

Finance Director's Report

January 2008

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City of Guadalupe



Guadalupe, California

# Proclamation

## MARCH 20, 2008 - NATIONAL AGRICULTURE DAY

**WHEREAS**, THE CITY OF GUADALUPE was originally the rail shipping point for many of the vegetables grown in the Santa Maria Valley; and

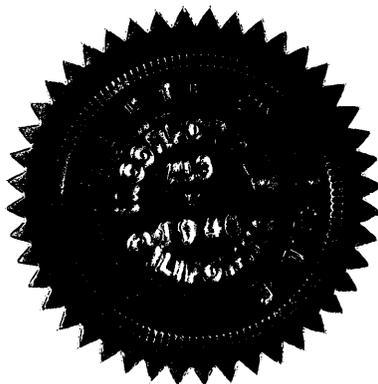
**WHEREAS**, AGRICULTURAL LANDS surrounding the City of Guadalupe are among the most productive lands in the State of California, producing such crops as broccoli, cauliflower, celery, lettuce and strawberries; and

**WHEREAS**, AGRICULTURE is a major contributor to the economy of Guadalupe and the economic well-being of its residents; and

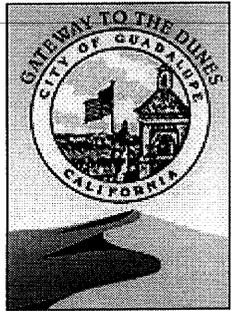
**WHEREAS**, CALIFORNIA WOMEN FOR AGRICULTURE is an organization dedicated to building bridges and educating the community about the importance of Santa Maria Valley agriculture;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Guadalupe hereby proclaims March 20, 2008 to be "NATIONAL AGRICULTURE DAY" in Guadalupe, to celebrate the contributions and honor the achievements of those working in agriculture who produce the food upon which we all depend.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Guadalupe to be affixed hereto on this 11<sup>th</sup> day of March, 2008.



*Lupe Alvarez*  
Lupe Alvarez, Mayor



**F A C S I M I L E**

**Date:** February 29, 2008

**Name:** Blair Kirk  
**Organization:** KIRK Construction  
**Fax:** 805/461-0071

**From:** Carolyn Galloway-Cooper *CG*  
 City Administrator  
 (805) 356-3891

**Subject:** Change Order #1 - O'Connell Park

**Pages:** 3

**Comments:** Approved

**Documents:** 1) This Cover Sheet.  
 2) Signed change order  
 3)  
 4)

**PRIVACY NOTICE**

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**KIRK CONSTRUCTION**  
A California Corporation

**8830 Morro Road.**  
Atascadero, CA. 93422  
(805) 461-5765 • Office  
(805) 461-0071 • Fax  
CA. License #810345

**CHANGE ORDER-O'CONNELL PARK**

**FROM:**  
Blair Kirk  
Kirk Construction

**DATE:**  
02/28/08

**To: City of Guadalupe**  
918 Obispo Street  
City of Guadalupe, CA 93434

**Phone: (805) 356-3891**  
**Fax: (805) 343-5512**

**We hereby submit the following change order for: O'Connell Park**

**\*Due to in accurate location of existing sewer lateral per plan**

Extra 110 feet of sewer line tie in from swing set area.  
Includes potholing existing waterline, sanding & laying of pipe.  
Includes backfill and compaction of ditch line  
Includes prevailing wage

**Total: One Thousand, Four Hundred Dollars (\$1,400.00)**

**Total Completed Change Order Price: One Thousand, Four Hundred Dollars (\$1,400.00)**  
(Excludes: Surveying, all permits, slurry backfill, construction water meter and fees, night work, special inspections, )

*Though it is not anticipated, unknown underground obstructions may be encountered during the excavation process. Examples of these may be excessive ground water, rock, septic tanks, gasoline storage tanks, Indian artifacts, concrete caverns, contaminated soil or abandoned well casings. Rock excavation that includes unknown materials and obstructions encountered which cannot be dislodged and excavated with modern track-mounted heavy-duty excavation equipment without drilling, blasting, ripping or jack hammering. Should any of these or other types of obstructions be encountered, work will cease immediately and the owner will be notified. Work on these obstructions will then proceed on a time and material basis.*

*Subcontractor shall have the right to stop work if any payment shall not be made, when due, to Subcontractor under this Agreement. Subcontractor may keep the job idle until all payments due are received. Failure to make payment, within (30) days of due date, is a material breach of this Agreement and shall entitle Subcontractor to cease any further work. Subcontractor may treat such material breach as justifiable means to refuse to complete the balance of contract work. Past due invoices will be charged 1-1/2% per month or the maximum rate allowed by state law*

*Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.*

Respectfully submitted,

  
\_\_\_\_\_  
Blair Kirk

*The proposal may be withdrawn if not accepted within 15 days*

*if Kirk Construction is required to commence any legal action to recover losses under this agreement or required to employ an attorney for the enforcement of any of its rights herein, customer agrees to pay for responsible attorney fees and costs incurred thereby.*

*Cooper*

Authorized Signature

2/29/08

Date

Carolyn Galloway-Cooper  
Print Name

*Please sign, date, and return by fax or mail.*



59.

**ADMINISTRATION  
918 Obispo Street  
Guadalupe, CA 93434  
805-356-3891**

---

March 5, 2008

Bruno Bornino  
1183 Shannon Lane  
Arroyo Grande, CA 93420

Subject: Thirty (30) day Notice to terminate GETA lease

Dear Bruno:

This is to notify you in writing of termination of the lease at 4719 W. Main Street. This relates to the portion occupied by the GETA non-profit corporation.

Thank you for the long-term relationship throughout the years. If you any questions or if further clarification is needed please call me at 805-356-3891.

Yours truly,

Carolyn Galloway-Cooper  
City Administrator

c: Mayor and City Council  
Hugo Lara, GUSD Superintendent  
Finance Director  
Guadalupe Redevelopment Agency file

file: Letter to cancel GETA lease dtd 3/5/08



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**COMMERCIAL LEASE AGREEMENT**  
(C.A.R. Form CL, Revised 04/06)

Date (For reference only): June 6, 2007

Bruno Bornino

("Landlord") and

City of Guadalupe

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 4719 W. Main St. A-D, Guadalupe, Ca 93434 ("Premises"), which comprise approximately 18.000 % of the total square footage of rentable space in the entire property. See exhibit \_\_\_\_\_ for a further description of the Premises.

2. **TERM:** The term begins on (date) July 1, 2007 ("Commencement Date"), (Check A or B):

**A. Lease:** and shall terminate on (date) June 30, 2008 at 11:59  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

**B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

**C. RENEWAL OR EXTENSION TERMS:** See attached addendum \_\_\_\_\_

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

(1) \$ \_\_\_\_\_ per month, for the term of the agreement.

(2) \$ 3,000.00 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for Los Angeles Riverside (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_

(4) In accordance with the attached rent schedule.

