



Agenda Item No. 12

**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 14, 2025**

Prepared by:
Larry Appel, Contract Planning Director

Approved by:
Todd Bodem, City Administrator

SUBJECT: Summary of the Guadalupe Planning and California Environmental Quality Act (CEQA) Permit Planning Process.

EXECUTIVE SUMMARY:

In the past four years, there has been a significant turnover in Guadalupe's City Council. Six years ago, staff prepared a power point presentation that briefly covered a number of planning and environmental procedures and history thereof for the new members at that time. That power point has been "dusted off" and updated for presentation to the new Council.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff and file the report; or
- 2) Request additional information from staff and return to a future Council meeting

ATTACHMENTS:

1. PowerPoint Presentation

Guadalupe City ATTACHMENT 1 Planning Department

Planning & CEQA January 14, 2025

Presented by
Larry Appel, Contract Planning Director

“Bio Stuff”



Planning Quiz

Where do you find the first building code requirement?

Deuteronomy 22:8

"When you build a new house, you must build a railing around the edge of its flat roof. That way you will not be considered guilty of murder if someone falls from the roof."

Land Use Beginnings

- Land use arose from “good government” movements of the late 1800s as a response to unsanitary urban conditions and the need for a strong Muni Gov’t
- Based on local government’s Police Power: Health, Safety, and Welfare
- 1927 – CA law required cities and counties to develop a Master Plan

General Plan

- Bedrock of California Planning; required by State Law
- The “**Constitution**” for planning and development
- Provides long-range vision for conservation and development (20-30 yrs)
- Basis for local land use decisions

Required GP Elements

- Land Use
- Housing
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Air Quality
- Environmental Justice

General Plan Content

➤ VISION

- An image of the future that the community wishes to create

➤ GOALS

- Ideal future end that the community wants to create

➤ OBJECTIVE

- Intermediate or achievable steps to attain the Goal and Vision

General Plan Content

➤ GOALS

- Over-arching direction of the General Plan

➤ POLICIES

- Specific statement that guides decision-making
- Rule or measure establishing a required level of quality or quantity to be fulfilled by others

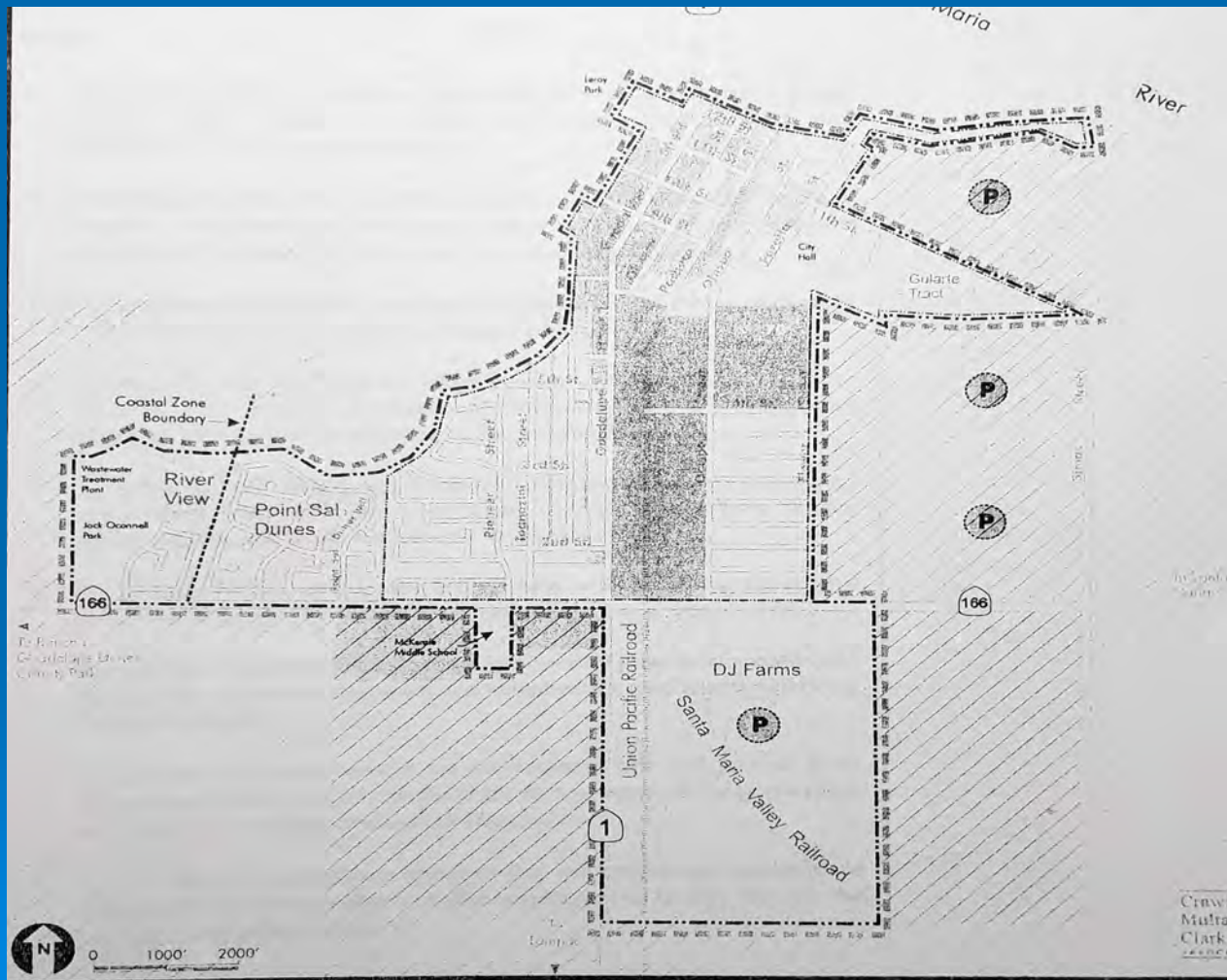
➤ PROGRAMS

- Action, procedure, program, or technique that carries out the GP policy

Land Use Element

- First City GP prepared and adopted 1989
- Provided land use designations for all property in the City
- Updated in 2002. It showed outline of DJ Farms, but was not part of the plan
- GP was very simple and did not contain any Goals or Policies

2002 GP Land Use Map



2042 General Plan Update

- Council adopted the updated GP on November 22, 2022.
- Major changes from 2002 GP Plan
 - Overall increase in residential density (next page)
 - Addition of 41 Programs
 - Conversion of downtown from General-Commercial to Mixed Useul
 - Gularte Tract from R-1 to R-2
 - Sufficient zoning to meet 6th Cycle RHNA

2042 GP – increased density

2002 General Plan	2042 General Plan
Neighborhood <u>Residential</u> 6 units/acre	Low density Residential 1-12 units/acre
Medium Density 7-10 units/acre	Medium Density 13-20 units/acre
High <u>Density</u> 11-20 units/acre	High <u>Density</u> 21-30 units/acre

Housing Element

- Update based on schedule in State law (good for eight years now)
- Certified by the State's Department of Housing and Community Development
- Annual report must be submitted to the State on implementation progress on Housing Goals (prepared each year)
- Regional Housing Needs Assessment (RHNA)
- New Housing Element – 2025

RHNA

- Regional Housing Needs Assessment
- Report from Dept. of Housing and Comm Dev.
- Identifies total number of houses required from each County during the past Housing Element 5th Cycle (2013-2022) = 11,030
- 6th Cycle (2022-2031) = 24,856
- Several Income Categories:
 - Very low, low, mod, above mod
 - Based on Ave. Med. Income of \$68,024/hhold (2019)

Guadalupe's RHNA Requirement

5th cycle and 6th cycle

<u>5th cycle</u>	<u>6th cycle</u>
➤ 12 – (VL)	3
➤ 8 – (L)	24
➤ 13 – (M)	77
➤ <u>17 – (AM)</u>	<u>327</u>
➤ 50 Total Units	431

RHNA Comparisons

5th Cycle

- Guadalupe = 50
- Santa Maria = 4,102
- Lompoc = 525
- Santa Barbara = 4,099
- Total County = 11,030

6th Cycle

- 431
- 5,418
- 2,248
- 8,001
- 24,856

RHNA Nuts & Bolts

- City is not required to provide actual housing units
- City must provide sufficient land zoned for housing densities to meet RHNA needs
- City must remove uncertainty and hindrances to developers so Planning Building processes can proceed as quickly as possible
- Updated 2042 General Plan has sufficient land and zoning to meet and exceed the 431 units

Low Income Projects

- Guadalupe Court Apartments (PSHH) - Occupied
 - 38 units total
 - 4EL; 26VL; 7L; 1 Market
- Escalante Meadows (HACSB)
 - 80 units total
 - Various low income levels
- Pioneer Street Apartments (Simoulis) - Occupied
 - 34 units total
 - Market rate vs. farmworker housing (low inc.)
- Alvarez 11th Street Apartments/ADUs
 - 20 apartments and 2 ADUs
 - Market rate
- Other smaller multi-family projects

Zoning Ordinances

- The General Plan depicts long-term vision for the City while the zoning ordinance is used to guides land use while the Zoning Ordinance provides the specific regulations.
- The Zoning Ordinance implements the General Plan and is consistent with the GP's Goals and Policies.
- Zoning designations must be consistent with the General Plan

Zoning Ordinance Content

- Bldg sizes, height, coverage, setbacks
- Uses permitted by zone districts
- Conditional uses permitted with CUP
- Development procedures
- Definitions
- Administrative provisions
- Parking
- Signs
- Performance Standards

Guadalupe Zoning

- First California zoning codes in 1920s
- Guadalupe Current Zoning Ordinance, written in 1980
 - Most likely had earlier ordinances
 - Staff working to update the 44-yr. old ordinance
- Updates in 2018 and beyond

2018 Zoning Ord. Amendments

- Rear yard paving limitations (40%)
- ADU updates with AUP process added
- Administration
- Residential and Industrial updates
- Light Industrial standards update
- Added Public Facilities zoning
 - City parcels (admin, fire, etc,) and School sites
- All changes on Guadalupe Website

Future Zoning Ord. Amendments

- Off-street parking regulations (**done**)
- Definitions update (**done**)
- Home Occupations
- Cottage Food Operations
 - Microenterprise home kitchen
- Signs (**done**)
- CUPs and Variances (**done**)
- Design Review (add CEQA process)
- Appeals and Interpretations

California Environmental Quality Act

CEQA

- California's premier environmental law
- Signed into law by Gov. Reagan (1970)
- Followed shortly behind Federal Law, NEPA, National Env. Policy Act, (1969)
- Provides information for decision-makers and the public to make informed decisions on various types of projects
- Friends of Mammoth v. BOS (1972)
 - CEQA extended to private projects

Notice of Exemption

- Certain projects can be determined to be exempt from the CEQA process
- Secretary for Resources has found that there are 33 “classes” of projects that have been determined to not have a significant effect on the environment
- Examples: limited new construction, existing facilities, minor alterations, information collection, minor land divs.

