



**Regular Meeting of the Lompoc City Council
Tuesday, November 20, 2018
City Hall, 100 Civic Center Plaza, Council Chamber**

Please be advised that, pursuant to State Law, any member of the public may address the City Council concerning any Item on the Agenda, before or during Council consideration of that Item. Please be aware that Items on the Consent Calendar are considered to be routine and are normally enacted by one vote of the City Council. If you wish to speak on a Consent Calendar Item, please do so during the first Oral Communications.

“Members of the Public are Advised that all **PAGERS, CELLULAR TELEPHONES** and any **OTHER COMMUNICATION DEVICES** are to be **turned off** upon entering the City Council Chambers.”

Regular City Council meetings will be videotaped and available for review on the City’s website by the end of the day on the Thursday following the City Council Meeting. **The Agenda and related Staff reports are available on the City’s web site: www.cityoflompoc.com the Friday before Council meetings between 9:00 a.m. and 5:00 p.m.**

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available the Friday before Council meetings at the City Clerk’s Office at City Hall, 100 Civic Center Plaza, Monday through Friday between 9 a.m. and 5 p.m. and at the Information Desk at the Lompoc Library, 501 E. North Avenue, Lompoc, California, Monday - Thursday between 10 a.m. and 7 p.m. and Friday and Saturday between 1 p.m. and 5 p.m. The City may charge customary photocopying charges for copies of such documents.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, including review of the Agenda and related documents, please contact the City Clerk at (805) 875-8241 at least 72 hours prior to the meeting. This will allow time for the City to make reasonable arrangements to ensure accessibility to the meeting.

CLOSED SESSION

OPEN SESSION – 5:00 P.M. – Council Chamber

ROLL CALL: Mayor Bob Lingl
Mayor Pro Tempore Jenelle Osborne
Council Member James Mosby
Council Member Dirk Starbuck
Council Member Victor Vega

ORAL COMMUNICATIONS: (maximum of three minutes per speaker, limited to subject of “Closed Session”)

CLOSED SESSION – City Council Conference Room

BUSINESS ITEM:

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**
Paragraph (1) of subdivision (d) of Section 54956.9 Name of Case: Joel Alcox v. The City of Lompoc, et al.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One matter regarding an agreement to provide landscaped screening at 1050 North D Street, Lompoc, CA.
3. **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION:**
Initiation of litigation pursuant to Government Code 54956.9(d)(4): One case.
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case.
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:** City Manager

OPEN SESSION - 6:30 P.M. – Council Chamber

REPORT ON ACTION TAKEN DURING CLOSED SESSION:

INVOCATION: Pastor Darren Hunt

PLEDGE OF ALLEGIANCE: Mayor Bob Lingl

CITY MANAGER REPORT: (Information only)

PUBLIC COMMENT ON CONSENT CALENDAR ITEMS (Max of 3 Minutes):

CONSENT CALENDAR: All items listed under Consent Calendar are considered to be routine and will be enacted, after one motion, in the form listed below. There will be no separate discussion of these items unless good cause is shown prior to the Council vote. Any items withdrawn from the Consent Calendar for separate discussion will be addressed immediately before the second Oral Communications, near the end of the meeting.

1. **Approval of Minutes** of the Lompoc City Council Regular Meeting of June 5, 2018
2. **Approval of Agreement for Operation of a County-Wide Library System.**

Library Director Sarah Bleyl
s_bleyl@ci.lompoc.ca.us

Recommendation: Council approve, and authorize the City Manager to execute, the Agreement for Operation of a County-Wide Library System between the County of Santa Barbara, and the cities of Santa Barbara, Lompoc, Santa Maria, and Goleta for the Fiscal Year 2018-19, on behalf of the City of Lompoc.

3. **Authorization to Issue a Purchase Order for Fuel Services of Approximately \$650,000 Annually for a 5-year Period.**

Purchasing & Materials Manager Ray Ambler
r_ambler@ci.lompoc.ca.us

Recommendation: Council authorize the issuance of a purchase order to J.B. Dewar, Inc. of San Luis Obispo for a period of five years for fleet fuels for approximately \$650,000 annually initially; and authorize the Purchasing and Materials Manager to issue that purchase order.

4. **Adoption of Resolution No. 6223(18) Approving Vacation of a Public Service Easements at 801 East Ocean Avenue – Conserv Fuel.**

Assistant Public Works Director/City Engineer Michael W. Luther, P.E.
m_luther@ci.lompoc.ca.us

Recommendation: Council adopt Resolution No. 6223(18), vacating a public service easements at 801 East Ocean Avenue – Conserv Fuel.

5. **Approval of the Second Amendment to the Legal Services Agreement with Aleshire & Wynder, LLP, to Appoint Jeff Malawy as City Attorney.**

City Manager James Throop
j_throop@ci.lompoc.ca.us

Recommendation: Council approve the Second Amendment to the Legal Services Agreement with Aleshire & Wynder, LLP, to appoint Jeff Malawy as City Attorney, effective January 1, 2019 ; or provide other direction.

CONSENT CALENDAR: (cont'd)

6. **Adoption of Resolution No. 6228(18) Authorizing an Application Submittal for the California Department of Transportation Sustainable Communities Competitive Grant.**

Planning Manager Brian Halvorson
b_halvorson@ci.lompoc.ca.us

Recommendation: Council adopt Resolution No. 6228(18), authorizing the Acting Economic & Community Development Director to submit an application to the California Department of Transportation for its Sustainable Communities Competitive Grant.

7. **Adoption of Ordinance No. 1654(18) Amending the Effective Date of Ordinance No. 1647(18), and Approval of a Payment In-Lieu of Taxes Agreement.**

Recommendation: Council adopt Ordinance No. 1654(18), amending the effective date of Ordinance No. 1647(18).

8. **Review of the Need for Continuing the Local Emergency Proclaimed by the City Council on October 2, 2018, Relating to the Clean-up of the Santa Ynez Riverbed.**

City Manager James Throop
j_throop@ci.lompoc.ca.us

Recommendation: Council review, receive and file, this Staff report regarding the need for continuing the local emergency proclaimed by the City Council on October 2, 2018, relating to the clean-up of the Santa Ynez riverbed and confirm the City Council undertook such review on or before November 15, 2018.

9. **Adoption of Resolution No. 6222(18) to Close City Hall and Suspend Certain Field Operations on December 26, 27, 28, and 31, 2018.**

City Manager James Throop
j_throop@ci.lompoc.ca.us

Recommendation: Council adopt Resolution No. 6222(18), permitting the closing of City Hall, Library, and suspending certain City field operations on December 26, 27, 28, and 31, 2018.

STAFF PRESENTATIONS/ANNOUNCEMENTS/REQUESTS:

ORAL COMMUNICATIONS (3 Minutes Maximum):

APPOINTMENTS:

10. **Council Appointments to the Economic Development Committee and the Senior and Youth Commissions.**

PUBLIC HEARING:

11. **Public Hearing and Formation of Community Facilities District No. 2018-01 (Summit View Homes) to Fund Certain Public Services and Authorize Certain Related Actions; Adoption of Resolutions No. 6224(18), 6225(18), and 6226(18); Introduction of Ordinance No. 1656(18), all Relating to the District.**

Management Services Director Brad Wilkie
b_wilkie@ci.lompoc.ca.us

Recommendation: Council take the following actions:

- a) Hold public hearing and take testimony on proposed Community Facilities District No. 2018-01 (CFD No. 2018-01);
- b) Adopt Resolution No. 6224(18) forming CFD No. 2018-01;
- c) Adopt Resolution No. 6225(18) calling a special election of the qualified electors of the territory to be included in the formation of CFD No. 2018-01;
- d) Conduct a Special Election on the formation of CFD No. 2018-01 during which the City Clerk opens the ballots, tallies the vote, and announces the results of the special election;
- e) Adopt Resolution No. 6226(18) declaring results of special tax election, determining validity of prior proceedings, and directing recording of Notice of Special Tax Lien; and
- f) Introduce Ordinance No. 1656(18) for first reading by title only with further reading waived, levying special taxes within CFD No. 2018-01.

(Public Comment)

NEW BUSINESS:

12. **Adoption of Resolution No. 6227(18) to Amend the Classification and Compensation Plans to Effect the Various Job Classifications and Salary Ranges Authorized in Biennial Budget Fiscal Years 2017-19.**

Human Resources Manager Gabriel Garcia
g_garcia@ci.lompoc.ca.us

NEW BUSINESS: (cont'd)

Item No. 12

Recommendation: Council adopt Resolution No. 6227(18), which will:

- a) Approve the new classification of Electric Regulatory Compliance Coordinator, and amend the Classification Plan to include the new classification effective upon approval;
- b) Approve the revised Electric Utility Manager job title, and amend the Classification Plan to include the revised classification, effective upon approval;
- c) Approve the revised Electric Utility Engineer job title, and amend the Classification Plan to include the revised classification, effective upon approval;
- d) Approve the new salary range for the Electric Regulatory Compliance Coordinator job class, and amend the Compensation Plan to include the new salary range effective upon approval;
- e) Approve the salary adjustment to all the classifications of the Water Treatment Plant Operator series, and amend the Compensation Plan to include the revised salary ranges, effective retroactive to July 1, 2018; and
- f) Approve the salary adjustment to all the classifications of the Tree Trimmer series, and amend the Compensation Plan to include the revised salary ranges, effective retroactive to July 1, 2018.

(Public Comment)

13. **Introduction of Ordinance No. 1657(18) Regarding Administrative Fines for Illegal Cannabis Cultivation.**

Police Chief Pat Walsh
pwalsh@ci.lompoc.ca.us

Recommendation: Council introduce Ordinance No. 1657(18), for first reading by title only with further reading waived, amending Lompoc Municipal Code section 1.36.040 regarding administrative fines related to illegal cannabis cultivation; or provide other direction.