(5) Other: \_\_\_\_\_

B. Base Rent is payable in advance on the 1st (or  \_\_\_\_\_ ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Bruno Bornino at (address) 1183 Shannon Lane, Arroyo Grande, 93420, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on \_\_\_\_\_

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant  is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ \_\_\_\_\_ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord's Initials (B<sup>2</sup>) (\_\_\_\_\_) Tenant's Initials (B.A.) (\_\_\_\_\_) Reviewed by \_\_\_\_\_ Date 7/3/07



Premises: 4719 W. Main St. A-D, Guadalupe, Ca 93434

Date June 6, 2007

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>07/01/2007</u> To <u>07/31/2007</u> Date Date	\$ <u>3,000.00</u>	\$ _____	\$ <u>3,000.00</u>	_____
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>3,000.00</u>	\$ _____	\$ <u>3,000.00</u>	_____

8. PARKING: Tenant is entitled to available unreserved and no reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: no additional storage. The right to additional storage space  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: Tenant currently in possession  
Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant \_\_\_\_\_

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B.  (if checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as City Library an Geta Lab  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR  (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR  (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials (B) (\_\_\_\_\_)  
Tenant's Initials (RA) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date 7/3/07



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or  \_\_\_\_\_) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or  \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relenting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ \_\_\_\_\_. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ \_\_\_\_\_, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ( LA ) ( \_\_\_\_\_ )

Tenant's Initials ( LA ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date 7/3/07



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **DISPUTE RESOLUTION:**
  - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
  - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
  - (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
  - (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials BZ 1 \_\_\_\_\_ Tenant's Initials R.A. 1 \_\_\_\_\_

Landlord's Initials ( BZ ) ( \_\_\_\_\_ )  
 Tenant's Initials ( R.A. ) ( \_\_\_\_\_ )  
 Reviewed by \_\_\_\_\_ Date 7/3/07



Premises: 4719 W. Main St. A-D, Guadalupe, Ca 93434

Date June 6, 2007

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Bruno Bornino  
1183 Shannon Lane  
Arroyo Grande, CA 93420  
805 489 0890

Tenant: City of Guadalupe  
918 Obispo St  
Guadalupe, CA 93434  
805 343 5512

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_

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The following ATTACHED supplements/exhibits are incorporated in this agreement: \_\_\_\_\_

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction: \_\_\_\_\_ (Print Firm Name) is the agent of

Listing Agent: None (check one):

the Landlord exclusively; or  both the Tenant and Landlord.

Selling Agent: None (Print Firm Name) (if not same as Listing Agent) is the agent of

(check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (BZ) (\_\_\_\_\_) (\_\_\_\_\_)  
Tenant's Initials (R.A.) (\_\_\_\_\_) (\_\_\_\_\_)  
Reviewed by \_\_\_\_\_ Date 7/3/07



Premises: 4719 W. Main St. A-D, Guadalupe, Ca 93434

Date June 6, 2007

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date \_\_\_\_\_

City of Guadalupe  
(Print Name)  
Address 918 Obispo St City Guadalupe State CA Zip 93434

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print Name) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Landlord [Signature] Date 6-29/07  
(owner or agent with authority to enter into this agreement)  
Address 1183 Shannon Lane City Arroyo Grande State CA Zip 93420

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) None DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) None DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date 7/3/07



**REPORT TO THE CITY COUNCIL  
March 11, 2008**

151

**Prepared By:**  
Rob Mullane, City Planner

  
**Approved By:**  
Carolyn Galloway-Cooper

**SUBJECT:** Prohibition on Parking of Vehicles within Portions of the Front Yard

**RECOMMENDATION:**

- 1) Receive a presentation from Staff
- 2) Conduct Public Hearing
- 3) Perform first reading and introduction of Ordinance # 2008-\_\_, an Ordinance that prohibits parking on portions of front yards in residential areas

**BACKGROUND:**

At the November 13, 2007 City Council meeting, the City Council discussed a possible prohibition of parking within portions of the front yard for residentially zone properties. The Parking Prohibition is intended to enhance the aesthetic of the City's residential areas, as well as to provide improved access to residential areas for emergency vehicles and personnel. The City Council expressed its general support for such a prohibition, but wanted the Planning Commission to work on the specifics, as the mechanism for such a prohibition would be an amendment to the Zoning Code.

The Planning Commission discussed the proposed parking prohibition on December 18, 2007, and February 19, 2008. The latter meeting included a public hearing on the Planning Commission's advisory review of the draft Ordinance. At the February 19<sup>th</sup> meeting, the Planning Commission approved a resolution (Resolution #PC 2008-01) in support of the draft Parking Prohibition Ordinance. The proposed Ordinance is Attachment 1 to this staff report, and the approved Planning Commission Resolution is included as Attachment 2.

**DISCUSSION:**

**Existing Zoning Ordinance Standards**

Existing standards for parking are specified in Section 18.60 of the Zoning Ordinance. Generally, two off-street parking spaces are required for each single-family residence, and multi-family developments are required to have 1.5 spaces per unit. The required off-street parking may not be located within the front setback. (Front yard setbacks in residential zoning districts are generally 20 feet deep, but are 15 feet in certain residential areas also governed by a Specific Plan.) In addition, the zoning code requires every off-

street parking spot to be accessible by a driveway from a public street or alley. However, other than this access requirement, the Zoning Ordinance is not explicit on where additional parking spaces (other than the required number of spaces) may be located.

### **Overview of the Parking Restriction**

The proposed ordinance would explicitly prohibit parking of cars, trucks, RVs, and other vehicles and trailers on unpaved portions of the front yard. Parking of such vehicles would be allowed only on paved portions of the front yard would require a Conditional Use Permit. The Ordinance would cap the number of additional parking spaces at one and set a minimum requirement for the amount of landscaping to be retained.

### **Planning Commission Input**

The version of the draft Ordinance presented to the City Council in November has been revised as a result of Planning Commission input. The draft Ordinance includes a Conditional Use Permit (CUP) process to allow consideration of requests for additional parking spaces in front yards of residential properties. Through the CUP process, requests for additional paving in the front yards would be considered on a case by case basis after reviewing the potential safety and aesthetic impacts of any additional parking.

The Commission also recommended broadening the restriction on parking in unpaved portions of the front yard to include parking on the secondary street frontage for corner lots. An exemption is provided for parking on street-side side yards of corner lots, when such parking would be screened behind a legally permitted fence or wall. The draft Ordinance includes these recommended revisions.

### **CEQA Review**

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the State of California's CEQA Guidelines. Section 15061 states that "...CEQA applies only to projects with have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

### **Alternatives to the Recommended Action**

The City Council could decide to continue this item to allow for continued discussion of the Parking Prohibition. If the Council opts for this alternative, the public hearing should be left open and a date-certain future meeting selected if possible.

The City Council could decide not to support the Parking Prohibition Ordinance. In this case, staff should be directed to discontinue work on this project.

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**Attachments:**

1. Parking Prohibition Ordinance (Ordinance # 2008-\_\_)
2. PC Resolution No. 2008-01

**AGENDA ITEM:**

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**ATTACHMENT 1**

**ORDINANCE PROHIBITING THE PARKING OF VEHICLES  
WITHIN CERTAIN AREAS OF THE FRONT YARD SETBACK  
(ORDINANCE NO. 2008-\_\_)**

ORDINANCE NO. 2008-\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE  
PROHIBITING THE PARKING OF VEHICLES WITHIN CERTAIN PORTIONS  
OF THE FRONT YARD SETBACK

THE CITY COUNCIL OF THE CITY OF GUADALUPE DOES ORDAIN AS  
FOLLOWS:

**Section 1.** A new section 18.60.035 is hereby added to Chapter 18.60 of the Guadalupe Municipal Code to read as follows.

**18.60.035—Residential zones—parking prohibited in front yard setback (and street side yard setback for corner lots).**

(a) Parking a vehicle or vehicles on any unpaved portion of a front yard setback is prohibited. Such parking is also prohibited on any unpaved portion of a street side yard setback for corner lots. Vehicles as used in this section includes recreational vehicles, boats whether on or off trailers, trailers, and any other similar vehicles whether operable or inoperable. Notwithstanding the foregoing prohibition, a vehicle may be parked on an unpaved portion of a front or street side yard setback for a period not exceeding one hour while actively being washed.

(b) After the effective date of the ordinance adopting this section, any additional paving of the front yard setback (or street side yard setback for corner lots) shall require a Conditional Use Permit. In considering an application for a Conditional Use Permit, the Planning Commission shall consider the aesthetic impact of any such paving as well as the potential for interference with access to structures for emergency vehicles and personnel from vehicles or other obstructions to be placed on such paving. In no case shall additional paving reduce the total area of landscaping within the front yard (or street side yard setback for corner lots) to less than 33% of the pertinent yard setback area.

(c) Notwithstanding the foregoing, parking on unpaved portions of the street side yard setback may be allowed, if it otherwise meets zoning code standards and if it is screened behind a legally permitted fence or landscaping.