Initial Study (IS)

- Document prepared by staff or consultant and used to determine if a project will have a significant effect on the environment.
- 19 areas that area considered within the document
- The IS will recommend preparation of env. Documents: Negative Declaration (ND), Mitigated Negative Declaration (MND) or EIR

Negative Declaration (ND)

- If the IS concludes that there is no substantial evidence that a project will have a significant effect on the environment, then an ND can be prepared.

Mitigated Negative Declaration (MND)

- If the IS identifies potentially significant environmental effects, but revisions can be made to the project description (with mitigation measures) to reduce the impacts to less than significant, then a MND can be prepared.
- Applicant must agree in writing to amend the project description and to the MMs before IS/MND can be released to public

Environmental Impact Report (EIR)

- An EIR must be prepared when the IS shows substantial evidence that significant environmental effects may occur.

Purpose of EIR

- Informational document'
- Provide agencies and the public with detailed info on env. Effects of project
- Document lists ways to minimize impacts through mitigation measures
- Provides Alternatives to the project:
 - Smaller size
 - Different type of project
 - Different location

Mitigation Measures

- These “conditions” are utilized in both the MND and the EIR.
- Must be written clearly in order to allow future staff to be able to understand and enforce them (staff turnover happens)
- Must include: Feasibility, Enforceability, and Timing

MM Example

- **Noise-02 Construction Hours.** The Owner /Applicant, including all contractors and subcontractors shall limit construction activity, including equipment maintenance and site preparation, to the hours between 7:00 a.m. and 4:00 p.m. Monday through Friday. No construction shall occur on weekends or State holidays. Non-noise generating construction activities such as interior plumbing, electrical, drywall and painting (depending on compressor noise levels) are not subject to these restrictions. Any subsequent amendment to the Comprehensive General Plan, applicable Community or Specific Plan, or Zoning Code noise standard upon which these construction hours are based shall supersede the hours stated herein.
- **PLAN REQUIREMENTS:** The Owner/Applicant shall provide and post a sign stating these restrictions at all construction site entries.
- **TIMING:** Signs shall be posted prior to commencement of construction and maintained throughout construction.
- **MONITORING:** The Owner/Applicant shall demonstrate that required signs are posted prior to grading/building permit issuance and pre-construction meeting. Building inspectors and permit compliance staff shall spot check and respond to complaints. With the incorporation of these measures, residual impacts would be less than significant. With the incorporation of these measures, residual impacts would be less than significant

Mitigation Monitoring and Reporting Program (MMRP)

- Implemented October 1994
- Required when a project utilizes a MND or an EIR
- Written plan showing how the lead agency will monitor a project to ensure that mitigation measures are carried out primarily during construction and also with long-term monitoring.

Development Review Process

➤ Planning Department

- Ministerial vs. Discretionary
- CEQA review
- General Plan (Consistency findings)
- Zoning Ordinance

➤ Building Department

- Plan Check review
- Inspections/ Occupancy Clearance
- **1982 Codes = 5"** **2013 Codes = 3+ feet!**
- 2 pounds 60 pounds

Ministerial vs. Discretionary

➤ Ministerial

- “over the counter”
- Staff level
- SFDs
- Paving requests
- Patio covers

➤ Discretionary

- Design Review, CUP, TMs, TPMs,

Components of a Staff Report

- Executive Summary
- Recommendation
- Background
- Discussion
- General Plan Consistency
 - Policy Review
- Zoning Consistency
- Public Notice
- Conclusion

Project Approval Components

- City Council Resolution or Ordinance
- Findings
 - CEQA
 - Administrative (Design Review, CUP, etc.)
 - Legislative (GP, RZ, SP, Annexations)
- Conditions of Approval
 - Incorporate Standard, Project Specific and Conversion of Mitigation Measures to Conditions

Guadalupe Planning Department

- Depending on size of the community, a typical Planning Department has Planning Director, a range of planners (Planner I – Senior Planners), and administrative staff.
- For the last 25+ years, Guadalupe has instead hired contract staff to operate the department.
- City desires to provide a “full service” operation despite currently having less than having one full-time equivalent planner

Guadalupe Planning Department

- Due to a 2018 CA Supreme Court ruling, contract staff receiving retirement pensions from the state are prohibited from physically working in the City offices, except for an occasional meeting with clients, general public, or Council meetings
- Creative Processing
 - Alice Saucedo, Permit Tech takes in ministerial applications, scans and sends to planners via email
 - Discretionary permits are mailed to Bill Scott, Contract City Planner
 - Phone calls are passed along to him to return⁴¹

Planning Director Duties

- Implement 41 programs from the 2042 General Plan (zoning ordinance & map)
- Manage Housing Element update (2022-2031)
- Annual Housing Report to HCD
- Manage Climate Action Plan preparation
- Update Zoning Ordinance
- Special Reports (food trucks)

Contacting Planning

➤ Planning Questions

- Staff report packet unclear
- Review of early release of Zoning Ordinance draft chapters
- Applicant contacts you resulting in questions for Bill or me

➤ Access to the Planning Director or City Planner

- Contact Alice Saucedo at (805) 356-3903
- smlarry@aol.com or bremscott@hotmail.com

Special Thanks

- A number of the slides or concepts were “borrowed” from a League of California Cities seminar for new Planning Commissioners.



2002 General Plan	2042 General Plan
Neighborhood Residential 6 units/acre	Low density Residential 1-12 units/acre
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Agenda of January 14, 2025

Larry Appel

Prepared by:
Larry Appel, Contract Planning Director

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Informational report from planning staff on the possibility of regulating food trucks and sales carts within the City Limits.

EXECUTIVE SUMMARY:

The City has no regulations in place that would prohibit or restrict the use of food trucks and sales carts within the corporate boundaries of Guadalupe. The Police Department does have some policies in dealing with food trucks and trailers that set up within the public right-of-way. During the previous two City Administrators' tenures, this issue of regulating food trucks and sales carts came up, but the staff reports prepared at those times were not ultimately released to City Council. A presentation was finally made in August 2023, but there was no clear majority direction from Council on how to draft an ordinance. Staff now has been directed by the current City Administrator to provide some basic information about food trucks and sales carts, and to determine if there is sufficient interest on the part of a majority of City Council to move forward with a regulatory ordinance.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive presentation from staff; and
- 2) Accept public testimony; and
- 3) Close public comment; and
- 4) Deliberate and continue the discussion; or
- 5) Deliberate and file the report; or
- 6) Provide direction to staff

BACKGROUND:

Staff has processed a number of business licenses over the past seven years that have allowed food trucks to operate within city limits. Extensive research with numerous staff has not turned up anything in the Guadalupe Municipal Code (GMC) that would show that food trucks are regulated. Prior to the changes made in 2014 when City voters approved a new ordinance regulating business licenses, "peddlers, hawkers, and street vendors," were required to be fingerprinted but that requirement was

removed with the 2014 ordinance. While a city can require certain business operators to be fingerprinted, in order to do so, there must be a rational relationship between the fingerprinting requirement and a legitimate concern for public safety, health, or welfare. It is unlikely that such a requirement could be imposed on food truck or sidewalk cart operators.

Prior to the August 2023 presentation, staff worked with the Guadalupe Business Association to receive input on the concept of having a food truck ordinance. They provided a memo which was pretty evenly split with some not wanting food trucks near brick and mortar restaurants due to the negative impact they might have, and the others generally supported the ordinance with a variety of limitations on location, events, timing, etc. Staff met with the current GBA again this month, but was unable to report back prior to the agenda deadline for this report.

DISCUSSION:

In bringing this information to Council, staff would like to know if a majority of Council has a desire to regulate the operation of food trucks and sales carts within the community. With the popularity of food trucks in the past few years, there is not always a stigma with their use and operation. As an example, the City of Santa Maria provides a seasonal market place at Town Center West called *Downtown Fridays*. The venue includes live entertainment, retailer booths and a small farmer's market along with 5-10 food trucks who provide a variety of dining opportunities. The ordinance has not been enforced for this city-sponsored event.

In polling other agencies in the region, the following was noted:

City of Santa Maria – strict limitations (except for Downtown Fridays), only private property

City of Lompoc – to be added during staff report presentation

City of Santa Barbara – not allowed on private property unless for private catering.

County of Santa Barbara - to be added during staff report presentation

City of San Luis Obispo – allowed with a temporary use permit

Goleta – not regulated

Carpinteria – only on private property with business license and EHS (health) permit

Morro Bay – only non-residential property, six hours/day, only 90 days/12-mo. period

In previous years, municipalities have regulated the food trucks such that they minimize their impacts on traditional brick and mortar restaurants. In Santa Maria for example, Ordinance 96-14 was adopted, adding Section 7-5.04 to its municipal code which regulates “catering vehicles.” The ordinance identifies the amount of time a vehicle can stay in one location depending on if it is located on public or private property. This ordinance limits the time a catering vehicle can stay in one location for 30 minutes on public property and for 70 minutes on private property. This ordinance also prohibits all sales from catering vehicles on public property from 6 p.m. to 7 a.m. daily. If the Council majority is interested in going forward with a similar ordinance, staff could utilize portions of the Santa Maria ordinance as a template.

Staff is interested in knowing what Council would like to see specifically if an ordinance is requested. For instance, will there be a provision that allows food trucks for special events as in Santa Maria, or is there a desire to limit their locations and times as a more restrictive approach? It may be that the Council majority has no desire to regulate their use within the City.

Staff also wants to address food carts and see if there is interest in regulating them as well. The carts have been known to operate at the City parks, along commercial corridors as well as in residential neighborhoods. Carts as well as food trucks require permits from County Environmental Health, and a business license issued by the City. In January 2019, SB 946 went into effect which substantially limits local control for food carts if located on a city's sidewalks and prohibits criminal citations for violations. Subject to justifications based on protecting a community's health, safety, or welfare, SB 946 generally prohibits local jurisdictions from: requiring sidewalk vendors to operate in a specific area; prohibiting sidewalk vendors from operating in public parks, unless the park has a concession agreement; or restricting the number of sidewalk vendors.

Fortunately, SB 946 does not apply to vendors' operations on public streets (only sidewalks and/or "other pedestrian paths" including in public parks), thus, if the City Council wanted to enact a regulatory ordinance concerning sales carts operating on streets, other public property (not including sidewalks and parks), and on private property, it could do so. Additionally, SB 946, does not affect the applicability of the California Retail Food Code to vendors who sell food. This Code governs how food must be handled and prepared safely and in proper conditions and settings. The City could adopt the County of Santa Barbara's environmental health codes by reference and designate the Public Safety Department as one of the enforcement agencies responsible for its enforcement which would provide the City with enforcement mechanisms against violators. SB 946 also allows local jurisdictions to: prohibit stationary sidewalk vending in residential areas, near farmers' markets, swap meets, and temporary special permit areas; require vendors to comply with the Americans with Disability Act (for example, vendors cannot block curb ramps); require a permit or license; and request certain information about the business' operations (name, mailing address, type of sale).