(Public Comment)

NEW BUSINESS: (cont'd)

14. **Introduction of Ordinance No. 1658(18) and Adoption of Urgency Ordinance No. 1659(18) to Prohibit Overnight Parking on Cordoba Avenue and Aviation Drive, and to Create an Exception to the Safe Parking Ordinance to Comply with *Martin v. City of Boise***

Police Chief Pat Walsh
pwalsh@ci.lompoc.ca.us

Recommendation: Council take the following actions:

- a) Introduce, for first reading by title only with further reading waived, Ordinance No. 1658(18), which prohibits overnight parking on Cordoba Avenue and Aviation Drive and creates an exception to the Safe Parking Ordinance (Lompoc Municipal Code Chapter 10.30) to comply with *Martin v. City of Boise*; and
- b) Adopt Urgency Ordinance No. 1659(18), which prohibits overnight parking on Cordoba Avenue and Aviation Drive and creates an exception to the Safe Parking Ordinance (LMC Chapter 10.30) to comply with *Martin v. City of Boise*. This urgency ordinance requires a 4/5 vote.

(Public Comment)

WRITTEN COMMUNICATIONS:

ORAL COMMUNICATIONS (2 Minutes Maximum):

COUNCIL REQUESTS, COMMENTS, AND MEETING REPORTS:

ADJOURNMENT:

Lompoc City Council will adjourn to a Regular Meeting at 6:30 P.M. on December 4, 2018.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 15th day of November 2018

Stacey Haddon, City Clerk
By: Shannon Marrs

Proposed Future City Council Agenda Items

(Please note these items are tentatively scheduled and subject to change)

Oct 17, 2018

<u>Council Mtg. Date/Subject</u>	Department	Agenda Category	
Dec 4			
Quarterly Update/Report from Chamber		Presentation	
Purchase Approval of Transit Buses	Purchasing	Consent Calendar	
Review of Solid Waste Rate Increase		Council Request	
Revision of Cannabis Ordinance – Allowing Cannabis Testing in Industrial Areas	City Attorney	New Business	
Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Certification of Election & Installation of Newly Elected Mayor & Council Members	Dec	Clerk's Office	Presentation
Approval of 2019 CC Meeting Calendar	Dec	Clerk's Office	Consent
Dec 8 – Special Budget Workshop		Administration	
AB1234 – Ethics Training	Dec 11	City Attorney	
Appt Boards/Commissions/Committees by newly Installed Council Members & Mayor	Jan 2019	Clerk's Office	Appointments
Appointment of Mayor Pro Tempore for 2019 Calendar Year & Approval of Council Meeting 2017 Calendar	Jan 2019	Clerk's Office	Appointments
Quarterly Update/Report from Chamber	Feb 2019		Presentation
Council Workshop to Review 2030 GenPlan		Planning	
Report from AdHoc Committee RE: Enterprise Reimbursement Study (Osborne)		Council Request	Presentation
Evaluation of Extended Hours at City Hall (Osborne)			Council Request
Assessment of CCU License Application Deposit (Mosby)	April 2019		Council Request

g:futureagendalist 10-17-2018



Nov/Dec 2018 Master Calendar

DATE	ITEM	NOTES
11/01/2018	* Economic Development Committee – General Board Meeting – 6pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
11/01/2018	* Airport Commission Meeting – 7pm	Lompoc City Hall – Admin Conference Room - 100 Civic Center Plaza
11/03/2018	Dedication of Fallen Warriors Memorial at Beattie Park 11am	East Olive Avenue & South 5 th Street - Lompoc
11/05/2018	* Human Services Commission - 6:00pm	Lompoc City Hall – Admin Conference Room - 100 Civic Center Plaza
11/06/2018	ELECTION DAY	
11/06/2018	City Council Meeting – Cancelled in Observance of Election Day	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
11/12/2018	* Utilities Commission Meeting – 6pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
11/13/2018	* Library Commission Meeting 10am	Lompoc Main Library - Grossman Gallery 501 E. North Avenue
11/13/2018	* Parks & Recreation Commission – 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
11/14/2018	* Planning Commission Meeting 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
11/14/2018	* Beautification Commission Meeting 6:30pm	Lompoc City Hall - Administrative Conference Room - 100 Civic Center Plaza
11/20/2018	City Council Meeting - 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
11/22/2018 11/23/2018	Thanks Giving Holiday	Lompoc City Hall Closed
11/26/2018	* Youth Commission Meeting – 7pm	Anderson Recreation Center – 125 W. Walnut
12/03/2018	* Human Services Commission - 6:00pm	Lompoc City Hall – Admin Conference Room - 100 Civic Center Plaza
12/04/2018	City Council Meeting - 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
12/06/2018	* Economic Development Committee – Cancelled	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
12/06/2018	* Airport Commission Meeting – 7pm	Lompoc City Hall – Admin Conference Room - 100 Civic Center Plaza
12/07/2018	Children’s Christmas Parade- 6pm	H Street and Ocean Avenue
12/08/2018	City Council Special Budget Workshop – 8:30am	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
12/11/2018	* Library Commission Meeting 10am	Lompoc Main Library - Grossman Gallery 501 E. North Avenue
12/11/2018	Ethics Training Meeting – 5:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza

DATE	ITEM	NOTES
12/11/2018	*Parks & Recreation Commission - Cancelled	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
12/12/2018	*Planning Commission Meeting 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
12/24/2018	*Youth Commission Meeting – Cancelled	Anderson Recreation Center – 125 W. Walnut
12/24/2018 12/25/2018	Christmas Holiday	Lompoc City Hall Closed

*One or more Council Members may attend this meeting. However, if a majority of Council Members are present at this meeting, then no Council Member may make any comments regarding any matter within the subject matter jurisdiction of the City if a majority of Council Members would be able to hear those comments. In addition, no Council Member attending this meeting should discuss (at the same time or serially or through an intermediary) with a majority of the Council Members, outside of the duly noticed Council meeting, what occurred at this meeting or his/her thoughts regarding the meeting.

**Only the two Council Members appointed to this Committee may attend this meeting. In addition, no Ad Hoc Committee Member should discuss (at the same time or serially or through an intermediary) with any Council Member outside of the duly noticed Council meeting, other than her/his Ad Hoc Committee co-member, what occurred at this meeting or his/her thoughts regarding this meeting.



Minutes

Regular Meeting of the Lompoc City Council

Tuesday, June 5, 2018

City Hall, 100 Civic Center Plaza, Council Chamber

CLOSED SESSION

OPEN SESSION – 4:30 P.M. – Council Chamber

Council Members Present: Victor Vega, Dirk Starbuck, James Mosby, Jenelle Osborne, and Mayor Bob Lingl.

Staff Present: Interim City Manager Teresa Gallavan, City Clerk Stacey Haddon, and City Attorney Joseph Pannone.

ORAL COMMUNICATIONS: None

CLOSED SESSION – City Council Conference Room

BUSINESS ITEM:

1. **PUBLIC EMPLOYEE APPOINTMENT:** City Manager
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One matter regarding a letter received from an attorney for a dance studio alleging the City violated Proposition 64 by excluding dance studios from the buffer zones around youth centers where cannabis uses cannot be located.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9.: One Matter

OPEN SESSION - 6:30 P.M. – Council Chamber

Council Members Present: Victor Vega, Dirk Starbuck, James Mosby, Jenelle Osborne, and Mayor Bob Lingl.

Staff Present: Interim City Manager Teresa Gallavan, City Clerk Stacey Haddon, City Attorney Joseph Pannone, Library Director Sarah Bleyl, Accounting and Revenue Manager Dean Albro, Interim Economic and Community Development Director Christie Alarcon, Planning Manager Brian Halvorson, Deputy City Manager Laura Dubbels, Management Services Director Brad Wilkie, Police Chief Pat Walsh, and Fire Chief Gerald Kuras.

Others Present: Augustin Arias, Steve Byork, Dr. Melissa Thomasson, Terry Hammons, Stan Chang, Janice Moeller, Teresa Wuitschick, Angela Mill, Kyle Tankard, Pam Ricci, Linda Costa, Brian Halterman, Judy Langely, Wen Garcia, Gary Bauer, and Brian (unknown last name).

REPORT ON ACTION TAKEN DURING CLOSED SESSION:

City Attorney Joseph Pannone stated Staff was directed to pursue the collection of past due fees in regards to Business Item No. 3 of the Closed Session.

Reverend Michael Cook gave the invocation and Mayor Bob Lingl led the **Pledge of Allegiance**.

PRESENTATIONS PRESENTED ELSEWHERE:

Mayor Lingl presented a proclamation in honor of **Public Works Week** to City of Lompoc Public Works Division on May 22, 2018, at the Dick DeWees Community and Senior Center, Lompoc, CA.

PRESENTATIONS PRESENTED ELSEWHERE: (cont'd)

On May 23, 2018, Mayor Pro-Tempore Jenelle Osborne presented a Proclamation to Alma Cena Sana Community Food Center honoring its First Anniversary, at El Camino Elementary School, Lompoc, CA.

On May 25, 2018 at the Lompoc Veteran’s Memorial Building, Mayor Lingl presented a Proclamation honoring the American GI Forum of the Lompoc Valley.

PRESENTATIONS:

McKenna, Addison, and Morgan, three young Lompoc Citizens gave a donation check of \$100.67 to Catholic Charities from funds earned at a bake sale organized and conducted by these three young citizens. Mayor Lingl presented a Certificate of Appreciation to all three youths.

CITY MANAGER REPORT: (Information only)

Council Member Mosby asked if there was any update on the Bailey Avenue Corridor Annexation process. Interim City Manager Teresa Gallavan stated the City has a meeting scheduled with the County of Santa Barbara regarding this matter for the end of June 2018.

- **List of City expenditures**
 - **April 23 – 27, 2018 - \$901,609.73**
 - **April 30, 2018 – May 4, 2018 - \$497,379.28**
 - **May 7 – 11, 2018 - \$427,860.39**
 - **May 4, 2018 Payroll - \$1,131,278.27**
 - **May 18, 2018 Payroll - \$1,345,747.96**

PUBLIC COMMENT ON CONSENT CALENDAR ITEMS (Maximum of 3 Minutes):

1. Augustin Arias, President of the Lompoc Police Officers Association expressed concern about budget cuts that he believes will detrimentally affect the Lompoc Police Department.

