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Subject: public comment Item #8 on the June 15th CC Agenda
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Public comment to item #8, "Authorizing Execution of a Roadway Repair and Permit Agreement with Strauss Wind, LLC" on the June 15th City Council agenda.

This hearing appears to be premature; the Council may want to continue this item to a date when all the transportation details are complete so impacts can be properly assessed. I have concerns with some statements in the staff report because Strauss Wind has already indicated that they are not finished "defining the details and measures necessary to obtain permits for its revised hauling strategy."

Concerns:

1. According to the staff report, page 3 of 8: "Strauss submitted its comments on the draft Roadway Agreement and draft Benefit Agreement in March 2021; however, after those transmittals Strauss proposed its revised hauling strategy. As of May 28, 2021, Strauss had not yet completed its submittals to the City defining the details and measures necessary to obtain permits for its revised hauling strategy." Translation – they don't know how they want to accomplish the transport yet.
2. On page 4 of 8 the staff report, the Project Transportation route includes: "2. Route to Switchyard Site (not for turbine components): a. Ocean Avenue within City (Caltrans); and b. South Seventh Street (City)." Neither the use of the switchyard site nor the Seventh Street route is discussed anywhere else in the report – so it leaves one to wonder "what is their plan?" And, how would they turn onto Cypress from 7th Street (it's a 90 degree turn on a hill)? NOTE: the rail switchyard site is in a very crowded location to the east of Laurel Avenue and A Streets and Laurel Avenue is very narrow in this area; it should be of significant interest to know exactly what Strauss intends to do on this site and what they intend to transport along the red line in Exhibit B of the Roadway Agreement.
3. The staff report indicates on page 4 of 8 that "The Roadway Agreement limits the hours allowed for the extremely oversized Project trips and associated road closures and detours to between 9:00 AM and 4:00 PM Monday through Friday. The 9:00 AM to 4:00 PM limitation is proposed, consistent with the Project EIR, in order to avoid peak traffic times within the City." On page 2 of 8 the staff report says "Project trucks with freight are proposed to measure up to 290 feet in overall length." But the reality is that these are prime traffic hours for the proposed route through the City and would create a major impact on businesses, residential, emergency and commercial traffic along the route. The hours should be adjusted to off-peak hours.
4. On page 4 of 8 of the staff report it says "On September 15, 2020, staff presented the draft Benefit Agreement to the City Council, and since that time Strauss has agreed to increase its payments to the City pursuant to that agreement from a total of \$250,000 up to a total of

\$500,000.” However, on page 28 of the Roadway Repair Agreement it says “To that end, Strauss shall, concurrently with the execution of this Agreement, and prior to the City’s issuance of any encroachment permit or oversized vehicle permit for a Variance Trip, deposit with City an initial sum of **\$450,000** against which any City Costs reasonably incurred for the Project will be drawn down (“Deposit for City Costs”). At no point shall the minimum balance of the Deposit fall below \$50,000.” So, how much is it?

As pointed out in the September 15, 2020 Council meeting the City of Lompoc emergency services will be first to arrive at any emergency at the Strauss site simply because County resources are located a considerable distance from the location. The County is collecting property and other taxes to support the emergency response effort, but the City of Lompoc will not collect any funds through the life of the project other than the initial sum. The amount offered should be at least equal annually to the amount being collected by the County for the duration of the project.

5. On page 5 of 8 of the staff report it indicates that “The Roadway Agreement limits the duration of road closures and detours of public traffic to one hour per day.” I would suggest that just making the 3 turns at F and Ocean Avenue, F and Cypress and Cypress and I Street or placing and removing any load spreading plates along the route needed to reduce load impact on roads or underground utilities will take much more than an hour to complete.
6. Lastly, the report does not address the impact of the several thousand tons of aggregate, construction materials, concrete, large construction cranes and heavy equipment that will be and already have been trucked to the construction site which will also have an impact on City streets. For example, about one hundred truckloads of concrete may be required for each tower base.

Thank you for considering these concerns.

Ron Fink
Lompoc