SB 946 was intended to promote small business opportunities and economic inclusion, and create a pathway for legal, permitted operations. However, jurisdictions throughout California, including Santa Barbara County, face challenges with unlawful food vending operations that exceed the intentions of these legislative measures. These operations often result in unintended public safety hazards, sanitation issues, and unfair competition for legitimate, permitted businesses. Additionally, these vending activities raise concerns about health and safety risks to consumers due to a lack of oversight and regulation.

To address these concerns, the Santa Barbara Council of Associated Governments (SBCAG) Board of Directors received a presentation on October 24, 2024, concerning efforts to facilitate a discussion between the County and the region's cities and explore the next steps and possibilities to collaborate on a task force created to address illegal roadside and sidewalk vending. The SBCAG staff report for this item stated that this issue presents a significant opportunity for local jurisdictions within Santa Barbara County to collaborate and coordinate a more unified response. A collaborative approach would allow for shared resources, consistent enforcement practices, and the development of a standardized framework that addresses both the spirit of the legislation and the on-the-ground realities.

The City Council may wish to direct staff to make contact and work with the task force, the County, and other cities in the County to prepare any ordinance the Council may be interested in pursuing.

Staff is looking forward to an informative discussion with Council along with input from the public as well as other departments to determine what direction Council wants to go with this topic.



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda January 14, 2025**

Tom Brandeberry

Todd Bodem

Prepared by:
Tom Brandeberry, Project Manager

Approved by:
Todd Bodem, City Administrator

SUBJECT: To create a capital campaign that addresses the funding gap for the Royal Theater Renovation Project

RECOMMENDATION:

That the City Council approval the Capital Campaign, coordinated by Tom Brandeberry, that will include a member of the City Council on the Capital Campaign Committee.

BACKGROUND:

The Royal Theater Renovation Project (“Project”) is being undertaken by the City to reconstruct, rehabilitate, and renovate the Royal Theater to meet California historic standards, while also adding amenities to create jobs and promote economic development in the City’s downtown. Over the past five years, the City has worked diligently to raise the necessary funding for the Project. In total, the City has secured \$10.5 million in grants, including a \$4.89 million grant from the Economic Development Administration (EDA) and \$5 million in State Grants from the California Legislature through the California Arts Council. Additionally, funding from the former redevelopment agency (RDA) brings the total available funds to \$10.5 million.

Once the General Obligation Bond (GO Bond) was no longer an option for addressing the project’s financial gap, City staff began exploring two alternatives to tackle the ongoing funding deficiency for the Royal Theater renovation. First, with the City Council’s approval, staff, in collaboration with Andrew Goodwin Design (AGD), considered redesigning the project to reduce costs. To revise the project’s design, the City needed to amend the City’s EDA contract and obtain approval from the National Park Service (NPS) for the redesign. The EDA approved the redesign, and Amendment 3 was signed by the Mayor. The NPS has now received a project amendment. The NPS approval process includes submitting a written amendment along with the 100% drawings of the revised project for their review and approval. The City will not be able to proceed beyond this step until the NPS approves the revised design.

Secondly, City staff have been researching other funding sources, including foundations, the I-Bank’s bond program, and, as part of this research, a funding opportunity from the State’s California Historic Rehabilitation Tax Credits program. The application was submitted January 6, 2025, and staff will verbally update the Council about this matter at its January 14th meeting. It’s worth noting that while the EDA

has denied the City's ability to use federal HTC, City staff are continuing to request that the EDA to review its decision and reconsider its position. On January 6, 2025, City Staff, the Mayor, the City Attorney, and the City's legal counsel retained to assist with HTC (and New Market Tax Credits) met remotely with the EDA to discuss federal HTC and what is needed for the EDA to approve these funds to be used for the project. The EDA did not confirm its prior decision and, based on the information provided to it, agreed to further consider the City's request. Additional meetings will be scheduled to continue to see what is needed for the EDA to approve federal HTC to be included in this project funding sources.

DISCUSSION:

Even with the new redesigned project that is expected to reduce the costs of construction of the project, there will remain a funding gap. To address this gap, staff's strategy is to both further reduce costs and seek additional funding. Additionally, City staff and AGD are identifying construction line items that can be classified as "alternatives." According to the City's bid requirements, these alternatives must be included in the total bid but are priced separately. Consequently, the construction bid will consist of a base bid along with a list of alternatives. Depending on the total bid, the City can decide whether to include or exclude these individual alternatives based on the overall project cost. This will allow construction of the project, even if some of the alternatives cannot be completed with the existing funding. Some or all the alternatives could be funded after the Royal Theater reopens or even during the construction period should addition funding be found.

This is where a capital campaign could support the project, namely, by raising enough funds to pay for one or more "alternatives." Additionally, the City would like to obtain funding to create several reserves for ongoing expenses such as capital repair and replacement costs. A capital campaign may also assist the City to meet this goal

Along with the California Historic Rehabilitation Tax Credits program in which the City application was submitted January 6, 2025, City staff continue to search other sources of grants, City staff believe there in value in starting a capital campaign to help fill the funding gap.

Staff is proposing that this capital campaign be guided by a Capital Campaign Committee, the members of which will be appointed by the City Council. This committee will be responsible for all aspects of the campaign, including outreach and promotion, developing and recruiting volunteers, and creating a transparent method for updating the community on the campaign's progress. The Capital Campaign Committee will meet regularly to discuss updates from individual members. Staff is recommending that the City Council appoint one of its own members to this committee in addition to interested persons from the community. Finally, staff is recommending that Tom Brandeberry be designated as the coordinator of the capital campaign. This role would consist of working with the Capital Campaign Committee and assisting it as needed.

FISCAL IMPACT:

The City's Capital Campaign will have a positive effect on the project's financial needs. The question is how much. Although there will be some costs associated with the Capital Campaign, such as purchasing plaques for donors, and perhaps, some minimal costs for office-type supplies (paper, postage, etc.), these expenses will be covered by the donations the City receives.

ATTACHMENTS:

None.



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
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Philip F. Sinco &
Jeff van den Eikhof

Todd Bodem

Prepared by:
Philip F. Sinco, City Attorney and
Jeff van den Eikhof, City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Bonita Pacifica Land Transfer

RECOMMENDATION:

That the City Council grant small portions of City property to two adjacent landowners.

DISCUSSION:

In 1975, the City acquired a 0.31 acre parcel (APN 113-320-097) from the Bonita Pacifica development. This loosely triangular parcel remains largely vacant, with only a bus stop and development sign. No additional use of this property has been identified. The far southerly portion of this parcel tapers to a point. See Figure 1-3, below.

In 2022, three property owners requested access from Pioneer Street to develop or improve their properties across the far southern portion of the Bonita Pacifica land. These three properties are APN 115-201-004, APN 115-201-013, and APN 115-201-012. The property owner for APN 115-201-004 had a single dwelling on site with access from Tognazzini Avenue but wished to add an accessory dwelling unit (ADU) with access from Pioneer Street. The other two properties were and remain undeveloped, but both property owners also wanted to build a primary structure with access from Tognazzini Avenue, and an ADU with access from Pioneer Street.

Providing these property owners access to the ADU's from Pioneer Street allows for most efficient use of these properties. Given the interest in providing housing and the fact that all other infrastructure in the vicinity supports increased density housing at this location, City staff considered alternatives for accommodating this request. At first, City staff considered the option of an encroachment agreement, wherein the City maintains the property but provides the property owner nonexclusive access over the property through an agreement. However, the City Attorney recommended divesting the City of the small pieces of property altogether and deeding them to the individual property owners to reduce City liability.



Figure 1; APN 113-320-097



Figure 2: Street view



Figure 3: Impacted Area

Figure 3 and Table 1 shows the square footage of land to be deeded to each of the individual property owners. The more usable portion of APN 113 – 320 – 097 remains available for City use.

APN	Approximate area (square feet)
115-201-004	20
115-201-013	300
115-201-012	700

Table 1: Impacted Area

At the Council meeting on September 13, 2022, staff (former Public Works Director/City Engineer Shannon Sweeney) recommended that the Council authorize the hiring of a surveyor to develop legal descriptions of the land to be deeded, to be paid for by the property owners, with submittal of lot line adjustment applications.¹ Staff also presented two alternatives to the Council, one of which was to reject the proposed transfers of the land, and the other was to approve the transfers but require that an appraisal be performed and that the property owners pay for the property they would be receiving from the City. Staff did not recommend this last option, however, because of the high cost of the appraisal and the likelihood that, due to the small sizes of the land to be transferred and their unsuitability for most purposes, that the value of the land was unlikely to be of any significant value (except to the adjacent property owners).

¹ Subsequently, City staff learned that the County surveyor would have required the property owners to file a voluntary merger application (rather than a lot line adjustment) if the City had granted the parcels to them.

The Council expressed concerns about traffic and parking in the area, and also, believed that an appraisal of the property should be done. Staff informed the Council that the last appraisal the City obtained cost \$4,000, and the land at issue was valued at \$10 per square foot. (Note: although not discussed at the September 13th Council meeting, if this valuation was applicable, the three parcels listed in Table 1, above, would be valued at \$200, \$3,000, and \$7,000, respectively).

The Council did agree, at staff's recommendation, to transfer the 20 square feet of land to APN 115-201-004 without requiring the owner to pay for it, but directed that staff obtain an appraisal for the other two parcels and enter into an agreement with the other two property owners regarding purchasing of the property.

Thereafter, on September 20, 2022, staff contracted an appraiser who provided a quote of \$1,500, but after the property owners were informed about the cost of the appraisal, and that they would need to purchase the property after it was appraised, they informed staff that they would go in a "different direction." Accordingly, the appraisal was not done.

Subsequently, one of the property owners, Trudy Brands, the owner of APN 115-201-012 applied for voluntary merger in March 2023. Former Public Works Director/City Engineer Shannon Sweeney resigned her employment with the City in June 2023. Current City Engineer, Jeff van den Eikhof, was not retained until November 2023, and he did not become aware of this matter until July 2024 when Ms. Brands contacted him. She advised him that the property owner of APN 115-201-013, Linda Sanchez, her cousin, refused to purchase the land from the City and expressed frustration that her application had not moved forward more expeditiously. The City Engineer was sympathetic and believed that the City should just transfer the property to her to enable her to move forward with her application. In October, the City Attorney spoke with Ms. Brantz who was not entirely opposed to purchasing the land from the City, but it was certainly not her preference. Frankly, from the City's perspective, it does not make much sense to sell her the land because it would result in the City remaining the owner of Ms. Sanchez' parcel located between Ms. Brands' property to the north and the parcel to the south that the City already transferred. Staff believes it makes sense to transfer both parcels, or neither.