CONSENT CALENDAR:

Council Member Mosby complained about the delay of minutes being presented to Council for review and approval, and requested the draft Minutes for the December 19, 2017 Meeting, presented as Consent Calendar Item No. 1 are incorrect and requested Staff review the video and return at a later date with revised minutes. The request was seconded by Council Member Vega and carried by Council Member Starbuck.

Pulled by Council Member Mosby

1. **Approval of Minutes** of the Lompoc City Council Regular Meeting of December 19, 2017

Council Member Vega asked Staff to confirm Consent Calendar Item No. 5 was previously funded and approved in the City’s budget. Management Services Director Brad Wilkie answered yes.

ACTION: Motion/Second: Vega/Starbuck. By a 5-0 vote, Council:

2. **Approval of the Annual Operations and Maintenance Plan for Fiscal Year 2018-2019; Adoption of Resolution No. 6172(18).**

Adopted Resolution No. 6172(18), approving the Annual Operations and Maintenance Plan for Fiscal Year 2018-2019, and authorizing Staff to submit the Notices of Exemption to the Santa Barbara County Clerk of the Board.

3. **Award of a Contract to Purchase Liquid Caustic Soda in the Amount of \$519,295.00**

Awarded a contract to purchase annual requirements of caustic soda to Brenntag Pacific, Inc., of Santa Fe Springs, CA, for the use at the Water Treatment Plant; and authorized the Purchasing and Materials Manager to issue a purchase order for the contract.

CONSENT CALENDAR: (cont'd)

4. **Unclaimed Property: Stale-Dated Checks; Adoption of Resolution No. 6183(18).**

Adopted Resolution No. 6183(18), transferring property (stale-dated checks) to the General Fund.

5. **Award of Project No. CS18-W-1 – Prepare Engineering Plans, Specifications, and Construction Management and Inspection Services Associated with the City of Lompoc Main Replacement Projects.**

Awarded the Consultant Services Agreement for the development of plans and specifications, pre-bid services, construction management, and inspection services, for replacement of water mains in six locations to be determined, to Filippin Engineering, Inc., in the amount of \$200,192.00; and authorized the City Manager to execute the agreement; and authorized the Water Superintendent to approve contract change orders in an aggregate amount not to exceed \$40,000.00.

6. **Adoption of Resolution No. 6186(18), to Replace Resolution No. 5793(12), Authorizing Submittal of Hazard Mitigation Grant Program Documents for the Santa Ynez River Bank Stabilization Project (City Project No. FY-08-S-2).**

Adopted Resolution No. 6186(18), to replace Resolution No. 5793(12), authorizing submittal of Hazard Mitigation Grant Program documents by the City Manager, the Public Works Director, and the City Engineer, for the Santa Ynez River Bank Stabilization Project.

STAFF PRESENTATIONS/ANNOUNCEMENTS/REQUESTS:

Library Director Sarah Bleyl gave a brief presentation on the upcoming 2018 Summer Events being held at the Lompoc Public Library.

ORAL COMMUNICATIONS (3 Minutes Maximum):

Police Chief Pat Walsh and Pastor Bernie Federmann announced they will each match the bake sale donation to Catholic Charities.

1. Steve Byork, Dr. Melissa Thomasson, Terry Hammons, Stan Chang, Janice Moeller, Teresa Wuitschick, and Angela Mill spoke in favor of dance studios to be defined as youth centers and requested Council reconsider its previous decision to not allow dance studios be defined as youth centers in regards to commercial cannabis use.

Mayor Lingl motioned to direct Staff to bring forward a discussion and possible action item at a future Council Meeting, regarding the definition of youth centers, in relation to commercial cannabis use. The motion was seconded by Council Member Osborne, and died for a lack of a third by Council.

APPOINTMENTS:

7. **Council Appointment to the Library Commission.**

ACTION: Motion/Second: Osborne/Vega. By a 5-0 vote, Council appointed Maricela Barraza to the Library Commission for a term ending January 2019.

PUBLIC HEARING:

8. **Adoption of Resolution No. 6182(18), Setting the Fiscal Year 2018-19 Gann Appropriation Limitation.**

Accounting and Revenue Manager Dean Albro presented the Staff report and recommendations.

Public Comment: None

ACTION: Motion/Second: Osborne/Vega. By a 5-0 vote, Council adopted Resolution No. 6182(18), setting the Fiscal Year 2018-19 appropriation limit at \$44,442,704.

9. **Public Hearing to Consider the Ordering of Services and Improvements, the Continuation of the Assessments for Fiscal Year 2018-2019 for the Park Maintenance and City Pool Assessment District No. 2002-01; Adoption of Resolution No. 6184(18), Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Continuation of Assessments for Fiscal Year 2018-2019.**

Accounting and Revenue Manager Dean Albro presented the Staff report and introduced Kyle Tankard from SCI Consultants.

Public Comment: None

ACTION: Motion/Second: Mosby/Osborne By a 5-0 vote, Council held a public hearing for the proposed continuation of the assessments for the Park Maintenance and City Pool Assessment District No. 2002-01 (the District), in order to receive any public input on the proposed continuation of the assessments, approve the proposed assessment budget for Fiscal Year (FY) 2018-2019 and the services and improvements funded by the assessments fund, and any other issues related to the assessments; considered the ordering of improvements and maintenance services, and the continuation of the assessments for FY 2018-2019; adopt Resolution No. 6184(18), approving the Engineer's Report, and confirming the diagram and assessments for FY 2018-2019 for the District.

10. **Approval of 2018-2019 Draft Annual Action Plan and Fiscal Year 2018-2019 Budgets for the Community Development Block Grant, and Human Services Programs; Adoption of Resolution No. 6185(18)**

Interim Economic and Community Development Director Christie Alarcon presented the Staff report and recommendations.

Public Comment: None

ACTION: Motion/Second: Mayor Lingl/Osborne By a 5-0 vote, Council held a public hearing; approved the selection of Capital Improvement Projects under the Community Development Block Grant (CDBG) Program for Fiscal Year (FY) 2018-19; adopted Resolution No. 6185(18), approving FY 2018-19 Budgets for the CDBG and Human Services program funds for inclusion in the draft City of Lompoc (City) Annual Action Plan (Action Plan) for FY 2018-19; authorized the Interim City Manager or his/her designee to sign any agreements or certifications that authorize the City to receive the funds; and authorized submission of the approved FY 2018-19 Action Plan to the U.S. Department of Housing and Urban Development at the conclusion of the 30-day public comment period (June 14, 2018).

PUBLIC HEARING: (cont'd)

11. **Consideration of, and Direction Regarding, Planning Commission Recommendations to Approve a General Plan Amendment, and Zone Change; Adoption of Resolution No. 6165(18) and Introduction of Ordinance 1647(18) for the Community Health Centers Project and the Financial Terms for Payment In-Lieu of Taxes Agreement.**

Planning Manager Brian Halvorson presented the Staff report and recommendations.

Council discussed the information presented.

Public Comment:

1. Pam Ricci of RM Design Group, asked Council to approve the proposed Alternative 2 for Payment In-Lieu of Taxes Agreement, and stated she believes the additional jobs at this new facility will help off-set any property tax that could be lost as a result of this property becoming part of a non-profit.

Mayor Lingl asked what is the total estimate of new positions will be added as a result of this facility being built. Linda Costa of Community Health Centers (CHC), explained CHC will be bringing another 27 positions with the addition of this facility.

Ariston Julian of CHC spoke about CHC's commitment to making this a successful project and stated the project is estimated to cost \$14 million dollars to complete and will provide future long term jobs for this location.

Council continued to discuss this matter.

ACTION: Motion/Second: Mosby/Vega By a 4-1 vote (Council Member Osborne voted No), Council received and considered the Planning Commission recommendations; held a public hearing; adopted Resolution No. 6165(18) approving a General Plan Amendment of 5.18 acres located at 1220 and 1300 West Ocean Avenue (Assessor Parcel Numbers: 091-110-034 and 091-110-035) from *Medium Density Residential* to *General Commercial*; and introduced by first reading, by title only with further reading waived, Ordinance No. 1647(18), approving a Zone Change of 5.18 acres located at 1220 and 1300 West Ocean Avenue (Assessor Parcel Numbers: 091-110-034 and 091-110-035) from *Medium Density Residential Planned Development* to *Planned Commercial Development*; and directed Staff to negotiate a new Payment In-Lieu of Taxes Agreement and return at a future meeting for Council discussion and possible action on the new Agreement.

BREAK: At 8:33P.M. Mayor Lingl announced a break. At 8:41 P.M., the meeting reconvened with all Council Members present.

NEW BUSINESS:

12. **Introduction of Ordinance No. 1649(18) Prohibiting Residential Use of City Streets and Alleys, City-Owned Parking Areas and Certain Private Property; Introduction of Resolution 6179(18) Establishing a Safe Parking Program.**

Deputy City Manager Laura Dubbels presented the Staff report and recommendations.

Council discussed the matter at great length.

Pastor Brian Halterman explained the proposed Safe Parking Program will not be a homeless encampment, but instead is intended to be a place for overnight parking and how human services can be introduced to homeless individuals.

Council Member Vega expressed concern this would invite more homeless to the City.

Council Member Osborne stated this would give the City the power to enforce a no overnight parking on City-owned property ordinance and begin addressing the homeless issue inside the City limits.

NEW BUSINESS: (cont'd)

Item No. 12

Council Member Mosby asked Staff to confirm if this would be a temporary approved overnight parking location. Deputy City Manager Laura Dubbels answered yes and offered to have this item returned for review in 12 months.

Public Comment:

1. Judy Langely asked if this proposed project would affect the entire City.
2. (Name unknown), suggested the City use the parking lot on Cypress Avenue and I Street and encouraged Council to move forward with a plan that will help the homeless.
3. Gwen Garcia spoke in favor of the proposed project.
4. Gary Bauer asked if an ordinance banning sleeping in vehicles on City-owned property would cause problems for people who are visiting family or friends in town and sleep in their own recreational vehicles or trailers.

ACTION: Motion/Second: Starbuck/Mosby By a 3-2 vote (Council Members Osborne and Vega voted No), Council introduced by first reading, with further reading waived, Ordinance No. 1649(18), prohibiting residential use of City streets and alleys, City-owned parking areas, and certain private property.