**Section 2. Savings and Interpretation Clause.** This ordinance shall not be interpreted in any manner to conflict with controlling provisions of state law, including, without limitation, the Government Code of the State of California. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

If this ordinance, or any section, subsection or clause of this ordinance shall be deemed unconstitutional or invalid as applied to a particular appeal, the validity of this ordinance and its sections, subsections and clauses in regards to other contracts, shall not be affected.

**Section 3. Publication and Effective Date.** Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be posted in three publicly accessible locations in the City. The ordinance shall take effect thirty (30) days after adoption.

INTRODUCED at a regular meeting of the City Council held this 11th day of March, 2008 on motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

PASSED AND ADOPTED at a regular meeting of the City Council held this \_\_\_\_ day of \_\_\_\_\_, 2008 on motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

CITY OF GUADALUPE

BY: \_\_\_\_\_  
Lupe Alvarez, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

---

**ATTACHMENT 2**

**PC RESOLUTION NO. 2008-01**

## **PLANNING COMMISSION RESOLUTION NO. 2008-01**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GUADALUPE RECOMMENDING APPROVAL BY THE CITY COUNCIL OF CC ORDINANCE NO. 2008-\_\_ AMENDING THE CITY'S ZONING CODE (TITLE 18 OF THE GUADALUPE MUNICIPAL CODE) TO ESTABLISH A PARKING PROHIBITION WITHIN CERTAIN PORTIONS OF THE FRONT YARD SETBACK OF RESIDENTIALLY ZONED PARCELS**

**WHEREAS**, the City desires to ensure orderly parking in its residentially zoned areas and to maintain safe and reliable emergency access to residences and other residential buildings; and

**WHEREAS**, City planning staff has drafted an ordinance to create a parking prohibition in certain portions of the front yard setback for residentially zoned properties, in conformance with the guidance in the City's General Plan; and

**WHEREAS**, the City Council on November 13, 2007, stated its support for the development of certain restrictions on parking in front yards of residential properties; and

**WHEREAS**, the City Planning Commission conducted a duly noticed Public Hearing for this item on February 19, 2008, and has considered all written and verbal testimony; and

**WHEREAS**, the establishment of a parking prohibition in certain portions of the front yard setback, can be found exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 of the State of California CEQA Guidelines;

**AND WHEREAS**, the City Planning Commission has reviewed the draft ordinance at its meeting of February 19, 2008, and finds it consistent with the City's General Plan.

**NOW, THEREFORE, BE IT RESOLVED** that

1. The Planning Commission of the City of Guadalupe recommends that the City Council adopt the CC Ordinance No. 2008-\_\_, and thereby establish a parking prohibition in certain portions of the front yard setback in the City's Zoning Code (Title 18 of the Guadalupe Municipal Code).

UPON MOTION of Commissioner Romero seconded by Commissioner Kraemer the foregoing Resolution is hereby approved and adopted the 19<sup>th</sup> day of February 2008, by the following roll call vote:

AYES: Commissioners Kraemer, Rayas, Romero, and Chair Ahumada  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: Commissioner Huntley

I, **Robert A. Mullane**, Planning Commission Secretary and Deputy City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **P.C. Resolution No. 2008-01**, has been duly signed by the Planning Commission Chair and attested by the Planning Commission Secretary, all at a meeting of the Planning Commission, held February 19, 2008, and that same was approved and adopted.

ATTEST:

  
\_\_\_\_\_  
R. Mullane, Planning Commission  
Secretary

  
\_\_\_\_\_  
A. Ahumada, Chairman

**CITY OF GUADALUPE**  
**CITY COUNCIL**

NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Guadalupe will hold a Public Hearing at:

6:00 p.m., Tuesday, March 11, 2008

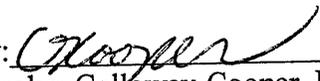
in the City Council Chambers, 918 Obispo Street, Guadalupe, California, to consider the following matter:

Project Title:	Residential Front Yard Parking Prohibition
Project Location:	Citywide (Residentially Zoned Parcels)
APN No	Various
Zoning	All Residential Zoning Districts
Lead Agency	City of Guadalupe
County	Santa Barbara

**The City Council will consider Introduction and First Reading of an Ordinance to amend the City's Zoning Code (Title 18 of the City's Municipal Code) to include a prohibition of parking within portions of the front yard and street side yards of corner lots for residentially zoned properties. The proposed amendment would provide additional standards for parking in residential areas. A process would be included to allow for additional parking in portions of the front yards (and street side yards for corner lots) subject to a Conditional Use Permit. The draft zoning ordinance amendment is available for review at the Planning Department at 918 Obispo Street, Guadalupe, California during regular business hours.**

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City Planning Department, City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434 or you may telephone (805) 356-3891.

**Dated: March 1, 2008**

By:   
Carolyn Galloway-Cooper, Deputy City Clerk

## **City of Guadalupe** **Transit Services – Short Range Transit Plan**

### **Guadalupe Transit Services History**

The City of Guadalupe has contracted for transit services since 1984. In that year, the City contracted for the first time, with Santa Maria Organization of Transportation Helpers, Inc. (SMOOTH) to provide daily specialized transportation between Guadalupe and the Orcutt/Santa Maria areas. The service was primarily directed toward seniors and disabled residents.

Transportation service demand increased to the degree that, in 1998 the City of Guadalupe entered into an agreement with the City of Santa Maria to operate the Guadalupe Clipper service, a more formal transit service between the two cities, as an extension of the Santa Maria Area Transit (SMAT) system. This agreement lasted until 1999 when the City of Guadalupe took the transit services “in-house”, initiating autonomous transit service to the community using reserve buses received from the City of Santa Maria and contract management services from SMOOTH.

The City purchased its first new transit vehicle by way of the FTA 5311 program in 2000. This new transit bus was named the Guadalupe Flyer, a nomenclature for the intercity Guadalupe-Santa Maria service that continues to date. The Guadalupe transit service then included three transit vehicles, the new Flyer and two original surplus 1993 SMAT transit buses.

In 2001, one of the '93 vehicles was assigned into service as the Guadalupe Shuttle, a new in-town route. Initially designed as a fixed route service, and following numerous rider service requests, the Shuttle was adapted into a “Deviated Route” service shortly thereafter. As a deviated route, the Shuttle adhered to a prescribed fixed route but had the flexibility to deviate off route to specific neighborhood areas or homes in response to service requests received by dispatch staff. This deviated route design also helped address in-town service requests from disabled residents, offering curb-to-curb ADA access in town as well as transfer capabilities to the Flyer for trips to Santa Maria.

ADA paratransit service for residents who could not be accommodated by either the Shuttle or the Flyer services was accomplished by way of a SMOOTH owned ADA accessible vehicle as part of the transit contract. In answer to ADA regulations, the ADA service included curb-to-curb delivery along the Flyer route, which extends approximately 12 miles along Highway 166, ending at Town Center Mall in Santa Maria. Because ADA scheduling and transfer processes did not exist between the Guadalupe Transit and SMAT, and the majority of ADA destinations in Santa Maria were beyond the ¾ mile route corridor, the Guadalupe ADA service was initially extended to include curb-to-curb drop off anywhere in Santa Maria or Orcutt when requested. Initial service requests (5-10 round trips per month) at this time did not make this a prohibitive practice and did not adversely affect farebox recovery targets.

The next benchmark for the Guadalupe Transit service was the acquisition in 2005 of a new 29 foot Gillig transit bus. The purchase was made available through a combination of City community grant funds and an SBCAG approved allocation of Measure D funding. This was followed in 2007 with the purchase of a second new 29 foot Gillig transit vehicle by way of Measure D funds. This acquisition allowed the City to retire and dispose of two of the older vehicles, providing considerable relief to annual repair costs.

## Current Population and Ridership Characteristics

While US Census statistics offer a comparative position from which data can be based, census data might be seen as somewhat flawed as, census data many times does not capture or reflect undocumented or seasonal agricultural workers who make up a substantial portion of the city's population. For this reason, this SRTP will integrate data from the US Census, City Utility/Population Estimate (see below), the April 2007 SBCAG Draft Regional Growth Forecast (RGF) and 2007 Transit Needs Assessment.

