

**CHAIRMAN:** JOHN SABEDRA  
**AGENCY MEMBER:** VIRGINIA PONCE  
**AGENCY MEMBER:** LUPE ALVAREZ  
**AGENCY MEMBER:** JOHN LIZALDE  
**AGENCY MEMBER:** ARISTON JULIAN

**EXECUTIVE DIRECTOR:** CAROLYN G-COOPER  
**AGENCY COUNSEL:** DAVID FLEISHMAN  
**RECORDING SEC.:** BRENDA HOFF  
**CITY TREASURER:** PETRONA AMIDO

## AGENDA

### GUADALUPE COMMUNITY REDEVELOPMENT AGENCY

**Regular Meeting**  
**Tuesday, April 8, 2008**

**Regular Session 6:00 p.m.**

**City Hall, Council Chambers**  
**918 Obispo Street, Guadalupe, California 93434**

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's office, (805) 356-3891. Notification of at least 72 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

*If you wish to speak concerning any item on the agenda, please complete the Request to Speak form that is provided at the rear of the Council Chambers and hand the form to the Recording Secretary. **Note:** Staff Reports are available for inspection at the office of the City Administrator, City Hall, 918 Obispo Street, Guadalupe, California during regular business hours, 8:00 a.m. to 12:00 pm. and 1:00 p.m. to 5:00 p.m., Monday through Friday; telephone (805) 343-3891.*

1. **CALL TO ORDER.** Chairman John Sabedra.
2. **ROLL CALL.** Agency Members Lupe Alvarez, Virginia Ponce, John Lizalde, Ariston Julian and Chairman John Sabedra.
3. **PLEDGE OF ALLEGIANCE.**
4. **CONSENT CALENDAR.** The following routine items are presented for Agency approval without discussion as a single agenda item in order to expedite the meeting. Should an Agency Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.
  - a. Minutes for the RDA meeting of March 11, 2008 to be ordered filed.
  - b. URM Program Applications.
    - i. In Review Process – Royal Theatre.
    - ii. Final Notice of Retrofit Grant Application.

5. **COMMUNITY PARTICIPATION FORUM.**

Each person will be limited to a discussion of 3 minutes. Pursuant to provisions of the Brown Act, no action may be taken matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. The RDA may direct Staff to investigate and / or schedule certain matters for consideration at a future RDA Agenda

6. **RETROFIT GRANT APPLICATIONS – APPROVE.** That the Redevelopment Agency receive the report and approve grant applications.

- a. Written Staff Report (Carolyn Galloway-Cooper).
- b. Redevelopment Agency discussion and consideration.
- c. That the Redevelopment Agency receive the report and approve grant applications.

7. **MONUMENT SIGNS- UPDATE.** That the Redevelopment Agency review the letter from the Department of Transportation.

- a. Written Staff Report (Dan Hinojosa)
- b. Redevelopment Agency discussion and consideration.
- c. It is Recommended that the Redevelopment Agency review the letter from the Department of Transportation.

8. **2005 FIVE YEAR PLAN PROJECTS.** That the Redevelopment Agency receive the report and consider current and future projects in conjunction with the upcoming Agency Plan amendment.

- a. Written Staff Report (Carolyn Galloway-Cooper)
- b. Redevelopment Agency discussion and consideration.
- c. It is Recommended that the Redevelopment Agency receive the report and consider current and future project in conjunction with the upcoming Agency Plan amendment.

9. **FUTURE AGENDA ITEMS.**

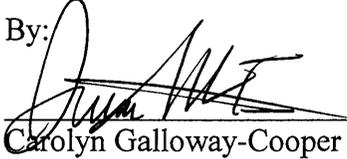
- a. Campodonico Property Transfer.
- b. Veterans Hall Retrofit.
- c. RV Park.
- d. Royal Theatre Retrofit.

10. **ANNOUNCEMENTS / AGENCY ACTIVITY REPORTS.**

11. **ADJOURNMENT.**

*I hereby under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the City Hall display case, the Water Department, the City Clerk's Office and Rabobank not less than 72 hours prior to the meeting. Dated this 4th day of April, 2008.*

By:



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Carolyn Galloway-Cooper  
Deputy City Clerk

**MINUTES**  
**GUADALUPE COMMUNITY REDEVELOPMENT AGENCY**  
**Regular Meeting - Tuesday, March 11, 2008 - 6:00 p.m.**  
**City Hall, Council Chambers - 918 Obispo Street, Guadalupe, California 93434**

1. **CALL TO ORDER.** Chairman John Sabedra. **at 8:16 pm**
2. **ROLL CALL.** Agency Members ~~Lupe Alvarez~~, Virginia Ponce, John Lizalde, Ariston Julian and Chairman John Sabedra.
3. **PLEDGE OF ALLEGIANCE.**
4. **CONSENT CALENDAR.** The following routine items are presented for Agency approval without discussion as a single agenda item in order to expedite the meeting. Should an Agency Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.
  - a. Minutes for the RDA meeting of February 26, 2008 to be ordered filed.
  - b. URM Program Applications.
    - i. In Review Process – Royal Theatre.
  - c. GETA Lease Cancellation 30 day notice.

*City staff pulls item 4(c) – was already addressed*

**MOTION TO APPROVE CONSENT CALENDAR: JULIAN/LIZALDE**  
**AYES: 4 {Ponce abstains from 4(a) }**

5. **COMMUNITY PARTICIPATION FORUM.**

*Mr. George Alvarez. We were talking about the metal building, and I was told that equipment would rot. Let's take the street sweeper. It needs replacing, so that's not important. I've mentioned before, the RDA money is for blight. It's ok to borrow money, but you need to pay it back. If you don't pay it back, then it's not there for other things. Looking at the retrofit, it's good to pay for that, but people will also need electrical. They're {property owners} aren't asking for freebies.*

*Mr. John Perry. On the GETA program. When it was here, I asked the kids hey are you going to work on your homework. "Well we can't – they're in there playing games". I don't know if that's what happened down here (Main St). I see they swept 11<sup>th</sup> Street finally. It's a big entry and exit through Guadalupe and it's very dirty. If once a month they could sweep it from 10<sup>th</sup> to past Peralta there.*

6. **URM – RETROFIT GRANT APPLICATIONS AND CONDITIONAL GRANT AGREEMENT BETWEEN AGENCY AND APPLICANT AND MEMORANDUM OF AGREEMENT BETWEEN AGENCY AND GRANTEE.** That the Redevelopment Agency receive the report, and that the Redevelopment Agency review and approve the grant applications and the conditional grant agreement between agency and applicant and memorandum of agreement between agency and grantee.
- a. Written Staff Report (Carmon Johnson).
  - b. Redevelopment Agency discussion and consideration.
  - c. It is Recommended that the Redevelopment Agency approve the grant applications and the conditional grant agreement between agency and applicant and memorandum of agreement between agency and grantee.

*Mr. Fleishman clarified for the Agency the meaning and policing of “prevailing wage”.*

*Staff is recommending approval of the eight completed applications. Two of the applications still need a couple of things and one of those is the “Vernon” property (Santa Florita hotel), which is no longer owned by Vernon, so that one should be pulled. Application deadline is April 30<sup>th</sup>.*

*Sabedra noted that City staff should give the Teixeira’s a call – they’re the new owners of the Vernon property.*

*The property owners of the eight complete applications are: Leclair, Lomeli, Lomeli, Ruedas, Quiroga, Martinez & Ruedas, Perry, Quiroga.*

*Mr. George Alvarez. I do have a problem with the Vernon property. Let the applicant apply, do not count it as part of the eight. He has plenty of time to apply. (It was then clarified that Vernon wasn’t part of the eight).*

**MOTION TO APPROVE GRANT APPLICATIONS, CONDITIONAL GRANT AGREEMENT, AND MEMORANDUM OF AGREEMENT FOR THE EIGHT COMPLETE APPLICATIONS: PONCE/LIZALDE**

**ROLL CALL:**

**JULIAN: AYE**  
**LIZALDE: AYE**  
**PONCE: AYE**  
**SABEDRA: AYE**

7. **FUTURE AGENDA ITEMS.**

- a. Campodonico Property Transfer.
- b. Veterans Hall Retrofit.
- c. RV Park.
- d. Royal Theatre Retrofit.