ACTION: Motion/Second: Osborne/Mosby By a 3-2 vote (Mayor Lingl and Council Member Vega voted No), Council adopted Resolution No. 6179(18), establishing a Safe Parking Program to provide homeless individuals and families a safe place to temporarily park their vehicles overnight in order to facilitate the transition to permanent housing; and directed Staff to provide an update of the program in 12 months.

13. **Mid-Cycle Review of the Biennial Budget Fiscal Years 2017-19; Adoption of Resolution No. 6187(18).**

Management Services Director Brad Wilkie presented a summary of the Staff report and recommendations.

Council Member Mosby asked Staff to speak about the overtime from the Fire Department. Management Services Director Brad Wilkie explained Staff is researching ways to reduce this issue and can return at a later date with another updated summary.

Public Comment: None

Mayor Lingl asked if the Fire Department has been reimbursed for its contributions to helping with fires outside the City, and asked Fire Chief Kuras and Police Chief Walsh if they would like to speak about the current vacancies in their departments. Chief Walsh stated the Police Department has 9 open positions and expressed concern about the health and wellness of all current Police Department personnel. Chief Kuras explained the Fire Department has 2 current vacancies and he has concern about being able to maintain the rescue vehicle and service and a certain number of personnel is required and stated he has made several changes to spending on operations.

ACTION: Motion/Second: Osborne/Vega By a 4-1 vote (Mayor Lingl voted No), Council approved the reallocation of budgeted compensation as of June 30, 2018, recognizing actual costs and associated vacancy savings for Fiscal Year (FY) 2017-18 as the first of two steps to reduce appropriations during the Biennial Budget FYs 2017-19 cycle; approved the adjustments to tax revenues as identified for FY 2017-18 and FY 2018-19; and adopted Resolution No. 6187(18), approving FY 2017-18 budget adjustments to recognize budgetary salary savings due to vacancies and adjustments to tax revenues for FYs 2017-18 and 2018-19.

Mayor Lingl requested Council place an item on a future agenda to discuss placing a 1% sales tax on the November 2018 General Election Ballot. The request was seconded by Council Member Osborne and died for a lack of a carry vote.

WRITTEN COMMUNICATIONS: None

ORAL COMMUNICATIONS (2 Minutes Maximum):

1. Brian Adams encouraged Council to not revisit its previous decision regarding dance studios and the definition of youth centers in regards to commercial cannabis.
2. (Name not Given), spoke about the State Law definition of youth centers and suggested Council put forward policies that would require dance studios to have all employees complete LiveScan and background checks, if dance studios are to be defined as youth centers in regards to commercial cannabis uses.

COUNCIL REQUESTS, COMMENTS, AND MEETING REPORTS:

Council Member Mosby reported he attended the Santa Barbara Air Pollution Control District and Santa Barbara County Association of Governments meetings; the City Manager's Report dated May 25, 2018, provided an announcement for replacement of the Robinson Bridge has been rescheduled to 2027, and then criticized Mayor Lingl for speaking about dance studios and stated he believes the Mayor acted inappropriately when he made a Council request to reconsider Council's previous action to remove dance studios out of the definition of youth centers in regards to commercial cannabis.

Council Member Vega stated he attended a Memorial Day Celebration at the Lompoc Cemetery.

Council Member Osborne announced the City will be conducting several informational meetings regarding the upcoming November 6, 2018 General Election; she was in attendance of the Public Works Employee Luncheon, the Memorial Day Celebration at the Lompoc Cemetery, and the Red, White, and Blue Fundraising Dinner Event at the Lompoc Veterans Memorial Building; and expressed her disagreement with Council Member Mosby's comments of the Mayor acting inappropriately when requesting a discussion regarding dance studios and commercial cannabis be brought to a future Council Meeting.

Mayor Lingl reported he attended a Northern California Power Agency meeting in Roseville, CA, on May 23 and 24, 2018.

ADJOURNMENT: At 10-45 P.M. Mayor Lingl adjourned the Lompoc City Council to a Regular Meeting on June 19, 2018 at 6:30 P.M., in City of Lompoc Council Chamber.

Respectfully, submitted to Council for review on November 16, 2018 by: /Stacey Haddon/
Stacey Haddon, City Clerk



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Sarah Bleyl, Library Director
s_bleyl@ci.lompoc.ca.us

SUBJECT: Approval of Agreement for Operation of a County-Wide Library System

Recommendation:

Staff recommends the City Council approve, and authorize the City Manager to execute, the Agreement for Operation of a County-Wide Library System (Agreement) (Attachment 1) between the County of Santa Barbara (County), and the cities of Santa Barbara, Lompoc, Santa Maria, and Goleta for the Fiscal Year (FY) 2018-19, on behalf of the City of Lompoc.

Background:

The County contracts with city libraries in Santa Barbara, Lompoc, Santa Maria, and Goleta to provide library services to County residents as it does not have standalone library service capabilities of its own. The Agreement was approved by the County Board of Supervisors on October 2, 2018.

Discussion:

On October 2, 2018, the Board of Supervisors approved the Agreement in the aggregate amount of \$3,640,040 for FY 2018-19. The City operates its library and contracts with the County-Wide Library System to manage the Vandenberg Village Branch library. The two are considered Zone 2 under the Agreement. Zone 2 is allocated \$470,095 of the \$3,640,040 aggregate amount of funding under the Agreement. Zone allocations are based on the populations in each Zone compared with the total population of the County.

County staff has worked closely with each of the four library directors to provide County resources to restore hours, programming, and increase technological and staffing efficiencies. (Detail of the breakdown can be found in Attachment 2 – Funding Table.)

The Vandenberg Village Branch is housed in County-owned facilities, and, as a result, the City and County will each have certain maintenance requirements for that facility. Attachment 3 itemizes each item and indicates responsibility for each. The City is not

precluded from using funds obtained through the Agreement to fulfill its maintenance obligations. Attachment 3 of the proposed agreement is consistent with prior year responsibilities for the Vandenberg Village Branch.

The version of the agreement being presented for approval does not include any of the editorial comments the City Attorney made to the version he reviewed. (See Attachment 4.) None of those changes recommended were substantive. However, the changes would provide some clarity to the terms used. Also included with this agenda packet is a redlined version showing those changes.

Fiscal Impact:

As stated above, the City will receive \$470,095 in funding for FY 2018-19 to be used for the Zone 2 libraries (Lompoc and Vandenberg Village) based on the population of Zone 2 compared with the population of the County as a whole and a funding rate of \$7.80 per capita. Attachment 2 indicated the per capita allocation for Zone 2 is based on a population of 60,251 of a total County population of 450,663. Under the FY 2017-18 agreement, the countywide allocation for all zone libraries was \$3,663,079 (\$3,484,393 base plus a one-time infusion of \$180,000). The FY 2017-18 funding formula amounted to \$8.20 per capita including the one-time infusion. Zone 2 had a population of 60,172 (of a total population of 446,717) resulting in a Zone 2 allocation of \$493,715 in FY 2017-18. For the FY 2018-19 agreement, the proposal returns the per capita funding to the \$7.80 level for Zone 2's 60,251 population.

As part of the Biennial Budget FYs 2017-19, \$498,276 was budgeted as County provided funding for Zone 2. The difference between the budgeted and Agreement amounts is a reduction in budgeted revenues of \$28,181. Total County-wide funding is lower in FY 2018-19 than in FY 2017-18 for two reasons. \$123,840 was allocated to mitigate hour and programming reductions in County library branches and \$76,160 was left uncommitted and will be addressed by an Ad Hoc Committee at a later date. As the uncommitted amounts are undetermined at this time, any potential recognition of additional revenues due to the allocation of the \$76,160 should be deferred to a later time.

Conclusion:

Staff recommends the City Council approve the Agreement in order to receive the County funding for library operations.

Respectfully submitted,

Sarah Bleyl, Library Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

- Attachments:
- 1) [Agreement for Operation of a Countywide Library System](#)
 - 2) [Funding Table](#)
 - 3) [Maintenance Responsibilities](#)
 - 4) [Redlined Version with City Attorney Edits](#)

AGREEMENT FOR OPERATION OF A COUNTY-WIDE LIBRARY SYSTEM

THIS IS AN AGREEMENT BY AND AMONG:

THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California hereinafter, referred to as County,

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as Santa Barbara,

CITY OF LOMPOC, a municipal corporation, hereinafter referred to as Lompoc, and

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as Santa Maria, and

CITY OF GOLETA , a municipal corporation, hereinafter referred to as Goleta (Santa Barbara, Lompoc, Santa Maria, and Goleta are individually hereinafter referred to either singularly as “City” or collectively as “Cities”).

WITNESSETH THAT:

WHEREAS, the parties hereto desire to contract for the furnishing to all inhabitants of the County of Santa Barbara, including residents of the Cities, a uniform financial level of County-wide library services; and

WHEREAS, the parties believe such services can be most efficiently provided through the use of existing facilities inside and outside the four contracting Cities without the creation of County-operated duplicate establishments; and

WHEREAS, the parties believe the fairest method of equalizing the expense of providing such library services is for the County to contribute to the Cities, to be expended by the Cities for library services, a given and equal amount of money for each person residing within their respective zones as hereinafter provided; and

WHEREAS, the parties have agreed that the sums hereinafter specified will be sufficient contribution by the County during the term of this Agreement; and

WHEREAS, each City is a member of the Black Gold Cooperative Library System, a service agency established by the authorization of the Public Library Development Act of 1963, since such membership is extended to the incorporated as well as the unincorporated areas of the County; and

WHEREAS, it is the intent of the parties to use State Public Library Fund money, if available, to supplement, but not supplant, local revenues appropriated for public libraries.

NOW, THEREFORE, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

County's Community Services Director is the designated representative of County and will administer this Agreement for and on behalf of County. Each of Cities' Chief Librarians is the designated representative for their respective City. County, as well as each City, will notify each party when there has been a change of the designated representative.

2. SERVICES TO BE RENDERED.

Each City shall assume and provide the services of a public library for the zone herein designated to it, including within the incorporated cities within such zone, as described further in Section 5, below. The Chief Librarian for each City shall plan and administer a consolidated library program in the incorporated and unincorporated areas of the respective zone.