DISCUSSION:

In light of one of the property owner's refusal to purchase the Bonita Pacifica parcel adjacent to her property, both the City Attorney and the City Engineer agree that it would be best for the City to transfer these two small portions of the Bonita Pacifica land to the adjacent property owners. The City Attorney favors this because it reduces potential liability to the City and the City Engineer and City Administrator favor this because the land is essentially useless to the City and transferring the land would reduce costs to the City by not requiring staff to maintain it.

While staff understands and agrees with the Council's previous statements that the property owners should pay for the land rather than the City simply give it away to them, staff believes that there is enough public benefit in giving the land to the property owners without requiring them to pay for it. Although one of the property owners has refused to purchase the property from the City, they have both agreed to reimburse the City's costs in hiring a surveyor to create the legal descriptions and diagrams for the grant deeds. Transferring the land also reduces liability and costs to the City without

any negative impact to the public since these small parcels cannot be beneficial used by the public (unlike the remaining portions of the Bonita Pacifica land).

In addition, both property owners have verbally agreed to provide off-street parking for the ADUs they intend to develop. This would be beneficial to the City because it will prevent more vehicles from parking on Pioneer Street than if on-site parking were not provided. However, state law concerning ADUs makes it clear that the City cannot require the property owner to provide on-site parking for the ADUs, so if the City Council agreed to grant them the parcels but the property owners decided not to provide on-site parking for the ADUs, the City could not require them to do so in spite of their promise.

There is a way to ensure that the property owners provide off-street parking for the ADUs they construct by requiring them to enter into a development agreement with the City as a condition of the City's transferring of City property to them without cost. A development agreement is usually done for large scale developments, but there is nothing in the law that would prevent one in this situation. The agreement would be rather simple. It would basically require that the law would be followed concerning development of the two properties, except in exchange for the City's granting of the City-owned land, they would agree to provide on-site parking for any ADUs construction on them.

If ensuring that on-site parking is provided for the future ADUs on the two properties in the event the City Council approves transferring the land, the City Council should direct staff to negotiate a development agreement with the two property owners to provide on-site parking for any ADUs constructed on their properties in exchange for reimbursing the City its costs incurred for the surveyor and granting the Bonita Pacifica land adjacent to their properties. This may not be important, and if not, there is no need for a development agreement.

ALTERNATIVES:

In addition to staff's recommendation to transfer the Bonita Pacifica land parcels to the two adjacent property owners in exchange for their agreement to reimburse the City its costs for the survey and creation of the legal descriptions, the City Council also may:

Option No. 1: reject staff's recommendation and require the adjacent property owners to pay for the Bonita Pacifica parcels adjacent to their properties if they want to acquire them. Should Council select this option, the Council should provide direction as to whether it still would require an appraisal or authorize staff to negotiate a purchase price without an appraisal.

Option No. 2: accept staff's recommendation and also direct staff to negotiate the terms of a development agreement with the property owners to require them to construct on-site parking in the event they construct an ADU on their properties.

Option No. 3: direct staff to negotiate granting of an easement over the City-owned land to allow access from Pioneer Street and an agreement requiring the property owners to defend and indemnify the City for any claims, injuries, etc. that might occur to a person or to property on the property.

FISCAL IMPACT:

Deeding these small portions of otherwise unusable property will reduce City liability, and slightly reduce the City's costs to maintain the property, and the City will be reimbursed for the costs it incurred for a survey of the parcels and creation of the legal descriptions for the grant deeds, so the impact to the City's general fund will be minimal.

ATTACHMENTS:

None.



Agenda Item No. 16

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of January 14, 2025

Philip F. Sinco

Todd Bodem

Prepared by:
Philip F. Sinco, City Attorney

Approved by:
Todd Bodem, City Administrator

SUBJECT: Establishment of a stipend for the City Code Compliance Hearing Officer.

RECOMMENDATION:

That the City Council introduce on the first reading, and continue to its meeting of January 28, 2025, for second reading and adoption, an ordinance establishing a \$50 stipend for each day the City Code Compliance Hearing Officer is required to hold hearings.

BACKGROUND:

The City Council enacted Chapter 8.50 (Property Nuisances) in 2009 (Ord. No. 2009-396) which established the City's code compliance regulations. This ordinance also created the office of a City Hearing Officer to hear administrative code compliance matters arising from violations of Chapter 8.50. The Hearing Officer position was created as a volunteer position for which no compensation was to be paid.

The City Council approved the appointment of Jack Owen as the City's Hearing Officer at its meeting on April 14, 2020. Mr. Owen formerly served as the City's Fire Chief in the past and has extensive experience serving as a code compliance hearing officer having served in this capacity for several Santa Barbara cities, including the City of Santa Maria. Mr. Owen has presided over about 16 hearings (held on about 12 days) since September 2021 (when his services as a hearing officer were first used).

DISCUSSION:

Recently, Mr. Owen requested a stipend of \$50 for those days he is required to hold hearings for the City's code compliance matters. Director of Public Safety, Michael Cash, supports this request in light of Mr. Owen's qualifications and his past service for the City as a volunteer, unpaid, hearing officer. Earlier this year, the City Council approved a \$50 per meeting stipend for Recreation and Parks Commissioners, who were similarly serving as uncompensated volunteers, so providing a stipend to the City Hearing Officer of the same amount might be seen as consistent with the Council's action in acknowledging the value of the work the Commissioners do on behalf of the City by also acknowledging the value of the Hearing Officer function. In additions, the position would be easier to fill when Mr. Owen resigns (or the

Council decides to appoint someone else) if there was some minimal compensation paid for the work involved.

The City Council is authorized to establish compensation for appointed officials. Government Code section 36506 provides: "By resolution or ordinance, the city council shall fix the compensation of all appointive officers and employees. Such officers and employees hold office during the pleasure of the city council." The Hearing Officer position would be that of an appointed official, not an employee.

Since the City Council created the Hearing Officer position and that it would be an uncompensated position by ordinance, it is necessary for the Council to approve an amendment to this ordinance to provide the proposed \$50 stipend for the City's Hearing Officer.

ALTERNATIVES:

1. The City may decide to reject providing a stipend for the Hearing Officer; or
2. The City Council adjust the proposed amount of the stipend for the Hearing Officer.

FISCAL IMPACT:

Based on the average number of days Mr. Owen has had to hold hearings since September 2021, the impact to the general fund of the requested \$50 per hearing day stipend would be approximately \$200 per year.

ATTACHMENTS:

1. Ordinance No. 2025-522 entitled "An Ordinance of the City of Guadalupe Amending Article I of Chapter 8.50 of Title 8 of the Guadalupe Municipal Code Providing a Stipend for the City's Hearing Officer."

ORDINANCE NO. 2025-522

**AN ORDINANCE OF THE CITY OF GUADALUPE AMENDING ARTICLE I OF CHAPTER 8.50
OF TITLE 8 OF THE GUADALUPE MUNICIPAL CODE PROVIDING A STIPEND FOR THE
CITY'S HEARING OFFICER**

WHEREAS, the City of Guadalupe established the position of Hearing Officer in 2009 in addition to regulations concerning abatement of property nuisances through administrative code compliance pursuant to Ordinance No. 2009-396; and

WHEREAS, the Hearing Officer position was established as a volunteer position for which no compensation would be paid; and

WHEREAS, the City Council appointed Jack Owen as the Hearing Officer on April 14, 2020, and he has served in that capacity since that date; and

WHEREAS, Mr. Owen recently asked for a \$50 stipend for each day he is required to hold a hearing (or hearings) in the City of Guadalupe for administrative code compliance matters; and

WHEREAS, in light of his qualifications to serve as a Hearing Officer and his past service in that capacity, Director of Public Works, Michael Cash, supports Mr. Owen's request; and

WHEREAS, earlier this year, the City Council provided a \$50 per meeting stipend for the City's Recreation and Parks Commissioners who, like the Hearing Officer, had been serving without any compensation for their service; and

WHEREAS, by providing the stipend to the Recreation and Parks Commissioners, the City Council acknowledged the value of their public service, and similarly, wishes to recognize the value of the Hearing Officer's public service by also providing a stipend.

NOW, THEREFORE, the City Council of the City of Guadalupe does hereby ordain as follows:

SECTION 1. Article 1, Chapter 8.50 of Title 8 of the Guadalupe Municipal Code is hereby amended to read as follows:

Title 8 HEALTH AND SAFETY

Chapter 8.50 PROPERTY NUISANCE

Article 1 Code Compliance Hearing Officer

§ 8.50.020 Hearing Officer established—Purpose.

There is hereby established a Code Compliance Hearing Officer. The purpose and duty of the Hearing Officer is to determine whether violations of law or conditions which constitute a

public nuisance exist pursuant to this chapter, and to order appropriate methods of abatement and/or the imposition of administrative penalties. No funds shall be expended for the abatement of any nuisance established in this chapter unless the Hearing Officer has declared the property to be a public nuisance and ordered the abatement of the nuisance.

§ 8.50.030 Appointment of Hearing Officer—Term of office.

The Hearing Officer shall be appointed by the Mayor with the approval of the City Council. The term of office shall be for a period of 2 years, or until a successor is appointed. The Hearing Officer shall ~~be a volunteer position and no compensation is authorized~~ receive a \$50 stipend for each day the Hearing Officer is required to appear for hearings. The Hearing Officer shall serve at the pleasure of the City Council.

§ 8.50.040 Other duties.

A. The Hearing Officer shall issue periodic reports to the City Council regarding its activities, including, but not limited to, the number of hearings conducted, the amounts of any administrative penalties and abatement costs imposed, and the compliance record with respect to Compliance Orders issued.

B. The Hearing Officer shall hear such other matters that may be delegated or assigned to it by the City Council.

SECTION 2. The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this Ordinance is held invalid, the City Council declares it would have adopted the remaining provisions of this Ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this Ordinance should remain in effect after the invalid portion has been eliminated.

SECTION 3. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

INTRODUCED at a regular meeting of the City Council on the 14th day of January 2025, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

PASSED AND ADOPTED at a regular meeting of the City Council on the 28th day of January 2025,
by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Judy Wilson, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 14, 2025

Joy Otsuki

Prepared by:
Joy Otsuki, Special Counsel to the City

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: A Resolution of the City Council of the City of Guadalupe approving a Compensation Agreement pursuant to Health and Safety Code Section 34180(f) for transfer of the Al's Union property for future development activities.

RECOMMENDATION:

That the City Council adopt Resolution No. 2025-02 approving a compensation agreement pursuant to Health & Safety Code Section 34180(f) for transfer of the Al's Union property for future development activities.