8. ANNOUNCEMENTS / AGENCY ACTIVITY REPORTS.

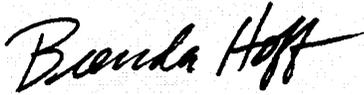
*Galloway-Cooper: meeting this week with our consultant on getting the RDA tax increment increased.*

9. ADJOURNMENT. at 8:43 pm

MOTION TO ADJOURN:PONCE/LIZALDE

AYES: 4

Submitted by:



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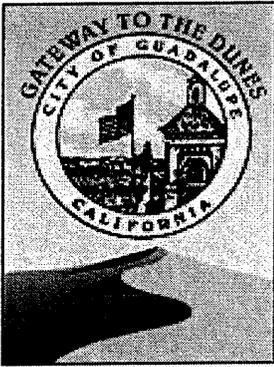
Brenda Hoff  
City Clerk

Affirmed by:



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John Sabedra  
Chairman



**ADMINISTRATION**  
**City of Guadalupe**  
**918 Obispo Street**  
**Guadalupe, CA 93434**  
**Phone: (805) 356-3891**  
**Fax: (805) 343-5512**

April 4, 2008

Mr. John Perry  
951 Guadalupe Street  
Guadalupe, CA 93434

Re: 941 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Mr. Perry:

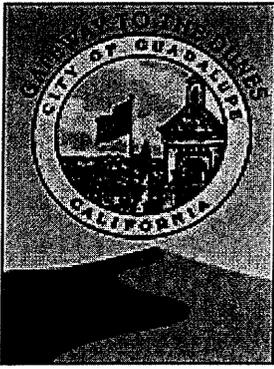
This is the final correspondence to you regarding the grant program that is available to unreinforced masonry building owners. The grant is from the Guadalupe Redevelopment Agency, to aid in the retrofitting of your building. This grant program ends on April 30, 2008. **Grant applications must be totally completed and submitted to the City of Guadalupe on or before April 25, 2008**, or applicants will not be eligible for the grant.

Please be advised that the City Council passed Ordinance No. 367, which gives the City the authority to order structural retrofitting of unreinforced masonry buildings, and if such order is not followed, the City has the authority to order demolition of the building as a public nuisance. Furthermore, as you may be aware, the owner of an unreinforced masonry structure in Paso Robles was recently held financially liable for the deaths of two persons in the San Simeon earthquake of 2003. Thus, we urge you to take such steps as are necessary to apply for the grant program as soon as possible.

Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

  
Carolyn Galloway-Cooper  
City Administrator



**ADMINISTRATION**  
**City of Guadalupe**  
**918 Obispo Street**  
**Guadalupe, CA 93434**  
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April 4, 2008

Mr. John Perry  
951 Guadalupe Street  
Guadalupe, CA 93434

Re: 951 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Mr. Perry:

This is the final correspondence to you regarding the grant program that is available to unreinforced masonry building owners. The grant is from the Guadalupe Redevelopment Agency, to aid in the retrofitting of your building. This grant program ends on April 30, 2008. **Grant applications must be totally completed and submitted to the City of Guadalupe on or before April 25, 2008**, or applicants will not be eligible for the grant.

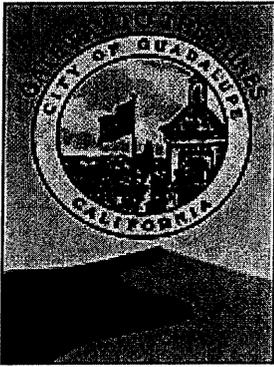
Please be advised that the City Council passed Ordinance No. 367, which gives the City the authority to order structural retrofitting of unreinforced masonry buildings, and if such order is not followed, the City has the authority to order demolition of the building as a public nuisance. Furthermore, as you may be aware, the owner of an unreinforced masonry structure in Paso Robles was recently held financially liable for the deaths of two persons in the San Simeon earthquake of 2003. Thus, we urge you to take such steps as are necessary to apply for the grant program as soon as possible.

Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Carolyn Galloway-Cooper".

Carolyn Galloway-Cooper  
City Administrator



**ADMINISTRATION**  
**City of Guadalupe**  
**918 Obispo Street**  
**Guadalupe, CA 93434**  
**Phone: (805) 356-3891**  
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April 4, 2008

Mr. Craig Teter  
910 Guadalupe Street  
Guadalupe, CA 93434

Re: 910 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Mr. Teter:

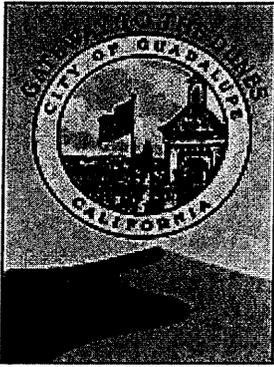
This is the final correspondence to you regarding the grant program that is available to unreinforced masonry building owners. The grant is from the Guadalupe Redevelopment Agency, to aid in the retrofitting of your building. This grant program ends on April 30, 2008. **Grant applications must be totally completed and submitted to the City of Guadalupe on or before April 25, 2008**, or applicants will not be eligible for the grant.

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Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

Carolyn Galloway-Cooper  
City Administrator



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**City of Guadalupe**  
**918 Obispo Street**  
**Guadalupe, CA 93434**  
**Phone: (805) 356-3891**  
**Fax: (805) 343-5512**

April 4, 2008

Mr. John Ruffoni  
935 Guadalupe Street  
Guadalupe, CA 93434

Re: 935 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Mr. Ruffoni:

This is the final correspondence to you regarding the grant program that is available to unreinforced masonry building owners. The grant is from the Guadalupe Redevelopment Agency, to aid in the retrofitting of your building. This grant program ends on April 30, 2008. **Grant applications must be totally completed and submitted to the City of Guadalupe on or before April 25, 2008**, or applicants will not be eligible for the grant.

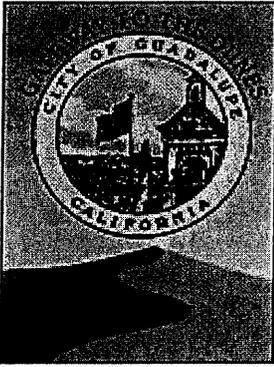
Please be advised that the City Council passed Ordinance No. 367, which gives the City the authority to order structural retrofitting of unreinforced masonry buildings, and if such order is not followed, the City has the authority to order demolition of the building as a public nuisance. Furthermore, as you may be aware, the owner of an unreinforced masonry structure in Paso Robles was recently held financially liable for the deaths of two persons in the San Simeon earthquake of 2003. Thus, we urge you to take such steps as are necessary to apply for the grant program as soon as possible.

Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Carolyn Galloway-Cooper".

Carolyn Galloway-Cooper  
City Administrator



**ADMINISTRATION  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434  
Phone: (805) 356-3891  
Fax: (805) 343-5512**

April 4, 2008

Mr. Guadalupe Alvarez  
865/875 Guadalupe Street  
Guadalupe, CA 93434

Re: 865/875 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Mr. Alvarez:

This is the final correspondence to you regarding the grant program that is available to unreinforced masonry building owners. The grant is from the Guadalupe Redevelopment Agency, to aid in the retrofitting of your building. This grant program ends on April 30, 2008. **Grant applications must be totally completed and submitted to the City of Guadalupe on or before April 25, 2008**, or applicants will not be eligible for the grant.

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Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

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Carolyn Galloway-Cooper  
City Administrator



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April 4, 2008

Mr. Guadalupe Alvarez  
887/891 Guadalupe Street  
Guadalupe, CA 93434

Re: 887/891 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Mr. Alvarez:

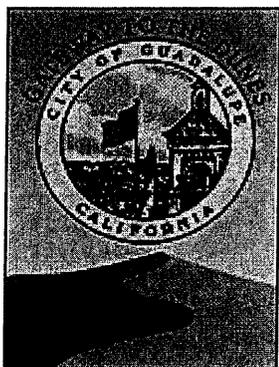
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Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

Carolyn Galloway-Cooper  
City Administrator



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**City of Guadalupe**  
**918 Obispo Street**  
**Guadalupe, CA 93434**  
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April 4, 2008

Minetti Family  
899 Guadalupe Street  
Guadalupe, CA 93434

Re: 899 Guadalupe Street, Guadalupe, CA – Final Notice for Retrofitting Grant Application

Dear Minetti Family:

This is the final correspondence to you regarding the grant program that is available to unreinforced masonry building owners. The grant is from the Guadalupe Redevelopment Agency, to aid in the retrofitting of your building. This grant program ends on April 30, 2008. **Grant applications must be totally completed and submitted to the City of Guadalupe on or before April 25, 2008**, or applicants will not be eligible for the grant.