Each City agrees all library materials in its library system shall be equally available to all of the inhabitants within the zone designated to that City, regardless of the inhabitant's residence and regardless of whether the books are drawn through a branch or through each City's main library; and the interchange of books and materials will continue among all Cities regardless of the library zone in which each City is located.

3. TERM.

This Agreement shall be for the Fiscal Year 2018-2019 which begins on July 1, 2018 and ends on June 30, 2019.

4. TERMINATION BY COUNTY OR WITHDRAWAL BY CITIES.

At any time during the term of this Agreement or any extension thereof, County may, on six-months' prior written notice to Cities, terminate this Agreement. At any time during the term of this Agreement or any extension thereof, each City may, on six-months' prior written notice to County and each other City, withdraw from and cease to be a party to this Agreement. If any City withdraws from this Agreement, then funds previously distributed to that City pursuant to Section 6(a) herein shall be repaid to County on a pro rata basis regarding the days remaining on the term of the Agreement after the withdrawal becomes effective.

5. LIBRARY ZONES.

As described below, each City shall provide library services within the Zones shown on the County Zone Map attached hereto as Exhibit C and incorporated herein by reference.

a. Santa Barbara shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 1**, including the cities of Carpinteria, Santa Barbara, Solvang and Buellton and the unincorporated areas of the communities of Los Olivos, Montecito, and Santa Ynez.

b. Lompoc shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 2**, including the city of Lompoc and the unincorporated areas of the communities of Mission Hills, Vandenberg Village and all of Vandenberg Air Force Base.

c. Santa Maria shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 3**, including the cities of Guadalupe and Santa Maria and the unincorporated areas of the communities of Cuyama, Los Alamos and Orcutt.

d. Goleta shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 4**, including the city of Goleta, the unincorporated areas of communities of the Eastern Goleta Valley, Community Service Area 3 (CSA 3), Isla Vista, Gaviota, and Hope Ranch.

e. Subject to County's contribution as set forth in Section 6.a, below, Cities may not change the level of service (*i.e.*, hours of operations or staffing) to County branches without prior consultation with County's Community Services Director or his or her designee. Any changes to the level of service must also be presented to the Library Advisory Committee for input.

6. DEPOSIT AND ALLOTMENT OF FUNDS.

Contribution for FY 2018/2019:

- a. County agrees to contribute \$3,640,040 in Fiscal Year 2018/2019, which sum provides a per capita level of support of \$3,516,200 or approximately \$7.80 for library services, to be used for operations and acquisition of books/materials for each inhabitant of County and an additional amount of \$123,840 allocated to mitigate hours and programming reductions of County Branch Libraries at risk. For the purpose of making the allotments provided for in this paragraph for the 2018/2019 Fiscal Year, the parties hereto agree the population count in each of the library zones as determined in accordance with the subpart b below is as follows:

LIBRARY SERVICE FUNDING TABLE				
POPULATION BASE PER PLF CERTIFICATION				
<i>FY 2017/18 Population Estimates for use for FY 2018/19</i>				
Zones	FY 17-18 Population Estimates	FY18-19 Library Funds - \$7.80 Base	FY18-19 Budget Hearing Additional Allocation to mitigate hour & programming reductions	Total Award by Zone
Zone 1 - Santa Barbara	142,584	\$1,112,481	\$84,964	\$1,197,445
Zone 2 - Lompoc	60,251	\$470,095	-	\$470,095
Zone 3 - Santa Maria	153,283	\$1,195,957	\$38,876	\$1,234,833
Zone 4 - Goleta	94,545	\$737,667	-	\$737,667
TOTAL:	450,663	\$3,516,200	\$123,840	\$3,640,040

b. Subject to County budgetary appropriations and availability of funds, the amount of money to be allocated and paid to each City shall be based on:

Population figures certified for January 1 of the prior fiscal year, and published in June of that year, as shown in the California State Library (Certification of Population Figures) but is one year in arrears (e.g., FY 18/19 population based upon June 1, 2017 data). In no event shall that amount exceed the sum or sums, if any, so budgeted by County as shown in Exhibit A, attached hereto and incorporated herein by reference.

c. In addition to the sums set forth above, the Goleta Branch Library, will receive funds as are actually collected within the unincorporated portion of County Service Area Number Three, CSA No. 3, (Exhibit B, which is attached hereto and incorporated herein by reference), which are expected to total approximately \$195,000 which are available for extended library facilities and services in CSA No. 3 as a result of the passage of Measure “L” by the voters. Changes in the cost of living are and shall be based upon, the percentage change in the Urban Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside Area using the calendar year immediately preceding the applicable tax year as the base. The funds provided through Measure “L” shall be used only for the purposes set forth in Measure “L.” That assessment is collected through the property tax payment process and is due April 15, within the fiscal year of this Agreement. Therefore, those funds are payable in the fourth quarter of the fiscal year. This Agreement does not create and shall not be construed as creating or giving rise to any duty, responsibility, obligation, promise or liability on the part of County to provide funds to the Goleta Branch Library or to CSA No. 3.

d. Except as otherwise provided herein, the payments to be made by County to Cities under this Agreement shall be made in two installments: the first after execution of this Agreement by all parties, and no earlier than October 1 but no later than January 1, and the second payment no earlier than February 1 but no later than April 1; provided, that payment to any City shall be conditioned on that City having complied with the appropriate reporting requirements, according to methods provided for in Section 16 hereof.

e. In the event that any of the funds herein provided for are not expended by the Cities within the year for which said funds are budgeted, the same shall be retained by the Cities for distribution in the ensuing year for library services.

f. No funds paid by County to any City as provided herein shall be used for purposes other than the performances by that City of the administration, maintenance and operation of a consolidated library service with the applicable zone. Funds provided hereunder which are used for other purposes shall be reimbursed to County.

7. COUNTY BUILDINGS

Ownership of branch library buildings and the land on which such buildings are situated or are to be situated, if situated on County land or purchased with County funds, shall be vested in County; this agreement shall not confer any exclusive rights on any City or library zone to any such County-owned branch library building in any zone. County may designate any such County building for use by a particular City or Cities to serve a particular zone or zones, or a portion thereof. In making designations of County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public comments and other relevant information.

Each City to which a branch building is designated shall maintain, repair and operate such branch library building to the extent funding is available and in accordance with Section 9 below. Upon a change or termination of such building designations, City shall vacate said building and return that building to County in the same condition as the City received it, usual wear and tear excepted.

8. FURNISHINGS, EQUIPMENT AND SUPPLIES.

The parties agree all furnishings and equipment contained in and designated for use solely in the library, including but not limited to books, shelves, desks, tables, chairs, study carrels, telecommunication and computer equipment and systems, office machines, appliances, fixtures and HVAC systems, are deemed the property of County only in the branch libraries where County is responsible for the property insurance for the building and contents as set forth in Section 14. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. In all other locations, the furnishings and equipment of each branch library shall be deemed to be the property of each City responsible for administering the zone where the branch library is located.

Each City shall solely be responsible for the cost of purchasing all office and restroom supplies needed for the operation of the libraries located within that City's respective zone. For supplies that exceed the funds available to a responsible City, that City shall send written notice to County's Community Services Director. Each City is allowed to use the funds herein made available for the stated purpose of purchasing those supplies for its branch locations.

9. FACILITY MAINTENANCE AND REPAIR.

Each City shall perform maintenance, repair and replacement work at the various branch libraries located within the City's respective zone in accordance with the Maintenance and Repair Responsibilities schedule attached hereto as Exhibit D and incorporated herein by reference. All maintenance and repair work shall be done in a competent and workmanlike manner. For maintenance or repairs to a County-owned branch that are a City's responsibility and that exceed the funds available to a responsible City, that City shall send written notice to County's Community Services Director. For maintenance and repairs that are the responsibility of County hereunder, each City shall send a written request for service of those facilities to County at the address noted below:

County of Santa Barbara, General Services Department

Attn: General Services Facilities Manager, Scott Hosking

1105 Santa Barbara Street, 2nd Floor

Santa Barbara, CA, 93101

Email: shosking@co.santa-barbara.ca.us

Phone: 805.568.2533

Cities are allowed to use the funds herein made available for the stated purpose of facility maintenance and repair for its branch locations.

10. JANITORIAL SERVICES.

Each City shall be responsible for directly managing and paying costs for janitorial services at each branch location under each respective zone. Each City is allowed to use the funds herein made available for the stated purpose of janitorial services.

11. UTILITIES.

Each City shall be responsible for paying the utilities and connection costs associated with the branch locations under its respective zone. The utility service costs shall include charges for electricity, water, natural gas, telephone, cable, internet and sewer services. Each City is allowed to use the funds herein made available for the stated purpose of paying utilities at its branch locations.

Since County is assuming responsibility for paying utilities (electricity, natural gas, refuse and water) at the Solvang branch (located within Zone 1) and the Cuyama branch (located within Zone 3), County will withhold \$5,000 from its allocations to both Santa Barbara (Zone 1) and Santa Maria (Zone 3) to cover the costs of utilities. In June, County will deduct the actual cost of the utilities from the \$5,000 withholding and then transfer any remaining balance to Santa Barbara (Zone 1) and Santa Maria (Zone 3), as applicable. Any additional utility costs that are incurred at Solvang or Cuyama branch locations that are not directly charged to County will be paid by each City responsible for administering that zone (*i.e.*, Santa Barbara for Solvang and Santa Maria for Cuyama).

12. ADMINISTRATION CHARGES

Each City may recover from the funds herein an administrative charge that is reasonable and sufficient to reimburse the City for the costs and expenses necessary to provide library services provided pursuant to this Agreement. The administration charges may include the following items:

- I. Administrative oversight including meetings with municipal leaders, Friends of the Library, and management from zone branch libraries; City Council meetings and presentations; County Library Advisory representation and reporting; development and management of annual budgets.