The 2000 US Census placed the City of Guadalupe at 5,569 residents. Again, this census data is likely deficient due to the number of residents who failed to participate in the process. In order to provide a more realistic population estimate, and solely for the purposes of this SRTP, a population estimate was derived from City Utility customer data. According to Guadalupe Finance Department, there were 1,971 utility customers in the city as of December 2007. 2000 Census data listed Guadalupe as having 4.24 persons per household resulting in an estimated 8,315 residents, based on utility customers. An assumption was made in this exercise that business utility customers include in the 1,971 figure was balanced by the likely number of multiple family utility customers.

Another factor impacting transit is Vehicle Availability. The 2007 SBCAG Transit Needs Assessment listed Guadalupe second in the County for number of households that do NOT have a vehicle available at 9.1% of the population, second to Santa Barbara at 9.5%, a community "served by a highly established transit system and possessing a significant non transit-dependent population" (SBCAG 2007 Transit Needs Assessment). In addition, 36.9% of Guadalupe households have only 1 Vehicle available, second highest in the North County area.

Passenger ridership has consistently grown in all three service categories, the Flyer, the Shuttle and ADA demand response service as demonstrated below.

	F/Y '03 – '04	F/Y '04 – '05	F/Y '05 – '06	F/Y '06 – '07	F/Y (Projected) '07 – '08	Avg. Annual Increase
<b>Flyer</b>	63,279	66,579	75,290	81,654	90,580	<b>9%</b>
<b>Shuttle</b>	16,394	22,992	27,719	28,772	29,350	<b>17%</b>
<b>ADA</b>	51	99	170	513	1,030	<b>117%</b>
<b>Total Rides</b>	79,724	89,670	103,179	110,939	120,960	<b>12%</b>
<b>% Increase</b>		+12	+15%	+8%	+11%	

In addition, the passenger load per hour for the Flyer service, which utilizes a 32 seat vehicle, has continued to impact the total seating capacity on that route. In '06- '07, the Flyer operated at total seating capacity approximately 30% of the schedule day, and in '07-'08, roughly 42% of the day. Peak hour usage on both routes is provided below. Note: The Flyer data below includes Saturday figures which reduce the actual impact realized on the route on week days. The Shuttle does not operate on Saturday.

	6:15	7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15
Flyer	18	29	25	26	31	32	34	22	24	37	40	29
Shuttle	-	-	-	-	16	19	9	19	34	23	-	-

## Population and Transit Growth Forecast

A number of factors contribute to the population increases forecasted for the City of Guadalupe. More affordable real estate costs, close proximity to larger city and work centers, favorable “small town” environment, attention to down town revitalization plans, and substantial planned subdivision projects are but a few such factors.

Sighting the SBCAG Draft Regional Growth Forecast (RGF), Guadalupe will have the second highest percentage growth in the County, second only to the small community of Cuyama. This RGF estimates the City will experience a 2.6 % average annual population increase over the 35 Years between 2005-2040. The 5 year period 2005-2010 is seen as the largest period of growth at 13.7 % or 3.4 % each year. The previously described utility customer based population estimate and the RGF estimates are combined to offer the following population growth estimates for the initial years of the period included in this SRTP, followed by the estimated population after 10 years.

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2017</b>
<b>Population</b>	8,315	8,598	8,890	9,148	9,413	10,392
<b>Pop. Increase</b>		+ 283	+ 292	+ 258	+ 265	+ 979
<b>% Increase</b>		+ 3.4 %	+ 3.4 %	+ 2.9 %	+ 2.9 %	+ 9.2 %

While the table above reflects a substantial population increase, a potentially more alarming growth forecast is offered below which, utilizes the D J Farms subdivision project as the sole growth factor for Guadalupe and does not include growth in other areas of the community. For this exercise, the following assumptions were made: a) 980 total single family units in the D J Farms project, b) 4.24 residents per household, c) Five one-year construction phases to be added each year commencing in 2009 or 196 new residences per year, d) The extended 2017 population includes the last or fifth year of phased construction plus annual growth thereafter at the 2.3 % annual SBCAG - RGF rate of increase during 2012-2017.

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2017</b>
<b>Population</b>	8,315	9,146	9,977	10,808	11,639	13,330
<b>Pop. Increase</b>		+ 831	+ 831	+ 831	+ 831	1,691
<b>% Increase</b>		+ 10 %	9.1 %	8.3 %	7.7 %	14.5 %

These two individual forecast exercises provide concerning growth data for transit planning consideration. In addition, the Guadalupe transit service has experienced an average annual increase on 12 % over the previous 5 Years (see Table 1 above). Extending all of these factors into transit data projections is difficult at best as, future transit dependency is relatively unpredictable. The following ridership projection is offered, utilizing both the SBCAG – RGF and the D J Farms population growth models.

<b>Table 5 - Transit Ridership Projection</b>						
	2008	2009	2010	2011	2012	2017
<b>SBCAG - RGF</b>						
Population	8,315	8,598	8,890	9,148	9,413	10,392
Ridership	120,960	125,076	129,324	133,077	136,928	151,169
<b>D J Farms</b>						
Population	8,315	9,146	9,977	10,808	11,639	13,330
Ridership	120,960	133,049	145,138	157,226	169,315	193,914

It should be noted that it is difficult to estimate the eventual *transit dependence* that the residents of the DJ Farms project will present to the transit service. The transit ridership in the Point Sal Dunes subdivision, as an comparison, is considerably less than in other more low-income areas of the City. DJ Farms may follow this example with eventual transit impacts to be realized from school aged riders, seniors, and workers commuting to Santa Maria.

### **Farebox Recovery Trends**

Transit Farebox Recovery refers to the ratio between the dollars contributed by fare generating passengers versus the total operating expenses of the transit service. Rural services such as Guadalupe's are required by the Transportation Development Act (TDA) to maintain a minimum annual farebox recovery of 10 %.

The table below will demonstrate that Guadalupe Transit has maintained a very desirable farebox recovery rate. While annual vehicle maintenance expenses have been reduced substantially with the recent acquisition of two new buses, maintenance costs will steadily increase with additional mileage.

<b>Table 6 – Farebox Recovery</b>		
'05 – '06	'06 – '07	'07 – '08
17.7 %	19.6 %	23.3 %

While the Farebox Recovery rates exceed the minimum 10 % required by TDA regulations, it should be noted that the City of Guadalupe currently allocates a full 100% of annual TDA transit funds to the transit service. The TDA allocation, combined with the allocation of FTA 5311 and State Transit Assistance (STA) funding are adequate, at this time, to cover the expenses of the transit budget at the current level of service.

<b>Table 7 – Guadalupe Transit '07 – '08 Contractor Operating Budget</b>	
<b>Revenue</b>	
Fares	70,062
5311 (undetermined)	
STA	6,397
TDA	227,847
Total Revenue	304,306
<b>Expenses</b>	
Contract Services	189,400

Maintenance/Repairs	30,000
Fuel	48,700
City Administration	16,600
Insurance	15,174
Total Expenses	299,874
Difference + / -	+ 4,432

## **Unmet Transit Needs Assessment and North County Transit Plan**

### **Unmet Transit Needs Assessment**

The California Transportation Development Act (TDA) provides two major sources of funding for public transportation, the Local Transportation Fund (LTF) and the State Transit Assistance (STA) fund. In addition, the TDA requires an annual assessment of regional and local transit needs prior to making any allocation of TDA funds for other transportation related expenses such as streets and roads projects. Santa Barbara County Association of Governments (SBCAG), as the designated Regional Transportation Planning Agency (RTPA), is responsible for conducting these annual transit needs assessments.