Please be advised that the City Council passed Ordinance No. 367, which gives the City the authority to order structural retrofitting of unreinforced masonry buildings, and if such order is not followed, the City has the authority to order demolition of the building as a public nuisance. Furthermore, as you may be aware, the owner of an unreinforced masonry structure in Paso Robles was recently held financially liable for the deaths of two persons in the San Simeon earthquake of 2003. Thus, we urge you to take such steps as are necessary to apply for the grant program as soon as possible.

Please contact Alice Saucedo in our Building Department at 356-3903 if you have any questions.

Very truly yours,

Carolyn Galloway-Cooper  
City Administrator

**REPORT TO THE GUADALUPE COMMUNITY REDEVELOPMENT  
AGENCY**

**Agency Agenda of April 8, 2008**



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

**SUBJECT:** Retrofit Grant Applications - Approve

**RECOMMENDATION:** That the Agency receive the report and approve grant applications.

**BACKGROUND/**

The following applications are submitted for approval:

Brad Vernon  
Harry Masatani

Attachments:

Applications (Vernon; Masatani)  
Status of applications (approved; not yet approved; applications not received)  
URM building Spreadsheet details  
Conditional Grant Agreement  
Memorandum of Agreement

**CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN SEISMIC RETROFIT  
GRANT APPLICATION**

Office use only

APN: \_\_\_\_\_

Project No.: \_\_\_\_\_

**Date: 8-16-07**

**Applicant Name: Santa Florita Hotel LLC**

**Property Owner Name (if different from applicant)**

**Mailing Address: P.O. Box 12910 San Luis Obispo, Ca. 93401**

**Property Address: 898 Guadalupe Street, Guadalupe, Ca. 93434**

**Business Name: 9<sup>th</sup> Street Barber, Two Guy's Pizza, Santa Florita Hotel**

**Applicant phone number 805 781-3133 cell 805 305-0105**

**Contact Persons: Brad Vernon cell 805 305-0105 or  
Beverly Chapman cell 805 260-2051**

**PROPERTY INFORMATION**

Please list all property owners as indicated on the grant deed to this property. Please provide the Social Security number or taxpayer identification number for each owner.  
Santa Florita Hotel LLC EIN 80-0116058

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How long have you owned this property? 3 years  
Estimate of the property's current market value \$ 1,200,000

## DESCRIPTION OF WORK

Generally describe the rehabilitation (seismic and other) you want to accomplish on the property Seismic retrofitting improvement work will be done as specified in the plans funded by the RDA and approved by the City of Guadalupe and will pass all inspections required by the City of Guadalupe Building and Safety Department. The Improvements to this URM building will strengthen and improve its resistance to seismic force levels during an earthquake to significantly reduce the hazards to life and safety and also provide safe entry and exit during and immediately after an earthquake.

Other Improvements will include:

Required Improvements:

1 Handicap accessible bathroom improvements will be complete as necessary for ADA Compliance

2. Handicap accessible Ingress/egress will be improved including the retrofit of entry doors and signage

3. Gas Seismic shutoff valve will be installed for all active gas meters

4. Repair electrical, which may become necessary during and or after retrofit work.

5. Earthquake strapping for water heaters is complete

6. Handicap parking is available at the City parking lot which is adjacent to the property

7. The Ground level unit will be handicap accessible in compliance with ADA/Title 24

Improvements Not Required

Repair of drywall/plaster, paint, flooring, and plumbing which may be necessary during and or after retrofit work.

Stucco Repair and Paint including Trim Paint, Window replacement on first and second floor, Marble Enhancement and or Replacement, Business Signage Improvements, Flag Pole Enhancement, Back Fencing Screening will be complete through Façade Program after seismic retrofit work

Please attach an architect's or engineer's estimate of the cost of the seismic retrofit work you hope to accomplish

**ATTACHMENT A**

Estimate of the cost of all other rehabilitation work.

**ATTACHMENT B**

### **Attach the following items to your application:**

1. Proof of ownership of the property or proof of authorization by the property owner to apply for this grant.

**ATTACHMENT 1**

2. Engineer's plans for seismic retrofit:

**ATTACHMENT 2.** On file with the City of Guadalupe RDA.

3. Architects or engineer's plans for all other renovation of the property Including, but not limited to electrical, plumbing, ADA, cosmetic.  
**ATTACHMENT 3**
4. Phase I environmental document for the property prepared by a licensed environmental professional.  
Order **ATTACHMENT 4-a** Invoice **4-a**  
Report **ATTACHMENT 4-b**
5. Asbestos certification prepared by a licensed environmental Professional.  
Order **ATTACHMENT 5-a** Invoice **5-a**  
Report **ATTACHMENT 5-b**
6. Proof of financial ability to pay for all work (seismic and otherwise) not funded by grant funds.  
**ATTACHMENT 6**
7. Name of contractor who will do the work:  
**ATTACHMENT 7**
8. Budget for the seismic retrofit work:  
**ATTACHMENT 8**
9. Task list and timeline for the project, including seismic retrofit:  
**ATTACHMENT 9**
10. Task list and timeline for the project, including all other Required renovation work:  
**ATTACHMENT 10**

I certify that I have read and understand the document entitled "The 2006/2007 City of Guadalupe Community Redevelopment Agency Downtown Seismic Retrofit Grants Program and that I will comply with the requirements set forth therein. Further, I certify that I have had an opportunity to consult with an attorney and tax professional concerning my application for a grant. I agree to comply with the terms of any grant I receive from the City of Guadalupe Community Redevelopment Agency.

DATED: 2/11/08



\_\_\_\_\_  
Owner or Authorized Agent

**CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN SEISMIC RETROFIT  
GRANT APPLICATION**

Office use only

APN: \_\_\_\_\_ Project No.: \_\_\_\_\_

Date: **1-22-08**

Applicant Name: **Masatani Harry & Kimiko Trustees Et Al**  
**Masatani Harry Trust**

Property Owner Name (if different from applicant)

Mailing Address: **771 Guadalupe Street Guadalupe, Ca. 93434**

Property Address: **771 Guadalupe Street Guadalupe, Ca. 93434**  
APN 115 121 12 & 115-121-13

Business Name: **Masitani Market**

Applicant phone number **805 343-1171**

**Contact Persons: Harry Masitani 805 343-1171 or**  
**Beverly Chapman cell 805 260-2051**

PROPERTY INFORMATION

Please list all property owners as indicated on the grant deed to this property. Please provide the Social Security number or taxpayer identification number for each owner.

**Masatani Harry & Kimiko Trustees Et Al**  
**Masatani Harry Trust**

How long have you owned this property? 60 years  
Estimate of the property's current market value \$ 1,200,000

## DESCRIPTION OF WORK

Generally describe the rehabilitation (seismic and other) you want to accomplish on the property Seismic retrofitting improvement work will be done as specified in the plans funded by the RDA and approved by the City of Guadalupe and will pass all inspections required by the City of Guadalupe Building and Safety Department. The Improvements to this URM building will strengthen and improve its resistance to seismic force levels during an earthquake to significantly reduce the hazards to life and safety and also provide safe entry and exit during and immediately after an earthquake.

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Other Improvements will include;

Required Improvements:

1. Handicap accessible bathroom improvements have and will be complete as set out in plans, for ADA/Title 24 Compliance
2. Handicap accessible Ingress/egress is available.
3. Gas Seismic shutoff valve has been installed for the gas meters as required.
4. Repair electrical, which may become necessary during and or after retrofit work.
5. Earthquake strapping for water heaters is complete
6. Handicap parking will be made available as setout in plans

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Improvements Not Required

Repair of drywall/plaster, paint, flooring, and plumbing which may be necessary during and or after retrofit work.

Stucco Repair and Paint including Trim Paint, will be complete after retrofit as it becomes necessary.