- II. Human Resources Management, including time sheets; payroll; staff evaluations processing; promotions; new hire and termination processing; scheduling; training; internal communications.
- III. Risk Management, including on the job injury and workers' compensation forms and reporting processing; building insurance reporting.
- IV. Accounting, including reconciliation of cash receipts; materials (books, magazines, audio books, DVDs) purchases, receipt and verification; invoice payment; digital vendor service initiation, purchase and monitoring; gift funds accounting.
- V. Reporting including creation of reports to Federal, State and/or local authorities; quarterly and annual report generation for Santa Barbara County.
- VI. Adult literacy including tutor training; supervision of tutors and learners.
- VII. Research and material access including advanced research by librarians.

13. LIBRARY ADVISORY COMMITTEE.

County's Board of Supervisors has by appointment created a Library Advisory Committee. The term of office of each member of the Library Advisory Committee shall run concurrently with the term of this Agreement, or until discharged at the pleasure of the Board of Supervisors.

Each City shall nominate one member for appointment by the Board of Supervisors. In addition, the cities of Carpinteria, Buellton, Guadalupe, and Solvang, in recognition of their significant contributions to free library service within County, may each nominate one member for appointment by the Board of Supervisors, and the County Supervisor of each supervisorial district shall nominate one member. In recognition of County Service Area 3's significant contributions to free library service, County's Board of Supervisors shall appoint one member from the residents of County Service Area 3. The Supervisors shall further appoint one member of its Board, or a designee, to chair the Library Advisory Committee.

The Library Advisory Committee shall meet at least quarterly to review services and operations, and to make advisory recommendations to the Board of Supervisors as follows:

- a. Ensure adequate library services to all the inhabitants of County;
- b. Review the operation of the library system and this Agreement;
- c. Submit advisory recommendations to ensure adequate service to branch libraries;
- d. Assure adequate exchange of information among libraries;

- Determine the level of service necessary to ensure adequate library services for all the residents of County;
- Consider site locations and building programs;
- Receive notices of reductions to the level of library services; and
- Receive citizen input regarding library-related issues and make recommendations thereon.

14. INDEMNIFICATION.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

15. INSURANCE.

Each City to which a building is designated shall obtain and maintain in effect during the period of such designation general and automobile liability insurance covering the use of such building by that City to which it is designated, and by its officers, agents, employees or volunteers acting on City's behalf or at City's direction, with single limit coverage of not less than \$1 million. Each City shall also maintain Workers' Compensation coverage as required by the California Labor Code and employers' liability insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of County. The general and automobile liability insurance policy shall name County, its officers, agents and employees as

additional insured, and shall not be canceled without giving at least thirty-days' prior written notice to County. County shall be furnished with a certificate of insurance by City to which a branch library building has been designated prior to performance by County. A copy of the endorsement evidencing County has been added as a named additional insured on the policy must be attached to the certificate of insurance. The policy or policies shall include severability of interest or cross liability clause or equivalent wording. The policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only".

As an alternative to the liability insurance requirements contained above, a City can provide evidence in writing to County showing that it has an approved self-insurance program and will then only be required to submit a certificate of insurance for the difference, if any, between its self-insurance limit and \$1 Million combined single limit coverage.

The property insurance for each building shall be borne by the party that owns the building. For branch locations housed within a County-owned building, County shall be responsible for property insurance for both the building and its contents. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. For each branch library located within a leased building, City that is the lessee of the building space shall be responsible for property insurance for both the building and its contents. For the purpose of this Agreement, "content" includes furnishings, equipment and supplies as identified in Section 8, as well as audiovisual and electronic materials such as books, subscriptions, government documents and microfilm used by library patrons. Each City is allowed to use the funds herein made available for the stated purpose of property insurance for contents in its respective branch facilities.

16. BUDGET AND REVENUE/EXPENDITURE PLAN.

On or before March 1 of each year each City shall submit to County a 3-year Revenue/Expenditure plan and proposed upcoming fiscal year budget for each branch. Such plan shall include operations and capital budgets as well as all reserves and all gifts designated to a given branch. The 3-Year Revenue/Expenditure plan will be reviewed and commented upon by the Library Advisory Committee as part of budget development and long-term planning processes.

17. REPORTS OF RECEIPTS AND DISBURSEMENTS.

Upon adoption of a library budget by each City, each City shall provide to County a written copy thereof showing the amount to be spent in each branch including anticipated disbursements from reserves and gifts. Amendments to branch budgets must be reviewed by the Library Advisory Committee prior to review by Board of Supervisors. Such amendments may include unanticipated or required reductions or increases in revenue via any source. County shall be provided with copies of any amendments to said budget upon request.

Annually each City shall provide County with a statement on all receipts and disbursements made pursuant to this Agreement, listing all items of receipt and expenditure throughout the year. Such statements showing the amount spent in each respective County branch located in that City's zone shall include an itemization of salaries and wages, materials, supplies, and services, capital outlay and use of reserves and gifts. In particular, such statement shall show as separate items those obligations and expenditures which are made or incurred for the purpose set forth in Section 6. The annual financial statements shall be submitted no later than sixty (60) days after the end of the fiscal year. Each City shall keep accurate accounts and records for funds expended to accomplish the purpose of this Agreement, and shall make such accounts and records available at all times for inspection and audit by authorized agents of the County of Santa Barbara. All such accounts and records shall be retained for at least a period of five (5) years after the fiscal year to which such records relate. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during City's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), each City shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). City shall be subject to, participate in, and cooperate with any audits, examinations or reviews, whether by COUNTY, the State, or the Federal Government.

If federal, state or COUNTY audit, examination or review exceptions, findings, adjustments or disallowances are made relating to this Agreement, each City shall reimburse their share respectively of all such exceptions, adjustments and disallowances.

18. GIFTS.

Each City shall have or adopt a gift policy, to inventory, characterize, track and report on gifts made directly to a City's individual branch library. Each City shall provide a copy of its gift policy to the County. Each City shall notify County of any changes made in the gift policy. In the event any person gives or bequeaths any gift directly to any library herein referred to, such gift shall be treated according to the gift policy of City or County, as applicable. Any gift accepted for a library in the unincorporated areas of County shall become the property of County, and may be designated for use by the branch library serving said zone. Each gift given directly to a library will, to the extent desired by the presenter, contain specific reference regarding preferred use (i.e., general operations, equipment, books etc.).

19. EMERGENCY.

In the event of an emergency (a) which results in a loss of library materials, and/or (b) which affects the ability of any branch library to maintain the current level of library service, any party hereto may request the assistance of any other party in obtaining replacement library materials necessary for the functioning of the affected branch; provided, that all expenditures for replacement materials are approved in advance and in writing by the requesting party, the assisting party shall be entitled to full reimbursement from the requesting party for all expenditures made in accordance with applicable laws governing the assisting party.

20. ASSIGNMENT.

No City shall assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of County. Any attempt to assign without consent shall be void.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon request of any party this Agreement shall forthwith be physically amended to make such insertion or correction.

22. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

County of Santa Barbara
George Chapjian, Community Services Director
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
~
Mary Housel, City Librarian
Santa Maria Public Library
421 S. McClelland Street
Santa Maria, CA 93454
~
Sarah Bleyl, Library Director
Lompoc Public Library
501 E. North Avenue
Lompoc, CA 93436

Allison Gray, Library Director
Goleta Valley Library
500 North Fairview
Goleta, CA 93117
~

Jessica Cadiente, Library Director
Santa Barbara Public Library
P.O. Box 1019
Santa Barbara, CA 93102

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

23. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

24. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this agreement contains the entire understanding and agreement of the parties regarding the subject matter hereof and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means. Each party waives their future right to claim, contest or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. COMPLIANCE WITH LAW.

Each party hereto shall, at its sole cost and expense, comply with all County, State, and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of any such party in any action or proceeding against said party that said party has violated any such ordinance or statute, shall be conclusive of that fact as between said party and County, whether or not County is a party in such litigation.

29. CALIFORNIA LAW.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY.

All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such signatories and that all formal requirements necessary or required by any local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which that party is obligated, which breach would have a material effect hereon.

32. FACSIMILE SIGNATURES.

In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours after transmission of the facsimile, except funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

ATTACHMENTS:

- Exhibit A – FY18-19 Funding Table
- Exhibit B – CSA 3 Map
- Exhibit C – Revised County Zone Map
- Exhibit D – Maintenance and Repair Responsibilities

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by County.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA
By: _____

By: _____
Deputy Clerk

Chair, Board of Supervisors
Date: _____

RECOMMENDED FOR APPROVAL:
Community Services Department

APPROVED AS TO ACCOUNTING FORM
Theodore A. Fallati, CPA, CFO
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

By: _____
Deputy County Counsel

By: _____
Risk Management

[Fund 0001, Dept. 057, LI Acct 7650, Prog. 2000]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF SANTA MARIA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF SANTA BARBARA

ATTEST:

By: _____
City Administrator

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF LOMPOC

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF GOLETA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

LIBRARY SERVICE FUNDING TABLE

Zones	FY17/18 Population Estimates	FY18/19 Library Funds - \$7.80 Base	FY18/19 Budget Hearing Additional Allocation	Total Allocated by Zone	Ad Hoc Committee/ Unallocated
Zone 1 - Santa Barbara	142,584	\$1,112,481	\$84,964	\$1,197,445	
Zone 2 - Lompoc	60,251	\$470,095	-	\$470,095	
Zone 3 - Santa Maria	153,283	\$1,195,957	\$38,876	\$1,234,833	
Zone 4- Goleta	94,545	\$737,667	-	\$737,667	
Ad Hoc Committee/Unallocated					\$76,160
	450,663	\$3,516,200	\$123,840	\$3,640,040	\$76,160