The Needs Assessment process involves receiving input from social service transportation advisory groups, at least one public hearing, groups likely to be transit dependent or transit disadvantaged (elderly, handicapped, Cal WORKS recipients), an analysis of existing public and specialized transportation services, and an analysis of potential alternative transportation services and service improvements that would meet demand. With that information, SBCAG is responsible for concluding:

- There are no unmet transit needs.
- There are no unmet transit needs that are reasonable to meet.
- There are unmet transit needs, including needs that are reasonable to meet.

The SBCAG Unmet Needs Assessment is compiled and is presented to an advisory board, the Santa Barbara County Transit Advisory Council-SBCTAC (comprised of representatives from transit agencies, transit users, and representatives from disabled, senior and social service agencies/groups). The assessment is also reviewed by the Technical Transportation Advisory Committee (TTAC) and is then presented to the public by way of two public hearings, one each in North and South County venues.

The final draft of the Needs Assessment, with input from all of the concerns identified above, is presented to the SBCAG Board for review, and following another opportunity for public comment, is considered for adoption.

The most recent Unmet Needs Assessment document was adopted during the May 2007 SBCAG Board meeting. Recommendations impacting the City of Guadalupe transit services included:

- Necessary steps needed to address Farmworker Transportation needs.
- More frequent service to and from Guadalupe.

### **North County Transit Plan**

The Guadalupe Transit service is included in the North County Transit Plan, most recently adopted in 2006. This extensive process, similar to the Unmet Transit Needs process described above, also involved public hearing opportunities that allowed for input from the general public, social services, government

and transit agencies. The recommendations resulting from the North County Transit Plan include Short Term (5 Years) and Long Term (10 Years) recommendations. Recommendations related to the Guadalupe Transit service adopted by SBCAG in 2006 include:

- Short Term - Expand early morning route to allow connectivity with the RTA Route 10 north to San Luis Obispo.
- Long Term – Additional evening peak period trip from Guadalupe to Santa Maria for service enhancement and for better connectivity for the RTA Route 10 north to San Luis Obispo.

**Existing Services**

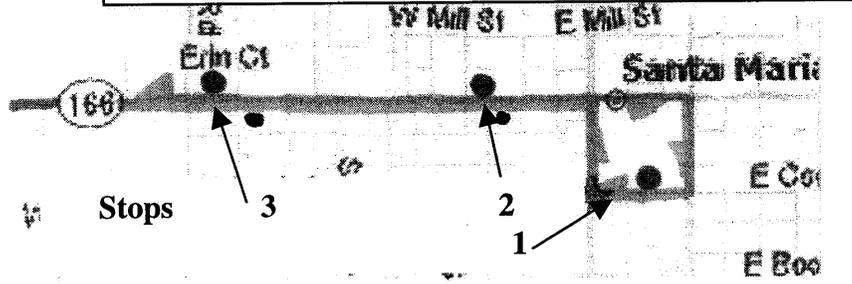
The Guadalupe Flyer

The intercommunity fixed route service from Guadalupe to Santa Maria is referred to as The Flyer. The Flyer operates Monday through Friday from 6:15 A.M. to 6:15 P.M. Abbreviated service on Saturday starts at 8:15 A.M. and concludes at 5:15 P.M. The first morning loop begins at the Santa Maria Town Center, and proceeds west bound on Main Street (Highway 166) with two bus stops in Santa Maria, strategically located for high school and shopping access. Continuing on the 166, the Flyer enters the City of Guadalupe and proceeds through 13 bus stop locations before returning to the two Main Street stops and Town Center Mall. Each loop is one hour in duration.

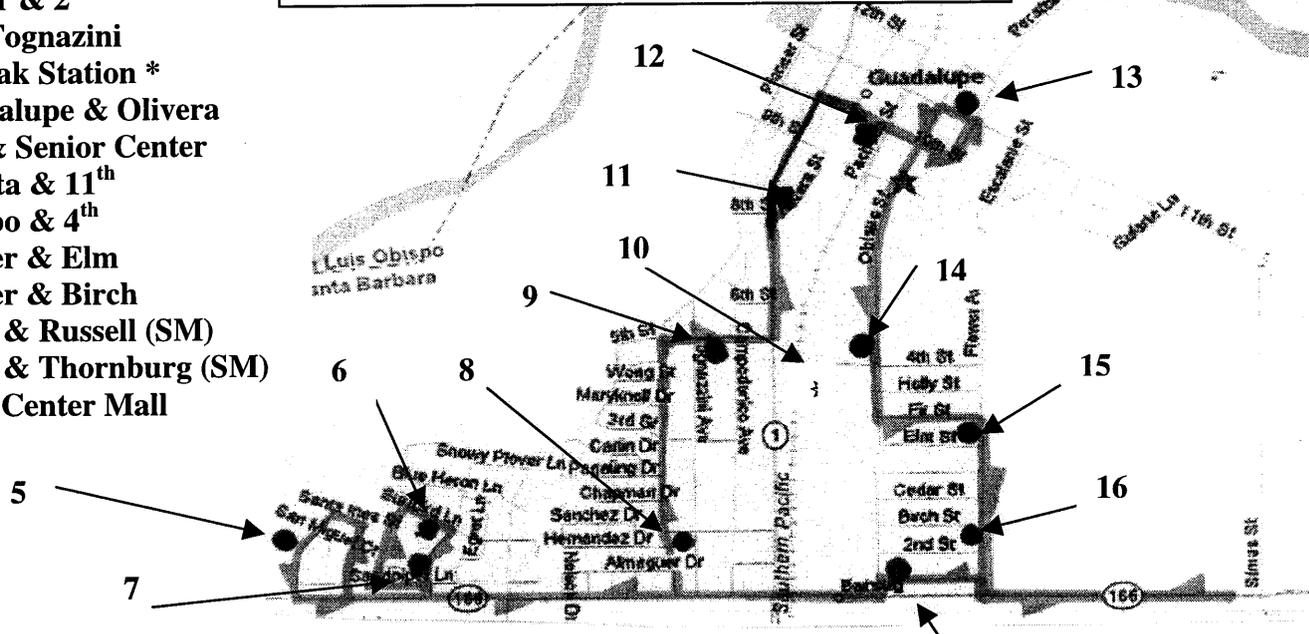
**GUADALUPE FLYER  
Route Bus Stops**

1. Town Center Mall (SM)
2. Main & Thornburg (SM)
3. Main & Russell (SM)
4. Amber & Obispo
5. Jack O’Connell Park
6. Surfbird & Pacific Dunes
7. Pt. Sal Dunes & Sandpiper
8. Pioneer & 2<sup>nd</sup>
9. 5<sup>th</sup> & Tognazini
10. Amtrak Station \*
11. Guadalupe & Olivera
12. 10<sup>th</sup> & Senior Center
13. Peralta & 11<sup>th</sup>
14. Obispo & 4<sup>th</sup>
15. Flower & Elm
16. Flower & Birch
17. Main & Russell (SM)
18. Main & Thornburg (SM)
19. Town Center Mall

**Guadalupe Flyer – Santa Maria Bus Stops**



**Guadalupe Flyer – Guadalupe City Bus Stops**



The scheduled bus stop at the Amtrak station was modified three years ago after an analysis of the very low ridership from that location and the negative on-time impact that the location presented to the overall schedule. The Amtrak Surfliner train is scheduled in Guadalupe only twice a day, at 7:21 A.M. and 2:36 P.M. Referring to the Route Map above (stop #10 \*), the Flyer turns south from 5<sup>th</sup> St. on to Guadalupe St. (Highway 1), then left into the station parking lot. When factoring the time impact for this segment of the schedule and the very low ridership likelihood at this location (the station is isolated from business and homes), the decision was made to only swing through the Amtrak station at the two Surfliner scheduled stops or as requested.

The fare structure for the Guadalupe Flyer has been at the current rate since the systems' inception, primarily due to the high level of transit dependency in the community, the relative low income of the passengers, and the very favorable farebox recovery rate that it has received. Monthly Bus Passes, Punch Passes, and Bus Tokens are available for purchase at the Guadalupe City Hall, Town Center Mall and the SMOOTH transit office in Santa Maria.