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Please attach an architect's or engineer's estimate of the cost of the seismic retrofit work you hope to accomplish

**ATTACHMENT A**

Estimate of the cost of all other rehabilitation work.

**ATTACHMENT B**

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### **Attach the following items to your application:**

1. Proof of ownership of the property or proof of authorization by the property owner to apply for this grant.

**ATTACHMENT 1**

2. Engineer's plans for seismic retrofit:

**ATTACHMENT 2.** On file with the City of Guadalupe RDA.

3. Architects or engineer's plans for all other renovation of the property Including, but not limited to electrical, plumbing, ADA, cosmetic.

**ATTACHMENT 3**

4. Phase I environmental document for the property prepared by a licensed environmental professional.  
Order **ATTACHMENT 4-a**  
Report **ATTACHMENT 4-b**
  
5. Asbestos certification prepared by a licensed environmental Professional.  
Order **ATTACHMENT 5-a**  
Report **ATTACHMENT 5-b**
  
6. Proof of financial ability to pay for all work (seismic and otherwise) not funded by grant funds.  
**ATTACHMENT 6**
  
7. Name of contractor who will do the work:  
**ATTACHMENT 7**
  
8. Budget for the seismic retrofit work:  
**ATTACHMENT 8**
  
9. Task list and timeline for the project, including seismic retrofit:  
**ATTACHMENT 9**
  
10. Task list and timeline for the project, including all other Required renovation work:  
**ATTACHMENT 10**

I certify that I have read and understand the document entitled "The 2006/2007 City of Guadalupe Community Redevelopment Agency Downtown Seismic Retrofit Grants Program and that I will comply with the requirements set forth therein. Further, I certify that I have had an opportunity to consult with an attorney and tax professional concerning my application for a grant. I agree to comply with the terms of any grant I receive from the City of Guadalupe Community Redevelopment Agency.

DATED: 1/23/08

Nary Masatani  
Owner or Authorized Agent

**RETROFIT APPLICATIONS RECEIVED**

**DATE RECVD. DATE APPROVED**

BRAD VERNON (SANTA FLORITA HOTEL)	898 GUADALUPE ST.	8/16/2007	
HARRY MASATANI	771 GUADALUPE ST.	1/22/2008	
GUADALUPE ALVAREZ	813 GUADALUPE ST.	3/12/2008	
MARIKO NIKANO	854 GUADALUPE ST.	4/3/2008	
MANUEL RAMOS (BEVERLY CHAPMAN)	914 GUADALUPE ST.		

**NO RETROFIT APPLICATIONS RECEIVED**

JOHN PERRY (BEVERLY CHAPMAN)	941 GUADALUPE ST.		
JOHN PERRY (BEVERLY CHAPMAN)	951 GUADALUPE ST.		
ROD TETER	910 GUADALUPE ST.		
JOHN RUFFONI	935 GUADALUPE ST.		
GUADALUPE ALVAREZ	865/875 GUADALUPE ST.		
GUADALUPE ALVAREZ	887/891 GUADALUPE ST.		
MANETTI FAMILY (FAR WESTERN)	899 GUADALUPE ST.		

**UNREINFORCED MASONRY BUILDINGS**

No.	Owner	Address (Guadalupe St)	Bldg	GUADALUPE Plan Ck No	Date RMA Approved	Application	1.) Proof of ownership of the property of authorization by the property owner to apply for this grant.	2.) Engineer's plans for seismic retrofit	3.) Architects or engineer's plans for all other renovation of the property including, but not limited to electrical, plumbing, ADA, cosmetic.	4.) Phase I enviromental document for the [roperty prepared by a licensed environmental professional.	5.) Asbestos certification prepared by a licensed environmental professional.	6.) Proof of financial ability to pay for all work (seismic and otherwise) not funded by grant funds.	7.) Name of contractor who will do the work.	8.) Budget for the seismic retrofit work.	9.) Tasklist and timeline for the project, including sieismic retrofit and all other renovation work.
1	John Ruffoni	935	10	320-2006	1/14/08										
2	Mannuel Ramos	914	13	314-2006	1/11/08										
3	Guadalupe Alvarez	887-891	4	337-2006	1/10/08										
4	John Perry	941-945	2	333-2006	1/14/08										
5	Nakano	854	20	334											
6	Guadalupe Alvarez	813	19	318-2006	1/11/08										
7	Maretti (Basque)	992	24	335	not done										
8	Vernon	898	12	336		X	X	X	X	X	X	O	O	O	O
9	Myrna LeClaire & Dianne Korth	393	17	315-2006	1/9/08	X	X	X	X	X	X	O	O	O	O
10	Anna Lomeli	928	11	316-2006	1/10/08	X	X	X	X	X	X	O	O	O	O
11	John Perry	951	1	319-2006	1/14/08										
12	Anna Lomeli	946-60	9	317-2006	1/9/08	X	X	X	X	X	X	O	O	O	O
13	Minetti (Far Western)	899	7	345											
14	Teter	910	8	346											
15	Ruedas	878	15	05-225-01	1/14/08	X	X	X	X	X	X	O	O	O	O
16	Rafael Quiroga	920	14	05-226-01	1/10/08	X	X	X	X	X	X	O	O	O	O
17	Harry Masatani	771	16	05-2219-05	1/10/08	X	X	X	X	X	X	O	O	O	O
18	Guadalupe Alvarez	865-875	18	326-2006	1/10/08										
19	Martinez & Ruedas	868-874	5	325-2006	1/14/08	X	X	X	X	X	X	O	O	O	O
20	John Perry	959	3	Unknown	1/11/08	X	X	X	X	X	X	O	O	O	O
21	Rafael Quiroga	823-829	15	Unknown	1/14/08	X	X	X	X	X	X	O	O	O	O
	8 owners	10 buildings		20 only											
	Vernon 1	Martinez 1													
	LeClaire 1	Masatani 1													
	Lomeli 2	Perry 1													
	Quiroga 2	Ruedas 1													

**CONDITIONAL GRANT AGREEMENT BETWEEN AGENCY AND  
APPLICANT**

THIS CONDITIONAL GRANT AGREEMENT (the "Agreement") dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, is entered by and between THE CITY OF GUADALUPE COMMUNITY REDEVELOPMENT AGENCY, (the "Agency") and \_\_\_\_\_, a private property owner (the "Applicant").

**RECITALS**

A. Agency has adopted Downtown Seismic Retrofit Grants Program ("URM Grant Program") in order to provide grants to certain owners of eligible buildings who design and construct improvements to retrofit their unreinforced masonry buildings to meet specific building standards.

B. Applicant is the owner of that certain building located at \_\_\_\_\_ (the "Building").

C. Applicant has submitted an application to the Agency pursuant to the URM Grant Program Guidelines for a grant for seismic retrofit improvements to the Building.

D. Applicant completed the application process set forth in the Guidelines and has submitted final approved plans for seismic retrofit improvements dated \_\_\_\_\_, and has obtained a Building Permit dated \_\_\_\_\_, (the "Work").

E. Applicant and Agency desire to enter into this Agreement to set forth the terms and conditions of: Applicant's construction, installation and maintenance of the Work; and Agency's grant of funds to Applicant for construction of the Work, as set forth herein.

F. This Agreement is in furtherance of the objectives of the Agency's Redevelopment Plan. The Work will improve the Redevelopment Project Area and help eliminate physical and economic blight in the Project Area and stimulate private investment.

NOW, THEREFORE, Applicant and Agency hereby agree as follows:

1. Commencement and Completion of Work. Applicant shall begin the Work not later than the earlier of (1) 90 days after approval of the grant by the Agency Board of Directors, or (2) if an advance payment is made pursuant to Section 2, 14 days after such advance payment is made. Applicant shall complete or cause its contractors and/or subcontractors to complete the Work in accordance with all approved plans and permits not later than 18 months after the date of the Grant Award. The date of the Grant Award shall be the date the grant is approved by the Agency Board of Directors. Failure to complete the Work within this time frame or abandonment of the Work prior to completion may result in Applicant being required to repay the grant to the Agency, at

Agency's option. The Agency may grant an extension of time on a case-by-case basis. In the event the Applicant does not believe the Work will be completed within the required time frame, the Applicant may apply for a time extension. The Applicant shall apply for any time extension early enough to ensure sufficient time for the RDA to process a request for time extension and present the request to the RDA Board for consideration.