EXECUTIVE SUMMARY:

On August 22, 2013, the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Guadalupe ("Successor Agency") adopted Resolution No. 2013-06 approving a Long-Range Property Management Plan ("LRPMP") that provided for the disposition of six (6) real property parcels owned by the City's former redevelopment agency. The California Department of Finance ("DOF") subsequently approved the LRPMP. All of the properties listed on the LRPMP have now been disposed of except the Al's Union parcel (the "Property").

The Successor Agency approved the transfer of the Property to the City for future development on November 28, 2023. The Countywide Oversight Board approved the Successor Agency's action on January 17, 2024.

Pursuant to California Health and Safety Code (HSC) Section 34181(a), the Successor Agency may transfer real property to the City of Guadalupe (City) for future development, provided that the City enters into a compensation agreement with the taxing entities providing for the distribution of sales proceeds to the taxing entities upon the eventual sale of the property.

BACKGROUND:

All California redevelopment agencies were eliminated on February 1, 2012, pursuant to ABxl 26 and the ruling by the California Supreme Court issued on December 29, 2011, in the case of *California Redevelopment Assn. v. Matosantos* (2011) 53 Cal.4th 231 upholding the constitutionality of AB 26 xl.

As a result, all redevelopment agencies in California were succeeded by successor agencies subject to the authority of oversight boards charged with winding up the affairs of redevelopment agencies.

In June 2013, the California Legislature enacted AB 1484, which, among other things, required successor agencies to prepare an LRPMP for the disposition of all real properties owned by the former redevelopment agency.

The former Guadalupe Redevelopment Agency received a donation of a portion of a vacant 0.42-acre commercial parcel located at 995 Guadalupe Street at the corner of Guadalupe Street and 10th Street (APN 115-071-001), known as the "Al's Union Site" (also referred to as the "Property"). The Property was contaminated and designated by the State as Leaking Underground Fuel Tank (LUFT) Site #52010. The Successor Agency engaged in ongoing remediation of the Property, and after the remediation process was completed, received a letter dated June 30, 2022, from the Santa Barbara County Public Health Department providing a certification of completion of remedial action. The letter states that no further action is required related to the petroleum release at the site.

The LRPMP of the Successor Agency was approved by resolution of the Oversight Board on February 26, 2015 and was approved by DOF by letter dated September 4, 2015. The LRPMP addressed the disposition of a total of six (6) properties owned by the City's former redevelopment agency, including:

1. The Property (the Royal Theater and two (2) vacant parcels adjacent to the Royal Theater);
2. 313 Obispo Street Water Tower;
3. The Lantern Hotel; and
4. The Al's Union Site.

The Al's Union Site is the last remaining property held by the Successor Agency. The Property is the subject of the proposed compensation agreement ("Agreement"). The other properties are not part of the proposed Agreement.

DISCUSSION:

The Successor Agency and the Countywide Oversight Board approved the transfer of the Property to the City "for future development." Applicable law provides that the City will enter into a compensation agreement with the taxing entities pursuant to Health and Safety Code Section 34180(f) for the Property.

The Agreement provides a twenty-five year period during which the taxing entities will have the right to receive either a portion of the net proceeds of the sale of the Property (subject to certain conditions set forth in the Agreement) or a portion of the net proceeds of the interim use of the Property, if any. If the City sells the Property during this period, the taxing entities would receive monetary compensation in the percentages set forth in the Agreement (based on the respective proportion of base property tax, as determined pursuant to Section 34188), multiplied by the net proceeds of the sale of the Property.

City staff has not yet presented the proposed terms of the Agreement to the taxing entities. The Resolution presented herewith provides the City Administrator with authority to negotiate

modifications to the Agreement to accommodate requests received from taxing entities. In the event certain taxing entities are not willing to accept the Agreement in substantially the form presented at this meeting, staff would return to the City Council to propose an alternative arrangement with such taxing entities.

ALTERNATIVES:

1. The City Council may decline to take any action at this time.
2. The City Council may approve the Agreement, in substantially the form submitted at this meeting, and authorize the City Administrator to present the Agreement to each of the taxing entities for approval by their governing boards. Upon approval by a taxing entities and execution thereof by the City and each taxing entity, the Agreement will become effective.

FISCAL IMPACT:

If the City sells the Property during the Term of the Agreement, or realizes net proceeds from an interim use of the Property, the City will be required to remit the net proceeds to the County-Auditor Controller for distribution to the taxing entities, pursuant to the terms of the Agreement.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 2025-02.

ATTACHMENTS:

1. Resolution No. 2025-02 entitled "A Resolution of the City Council of the City of Guadalupe, California Approving a Compensation Agreement pursuant to Health and Safety Code Section 34180(f) for the Transfer of the AI's Union Property for future Development Activities."
2. Form of Compensation Agreement.

RESOLUTION No. 2025-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA
APPROVING A COMPENSATION AGREEMENT PURSUANT TO HEALTH AND SAFETY CODE
SECTION 34181(f) FOR TRANSFER OF THE FORMER AL'S UNION PROPERTY FOR FUTURE
DEVELOPMENT ACTIVITIES**

WHEREAS, the City of Guadalupe ("City") is a municipal corporation organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Guadalupe ("Successor Agency") is a public body corporate and politic, organized and operating under Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, and the successor to the former Redevelopment Agency of the City of Guadalupe ("former Agency") that was previously a community redevelopment agency organized and existing pursuant to the Community Redevelopment Law, Health and Safety Code Section 33000, et seq.; and

WHEREAS, Assembly Bill xl 26 ("AB xl 26") added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") (together AB xl 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Laws"); and

WHEREAS, as of February 1, 2012 the former Agency was dissolved pursuant to the Dissolution Laws and as a separate public entity, corporate and politic, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the former Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

WHEREAS, Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a "long-range property management plan" addressing the disposition and use of all real property of the former Agency no later than six months following the issuance by the California Department of Finance ("DOF") to the Successor Agency of a finding of completion pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, DOF issued a finding of completion to the Successor Agency on March 18, 2013; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan ("LRPMP") that addresses disposition of the real property formerly owned by the former Agency; and

WHEREAS, on February 26, 2015, the LRPMP was approved by OB Resolution No. 2015-02 of the Oversight Board; and

WHEREAS, by letter dated September 4, 2015, DOF approved the LRPMP; and

WHEREAS, the former Guadalupe Redevelopment Agency received a donation of a portion of a vacant 0.42-acre commercial parcel located at 995 Guadalupe Street at the corner of Guadalupe Street and 10th Street (APN 115-071-001), known as the “former AI’s Union property” (and hereafter referred to as the “Property”); and

WHEREAS, the Property was contaminated and designated by the State as Leaking Underground Fuel Tank (LUFT) Site #52010. The Successor Agency engaged in ongoing remediation of the Property, and after the remediation process was completed, received a “No Further Action” letter dated June 30, 2022, from the Santa Barbara County Public Health Department providing a certification of completion of remedial action; and

WHEREAS, instead of selling the Property to a third party pursuant to the LRPMP, in an effort to dispose of the Property to facilitate the filing of a Last and Final ROPS, the Successor Agency approved the transfer of the Property to the City for future development on November 28, 2023, and the Countywide Oversight Board approved the Successor Agency’s action on January 17, 2024; and

WHEREAS, as a result, the Property will be transferred to the City for future development pursuant to Health and Safety Code Section 34191.5, subdivisions (c)(2) and (c)(2)(A); and

WHEREAS, applicable law provides that the City will enter into an agreement providing for compensation to the affected taxing entities (the “Taxing Entities”) with respect to the Property, pursuant to Health and Safety Code Section 34180(f); and

WHEREAS, the City has prepared the attached “Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) for Transfer of the Former AI’s Union Property For Future Development Activity” (the “Agreement”) to be entered into between the City and the Taxing Entities, a form of which is attached hereto; and

WHEREAS, the Agreement provides that if the City sells the Property during the term of the Agreement, the City will remit the net proceeds to the County-Auditor-Controller for distribution to each of the Taxing Entities; and

WHEREAS, the Agreement further provides for interim use of the Property during the term, and the Taxing Entities will be entitled to a share of net proceeds (defined in the Agreement), if any, resulting from such interim use during the term of the Agreement; and

WHEREAS, the City Council desires to approve the Agreement in substantially the form submitted herewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GUADALUPE:

SECTION 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

SECTION 2. The City Council hereby approves the Agreement in substantially the form presented at this meeting. The Mayor, City Administrator and City Clerk are authorized to execute the Agreement with such revisions as the Mayor, City Administrator, City Attorney, and Special Counsel to the City deem appropriate to further the City's interests consistent with the intent of the Agreement. The City Administrator or his or her designee are authorized and directed to take such actions as may be necessary or appropriate to implement the Agreement, including executing further instruments and agreements, issuing warrants, and taking other appropriate actions to perform the obligations and exercise the rights of the City under the Agreement. A copy of the Agreement when executed shall be placed on file in the office of the City Clerk.

SECTION 3. The City Administrator or his or her designee is authorized and directed to present the Agreement to the Taxing Entities in substantially the form presented at this meeting, and to seek agreement by each of the Taxing Entities to the terms of the Agreement. Upon execution of the Agreement by the City and the Taxing Entities, the Agreement shall become effective as between the City and the Taxing Entities.

SECTION 4. The Mayor shall sign the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

SECTION 5. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 14th day of January 2025 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Judy Wilson, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2025-02**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 14, 2025, and that same was approved and adopted.

ATTEST:

Judy Wilson, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

COMPENSATION AGREEMENT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34180(f) FOR TRANSFER OF AL'S UNION PROPERTY FOR FUTURE DEVELOPMENT ACTIVITY

This Agreement, dated for reference purposes only as of January 14, 2025, is entered into by and among the following public agencies (all of which are sometimes referred to individually as a **“Party”** and collectively as the **“Parties”**):

City of Guadalupe (**“City”**);
County of Santa Barbara (**“County”**);
Santa Maria Public Airport District (**“Airport District”**);
Guadalupe Cemetery District (**“Cemetery District”**);
Cachuma Resource Conservation District (**“Resource Conservation District”**);
Santa Maria Valley Water Conservation District (**“Water Conservation District”**);
Guadalupe Union School District (**“Guadalupe USD”**);
Santa Maria Joint Union High School District (**“Santa Maria JUHSD”**);
Allan Hancock Community College District (**“Allan Hancock CCD”**);
Santa Barbara County Education Office (**“Office of Education”**);
Santa Barbara County Flood Control and Water Conservation District (**“Flood Control District”**);
Santa Barbara County Fire Protection District (**“SBCFPD”**); and
Santa Barbara County Water Agency (**“Water Agency”**).

The Parties to this Agreement (other than the City) are sometimes referred to individually as a **“Taxing Entity”** and collectively as the **“Taxing Entities.”**

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Guadalupe (**“Redevelopment Agency”**) was dissolved, and pursuant to Health and Safety Code Section 34173, the City serves as the successor agency to the dissolved Redevelopment Agency (the **“Successor Agency”**).

C. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (**“LRPMP”**) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

D. On February 26, 2015, the LRPMP was approved by OB Resolution No. 2015-02 of the Oversight Board to the Successor Agency (the **“Oversight Board”**).

E. On September 4, 2015, the State Department of Finance (**“DOF”**) approved the LRPMP.

F. The Successor Agency owns a portion of the former Al's Union Site located at 995 Guadalupe Street, APN 115-071-001 (the "**Property**"). The LRPMP stated that the Property will be sold to a third party upon completion of remediation. The Successor Agency engaged in ongoing remediation of the Property, and after the remediation process was completed, received a letter dated June 30, 2022, from the Santa Barbara County Public Health Department providing a certification of completion of remedial action.

G. Because the Successor Agency desires to file a "**Last & Final ROPS**" (LFROPS) as soon as practicable, and the Successor Agency prefers to avoid the uncertain timing of locating a buyer to purchase the Property and negotiating a sale thereof, it sought and received approval from both the Successor Agency board and the Oversight Board to transfer the Property to the City for future development (a disposition not authorized for the Property by the LRPMP). The Successor Agency approved the transfer of the Property to the City for future development on November 28, 2023, and the Countywide Oversight Board approved the Successor Agency's action on January 17, 2024.

H. The Dissolution Law permits the Property to be conveyed by the Successor to the City for future redevelopment activities consistent with the Redevelopment Plan, and requires that such conveyance to the City shall occur upon the full execution of a compensation agreement (the "**Compensation Agreement**") between the City and the affected taxing entities (as listed in this Compensation Agreement, the "**Taxing Entities**") for the distribution of net funds received, if any, from the sale of the Property.

I. The City and the Taxing Entities desire to enter into this Agreement to provide for the distribution of net proceeds upon (i) the interim use of the Property, if any, and (ii) the sale of the Property to a third party developer for future development.

J. The Parties further desire to enter into this Agreement to provide for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) for Transfer of Al's Union Property For Future Development Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Santa Barbara County Auditor-Controller.

(e) “City” means the City of Guadalupe.

(f) “DDA” means, with respect to the Property, the disposition and development agreement between the City and a Developer for that Property.

(g) “Developer” means, with respect to the Property, the developer to which the City disposes of that Property pursuant to a DDA.

(h) “Disposition Proceeds” means, with respect to each Property, the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to the DDA, less the sum of the City’s actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City’s actual, reasonable costs for normal maintenance, management and insurance of the applicable Property from the date the Property was transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(2) the City’s actual costs of any rehabilitation, improvement to alleviate blight, and capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City’s actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Property to prepare the Property for disposition;

(4) the City’s actual, reasonable costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Property; plus

(5) any broker’s commissions payable by the City pursuant to the DDA for the Property.

(i) “Disposition Proceeds Receipt Date” means, with respect to each Property, the date on which the City receives the proceeds from the disposition of that Property to the Developer pursuant to the DDA.

(j) “Disposition Proceeds Statement” means, with respect to each Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(k) “DOF” means the California Department of Finance.

- (l) “Effective Date” has the meaning given in Section 2.
- (m) “ERAF” means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.
- (n) “Fiscal Year” means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.
- (o) “Former RDA” means the Redevelopment Agency of the City of Guadalupe.
- (p) “Interim Municipal Use” means an interim use by the City of the Property, such as for community space, landscape features, parking lots available for community events, and other similar uses.
- (q) “Interim Municipal Use Annual Operating Proceeds” means, for each Applicable Fiscal Year, the gross revenue actually received by the City from Interim Municipal Use of the Property, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.
- (r) “LRPMP” means the Long-Range Property Management Plan of the Successor Agency.
- (s) “Operating Proceeds Statement” means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).
- (t) “Oversight Board” means the Successor Agency’s oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.
- (u) “Parties” means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. “Party” means one of the Parties individually.
- (v) “Property” means a vacant 0.42-acre commercial parcel located at 995 Guadalupe Street at the corner of Guadalupe Street and 10th Street in the City of Guadalupe (APN 115-071-001), known as the “Al’s Union Site.”
- (w) “Redevelopment Dissolution Statutes” means collectively ABx1 26 enacted in June 2011, as amended to date.
- (x) “Redevelopment Plan” means the Redevelopment Plan for the Guadalupe Redevelopment Project adopted by the City Council of the City by Ordinance No. 85-263 on December 19, 1985.
- (y) “Successor Agency” means the Successor Agency to the Guadalupe Redevelopment Agency.

(z) “Taxing Entities” means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes:

City of Guadalupe (“**City**”);
County of Santa Barbara (“**County**”);
Santa Maria Public Airport District (“**Airport District**”);
Guadalupe Cemetery District (“**Cemetery District**”);
Cachuma Resource Conservation District (“**Resource Conservation District**”);
Santa Maria Valley Water Conservation District (“**Water Conservation District**”);
Guadalupe Union School District (“**Guadalupe USD**”);
Santa Maria Joint Union High School District (“**Santa Maria JUHSD**”);
Allan Hancock Community College District (“**Allan Hancock CCD**”);
Santa Barbara County Education Office (“**Office of Education**”);
Santa Barbara County Flood Control and Water Conservation District (“**Flood Control District**”);
Santa Barbara County Fire Protection District (“**SBCFPD**”); and
Santa Barbara County Water Agency (“**Water Agency**”).

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the City and direction by the City Council to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the “City Action”). This Agreement was approved by the City Council as required hereby on January 14, 2025.

(b) Approval by the Oversight Board of the LRPMP for transfer of the Properties to the City for future development. The LRPMP was approved by the Oversight Board on February 26, 2015.

(c) Notification to DOF of the Oversight Board action and approval by DOF of the Oversight Board action approving the LRPMP. DOF notified the Oversight Board and Successor Agency of its approval of the LRPMP by letter dated September 4, 2015.

(d) Approval by the Successor Agency and the Oversight Board of the transfer of the Property to the City for future development, notwithstanding the LRPMP. The Successor Agency approved the transfer on November 28, 2023, the Countywide Oversight Board approved the transfer on January 17, 2024, and the Department of Finance issued a letter dated February 21, 2024, acknowledging receipt of the Countywide Oversight Board action. In a subsequent phone conversation, DOF stated that its approval was not required provided the Countywide Oversight Board’s approval had been obtained.

(e) Signature of this Agreement by each of the parties hereto.

Promptly following the execution of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the “Effective Date”).

Once effective, the terms and conditions of this Agreement shall apply to the date the Property is transferred to the City by the Successor Agency.

Section 3. Signatories With Respect To Certain Funds.

(a) **City.** The City of Guadalupe administers the following funds, and in addition to entering into this Agreement for the City itself, the City is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0640 City of Guadalupe (12.8351938% of 22-23 Tax Base)
- Fund #0680 Guadalupe Lighting (3.8440946% of 22-23 Tax Base)

(b) **County.** The County administers the following fund, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0001 General (15.9892704% of 22-23 Tax Base)

(c) **SBCFPD.** The SBCFPD administers the following special district and fund, and in addition to entering into this Agreement for the SBCFPD itself, the SBCFPD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #2280 Fire Protection District (0% of 22-23 Tax Base)

(d) **Flood Control District.** The Flood Control District administers the following special district, zones and funds, and in addition to entering into this Agreement for the Flood Control District itself, the Flood Control District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #2400 Flood Ctr/Water Conservation District (0.2155233% of 22-23 Tax Base)
- Fund #2460 Guadalupe Flood Zone Number 3 (0.8584783% of 22-23 Tax Base)
- Fund #2570 SM River Levee Maintenance Zone (0.1234373% of 22-23 Tax Base)

(e) **Water Agency.** The Water Agency administers the following special district and fund, and in addition to entering into this Agreement for the Water Agency itself, the Water Agency is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3050 Water Agency (0.2684557% of 22-23 Tax Base)

(f) **Airport District.** The Airport District administers the following special district and fund, and in addition to entering into this Agreement for the Airport District itself, the Airport District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3210 Santa Maria Public Airport Dst (0.9576147% of 22-23 Tax Base)

(g) **Cemetery District.** The Cemetery District administers the following special district and fund, and in addition to entering into this Agreement for the Cemetery District itself, the Cemetery District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3280 Guadalupe Cemetery District (1.9151936% of 22-23 Tax Base)

(h) **Resource Conservation District.** The Resource Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Resource Conservation District itself, the Resource Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #4500 Cachuma Resource Cons Dist (0.0022189% of 22-23 Tax Base)

(i) **Water Conservation District.** The Water Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Water Conservation District itself, the Water Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #5700 SM Vly Wtr Cons -General (0.3784720% of 22-23 Tax Base)

(j) **Guadalupe USD.** Guadalupe USD administers the following special district and fund, and in addition to entering into this Agreement for Guadalupe USD itself, Guadalupe USD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #6901 Guadalupe Union Sch Dist-Gen. (28.4494279% of 22-23 Tax Base)

(k) **Santa Maria JUHSD.** Santa Maria JUHSD administers the following special district and fund, and in addition to entering into this Agreement for Santa Maria JUHSD itself, Santa Maria JUHSD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #8301 SMJH District-General (15.3884393% of 22-23 Tax Base)

(l) **Allan Hancock CCD.** Allan Hancock CCD administers the following special district and fund, and in addition to entering into this Agreement for Allan Hancock CCD itself, Allan Hancock CCD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9410 Allan Hancock CC District-Gen (4.0807335% of 22-23 Tax Base)

(m) **Office of Education.** The Office of Education (i.e., the office of the Santa Barbara County Superintendent of Schools) administers the following funds and in addition to entering into this Agreement for the Office of Education itself, the Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9801 County School Service (2.7683393% of 22-23 Tax Base)
- Fund #9802 Education Revenue Augmentation (ERAF) (11.9251073% of 22-23 Tax Base)

Section 4. **Conveyance of Property To City.** In consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6 (updated as to percentages for the year in which the distribution occurs), the Successor Agency will convey, and the City will accept, all of the interest in and to the Property (subject to the special provisions regarding the conveyance of the Property, if any).

Section 5. **Disposition of Property By City.** Within a time frame determined by the City to yield a financially feasible and marketable development, the City shall use diligent good faith efforts to select a Developer for the Property or negotiate and obtain approval and execution of the DDA for the Property, and dispose of the Property to the Developer in accordance with the applicable DDA. City shall obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Property in accordance with the Redevelopment Plan. As required by Government Code Section 52201, the purchase price payable to the City for the Property under the applicable DDA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

By not later than the date of first published notice of the City Council public hearing for the applicable DDA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA.

Upon the execution of the DDA for the Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to the Property, the City shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the “Applicable Shares”), as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the City’s calculation of the Disposition Proceeds (the “Disposition Proceeds Statement”). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor- Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which the Property is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an “Applicable Fiscal Year”), if any. Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Property.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(c) Governmental, Public and Community Uses Permitted. The City may use the Property for any interim use permitted by applicable laws, and may permit the Taxing Entities to use the Property without charge. The City shall have no obligation to permit the Taxing Entities to use the Property for fee-generating uses, use by for-profit third parties, political or campaign-related uses, or any other use not related to the governmental purposes of the Taxing Entities. The City may permit fundraising uses supporting the governmental purposes of the Taxing Entities or the community in the City’s sole and absolute discretion.