<u>Daily Bus Fares</u> (per trip)		<u>Monthly Passes</u> (unlimited monthly use)	
Basic Fare	\$1.00	Regular	\$30.00
Students / Seniors	\$ .50	Students	\$15.00
Disabled / Medicare	\$ .50	Senior / Disabled	\$15.00
Children Under 6	No Fare		

The Guadalupe Flyer mirrors the Holiday Schedule of the Santa Maria Area Transit (SMAT) service and is closed (no service) for New Years' Day, Independence Day (July 4<sup>th</sup>), Thanksgiving Day and Christmas Day. The flyer operates on the Saturday abbreviated schedule (8:15 A.M. – 5:15 P.M.) on Presidents Day, Memorial Day, and Labor Day.

### The Guadalupe Shuttle

The Guadalupe Shuttle service began in 2001 in answer to requests from the community for an enhanced level of in-town transit service above and beyond what was available on the Flyer route. The Shuttle was initiated as a true fixed route service, following a prescribed route through town. Initial ridership was very low. In answer to the need to increase ridership for the Shuttle, the decision was made to change the Shuttle into a "Deviated Route" service which, allowed the Shuttle to follow the prescribed route and the flexibility to respond to dispatched requests for a neighborhood area, a specific home or business location. The route deviation has become exceedingly popular with City residents, projected to exceed 30,300 passenger rides in '07 – '08, over 120 rides per service day.

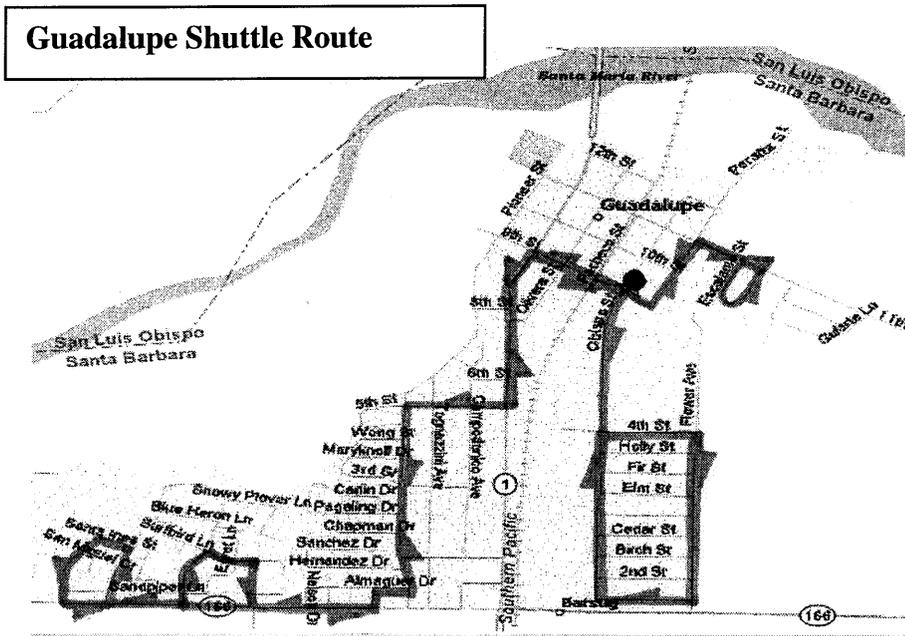
As the Shuttle service developed, the demand from Guadalupe school students increased. The Guadalupe School District operates a school bus service for the elementary school (Mary Buren) and junior high school (McKenzie) students but, due to budget limitations, the service is unable to serve all of the students, especially those living within the City limits, resulting in a number of students walking home from school. While this situation ordinarily would not be a challenge, the City of Guadalupe is dissected by California Highway 166 and Highway 1, both very busy thoroughfares and very busy rail lines serving Amtrak and freight delivery. In addition to traditional commuter and tourist based auto traffic, the two highways serve as the primary corridor for literally hundreds of agricultural industry vehicles daily, ranging from smaller farm vehicles to large semi-tractor trailer trucks. There are a number of agricultural

processing and refrigeration facilities within the city limits that require, in many cases, 24 hour semi-tractor trailer traffic. Students walking to and from school many times traverse highway, train, and agricultural traffic routes. The Shuttle was seen as a perfect method to safely transport these students to their homes or neighborhoods. Referring to Table 2 – Passenger Trips per Hour, over 40% % of Shuttle ridership occur during the after school hours. In order to comply with FTA and DMV regulations, the Shuttle picks up students off school grounds and does not interrupt other public service requests.

<u>Daily Bus Fares</u> (per trip)		(Monthly Passes are Not Used for the Shuttle)
Basic Fare	\$ . 25	
Students / Seniors	\$ .10	
Disabled / Medicare	\$ .10	
Children Under 6	No Fare	

The Shuttle now operates from 10:00 A.M. until 4:00P.M., Monday through Friday and is closed for service on New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

The Shuttle is also available, depending on the times requested, for special in town or area special trips. In the past, the Shuttle has been used to shuttle participants of local social service programs or the Senior Center to the Guadalupe Dunes County Beach and Oso Flaco Nature Preserve.



ADA Service

Guadalupe Transit offers “complimentary” Americans with Disabilities Act (ADA) service as required. At the time of the preparation of this SRTP, Guadalupe had not owned an ADA compliant paratransit vehicle for the ADA passenger delivery, rather the vehicle has been provided by the contract service

company (SMOOTH, Inc.) and reimbursed by way of the hourly service fee invoiced on a monthly basis. In previous years, this method was sufficient for the ADA demand. In addition, all three of the larger transit buses are wheelchair lift/ramp equipped and ADA compliant.

In '03-'04, a marketing campaign was performed in answer to a recommendation included in the previous TDA Triennial Performance Audit. The results of the marketing campaign were quite satisfactory, with an increase from 51 annual one way trips in '03-'04 to 99 in '04-'05 (see Table 1, Page 2). Ridership has steadily increased since then at an average 117% each subsequent year with projected ridership in '07-'08 at 1,030 trips. . In November 2007 the City began processing a "Prop 1-B" Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEP) application for the purchase of a 9 passenger wheelchair lift equipped ADA compliant "bubble-top" van to be used for ADA passenger delivery. It is anticipated the vehicle will be placed in service in March 2008 and will provide the City with greater autonomous control and scheduling over the service.

The ADA curb-to-curb service availability mirrors the schedule hours of the Fixed Route Flyer service, Monday through Friday 6:15 A.M. to 6:15 P.M. and Saturday 8:15 A.M. to 5:15 P.M. In compliance with ADA regulations, the Guadalupe ADA service includes curb-to-curb delivery along the Flyer route which, includes the entire City limits and extends from Guadalupe approximately 12 miles along Highway 166 ending at Town Center Mall in Santa Maria. The fare for the ADA service is \$3.00 per trip (\$6.00 for a round trip). Because ADA scheduling and transfer processes do not exist between Guadalupe Transit and Santa Maria Area Transit (SMAT), and the majority of ADA destinations in Santa Maria are beyond the traditional ¼ mile route corridor required by ADA law, the Guadalupe ADA service was extended by the City to include curb-to-curb drop off anywhere in Santa Maria or Orcutt when requested. Prior to the successful marketing efforts in '03-'04 and subsequent ridership increases, the small number of monthly service requests did not make this a prohibitive practice and did not adversely affect farebox recovery targets.

Guadalupe is second in the County at 23% in the number of residents who identify themselves as having a disability (second only to Santa Maria at 24%) as described in the SBCAG 2007 Needs Assessment. Of particular concern for the future, the residential home costs in Guadalupe are one of the lowest in the County and projected home costs for planned subdivisions will likewise remain lower than neighboring cities. It is likely that future home purchases by elderly and/or disabled populations will increase, being drawn to this favorable home cost benefit. This will continue to impact the ADA service level.