2. Grant Disbursement. The total grant amount available for the Work is \$ \_\_\_\_\_. Applicant acknowledges that this amount may not be sufficient to complete the Work, and Applicant accepts all liability for amounts owed to contractors and others in excess of the grant amount. Under no circumstances shall Agency be liable for any amounts in excess of the grant amount without prior approval of the Board of Directors through amendment to this Agreement. Grant payments will be made by the Agency directly to contractors or engineers for the Work. Invoices for payment must be submitted to the Agency for approval and payment to ensure the work performed is eligible work under the URM Grant Program. Under no circumstances will any grant funds be paid directly to Applicant, unless Applicant is the licensed contractor actually performing the Work. An amount of up to twenty percent (20%) of the grant amount may be made in advance of the Work to pay for contractor mobilization. After this initial advance payment, grant funds will not be paid in advance of eligible expenditures. Grant payments will be made no more frequently than monthly upon submission of invoices from Applicant's contractor or engineer, and only after approval by the Building Department of City.

3. Maintenance of Work. Applicant, at its sole cost and expense, shall maintain the Work in accordance with the terms of this section 3 for five (5) years following the date of completion of the Work. Applicant and its contractors and subcontractors shall maintain the Work in conformance and in compliance with the approved plans and permits, as the same may be amended from time to time with the approval of the City, and in accordance with the custom and practice generally applicable to first-class commercial projects located within the City of Guadalupe. All such maintenance work shall conform to all applicable federal, state and local laws and regulations for the performance of maintenance.

4. Indemnification. To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless Agency, the City of Guadalupe ("City"), its and their elective and appointive boards, commissions, officers, agents and employees (collectively, "Agency Parties"), from any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including tax liability, attorneys' fees and costs) (collectively, "Claims") arising, directly or indirectly, from the acts, omissions, negligence or willful misconduct of Applicant or its engineers, contractors, subcontractors, employees, representatives or agents. The Agency Parties shall not be deemed to have waived any right against Applicant that it or they may have by reason of the aforesaid indemnity, because of the approval by Agency or City of the plans,

specifications and drawings for the Work. Applicant's indemnity obligations under this section 4 shall survive the expiration or termination of this Agreement.

5. Insurance. Until completion of the Work and disbursement of the Grant by Agency, Applicant shall take out and maintain or shall cause its contractor to take out and maintain Commercial General Liability and Workers' Compensation Insurance as follows:

a. Commercial General Liability policy in the amount of One Million Dollars (\$1,000,000) combined single limit, or such other policy limit as Agency may approve at its discretion, including contractual liability, as shall protect Applicant, Agency and City from claims for damages. Such policy or policies shall be written on an occurrence basis. The Commercial General Liability Policy hereunder shall name the Agency and City and its and their respective officers, agents, employees, and representatives as additional insured's through endorsement. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Applicant shall furnish Agency with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. The certificate shall contain a statement of obligation on the part of the carrier to notify Agency and City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Applicant shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policies shall contain a waiver of subrogation for the benefit of Agency and City. The required certificate and endorsement shall be furnished by Applicant to Agency prior to the commencement of any of the Work.

b. Workers' Compensation Insurance. Applicant shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that Applicant and any contractor with whom it has contracted for the performance of the Work or otherwise pursuant to this Agreement carries Workers' Compensation Insurance as required by law.

6. Compliance with Laws. Applicant shall carry out the Work in conformity with all applicable laws, including the City's zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. and Government Code Section 8875.8. Applicant acknowledges that the requirements of the State of California prevailing wage law (Labor Code section 1720, et seq.) applies to all of the Work. Applicant shall cause its contractors and subcontractors to comply with all requirements of such prevailing wage law.

7. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

Agency:  
City of Guadalupe Community Redevelopment Agency  
918 Obispo Street  
Guadalupe, CA 93934  
Attn: Executive Director

Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

#### 8. Default.

8.1 Any failure by Applicant to perform any term or provision of this Agreement shall constitute an "Event of Default" if Applicant does not cure such failure within thirty (30) days following written notice of default from Agency. Upon the occurrence of an Event of Default, Agency shall have the right, in addition to any other rights or remedies (a) to institute any action at law or in equity to cure, correct, prevent or remedy any Event of Default; (b) to recover damages for any Event of Default; or (c) to terminate this Agreement by written notice to Applicant. In the event Agency terminates this Agreement as provided above, neither party shall have any further rights or obligations hereunder, except for Applicant's indemnity obligations under Section 4, which shall survive such termination. Furthermore, termination of the Agreement shall not relieve Applicant of liability for repayment of the grant proceeds under Section 1.

8.2 Any failure or delay by Agency in asserting any of its rights or remedies as to any Event of Default shall not operate as a waiver of any Event of Default or of any such rights or remedies or deprive Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

#### 9. Miscellaneous Terms and Provisions.

9.1 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

9.2 Assignment. Prior to completion of the Work, Applicant may not transfer or assign any or all of its rights or obligations under this Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld. Any such assignment or transfer without Agency's consent shall be wholly void and of no effect. All of Applicant's rights and obligations under this Agreement shall run with the land and shall be binding on its successors, heirs and/or assigns.

9.3 No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Agreement. Nothing herein shall be construed to create a partnership, joint venture or similar arrangement between the parties hereto.

9.4 Governing Law; Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement without reference to principles of conflict of laws. Venue for any action brought under this Agreement shall be in the Superior Court of Santa Barbara County, California.

9.5 Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

9.6 No Agency Relationship. Neither Applicant nor any of Applicant's agents, contractors or subcontractors are or shall be considered to be agents of Agency in connection with the performance of any of Applicant's obligations under this Agreement.

9.7 Agreement is Final Contract. This Agreement, together with Agency's Downtown Seismic Retrofit Grants Program, represents the entire understanding of Applicant and Agency as to those matters contained herein. In the event of any conflict between the provisions of this Agreement and the Downtown Seismic Retrofit Grants Program, the provisions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, Agency and Applicant have caused this Agreement to be executed as of the dates set forth below.

Dated: \_\_\_\_\_, 2008

“AGENCY”

CITY OF GUADALUPE COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Its: Executive Director

Dated: \_\_\_\_\_, 2008

“APPLICANT”

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Recording requested by:  
CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY

When recorded mail to:  
City of Guadalupe  
Community Redevelopment Agency  
918 Obispo Street  
Guadalupe, CA 93434  
Attn.: Executive Director

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### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between the City of Guadalupe Community Redevelopment Agency (“Agency”) and \_\_\_\_\_ (“Grantee”) with respect to that certain Conditional Grant Agreement (“Agreement”) dated \_\_\_\_\_, between the Agency and Grantee. This Memorandum shall provide notice of the existence of the unrecorded Agreement which contains terms, conditions and covenants affecting that certain real property owned by Grantee and located at \_\_\_\_\_ in Guadalupe, California and more particularly described on Exhibit A attached hereto (“Property”). Unless and until released by the Agency, the terms, conditions, and covenants of Grantee contained in the Agreement shall run with the land, and shall be binding on its successors, heirs, and/or assigns for a period of five (5) years from the date of completion of the Work called for under the Agreement. Further, such terms, conditions, and covenants shall to the fullest extent permitted by law and equity, be binding for the benefit and in favor of, and enforceable by the Agency, its successors and assigns against the Grantee, its successors and assigns.

This Memorandum shall incorporate herein all of the terms, covenants and conditions of the Agreement as though fully set forth herein. A copy of the Agreement is available at the City of Guadalupe Community Redevelopment Agency, 918 Obispo Street, Guadalupe, California. This Memorandum is recorded solely for the purpose of providing notice of the Agreement and shall not be deemed to alter, modify, amend or supplement the terms, covenants and conditions of the Agreement, of which this is a memorandum.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Executed on \_\_\_\_\_, 200\_\_, at Guadalupe, Santa Barbara County,  
California.