(d) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement: Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon (i) the earlier to occur of twenty-five (25) years from the date set forth above, or (ii) the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement, the City may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f)(1) (an "Early Termination"). An Early Termination shall become effective five (5) days after the City delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Rights of the City. The Parties acknowledge and agree that, pursuant to applicable law, the City is entitled to receive fee title to the Property from the Successor Agency at no cost, at any time (as determined by the City and the Successor Agency), subject only to this Agreement. Except for the right to receive Disposition Proceeds (if any) pursuant to Section 6 and the right to receive Interim Municipal Use Annual Operating Proceeds (if any) pursuant to Section 7, the Parties hereby expressly acknowledge and agree as follows:

(b) The Taxing Entities (other than the City) shall have no right, title or interest in or to the Property, and

(c) The Taxing Entities (other than the City), shall have no consent or approval rights with respect to the use of the Property or any part thereof, the development of

the Property, the sale, conveyance, or transfer of the Property or any part thereof, any encumbrance of any portion of the Property, or any other matters relating to the Property during or following the Term hereof, except to the extent such Taxing Entities have regulatory authority with respect to such matters pursuant to applicable laws, and

(d) The Taxing Entities shall have no right to receive any payment or other compensation in connection with a sale of the Property by the City, including any percentage or portion of the proceeds of such sale, except for such Taxing Entity's share of Disposition Proceeds as set forth in Section 6. In this regard, the Parties acknowledge and agree that the City may (but is not required to) spend money to improve the Property in connection with any Interim Municipal Use and that such improvements, or other circumstances or market conditions, may increase the value of the Property. Such improvement costs, if any, may be deducted by the City in calculating Disposition Proceeds or Interim Municipal Use Annual Operating Proceeds, as applicable.

(e) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party at the address set forth on that Party's signature page. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section.

(f) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(g) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement and shall be responsible for its own legal fees and costs.

(h) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Santa Barbara County, California or in the Federal District Court for the Central District of California.

(i) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees and costs.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties, except as otherwise provided below.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing

the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(l) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(m) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(n) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(o) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Taxing Entities Applicable Shares of Property Taxes

(p) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(q) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Administrator or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Administrator determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the opening paragraph of this Agreement.

[signature pages S-1 through S-13 follow]

IN WITNESS WHEREOF, the City has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

CITY OF GUADALUPE, a municipal corporation

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

City Attorney

Address for Notices:

City of Guadalupe
918 Obispo Street
PO Box 918
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The County has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date _____

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Rachel Van Mullem
County Counsel

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:
105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Airport District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA PUBLIC AIRPORT
DISTRICT**

By: _____

Name: _____

Title: President

Attest by: _____
Secretary

Approved as to form:

District Counsel

Address for Notices:

Santa Maria Public Airport District
[insert address for notices]

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Cemetery District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

GUADALUPE CEMETERY DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Deputy District Counsel

Address for Notices:

Guadalupe Cemetery District
4655 West Main Street
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Resource Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

CACHUMA RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Cachuma Resource Conservation District
920 East Stowell Rd.
Santa Maria, CA 93454

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Water Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Santa Maria Valley Water Conservation District
P.O. Box 364
Santa Maria, CA 93458

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Guadalupe USD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

GUADALUPE UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: Superintendent

Attest by: _____
Chief Business Official

Address for Notices:

Guadalupe Union School District
P.O. Box 788
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Santa Maria JUHSD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT**

By: _____

Name: _____

Title: _____

Address for Notices:

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Allan Hancock CCD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**ALLAN HANCOCK COMMUNITY
COLLEGE DISTRICT**

By: _____

Name: _____

Title: _____

Address for Notices:

Allan Hancock Community College District
Attn: Associate Superintendent/Vice President, Finance
800 S. College Drive
Santa Maria, CA 93454

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Office of Education has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA BARBARA COUNTY EDUCATION
OFFICE**

By: _____

Name: _____

Title: County Superintendent of Schools

Address for Notices:

Santa Barbara Education Office
4400 Cathedral Oaks Rd.
P.O. Box 6307
Santa Barbara, CA 93160-6307

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Flood Control District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The SBCFPD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date _____

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Rachel Van Mullem
County Counsel

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Water Agency has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
WATER AGENCY:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

EXHIBIT A

ILLUSTRATIVE TAXING ENTITIES
 APPLICABLE SHARES OF PROPERTY TAXES

Below is the allocation percentages for FY 22-23 for proceeds of a sale of an asset:

		Calculate TRA Allocation Ratios 34188	
		A	B = A / Σ A
Fund	Taxing Agency	Property Tax Increment Dollars from TRAs within RDA Boundaries FY 22-23	Ratio %
0001	General	446,761	15.9892704%
0640	City of Guadalupe	358,632	12.8351938%
0680	Guadalupe Lighting	107,409	3.8440946%
0685	Guadalupe Redevelopment Agency		
2280	Fire Protection Dist	0	0.0000000%
2400	Flood Ctrl/Wtr Cons Dst Mt	6,022	0.2155233%
2460	Guadalupe Flood Zone Number 3	23,987	0.8584783%
2570	SM River Levee Maint Zone	3,449	0.1234373%
3050	Water Agency	7,501	0.2684557%
3210	Santa Maria Public Airport Dst	26,757	0.9576147%
3280	Guadalupe Cemetery District	53,513	1.9151936%
4500	Cachuma Resource Cons Dist	62	0.0022189%
5700	SM Vly Wtr Cons - General	10,575	0.3784720%
6901	Guadalupe Union Sch Dist-Gen	794,914	28.4494279%
8301	SMJH District-General	429,973	15.3884393%
9410	Allan Hancock CC Dist-Gen	114,021	4.0807335%
9801	County School Service	77,351	2.7683393%
9802	Education Revenue Augmentation	333,203	11.9251073%
		2,794,130	1.0000000%



**REPORT TO THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE
Agenda of January 14, 2025**

Joy Otsuki

Todd Bodem

Prepared by:
Joy Otsuki, Special Counsel to the Successor Agency

Approved by:
Todd Bodem, City Administrator

SUBJECT: Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe approving the Recognized Obligation Payment Schedule and Administrative Budget for the July 1, 2025 through June 30, 2026 Period

RECOMMENDATION:

That the Successor Agency Board adopt Resolution No. 2025-01 entitled “Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe Approving the Recognized Obligation Payment Schedule for the July 1, 2025 through June 30, 2026 period.”

EXECUTIVE SUMMARY:

The Successor Agency to the Redevelopment Agency of the City of Guadalupe (the “Successor Agency”) was formed to administer the enforceable obligations and otherwise unwind the former affairs of the former Redevelopment Agency of the City of Guadalupe (the “Former Agency”), all currently subject to the review and approval by a seven-member Santa Barbara Countywide Oversight Board.

Pursuant to the Health and Safety Code Sections 34177(l) and (o), all Successor Agencies are required to prepare a Recognized Obligation Payment Schedule (ROPS), forward looking to the next fiscal period. The Successor Agency has adopted the ROPS and Administrative Budgets for all prior periods as required by law.

Health and Safety Code Section 34177(l)(2) requires the Successor Agency to submit the ROPS to the Oversight Board for its approval, and pursuant to Health and Safety Code Section 34177(o)(1), upon such approval, the Successor Agency is required to submit a copy of the approved ROPS (Approved ROPS) to the Santa Barbara County Auditor-Controller, and the State of California Department of Finance, and post the Approved ROPS on the Successor Agency’s website.

DISCUSSION:

Health and Safety Code Sections 34177(m) and (o) require that the Approved ROPS for the period July 1, 2025 to June 30, 2026 (ROPS 25-26) is to be submitted to the Department of Finance and the County Auditor-Controller by February 1, 2025. Under Section 34171(h), a Recognized Obligation Payment Schedule (a "ROPS") is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177."

The ROPS 25-26 contains the same enforceable obligations listed on the ROPS for fiscal year 2024-25.

The request for RPTTF on ROPS Detail line 2 represents reimbursement for final payment made on a note for purchase of the Royal Theater. Payment was incorrectly made from Other Funds due to analysis by the Department of Finance, but should have been paid for with RPTTF. See also the "Notes" at the end of the ROPS 25-26.

The request for RPTTF on ROPS Detail line 33 is for appraisal costs and other costs to clear title for transfer the former Al's Union property to the City of Guadalupe. The Oversight Board approved transfer of Al's Union to the City for future development purposes at its meeting on January 17, 2024. Due to issues discovered with the title to the Al's Union property, the City requested that the Successor Agency take certain steps to address the title issues prior to transfer of the property to the City. Upon completion of the transfer of the Al's Union property to the City, the Successor Agency anticipates preparing and submitting a Last & Final ROPS.

The request for RPTTF on ROPS line Item 34 is for unreimbursed remediation costs for Al's Union, primarily utility costs used in remediation. Though a majority of the cost for the remediation of the Al's Union property were reimbursed to the Successor Agency by the Leaking Underground Storage Tank Fund, there were certain utility expenditures that were not reimbursed by the Fund. Such costs represent a valid enforceable obligation of the Successor Agency eligible for RPTTF funding.

The Successor Agency is requesting \$65,384 to pay administrative expenses during the ROPS 25-26 period, which is a decrease from the prior year of \$62,586, or 49%. This amount falls within the statutorily calculated maximum permitted.

The Successor Agency will submit its ROPS 25-26 and administrative budget for consideration by the Oversight Board at its January 15, 2025 meeting. After obtaining the Oversight Board's approval, Successor Agency staff will transmit the ROPS 25-26 to the DOF, with copies to the CAO, CAC, and SCO.

Upon receipt of the Oversight Board-approved ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. DOF has until 15 days prior to the date for property tax distribution to make its final decision after the meet and confer. The RPTTF distribution dates for the ROPS 25-26 A period and 25-26 B period are on or about June 1, 2025 and January 2, 2026, respectively.

ALTERNATIVE:

Direct the Executive Director to make modifications to the form of Administrative Budget and/or ROPS 25-26 and adopt the Resolution submitted herewith subject to such modifications.

FISCAL IMPACT:

The Successor Agency is limited to making payments reflected on an approved ROPS; therefore, approval of the ROPS by the Successor Agency, Oversight Board and DOF is essential to the continued operation of the Successor Agency and wind-down of the affairs of the Former Agency.

CONCLUSION:

Staff recommends that the Successor Agency Board adopt Resolution No. 2025-01 .

ATTACHMENTS:

1. Successor Agency Resolution No. 2025-01 entitled "Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe Approving the Recognized Obligation Payment Schedule and Administrative Budget for the July 1, 2025, through June 30, 2026 period."