The current ADA application is a 3-page questionnaire and does not include a physician statement. Applications are submitted to the service contractor for eligibility determination. The eligibility decision is made by the contractors' Office Manager and Executive Director. With full ADA capability on both the Flyer and Shuttle services, and the route deviation of the Shuttle, ADA passengers can opt, if physically able, for curb-to-curb transportation on either (or both) of the Flyer and Shuttle services. If scheduling on transit vehicles is not feasible, eligible ADA passengers are scheduled for curb-to-curb transportation on smaller paratransit cutaway vehicles.

### Inter Regional and Inter Modal Relationships

As the primary intercommunity transit connection between Guadalupe and Santa Maria, Guadalupe Transit serves as an important link to a number of neighboring city and interregional transit systems, as

well as the Amtrak station in Guadalupe. The Town Center Mall is the regional hub for the Santa Maria Area Transit (SMAT), the Breeze (Santa Maria-Vandenburg Air Force Base-Lompoc-Beullton commuter service), San Luis Obispo Regional Transit Agency (RTA) to the north, and additional connectivity to the Clean Air Express commuter service to Santa Barbara, Greyhound, Central Coast Shuttle (LAX shuttle service) and the Los Alamos Shuttle service.

As noted in the most recent North County Transit Plan, the current Guadalupe transit schedule does not provide early morning access to the RTA Route 10 which, departing at 6:21, provides Express transit service to the City of San Luis Obispo. The 2006 North County Transit Plan included a Short Term recommendation (1-5 Years) to expand the morning Flyer schedule to make this connectivity possible for potential job related trips north into San Luis Obispo County.

With the expansion of services in the North County, as well as enhancements to inter regional services, additional attention will be needed to maintain desirable levels of connectivity between the City of Guadalupe and the rest of the region.

### Bus Stops and Bus Shelters

There is only one bus stop location change for the foreseeable future, that being the bus stop at Obispo and 4<sup>th</sup> St. The adjacent property owner has communicated their dissatisfaction to the City over excessive loitering, littering and safety concerns (unleveled ground surface) at the current bus stop location and has petitioned the City for a location change. An alternative bus stop has been identified just south of the existing bus stop on City owned property where the future City Public Works offices will be constructed and should mitigate these challenges.

Currently 6 of the 16 Guadalupe bus stops have bus shelters. They are (see route map Page 6): Town Center Mall, Jack O'Connell Park, Pioneer & 2<sup>nd</sup> St., Amtrak Station, 10<sup>th</sup> & Senior Center, and Flower & Birch. There are three additional bus stops in the planning stage, to be purchased with 5311 Program Discretionary Funds. The location of these shelters are: Surfbird & Pacific Dunes, Guadalupe St. & Olivera, and the future bus stop at Obispo & Fir St.. All three locations will be designed for ADA compliance and maximum weather protection.

### Transit Policy and Decision Making Process

The small size of the City of Guadalupe's government structure limits the ability to operate a formal transit department as is done in larger communities. Daily transit management issues are coordinated by the contract service provider, SMOOTH, Inc. Policy making and financial matters are administered by the City Administrator and Departmental staff, with overall oversight provided by the City Council.

In the past year, the service contractor has made a practice of providing quarterly Transit Reports to the City Council and also convenes periodic Transit Meetings with the City Administrator. These Transit Meetings also involve participation or input from related City Department personnel (Public Works, School District, Police Dept., etc.) as needed.

## 2008 SRTP - Draft Recommendations

### Short Term...Implement July 1, 2008

#### 1) Fare Increases

The current fare structure for transit services are as follows and have not changed in (at least) 8 Years, possibly since the inception of the Transit services.

<u>Flyer</u>		<u>Proposed</u>	<u>Shuttle</u>		<u>Proposed</u>
General Public	\$1.00	<b>\$1.25</b>	General Public	\$ .25	<b>\$ .50</b>
Seniors/Disabled	\$ .50	<b>\$ .75</b>	Seniors/Disabled	\$ .10	<b>\$ .25</b>
Students	\$ .50	<b>\$ .75</b>	Students	\$ .10	<b>\$ .25</b>

For comparison, SMAT fares were increased 2-3 Years ago and are currently at \$1.25 for General Public, Students \$1.00, and Seniors/Disabled \$ .60. While difficult to compare to SMAT routes, the Flyer route (round trip) is approximately 28 miles in length.

Financial Benefit: Using the current year ridership and farebox, the proposed fare increases would net an approximate 39% increase in farebox or an estimated annual increase of \$24,000.

#### 2) Schedule Expansion

The recent North County Regional Transit Plan (2007) included a Short Term recommendation (1-5 years) to add an additional hour of Flyer service to allow for better connectivity between the Flyer, SMAT and the RTA system north to SLO County. In addition, the 4:15 and 5:15 Flyer loops are currently two of the busiest loops on the 13 hours schedule. A number of passengers have communicated to transit employees that they miss the 5:15 departure from Town Center Mall (TCM) because of a late SMAT route and have to call friends/family for a ride to Guadalupe. Several have commented that they have had to augment their work schedules by an hour so that they can conform to the last 5:15 departure from TCM to Guadalupe.

For these reasons, it is proposed to expand the Flyer schedule by 1 hour in the evening taking the last loop from the current 5:15-6:15 to 6:15-7:15. As there has been little mention of additional service hours to the Saturday schedule, the additional hour is proposed for the Monday – Friday schedule only.

Financial Impact from the additional hour...

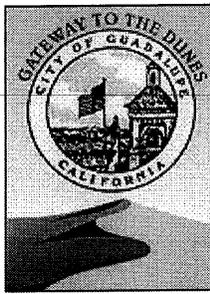
2008-2009	\$9,975
2009-2010	\$10,275
2010-2011	\$10,590
2011-2012	\$10,915

It is submitted that the fare increase will adequately cover this expansion. Also for consideration, there should be benefit to including the additional hour of service in conjunction with the fare increase. The increase would then be easily (and accurately) perceived as being in answer to 1) Increased Fuel Costs, and 2) To provide additional service.

### Long Term.....Implimented in 2009 / 2010

Triggered by the phased development of the DJ Farms project, there will be a number of service and schedule changes needed for the Transit service. These transit changes can also be phased in as the subdivision develops. Anticipated changes:

- 1) Changing the Shuttle Service into a true Fixed Route from its current Deviated Route mode.
- 2) Adding Peak Hour Bi-Directional Flyer service.
- 3) Modifying the Flyer and Shuttle service to a single combined intra/inter City system.



9.

# **CITY OF GUADALUPE REQUEST FOR PROPOSALS (RFP) BUS SHELTER MANUFACTURER**

**Release Date: March 12, 2008**

**Deadline for Submission: Wednesday, April 2, 2008**

**Contact person: Carolyn Galloway-Cooper, City Administrator**

Responses are due no later than: Wednesday, April 2, 2008 at 4:00 p.m.

Address all responses to:

City of Guadalupe  
Attn: Carolyn Galloway-Cooper, City Administrator  
918 Obispo Street  
Guadalupe, CA 93434  
Phone: (805) 356-3891  
Facsimile: (805) 343-5512

## **1. INVITATION TO SUBMIT PROPOSALS**

With this Request for Proposal (RFP), the City of Guadalupe (City) seeks to review the proposals of firms that manufacture pre-constructed bus shelters. The bus shelters include seating, panels, frame and partitions. Three bus shelters are requested. Location of shipment drop off may be city hall or other agreed upon drop off location.

## **2. PROJECT INFORMATION AND DESCRIPTION - SCOPE**

The City of Guadalupe seeks to place three (3) bus shelters at bus stops in the city at:

- ✓ Surfbird and Pacific Dunes Way
- ✓ Guadalupe Street and Olivera Street
- ✓ Obispo Street and Fir Street.

### 3. BACKGROUND INFORMATION

The City of Guadalupe must provide shelter at bus stops to protect citizens from various weather conditions.

### 4. EQUIPMENT REQUIRED

The successful Respondent will provide necessary bus shelter material and hardware to allow city public works staff to erect and anchor in concrete slab. ADA

### 5. INSURANCE REQUIREMENT

The successful Respondent shall maintain a general liability insurance policy, broad form, of at least \$1,000,000. In addition, the successful Respondent shall maintain professional liability insurance in an amount equal to at least \$1,000,000. Workers compensation and all others required under law. All insurance policies must be written by insurers admitted to do business in the State of California.