“Agency”  
City of Guadalupe Community Redevelopment Agency

By: \_\_\_\_\_  
Executive Director

“Grantee”

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(d/b/a)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**AGENCY ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_ who  
proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**GRANTEE ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_ who  
proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET  
SAN LUIS OBISPO, CA 93401-5415  
PHONE (805) 549-3111  
FAX (805) 549-3329  
TDD (805) 549-3259  
<http://www.dot.gov/dist05>



RECEIVED

MAR 25 2008

Flex your power!  
Be energy efficient!

March 19, 2008

Mike Pena  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434

CITY OF GUADALUPE  
City Clerk or Deputy City Clerk

COMPLETED  
BY: 4-3-08  
JC

DISTRIBUTE TO:	
<input checked="" type="checkbox"/> Mayor & Council	<input type="checkbox"/> Finance
<input type="checkbox"/> Administration	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> City Clerk
<input type="checkbox"/> Planning	<input type="checkbox"/> Personnel
<input checked="" type="checkbox"/> File CBC	<input type="checkbox"/> Fire
Date: 3/31/08	<input checked="" type="checkbox"/> Ruben

Dear Mr. Pena:

GATEWAY MONUMENT DEMONSTRATION PROGRAM

The Statewide Coordinator for the Gateway Monument Demonstration Program has just informed me that the Federal Highway Administration (FHWA) wants to conclude the monitoring period for the program by December 31, 2008 and that all proposed monuments must be reviewed, approved and started construction by that date. At this time the FHWA has not determined if this program will be continued in the future.

This construction deadline is being instated to facilitate meeting one of Caltrans terms for this demonstration program. All installed monuments must be in a monitoring program. The information from the monitoring will facilitate the FHWA to determine the future feasibility of this program. To date Caltrans has had a lot of interest in the Gateway Monument Program but has very few built monuments. This deadline is intended to encourage participants to build their monuments by the end of the program monitoring period so that there will be sufficient built monuments to gather performance information. Gateway signs that have not started construction by 12/31/08 must wait until the FHWA authorizes a permanent program to begin construction. This only applies to gateway signs to be constructed within the State right-of-way.

I realize that this time line may be difficult to meet given the limited time left to complete the process. My staff and I will do everything we can to assist you through the application process.

Sincerely,

DENNIS J. REEVES  
District 5, Gateway Monument Coordinator

Cc: Carolyn Galloway-Cooper, Daniel R. Hinojosa, Lori Butler

**REPORT TO THE GUADALUPE COMMUNITY REDEVELOPMENT  
AGENCY**

**Agency Agenda of April 8, 2008**

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

**SUBJECT:** 2005 Five-Year Plan Projects

**RECOMMENDATION:** That the Agency receive the report and consider current and future projects in conjunction with the upcoming Agency Plan amendment.

**BACKGROUND/**

Agency Chair Sabedra requested a review of the projects currently listed in the Agency's Five-year plan. Every five years the Agency is required to identify goals, objectives and projects. A discussion regarding the project area and how to best meet objectives is part of this process.

The Agency is currently processing a plan amendment to remove the \$1 million cap and hired Tierra West Advisors to carry out the process. Tierra West will attend the next Agency meeting to discuss progress on the plan amendment process. They will also provide information on opportunities and benefits associated with a Business Retention Program.

The current plan prioritizes projects under "Goals":

**Goal "A":** Water System Improvements; Retrofit of URM (done); Visitors' Center; Refurbishing the Historic Clock (done); Farmers/Open Air Market; Royal Performing Arts Center; Wetlands Parkway/Trails; Pioneer Street/Downtown/Eleventh/Simas Storm Drainage; Dunes Center Grant (done); Façade Program (done).

**Goal "B":** Hire Marketing Developer; Marketing Plan; Tourism Development; Industrial/Commercial Development; RV Park (in progress); Hotel Site.

**Goal "C":** Low Income Housing (done); Rehabilitate Homes (done); Mixed Use (done); Subsidize Mortgage Payments for households meeting Very Low/Low/Moderate Income.

**Goal "D":** Develop above moderate residential along with non-profits; develop housing for volunteer firefighters for purchase of homes in Guadalupe.

Attachments:

Excerpts from Five-Year Plan

### III. FIVE YEAR GOALS , OBJECTIVES, PROGRAMS PROJECTS AND EXPENDITURES

The Implementation Plan must set forth specific goals and objectives of the Redevelopment Agency for the Project Area for the next five years. This chapter describes the goals and objectives of the Guadalupe Redevelopment Plan, the Agency's past efforts to achieve these goals and Projects to continue to meet these goals in the next five years. Also this chapter of the Implementation Plan describes the specific goals, programs and potential projects, based on the overall goals identified in this Chapter which the Agency plans to pursue over the next five years. It should be noted that programs other than those listed below may be considered and developed in lieu of, or in addition to those shown.

#### Five Year Goals Objectives, Programs and Projects

##### Goal A: Revitalize the Central Business District

- \* **Description of Goal.** One of the primary goals of the Agency is to help revitalize the central commercial district along Guadalupe Street by improving the climate for both public and private investment in the area. This can be accomplished by providing much needed parking and other infrastructure, by helping to renovate and rehabilitate existing buildings, and by improving the visual and functional character of the downtown.
  
- \* **Previous Agency Efforts.** The Agency has undertaken a number of programs over the past ten years to revitalize the downtown. The Agency purchased vacant land within the downtown that may be improved for public parking, and has made grants available to business owners for facade improvements. In 1987 the Agency also sold almost \$2 million in bonds to help, in part, to finance the expansion of the City's wastewater treatment plant so that additional development could be accommodated. The Agency currently is funding the remodeling of the Lantern Hotel, one of the larger commercial building in the downtown, to bring into conformance with seismic and fire codes.

In addition to funding programs that directly benefit downtown properties, the Agency has provided funding to subsidize the cost of land for additional market-rate residential development (Point Sal Dunes). The market-rate housing developed on this land will likely be occupied by families with higher household incomes than those in the remainder of the City. Some of this additional purchasing power could be captured by local businesses in the downtown, thereby helping to maintain the vitality of the local economy.

**Programs To Meet Goal A** The Agency will continue its efforts to help revitalize the downtown, including providing grants to assist the renovation of existing commercial buildings, and will assist in the implementation of the Downtown Revitalization Plan. The Agency will continue its efforts to renovate the Royal Theater to provide a nighttime attraction in the downtown. Identifying incentives to attract and retain new development that provides a substantial benefit to the community, such as retail sales taxes, transient occupancy taxes or higher-paying jobs. Providing a comprehensive strategy for promoting business development. and the development of affordable and moderately-priced housing.

### **Projects To Meet Goal A**

#### 1.) Water System Improvements

The City of Guadalupe's Redevelopment Area is most notably suffering from an aging Water system Repair of these systems may be partially funded with RDA funds. RDA funds available  
Total Costs \$1,000,000

#### 2.) Retrofitting Un-reinforced Masonry Buildings (URM) in the Central Business District

The City of Guadalupe has various tools to confront this task. The City may utilize a portion of the City's Redevelopment funds for part or all of this program. The City can actually use other funding sources available as well.

A combination of the following options may be utilized to produce a comprehensive URM retrofit program:

- a.) Low or No Interest Loans - the Redevelopment agency may offer low or no interest loans because the Redevelopment agency does not have an unlimited amount of funds, the agency may want to set a maximum amount of the loan.
- b.) The City may wish to set a matching loan that could range between 25% and 50% of actual cost of the retrofit. Making it easier for the building owner to borrow the remainder from traditional financial institutions.
- c.) Matching grants could be structured at \$20,000 each which would not exceed the legal requirement that only 10% of the RDA Funds can be used for direct grants. This amount could service approximately 20 buildings with no direct payback requirements.
- d.) The City may want to provide design grants for architectural and engineering costs associated with the project. These grants can be rebates after the property owner has secured all other financing for the property.
- e.) If the RDA pursues a new taxable RDA tax increment bond of an additional \$2,500,000 and a non-taxable bond of \$4,500,000. The City can fully fund through direct grants the retrofit program.

In conjunction with the Redevelopment funds the City may include the following in the funding of the URM retrofits

- a.) Zoning Incentives can be used to reduce the retrofit costs by having the City Community Development Department waive certain zoning requirements for buildings being retrofitted. This is a reduction in hard dollar costs to the property owner and very little impact to the City.
- b.) Impact Fee Waivers could be allowed. Impact fees pay for new development costs that are added by new development to a community. But, generally, retrofits of URM buildings do not create new impacts to a community but create a safer community. If a building is increasing the floor space to an existing building or the increase use of utilities some fees may need to be assessed.
- c.) The City could try to obtain and qualify for FEMA grant funds of \$3,000,000.