SUCCESSOR AGENCY RESOLUTION NO. 2025-01

RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE JULY 1, 2025 THROUGH JUNE 30, 2026 PERIOD

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Guadalupe (“Successor Agency”) has been established to take certain actions to wind down the affairs of the Redevelopment Agency of the City of Guadalupe in accordance with Section 34173 of the Health and Safety Code; and

WHEREAS, prior to July 1, 2018 under the Dissolution Law, in particular Sections 34179 and 34180, certain actions of the Successor Agency were subject to the review and approval by a local seven member oversight board, which oversaw and administered the Successor Agency’s activities during the period from dissolution until June 30, 2018; and

WHEREAS, as of, on and after July 1, 2018 under the Dissolution Law, in particular Section 34179(j), in every California county there shall be only one oversight board that is staffed by the county auditor-controller, with certain exceptions that do not apply in the County of Santa Barbara; and

WHEREAS, as of, on and after July 1, 2018 the County of Santa Barbara through the Santa Barbara County Auditor Controller established the single Santa Barbara Countywide Oversight Board (the “Oversight Board”) in compliance with Section 34179(j), which serves as the oversight board to the six successor agencies existing and operating in Santa Barbara County, including the Successor Agency; and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each annual fiscal period as provided in Section 34177(o) of the Dissolution Act; and

WHEREAS, pursuant to Section 34177(j) of the Dissolution Act, the Successor Agency is required to prepare and submit to the Oversight Board an “Administrative Budget” for each annual fiscal period corresponding to each Recognized Obligation Payment Schedule; and

WHEREAS, pursuant to Section 34177(o) of the Dissolution Act, the Successor Agency must prepare, approve, and submit to the Oversight Board for approval its Recognized Obligation Payment Schedule (“ROPS”) for the period covering July 1, 2025 through June 30, 2026 (also referred to as “ROPS 25-26”); and

WHEREAS, the ROPS 25-26 sets forth and includes the Administrative Budget prepared by the Successor Agency for the period covering July 1, 2025 through June 30, 2026; and

WHEREAS, the Successor Agency will present the ROPS 25-26 and Administrative Budget to the Oversight Board on January 15, 2025; and

WHEREAS, the Successor Agency desires to approve the form of ROPS 25-26 in the form attached to this Resolution as Attachment No. 1 and incorporated herein by this reference; and

WHEREAS, the Successor Agency desires to approve the form of Administrative Budget in the form attached to this Resolution as Attachment No. 2 and incorporated herein by this reference; and

WHEREAS, following approval of ROPS 25-26 by the Successor Agency Board, pursuant to Section 34177, subdivisions (j) and (o), and Section 34180(g) of the Dissolution Act, Successor Agency staff shall submit ROPS 25-26 to the Oversight Board and DOF for approval.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Redevelopment Agency of the City of Guadalupe, as follows:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part hereof.

SECTION 2. The Successor Agency Board hereby approves the ROPS 25-26 in the form attached to this Resolution as Attachment No. 1, and the Administrative Budget attached to this Resolution as Attachment No. 2, and authorizes the Successor Agency Executive Director to make such augmentation, modification, additions or revisions as he may deem appropriate.

SECTION 3. The Executive Director is further authorized and directed to transmit ROPS 25-26 to the Oversight Board, and upon approval thereof by the Oversight Board, the Executive Director is directed to transmit the approved ROPS 25-26 to the County Auditor-Controller, the State Controller's Office, and the State Department of Finance, and to post the ROPS 25-26 on the City's website.

SECTION 4. The Secretary on behalf of the Successor Agency Board shall certify to the adoption of this Resolution.

SECTION 5. This Resolution shall take effect upon the date of adoption.

THE FOREGOING RESOLUTION IS APPROVED AND ADOPTED BY THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE THIS 14TH DAY OF JANUARY 2025 BY THE FOLLOWING ROLL CALL VOTE:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Judy Wilson, Secretary of the Successor Agency to the Redevelopment Agency of the City of Guadalupe, do hereby certify that the foregoing **Successor Agency Resolution No. 2025-01** was duly adopted by the Board of the Successor Agency to the Redevelopment Agency of the City of Guadalupe at a regular meeting held on January 14, 2025.

ATTEST:

Judy Wilson, Secretary
Successor Agency of the Redevelopment
Agency of the City of Guadalupe

Ariston Julian, Chair
Successor Agency of the Redevelopment
Agency of the City of Guadalupe

APPROVED AS TO FORM:

Philip F. Sinco, Successor Agency Counsel

ATTACHMENT NO. 1

(Attach ROPS)

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Guadalupe
 County: Santa Barbara

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26 A Total (July - December)	25-26 B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 31,846	\$ -	\$ 31,846
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	31,846	-	31,846
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 456,689	\$ 31,002	\$ 487,691
F RPTTF	421,132	1,175	422,307
G Administrative RPTTF	35,557	29,827	65,384
H Current Period Enforceable Obligations (A+E):	\$ 488,535	\$ 31,002	\$ 519,537

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety Code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named successor
 agency.

 Nancy Anderson Chairman

 Signature Date

Guadalupe Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	
		Fund Sources						
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF		
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Bonds issued on or before 12/31/11	Bonds issued on or after 01/01/12	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments	
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount	0	309,008		83,607	(48,186)	Col G Line 1 - Amount shown reflects ROPS 19-20 Prior Period Adjustment (PPA) (\$300) and ROPS 21-22 PPA (\$300), expenditures of \$9,166 due from the City for administrative expense in excess of approved ROPS 16-17 and \$16,389 in excess of approved ROPS 17-18 Administrative Cost Allowance	
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller	0	0	0	7,683	606,604		
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)	0	294,532	0		287,290		
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	0	14,476	0	0	301,659	Reflects Debt Service due on August 1, 2023	
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC	No entry required					18,300	Amount ties to ROPS 22-23 PPA Form
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 91,290	\$ (48,831)	Amount shown reflects ROPS 19-20 Prior Period Adjustment (PPA) (\$300) and ROPS 21-22 PPA (\$300), expenditures of \$9,166 due from the City for administrative expense in excess of approved ROPS 16-17, \$16,389 in excess of approved ROPS 17-18 and \$345 in excess of approved ROPS 22-23 Administrative Cost Allowance	

Guadalupe Recognized Obligation Payment Schedule (ROPS 25-26) - Notes July 1, 2025 through June 30, 2026

Item #	Notes/Comments
2	To properly reflect the payment of the obligation from the proper source of revenues. The DOF did not reflect the ROPS I prior period adjustment that was deducted from the ROPS III RPTTF revenues the Successor received in its calculation of the monies available to pay the obligation. The Guadalupe Successor Agency paid the loan obligation from Other Revenues.
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34	Reflects utility expenditures that were not eligible for State remediation funding.
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ATTACHMENT NO. 2

(Attach administrative budget)

**Guadalupe Successor Agency
Administrative Expenses
ROPS FY 25-26
July 1, 2025 - June 30, 2026**

Position:	Accounts Payable	Finance Director		City Clerk		Office Administrator		Total Payroll		Estimated Time Frame			
FY 25/26 Fully Burdened Rate**:	72.72	112.2		105.63		134.72							
Task	Notes	Estimated hours	Estimated Cost	Estimated hours	Estimated Cost	Estimated hours	Estimated Cost	Estimated hours	Estimated Cost	Total Hours	Total Amount	July-December	January - June
Prior Period Adjustment - Due Oct. 1	Provide Financial Reports, Information and review PPA prepared by Consultant	0	\$ -	5	\$ 561	0	\$ -	0	\$ -	5	\$ 561	\$ 561	\$ -
Accounts Payable	Invoice Coding, Review, Approvals	10	\$ 1,122	15	\$ 1,683	0	\$ -	0	\$ -	25	\$ 2,805	\$ 1,403	\$ 1,403
General Accounting	Journal Entries of staff time, deferred revenue, interest. Fund Balance, Reconciliation, Cashiering, reporting compliance, financial statements, audit	0	\$ -	35	\$ 3,927	0	\$ -	0	\$ -	35	\$ 3,927	\$ 1,964	\$ 1,964
City of Guadalupe Budget	Staff Report, meetings, including monthly Budget to Actuals Review	0	\$ -	14	\$ 1,571	0	\$ -	1.5	\$ 202	15.5	\$ 1,773	\$ 886	\$ 886
ROPS _Redevelopment Agency Dissolution Application	Review ROPS & Amended ROPS prepared by Consultant	0	\$ -	2	\$ 224	0	\$ -	1.5	\$ 202	3.5	\$ 426	\$ 213	\$ 213
City of Guadalupe Council Meetings	Staff Report, Attachments, Review, Attendance	0	\$ -	4	\$ 449	3	\$ 337	4	\$ 539	11	\$ 1,324	\$ 662	\$ 662
Santa Barbara County Oversight Board Meetings	Review Staff Report and Attachments, Attendance, travel time	0	\$ -	8	\$ 898	0	\$ -	8	\$ 1,078	16	\$ 1,975	\$ 988	\$ 988
DOF Followup	Question regarding RAD submission	0	\$ -	20	\$ 2,244	0	\$ -	5	\$ 674	25	\$ 2,918	\$ 1,459	\$ 1,459
Consultant Meetings/Emails	SA Transfer of Real Property (AL's Union),ROPS, Amended ROPS, Last and Final ROPS,	0	\$ -	15	\$ 1,683	0	\$ -	7.5	\$ 1,010	22.5	\$ 2,693	\$ 1,347	\$ 1,347
		10	\$ 1,122	118	\$ 13,240	3	\$ 337	27.5	\$ 3,705	158.5	\$ 18,403	\$ 9,482	\$ 8,921
City Overhead Rate **										30%	\$ 5,521	\$ 2,845	\$ 2,676
Subtotal											\$ 23,924	\$ 12,327	\$ 11,597
Successor Agency Counsel										51	\$ 17,250	\$ 8,625	\$ 8,625
City Attorney										10	\$ 1,750	\$ 875	\$ 875
Professional Services										50	\$ 10,000	\$ 7,500	\$ 2,500
Allocated Costs											\$ 7,460	\$ 3,730	\$ 3,730
Contingency											\$ 5,000	\$ 2,500	\$ 2,500
DOF Reclaim remediation											\$ -	\$ -	\$ -
Total Projected Admin Fees for full year											\$ 65,384	\$ 35,557	\$ 29,827

*Fully Burdened Rates are derived by calculating the budgeted Salaries and Benefits, divisible by the workable hours in a calendar year. Workable hours are calculated as 1,800, which is 2,080 less holidays, accruable vacation, and sick time.

**The Fully Burdened Rate does not include overhead, such as lease, insurance, support services, etc.

**City's Indirect Cost rate is the overhead rate as defined in the City's User Fee Schedule.