### 6. RFP PROCESS OVERVIEW

The City Administrator will review proposals submitted pursuant to this RFP. The City Administrator may choose to interview a limited number of the respondents. After analysis of the responses, the City Administrator will make a recommendation for award of the contract for services to the City Council.

### 7. APPLICATION INSTRUCTIONS AND INFORMATION

#### A. DATE AND PLACE FOR SUBMISSION OF PROPOSAL

The response to this RFP is to be received no later than Wednesday, April 2, 2008, at 4:00 p.m. Each Respondent shall submit an original and one (1) copy of his/her proposal to provide the services described in this RFP in a sealed envelope address to:

City of Guadalupe  
Attn.: Carolyn Galloway-Cooper, City Administrator  
918 Obispo Street  
Guadalupe, CA 93434

Re: Bus Shelter Manufacturer

## B. CLARIFICATION OF THE RFP

Any Respondent requiring clarification of the RFP may address questions to:

Carolyn Galloway-Cooper, City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434  
Phone: (805) 356-3891  
Facsimile: (805) 343-5512

All clarifications made by the city will be in writing and will be provided to all Respondents. If deemed necessary, an Addendum to the RFP may be delivered to all individuals or firms having received the RFP. The Addendum shall have the same binding effect as the remainder of the RFP. However, no other instructions given to Respondents by City staff shall bind the City.

## C. REJECTION OF RESPONSES

The City reserves the right to reject any or all responses to the RFP.

## D. COST OF PREPARATION OF PROPOSAL

Costs incurred by any Respondent in the preparation of the response to this RFP are the sole responsibility of the respondent, and will not be reimbursed by the City. Proposal will include a statement of any and all warranties or related customer assistance services.

## E. CANCELLATION

The City reserves the right to cancel further proceedings pursuant to this RFP for any reason. In no event shall the City have any liability for such cancellation.

# 7. MINIMUM INFORMATION REQUIRED FROM RESPONDENTS

## A. IDENTIFICATION OF THE RESPONDENT

Please state the name and address of the Respondent, and the name, address, title, telephone number, fax number, and email address of the person who may be contacted regarding the Respondents qualifications.

## B. GENERAL EXPERIENCE

Required Qualifications should include a response, which demonstrates the knowledge, experience, and capability that will enable the Respondent to provide all or a portion of the services summarized in the project description. Where relevant, key individuals or entities that may be involved in providing or developing such services should be identified or listed.

## C. REFERENCES

Please provide at least three references that may be contacted for verification of the Respondents experience and qualifications. Identify similar projects on which the Respondent has worked, and contact information. Please provide resumes for all principals and for proposed key personnel.

#### D. RATE and SERVICE STRUCTURE

Please indicate proposed compensation rate and structure for the described Bus Shelter including all applicable taxes, handling and shipping charges.

#### E. INSURANCE CERTIFICATE

The successful Respondent shall maintain a general liability insurance policy, broad form, of at least \$1,000,000. The Respondent shall provide a certificate naming the City as an additional insured for liability and workers compensation. Additionally, the successful Respondent shall provide proof of the required professional liability policy and workers compensation policy.

### 8. EVALUATION AND INTERVIEW PROCESS

#### A. EVALUATION OF RESPONDENTS

The City Administrator will evaluate all proposals received from Respondents. The City Administrator will either meet with or conduct a conference telephone call with the Respondent deemed to have the technical knowledge and experience to offer the services. It is possible that not all Respondents will be interviewed. Only those Respondents selected by the City Administrator will be interviewed.

#### B. SELECTION OF RESPONDENTS FOR INTERVIEW

The City Administrator, before determining whether to interview a Respondent, reserves the right to perform such additional investigation as he/she considers necessary to obtain full information regarding the Respondents being considered.

The City also reserves the right to:

1. Request clarification or additional information from any respondent(s) at any time.
2. Modify, remove, or add requirements to the RFP and to suspend or reopen the RFP process.
3. Reject any or all responses and terminate the RFP. Final selection of Respondents for interview is solely within the discretion of the City. The City has the right to terminate or suspend the RFP process without notice.

**REPORT TO THE CITY COUNCIL**  
**Council Agenda of March 11, 2008**



Prepared by: CG-Cooper

**SUBJECT:** Fire Department – 07/08 Budget Reductions

**RECOMMENDATION:** That the City Council consider the report and approve line items requiring Council action.

**BACKGROUND/  
DISCUSSION:**

The Fire Chief has met with the City Administrator and will discuss cuts in current year line items that bring immediate savings in this fiscal year:

**Paid Call Volunteers – change to stipends**  
**Overtime reductions**  
**Communications and Various cutbacks**

**REPORT TO THE CITY COUNCIL**  
**Council Agenda of March 11, 2008**

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**Prepared by:**  
**C. Galloway-Cooper**

**SUBJECT:** Twitchell Management Authority (TMA) – appoint representative.

**RECOMMENDATION:** That the City Council appoint a representative to the authority.

**BACKGROUND/**

The Groundwater Litigation case settled and the Settlement Agreement established a management group. The city of Guadalupe must appoint a member to the group by March 24, 2008. Staff recommends appointing the City Engineer.

The city will also be required to pay a proportionate share of the operation of the TMA as determined by percent of ownership. Guadalupe will receive 1,300 AF of average annual yield. The city's annual financial obligation will be  $(1,300/32,000) \times \$650,000 = \$26,407$ . There is no money due at this time. Staff will notify Council when it is due.

**REPORT TO THE CITY COUNCIL**  
**Council Agenda of March 11, 2008**



**Prepared by:**  
**C. Galloway-Cooper**

**SUBJECT:** Recreation Commissioner applications.

**RECOMMENDATION:** That the City Council authorize the application process for expired terms.

**BACKGROUND/**

The application process will be extended thirty days to fill the expired terms. Staff will post on the city's government access channel and public locations. We will notify Council of applications received in April. The following terms have expired:

Omar Garcia  
Joe Harris

**Attachments:**

Recreation Commission Expiration Dates Spreadsheet

## Recreation Commission Expiration Dates

Commissioner Name	Term Expiration
Gilbert Robles	1/1/09
Judith Garcia	1/1/09
Robert Soriano	1/1/09
Omar Gracia	1/1/07
Joe Harris	1/1/07

\*  
\*

\* 2 Expired Terms

**RESOLUTION 2008-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF GUADALUPE FOR THE PUBLIC WORKS STEEL BUILDING PROJECT**

**WHEREAS**, The City of Guadalupe solicited and received bids for construction of a steel public works building; and

**WHEREAS**, the bids received were beyond the City budget available to make the improvements; and

**WHEREAS**, Public Contract Code Section 20167 states; "After rejecting bids, the legislative body may pass a resolution by a four-fifths vote of its members declaring that the project can be performed more economically by day labor, or the materials or supplies furnished at a lower price on the open market. Upon adoption of the resolution, it may have the project done in the manner stated without further complying with this chapter"; and

**WHEREAS**, the City of Guadalupe City Engineer's staff has determined that the steel public works building project can be performed more economically by day labor and the materials furnished at a lower price on the open market;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Guadalupe the bids for said project are hereby rejected and that said Council hereby declares that the project can be performed more economically by day labor and the materials furnished at a lower price on the open market and hereby authorizes the City Engineer's staff to complete the project without further complying with the Public Contract Code.

**UPON MOTION** of Council member/Mayor \_\_\_\_\_, seconded by Council member \_\_\_\_\_, the foregoing Resolution is hereby passed and adopted at a regular meeting of the City Council held this 11<sup>th</sup> day of March, 2008, on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

I, **Brenda Hoff**, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing **Resolution No. 2008-07**, has been duly signed by Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held **March 11, 2008**, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Brenda Hoff  
City Clerk

\_\_\_\_\_  
Lupe Alvarez, Mayor