The City may want to select from items from the above menu of options to accomplish a long-term retrofit program. RDA resources available for a retrofit program may equal as much as \$2,500,000. Administrative costs will amount to approximately \$50,000. Please see Appendix B for breakdown of per building cost. Staff has added an additional estimate of \$100,000 for contingency costs.  
Total Costs \$ 2,368,000

- 3.) Visitors Center in conjunction with the Amtrak Station. Review of additional funding sources maybe required.  
Total Costs \$100,000
- 4.) A more intensive list of decorative improvements in the Downtown can be done on State Route 1. This would include Refurbishing the Historic Clock.  
Total Costs \$600,000
- 5.) A new community facility development which would include Building a Farmers/Open Air Market which would include a large covered pavilion structure, new parking lots on the east side of Guadalupe Street between Olivera Street and Guadalupe Street behind the Royal Theater could also provide a system of both parking and activity stalls for festivals and other Community activities. Renovating the Royal Theater into a Performing Arts Center including dressing rooms and auxiliary facilities such as a conference room and Park facilities.  
Total Costs \$1,700.00
- 6.) Adjacent to the Guadalupe City Farmers/Open Air Market and Royal Performing Arts Center A Park and Wetland Parkway Trails, this project should include Water features and animal habitats, which include Bike, Walking and Equestrian trails in the wetlands that run through the City. Making sure that the wildlife is protected and the Dunes Center and the Dunes are connected for both the enjoyment of the educational experience of the children of the community. In addition this is another step in developing the growth of the Eco-tourism Industry in the City of Guadalupe.  
Total Costs \$ 600,000

- 7.) Pioneer Street/Downtown area to Eleventh/Simas Street Storm Drainage Project  
Total Costs \$1,500,000
- 8.) A Grant to help construct a Visitor Center on the Dunes Center Campus the project will attract 49,000 visitors a year to the Dunes center. The center estimates that the new center will generate a million dollars in new revenue to the local economy.  
Total Cost \$200,000
- 9.) Continued funding of the Facade Program to complete the program.  
Total Cost \$400,000

**How these Programs Will Help Alleviate Blight.** The physical and economic blighting conditions affecting the central business district will be alleviated through commercial rehabilitation and infrastructure improvements, and through business revitalization. A visitor center will generate traffic for local businesses and encourage the location of support businesses in the downtown, such as motels and restaurants.

**Goal B: Create Conditions Favorable to Expanded Eco-Tourism, Commercial and Industrial Development (Increase the Number of Jobs in the Community)**

\* **Description of Goal.** There are a number of economic blighting influences limiting commercial and industrial development within the Project Area. The ability of the private sector to assemble building sites large enough to accommodate conventional commercial and industrial businesses is limited by the small parcel sizes and multiple ownership of available lots. Thus, one of the goals of the Agency is to help remove the barriers to expanded commercial and industrial development. The lack of coordination of Commercial activities also restricts a good marketing of the Project area.

\* **Previous Efforts of the Agency.** The Agency has undertaken a number of programs to improve the conditions for commercial and industrial development within the City, and the Project Area in particular. In addition to efforts described above for Goal A, the Agency has pursued an aggressive program of subsidizing the cost of improving industrial development, especially south of City Hall along Obispo Street. The Agency has installed 'off-site' improvements (curbs, gutters and sidewalks) and has subsidized the cost of land to attract industrial development. The Agency has also acquired and exchanged land for the purpose of enabling the expansion of a local business.

**Programs To Meet Goal B:** The Agency will continue to provide incentives for industrial businesses to locate in Guadalupe, and to encourage the expansion of existing businesses to improve the local job base. Agency funds may be used to subsidize the cost of land, zoning and building permits, and/or off-site improvements, and may be used to purchase property to be leased to prospective businesses at favorable rates.

### Projects To Meet Goal B

- 1.) Hire a Marketing Developer, a full time staffperson under the direction of the City Administrator, to direct the tourism and marketing of Guadalupe. This would include all aspects of the Community of Guadalupe to generate tourism in the redevelopment area.. This person duties would include general marketing of the City. However the position would help with the marketing of Guadalupe's various attractions, the Dunes Center, the Downtown Businesses, The Indigenous Peoples Center, the Local Beach, Restaurants, the future RV Park, Hotel/Motel and the Royal Theater.
  - a.) In addition, the Agency, in conjunction with the City, will fund the preparation of a comprehensive marketing plan for Guadalupe that focuses on the downtown and industrial properties. Such a plan should address the following:
    - b.) Strategies for capturing more revenue from tourism and taking advantage of Guadalupe's location near the entrance to Oso Flaco, the Dunes Center and adjoining beaches. Establishing a framework for organizing and funding special events, festivals and other promotions to attract visitors to Guadalupe downtown.
    - c.) Develop strategies to sell Guadalupe to potential new Industrial and Commercial Businesses  
Total Costs \$100,000
  - 2.) The city may develop a RV Park. A RV will promote the development of Eco-tourism in Guadalupe.  
Total Costs \$1,500,000
  - 3.) The City may also look at the assembling of land for a Hotel Site in the Central Business District. A Hotel will promote the development of Eco-tourism. in Guadalupe.  
Total Costs \$400,000

**How these Programs And Projects Will Help Alleviate Blight.** Additional industrial development will create jobs, improve the city's tax revenue and generally improve the overall economic conditions within the city. The additional tax revenues will enable the City to pursue a capital improvements program relating to the provision of needed public infrastructure, such as roads, drainage, water and sewer service, that will directly support expanded industrial development. Hire a Marketing Developer will increase the business activities in the Redevelopment Area and increase the number of jobs in the community.

A Marketing development plan will provide a comprehensive strategy for the revitalization of Guadalupe, and especially the downtown, by taking advantage of the City's assets and providing strategies for attracting and retaining new businesses. The success of such a program would help alleviate economic blight that affects the

downtown and increase both City and Agency revenues which could be used in other programs to alleviate blight.

**Goal C: Provide Additional Housing and Rehabilitate Existing Sub-Standard Housing (Increase the Supply of Affordable Housing)**

\* **Description of Goal.** One the statutory requirements of redevelopment, both before and after AB 1290, is to improve the supply of affordable housing within the City and within the Project Area in particular. The Agency will continue its efforts to rehabilitate and renovate existing residences, as well as to encourage the development of market-rate dwellings to improve the City's tax base and alleviate overcrowding.

\* **Past Agency Efforts.** Past efforts have focused on the rehabilitation of existing dwellings and the development of market-rate units. The Agency has established a grant program for housing rehabilitation and has subsidized the cost of land for additional residential development. In addition, the Agency has in the past developed programs through the federal department of Housing and Urban Development (HUD) to provide loan subsidies for residential rehabilitation. The Agency has also worked with Self-Help Housing to provide Low-income and Moderate-income housing.

In 1987, the Agency sold \$1.7 million in bonds to help finance the expansion of the City's sewage treatment plant, and to make improvements to the City's water system. Prior to the expansion of the treatment plant, the City was prohibited from issuing building permits for new construction by a cease-and-desist order from the Regional Water Quality Control Board. The building moratorium drastically impaired the City's efforts to provide affordable housing, attract new industrial and commercial businesses, and implement strategies to revitalize the downtown.

**Programs To Meet Goal C:** The Agency will continue to provide incentives for the development of affordable housing within the Project Area and within the City. The Agency may subsidize land costs, provide grants for mortgage subsidies and may pursue Community Development Block Grant monies to supplement Agency funds. In addition, the Agency will continue to offer grants and/or low-cost loans for the renovation and rehabilitation of housing within the City.

**Projects To Meet Goal C**

- 1.) Develop Low income housing partnerships with non-profits like Self-Help and private developers. acquisition of Ten Acres for low cost Housing Projects  
Total Costs \$1,000,000
- 2.) Continue rehabilitation programs for homes in the community  
Total Costs 300,000

- 3.) Develop more mixed use housing in the City Business District Core. Many of the older buildings can be rehabilitated with second story and rear apartments included.  
Total Costs \$1,000,000
- 4.) Housing prices in Guadalupe are lower than for surrounding communities. The Agency will help subsidize mortgage payments by providing a portion of the down payment for households meeting the very low-income low-income and moderate criteria for housing.  
Total Cost \$1,000,000

**How these Programs Will Help Alleviate Blight.** The production of affordable housing is a principal goal of redevelopment in general, and the Guadalupe Redevelopment Agency in particular. Additional affordable housing will help alleviate the severe overcrowding that exists within the City. Reducing the percentage of household income spent on housing may enable local families to support local businesses, which in turn will help eliminate economic blight within the project area.

**Goal D: Increase the Supply of Market Rate Housing**

- \* **Description of Goal.** The Agency will continue to work with housing developers to provide incentives for the production of market rate housing in Guadalupe. Such incentives may include subsidies for the cost of land, mortgage subsidies and other incentives to attract moderate-income households.
- \* **Past Agency Efforts.** Additional market-rate residential development such as Sal Dunes has helped alleviate the economic blight affecting the Project Area by improving the City's tax base, and by bringing households into the city with higher incomes and corresponding discretionary spending power. These households spend a larger portion of their income locally, thereby helping local businesses and providing a client base to attract additional businesses to Guadalupe.

**Programs To Meet Goal D** The Agency will continue to work with housing developers to provide incentives for the production of market rate housing in Guadalupe. Such incentives may include subsidies for the cost of land, mortgage subsidies and other incentives to attract moderate-income households.

**Projects To Meet Goal D**

- 1.) Develop Above Moderate market-rate residential development by working with non-profits like Self-Help and private developers.  
Total Costs: \$200,000
- 2.) Development of housing fund for subsidizing Volunteer Firefighters purchase of homes in the City of Guadalupe redevelopment area.  
Total Cost: Included in the mortgage subsidy program in Goal C.

**How these Programs Will Help Alleviate Blight.** Encouraging additional market-rate residential development will help alleviate the economic blight affecting the Project Area by improving the City's tax base, and by bringing households into the city with higher incomes and corresponding discretionary spending power. These households could be expected to spend a larger portion of their income locally, thereby helping local businesses and providing a client base to attract additional businesses to Guadalupe.

**Program Expenditures to Eliminate Blighting Conditions.**

The Community Redevelopment Law requires Agency expenditures be linked to the alleviation of the blighting conditions identified in Chapter II. As discussed above, the identified programs would have direct and indirect benefits that would help alleviate the physical and economic blight affecting the city.

Table 12 summarizes the Agency's proposed expenditures during the next five years as they relate to the program and projects described above. Table 13 Estimates Program Expenditures by fiscal year. Table 14 shows how programs and projects are linked to reduce blight conditions. And the Section above discusses how these programs and projects will help alleviate blight. **It should also be noted that the Projects Estimates are preliminary estimates, actual cost may decrease or increase as projects are adjusted.**

Table 12

**BUDGETARY COST ESTIMATE  
BASED ON CONCEPTUAL PROJECTS AND PROGRAMS**

Source: Guadalupe Redevelopment Agency and RM and Associates

<b>Goal A - Projects</b>	<b>Estimate</b>
Water System Improvements	\$1,000,000
Retrofitting Un-reinforced Masonry Buildings in Central Business District	\$2,368,000
Building a Farmers/Open Air Market and Royal Theater renovation	\$1,700,000
Visitors Center at the Amtrak Station	\$ 100,000
Guadalupe Street/ State Highway Downtown Streetscape	\$ 600,000
Park and Wetland Parkway Trails	\$ 600,000
Pioneer Street/Downtown area to Eleventh/Simas Street Storm Drainage	\$1,500,000
Dunes Center Campus	\$ 200,000
Facade Program	\$ 400,000
Goal A - Projects Total Costs	<b>\$8,468,000</b>
<b>GOAL B - Projects and Programs</b>	
Hire a Marketing Developer,	\$ 100,000
RV Park.	\$1,500,000
Assemble land for a Hotel/Motel site	\$ 400,000
Goal B - Projects Total Costs	<b>\$2,000,000</b>
<b>GOAL C - Projects and Programs</b>	
Mortgage Subsidies Program	\$1,000,000
Housing Rehab Program	\$ 300,000
Partnership Program	\$1,000,000
Mixed Use//In-fill Program	\$1,000,000
Goal C - Projects Total Costs	<b>\$3,300,000</b>
Develop Above Moderate market-rate residential development	\$ 200,000
Goal D - Projects Total Costs	<b>\$ 200,000</b>
<b>TOTAL</b>	<b>\$13,968,000</b>

**Table 13**

**Estimated Program Expenditures By Fiscal Year,  
2004-05 to 2008-09**  
(in 2004 dollars)

Source: Guadalupe Redevelopment Agency and RM and Associates

Program	Estimated Expenditures by Fiscal Year					
	2004-05	2005-06	2006-07	2007-08	2008 4-09	TOTAL for Each Program
<b>Goal A: Revitalize Downtown</b>						
Water System Improvements	\$500,000	\$500,000				<b>\$1,000,000</b>
Retrofitting Un-reinforced Masonry Buildings in Central Business District	\$1,000,000	\$1,000,000	\$ 360,000	\$8,000	0	<b>\$2,368,000</b>
Building a Farmers/Open Air Market and Royal Theater renovation	\$ 700,000	\$1,000,000	0	0	0	<b>\$1,700,000</b>
Visitors Center at the Amtrak Station	0	\$ 100,000	0	0	0	<b>\$ 100,000</b>
Guadalupe Street/ State Highway Downtown Streetscape	0	\$ 150,000	\$ 300,000	\$ 150,000	0	<b>\$ 600,000</b>
Park and Wetland Parkway Trails	0	\$ 200,000	\$ 200,000	\$ 200,000	0	<b>\$ 600,000</b>
Pioneer Street/Downtown area to Eleventh/Simas Street Storm Drainage	\$ 1,000,000	\$ 500,000	0	0	0	<b>\$1,500,000</b>
Dunes Center Campus	\$ 200,000	0	0	0	0	<b>\$ 200,000</b>
Facade Program	0	\$ 200,000	\$ 200,000	0	0	<b>\$ 400,000</b>
<b>Sub-Total Goal A</b>	<b>\$3,400,000</b>	<b>\$3,650,000</b>	<b>\$ 1,060,000</b>	<b>\$ 358,000</b>	<b>0</b>	<b>\$8,468,000</b>

**Table 13 -Continued  
Estimated Program Expenditures By Fiscal Year,  
2004-05 to 2008-09**

Program	Estimated Expenditures by Fiscal Year					
	2004-05	2005-06	2006-07	2007-08	2008-09	TOTAL for Each Program
<b>Goal B: Increase the Number of Jobs in the City</b>						
Hire a Marketing Developer,	\$ 50,000	\$ 50,000	0	0	0	\$ 100,000
RV Park.	\$1,000,000	\$ 500,000	0	0	0	\$1,500,000
Assemble land for a Hotel/Motel site	\$ 400,000	0	0	0	0	\$ 400,000
<b>Sub-Total Goal B</b>	<b>\$1,450,000</b>	<b>\$ 550,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$2,000,000</b>
<b>Goals C &amp; D: Increase the Supply of Moderate and Affordable Housing</b>						
Mortgage Subsidies Program	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	0	\$1,000,000
Housing Rehab Program	\$ 80,000	\$ 80,000	\$ 80,000	\$ 60,000	0	\$ 300,000
Partnership Program	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	0	\$1,000,000
Mixed Use//In-fill Program	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	0	\$1,000,000
Develop Above Moderate market-rate residential development	0	\$ 100,000	\$ 100,000	0	0	\$ 200,000
<b>Sub-Total Goals C&amp;D</b>	<b>\$830,000</b>	<b>\$930,000</b>	<b>\$930,000</b>	<b>\$810,000</b>	<b>0</b>	<b>\$3,500,000</b>
<b>GRAND TOTAL:</b>	<b>\$5,680,000</b>	<b>\$5,130,000</b>	<b>1,990,000</b>	<b>1,168,000</b>	<b>0</b>	<b>13,968,000</b>