Maintenance and Repair Responsibilities for Library Facilities		
Category	Tenant	Owner
<u><i>Building Exterior</i></u>		X
Repair Walls		X
Painted Surfaces		X
Door and Window Trim		X
Doors and hardware		X
Locks		X
Roof		X
Rain Gutters		X
Flashing		X
Down Spouts		X
Pest Control (tenting only)		X
<u><i>Lighting</i></u>		
Bulbs	X	
Fixtures		X
Transformers		X
Fluorescent bulbs	X	
Ballast		X
<i>Handrails</i>		X
<i>Signs (County designation)</i>		x
<i>Timers</i>	X	
<i>Sewer Pipes</i>		X
<i>Decking</i>	MAINTAIN	REPLACE
<i>Exterior Patios</i>		X
<i>Water Softner, Filter and Conditioners</i>		x
<i>Stairs</i>		X
<i>Roof Drains</i>		X
<i>Gates</i>		X
<i>Gas/Water Pipe Heaters</i>		X
<i>Electrical Lines</i>		X
<i>Phone/Computer lines</i>	X	
<u><i>Building Interior</i></u>		
Structural Walls		X
Painted Surfaces		x
Door Hardware		x
Locks		x
General Cleaning	X	
Floor, Sweeping and Cleaning	X	
Carpet, Vacuum and Cleaning	X	
Window Coverings	X	
<u><i>Lighting</i></u>		
Bulbs	X	
Fixtures		X
Transformers		X
Fluorescent bulbs	X	
ballast		X
<i>Handrails (ADA)</i>		X
<i>Signs</i>	X	

Category	Tenant	Owner
Timers	X	
Drinking Fountains		X
Ceiling	X	
Showers	X	
Toilet/Urinals	MAINTAIN	REPLACE
Sink and Faucets	MAINTAIN	REPLACE
Gas Pipe Lines		X
Water Pipe Lines		X
Sewer Pipe Lines		X
Phone Lines and Jacks	X	
Computer Lines and Jacks	X	
TV Cables and Jacks	X	
Phones	X	
Towel Racks	X	
Garbage Disposal	X	
Refrigerator/Microwave	X	
Stove	X	
Counter Tops	MAINTAIN	REPLACE
Cabinets	MAINTAIN	REPLACE
Dish Washer	X	
Trash Compactor	X	
<u>Grounds</u>		
Drinking Fountains		X
Mail Boxes	X	
Fences		X
Trash bins	X	
Trash Enclosures	MAINTAIN	REPLACE
Bike Racks	X	
Signs		x
Litter Pick-up	X	
Lighting		
Parking Lot		x
Driveway		x
Walkway		x
Timers-external		x
Timers-internal	X	
Signs		x
Cleaning, sidewalks, walkways, parking lots	X	
<u>Landscaping</u> <i>Cuyama has no landscaping due to no funds</i>		
Trees		x
Shrubs		x
Flowers		x
Lawn		x
Watering		x
Sprinkler, Repair and Replace		x
Headers		x
Rodent/Pest Control (limit to \$5,000/yr)		x
Seeding		x
Fertilizer		x
Plant Trimming		x

Category	Tenant	Owner
Plant Removal		x
Plant Replacement		x
Tree Care and Trimming		x
<u>Mechanical Systems</u>		
Electrical Panels, break and interiors		X
Electrical fuses, interior	MAINTAIN	REPLACE
Electrical receptacle, switches, interior		X
Electrical central switches		X
Elevator		X
Heating	MAINTAIN	REPLACE
Air Conditioning	MAINTAIN	REPLACE
Water Heater	MAINTAIN	REPLACE
<u>Roadways/Parking Lots Repair and Maintenance</u>		
Striping		X
Handicap Signage		X
Asphalt Surface, Curbing		X
Cement Surface, Curbing		X
Wheel Stops		X
Drainage		X
Signs		x
<u>Fire Equipment</u>		
Sprinklers		X
Hoses		X
Extinguishers (interior)	X	
Alarm Systems		X
Smoke Detectors	MAINTAIN	REPLACE
<u>Other Items</u>		
Paper supplies, dispensers, waste containers, soap in restrooms and kitchens	X	
Interior Janitorial Products and supplies	X	
Interior floor waxing and sweeping	X	
Window Washing (interior/exterior)	X	
Exterior sweeping entry, sidewalk, walkways	X	
Janitorial services for public areas or common use areas	X	
Broken Window glass or door glass		x
Refuse, rubbish and garbage disposal	X	
Cleaning storage room, utility room	X	
Exterminating		x
carpet/linoleum/title replacement		x
Library drop box	X	
Building Foundation		X
Flooring (wood/concrete)		X
Utility mains and appurtenances		X

AGREEMENT FOR OPERATION OF A COUNTY-WIDE LIBRARY SYSTEM

THIS IS AN AGREEMENT BY AND AMONG:

THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California hereinafter, referred to as County,

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as Santa Barbara,

CITY OF LOMPOC, a municipal corporation, hereinafter referred to as Lompoc, and

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as Santa Maria, and

CITY OF GOLETA , a municipal corporation, hereinafter referred to as Goleta

(the cities of Santa Barbara, Lompoc, Santa Maria, and Goleta are individually hereinafter referred to either singularly as “City” or collectively as “Cities.” The Cities and County are collectively referred to as “Parties.”):-

WITNESSETH THAT:

WHEREAS, the Pparties ~~hereto~~ desire to contract for the furnishing to all inhabitants of the unincorporated areas of County ~~of Santa Barbara, as well as including residents~~ of ~~the~~ Cities, a uniform financial level of County-wide library services; and

WHEREAS, the Pparties believe such services can be most efficiently provided through the use of existing facilities inside and outside the ~~four contracting~~ Cities without the creation of County-operated duplicate establishments; and

WHEREAS, the Pparties believe the fairest method of equalizing the expense of providing such library services is for ~~the~~ County to contribute to ~~the~~ Cities, to be expended by the Cities for library services, a given and equal amount of money for each person residing within their respective zones as hereinafter provided; and

WHEREAS, the Pparties have agreed ~~that~~ the sums hereinafter specified will be sufficient contribution by the County during the term of this Agreement; and

WHEREAS, each City is a member of the Black Gold Cooperative Library System, a service agency established by the authorization of the Public Library Development Act of 1963, since such membership is extended to the incorporated as well as the unincorporated areas of the County; and

WHEREAS, it is the intent of the Pparties to use State Public Library Fund money, if available, to supplement, but not supplant, local revenues appropriated for public libraries.

NOW, THEREFORE, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

County's Community Services Director is the designated representative of County and will administer this Agreement for and on behalf of County. Each of City^{'ies'} Chief Librarians/Library Director is the designated representative for their respective City. County, as well as each City, will notify each party when there has been a change of the designated representative.

2. SERVICES TO BE RENDERED.

Each City shall assume and provide the services of a public library for the zone herein designated to it, including within the incorporated cities within such zone, as described further in Section 5, below. The Chief Librarian/Library Director for each City shall plan and administer, as approved by their City Council, a consolidated library program in the incorporated and unincorporated areas of the respective zone.

Each City agrees all library materials in its library system shall be equally available to all of the inhabitants within the zone designated to that City, regardless of the inhabitant's residence and regardless of whether the books are drawn through a branch or through each City's main library; and the interchange of books and materials will continue among all Cities regardless of the library zone in which each City is located.

3. TERM.

This Agreement shall be for the Fiscal Year 2018-2019 which beganins on July 1, 2018 and ends on June 30, 2019.

4. TERMINATION BY COUNTY OR WITHDRAWAL BY CITIES.

At any time during the term of this Agreement or any extension thereof, County may, on six-months' prior written notice to Cities, terminate this Agreement. At any time during the term of this Agreement or any extension thereof, each City may, on six-months' prior written notice to County and each other City, withdraw from and cease to be a party to this Agreement. If any City withdraws from this Agreement, then funds previously distributed to that City pursuant to Section 6(a) herein shall be repaid to County on a pro rata basis regarding the days remaining on the term of thise Agreement after the withdrawal becomes effective.

5. LIBRARY ZONES.

As described below, each City shall provide library services within the Zones shown on the County Zone Map attached hereto as Exhibit C and incorporated herein by reference.

a. Santa Barbara shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 1**, including the cities of Carpinteria, Santa Barbara, Solvang and Buellton and the unincorporated areas of the communities of Los Olivos, Montecito, and Santa Ynez.

b. Lompoc shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 2**, including the city of Lompoc and the unincorporated areas of the communities of Mission Hills, Vandenberg Village and all of Vandenberg Air Force Base.

c. Santa Maria shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 3**, including the cities of Guadalupe and Santa Maria and the unincorporated areas of the communities of Cuyama, Los Alamos and Orcutt.

d. Goleta shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 4**, including the city of Goleta, the unincorporated areas of communities of the Eastern Goleta -Valley, Community Service Area 3 (CSA 3), Isla Vista, Gaviota, and Hope Ranch.

e. Subject to County's contribution as set forth in Section 6.a, below, Cities may not change the level of service (*i.e.*, hours of operations or staffing) to County branches without prior consultation with County's Community Services Director or his or her designee. Any changes to the level of service must also be presented to the Library Advisory Committee for input.

6. DEPOSIT AND ALLOTMENT OF FUNDS.

Contribution for FY 2018/2019:

a. County agrees to contribute \$3,640,040 in Fiscal Year 2018/2019, which sum provides a per capita level of support of \$3,516,200 or approximately \$7.80 for library services, to be used for operations and acquisition of books/materials for each inhabitant of County and an additional amount of \$123,840 allocated to mitigate hours and programming reductions of County Branch Libraries at risk. For the purpose of making the allotments provided for in this paragraph for the

2018/2019 Fiscal Year, the parties hereto agree the population count in each of the library zones as determined in accordance with the subpart b below is as follows:

LIBRARY SERVICE FUNDING TABLE				
POPULATION BASE PER PLF CERTIFICATION				
<i>FY 2017/18 Population Estimates for use for FY 2018/19</i>				
Zones	FY 17-18 Population Estimates	FY18-19 Library Funds - \$7.80 Base	FY18-19 Budget Hearing Additional Allocation to mitigate hour & programming reductions	Total Award by Zone
Zone 1 - Santa Barbara	142,584	\$1,112,481	\$84,964	\$1,197,445
Zone 2 - Lompoc	60,251	\$470,095	-	\$470,095
Zone 3 - Santa Maria	153,283	\$1,195,957	\$38,876	\$1,234,833
Zone 4 - Goleta	94,545	\$737,667	-	\$737,667
TOTAL:	450,663	\$3,516,200	\$123,840	\$3,640,040

b. Subject to County budgetary appropriations and availability of funds, the amount of money to be allocated and paid to each City shall be based on:

Population figures certified for January 1 of the prior fiscal year, and published in June of that year, as shown in the California State Library (Certification of Population Figures) but is one year in arrears (e.g., FY 18/19 population based upon June 1, 2017 data). In no event shall that amount exceed the sum or sums, if any, so budgeted by County as shown in Exhibit A, attached hereto and incorporated herein by reference.

c. In addition to the sums set forth above, the Goleta Branch Library, will receive funds as are actually collected within the unincorporated portion of County Service Area Number Three, CSA No. 3, (Exhibit B, which is attached hereto and incorporated herein by reference), which are expected to total approximately \$195,000 which are available for extended library facilities and services in CSA No. 3 as a result of the passage of Measure “L” by the voters. Changes in the cost of living are and shall be based upon, the percentage change in the Urban Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside Area using the calendar year immediately preceding the applicable tax year as the base. The funds provided through Measure “L” shall be used only for the purposes set forth in Measure “L.” That assessment is collected through the property tax payment process and is due April 15, within the fiscal year of this Agreement. Therefore, those funds are payable in the fourth quarter of the fiscal year. This Agreement does not create and shall not be construed as creating or giving rise to any duty,

responsibility, obligation, promise or liability on the part of County to provide funds to the Goleta Branch Library or to CSA No. 3.

d. Except as otherwise provided herein, the payments to be made by County to Cities under this Agreement shall be made in two installments: the first after execution of this Agreement by all parties, and no earlier than October 1 but no later than January 1, and the second payment no earlier than February 1 but no later than April 1; provided, that payment to any City shall be conditioned on that City having complied with the appropriate reporting requirements, according to methods provided for in Section 16 hereof.

e. In the event ~~that~~ any of the fundings herein provided ~~for~~ isare not expended by the Cities within the year for which ~~that~~said fundings isare budgeted, the same shall be retained by the Cities for distribution in the ensuing year for library services.

f. No fundings paid by County to any City as provided herein shall be used for purposes other than the performances by that City of the administration, maintenance and operation of a consolidated library service with the applicable zone. Fundings provided hereunder, which isare used for other purposes, shall be reimbursed to County.

7. COUNTY BUILDINGS

Ownership of branch library buildings and the land on which such buildings are situated or are to be situated, if situated on County land or purchased with County funds, shall be vested in County; this Agreement shall not confer any exclusive rights on any City or library zone to any such County-owned branch library building in any zone. County may designate any such County building for use by a particular City or Cities to serve a particular zone or zones, or a portion thereof. In making designations of County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public comments and other relevant information.

Each City to which a branch building is designated shall maintain, repair and operate such branch library building to the extent funding is available and in accordance with Section 9 below. Upon a change or termination of such building designations, City shall vacate said building and return that building to County in the same condition as the City received it, usual wear and tear excepted.

8. FURNISHINGS, EQUIPMENT AND SUPPLIES.

The Parties agree all furnishings and equipment contained in and designated for use solely in the library, including, but not limited to, books, shelves, desks, tables, chairs, study carrels, telecommunication and computer equipment and systems, office machines, appliances, fixtures and HVAC systems, are deemed the property of County only in the branch libraries where County is responsible for the property insurance for the building and contents as set forth in Section 14. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. In all other locations, the furnishings and equipment of each branch library shall be deemed to be the property of each City responsible for administering the zone where the branch library is located.

Each City shall solely be responsible for the cost of purchasing all office and restroom supplies needed for the operation of the libraries located within that City's respective zone. For supplies that exceed the moneysfunds available to a responsible City, that City shall send written notice to County's Community Services Director. Each City is allowed to use the fundings herein made available for the stated purpose of purchasing those supplies for its branch locations.

9. FACILITY MAINTENANCE AND REPAIR.

Each City shall perform maintenance, repair and replacement work at the various County-owned branch libraries located within that City's respective zone in accordance with the Maintenance and Repair Responsibilities schedule attached hereto as Exhibit D and incorporated herein by reference. All maintenance and repair work shall be done in a competent and workmanlike manner. For maintenance or repairs to a County-owned branch that are a City's responsibility and that exceed the moneysfunds available to a responsible City, that City shall send written notice to County's Community Services Director. For maintenance and repairs that are the responsibility of County hereunder, each City shall send a written request for service of those facilities to County at the address noted below:

County of Santa Barbara, General Services Department

Attn: General Services Facilities Manager, Scott Hosking

1105 Santa Barbara Street, 2nd Floor

Santa Barbara, CA, 93101

Email: shosking@co.santa-barbara.ca.us

Phone: 805.568.2533

Cities are allowed to use the fundings herein made available for the stated purpose of facility maintenance and repair for its branch locations.

10. JANITORIAL SERVICES.

Each City shall be responsible for directly managing and paying costs for janitorial services at each County-owned branch location under each respective zone to the extent determined necessary by that City. Each City is allowed to use the fundings herein made available for the stated purpose of janitorial services.

11. UTILITIES.

Each City shall be responsible for paying the utilities and connection costs associated with the County-owned branch locations under its respective zone. The utility service costs shall include charges for electricity, water, natural gas, telephone, cable, internet and sewer services. Each City is allowed to use the fundings herein made available for the stated purpose of paying utilities at its branch locations.

Since County is assuming responsibility for paying utilities (electricity, natural gas, refuse and water) at the Solvang branch (located within Zone 1) and the Cuyama branch (located within Zone 3), County will withhold \$5,000 from its allocations to both Santa Barbara (Zone 1) and Santa Maria (Zone 3) to cover the costs of utilities. In June, County will deduct the actual cost of the utilities from the \$5,000 withholding and then transfer any remaining balance to Santa Barbara (Zone 1) and Santa Maria (Zone 3), as applicable. Any additional utility costs that are incurred at Solvang or Cuyama branch locations that are not directly charged to County will be paid by each City responsible for administering that zone (*i.e.*, Santa Barbara for Solvang and Santa Maria for Cuyama).

12. ADMINISTRATION CHARGES

Each City may recover from the fundings herein an administrative charge that is reasonable and sufficient to reimburse the City for the costs and expenses necessary to provide library services provided pursuant to this Agreement. The administration charges may include the following items:

- I. Administrative oversight including meetings with municipal leaders, Friends of the Library, and management from zone branch libraries; City Council meetings

- and presentations; County Library Advisory representation and reporting; development and management of annual budgets.
- II. Human Resources Management, including time sheets; payroll; staff evaluations processing; promotions; new hire and termination processing; scheduling; training; internal communications.
 - III. Risk Management, including on the job injury and workers' compensation forms and reporting processing; building insurance reporting.
 - IV. Accounting, including reconciliation of cash receipts; materials (books, magazines, audio books, DVDs) purchases, receipt and verification; invoice payment; digital vendor service initiation, purchase and monitoring; gift funds accounting.
 - V. Reporting including creation of reports to Federal, State and/or local authorities; quarterly and annual report generation for Santa Barbara County.
 - VI. Adult literacy including tutor training; supervision of tutors and learners.
 - VII. Research and material access including advanced research by librarians.

13. LIBRARY ADVISORY COMMITTEE.

County's Board of Supervisors has by appointment created a Library Advisory Committee. The term of office of each member of the Library Advisory Committee shall run concurrently with the term of this Agreement, or until discharged at the pleasure of the Board of Supervisors.

Each City shall nominate one member for appointment by the Board of Supervisors. In addition, the cities of Carpinteria, Buellton, Guadalupe, and Solvang, in recognition of their significant contributions to free library service within County, may each nominate one member for appointment by the Board of Supervisors, and the County Supervisor of each supervisorial district shall nominate one member. In recognition of County Service Area 3's significant contributions to free library service, County's Board of Supervisors shall appoint one member from the residents of County Service Area 3. The Supervisors shall further appoint one member of its Board, or a designee, to chair the Library Advisory Committee.

The Library Advisory Committee shall meet at least quarterly to review services and operations, and to make advisory recommendations to the Board of Supervisors as follows:

- a. Ensure adequate library services to all the inhabitants of County;
- b. Review the operation of the library system and this Agreement;

- c. Submit advisory recommendations to ensure adequate service to branch libraries;
- d. Assure adequate exchange of information among libraries;
 - Determine the level of service necessary to ensure adequate library services for all the residents of County;
 - Consider site locations and building programs;
 - Receive notices of reductions to the level of library services; and
 - Receive citizen input regarding library-related issues and make recommendations thereon.

14. INDEMNIFICATION.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Pparties, pursuant to California Government Code Section 895.6, the Pparties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all Pparties agree, ~~that~~ pursuant to California Government Code Section 895.4, each of the Pparties hereto shall fully indemnify and hold each of the other Pparties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Pparty, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Pparty, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Pparties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Pparties under this Agreement.

15. INSURANCE.

Each City to which a building is designated shall obtain and maintain in effect during the period of such designation general and automobile liability insurance covering the use of such building by that City to which it is designated, and by its officers, agents, employees or volunteers acting on City's behalf or at City's direction, with single-~~limit~~ coverage of not less than \$1 Mmillion. Each City shall also maintain Workers' Compensation coverage as required by the California Labor Code and employers' liability insurance. All insurance coverages are to be placed with insurers, which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance

companies in the State of California. All other insurers require the prior approval of County. The general and automobile liability insurance policy shall name County, its officers, agents and employees as additional insured, and shall not be canceled without giving at least thirty-days' prior written notice to County. County shall be furnished with a certificate of insurance by City to which a branch library building has been designated prior to performance by County. A copy of the endorsement evidencing County has been added as a named additional insured on the policy must be attached to the certificate of insurance. The policy or policies shall include severability of interest or cross liability clause or equivalent wording. The policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only".

As an alternative to the liability insurance requirements contained above, a City can provide evidence in writing to County showing that it has an approved self-insurance program and will then only be required to submit a certificate of insurance for the difference, if any, between its self-insurance limit and \$1 Million combined single limit coverage.

The property insurance for each building shall be borne by the party that owns the building. For branch locations housed within a County-owned building, County shall be responsible for property insurance for both the building and its contents. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. For each branch library located within a leased building, City that is the lessee of the building space shall be responsible for property insurance for both the building and its contents. For the purpose of this Agreement, "content" includes furnishings, equipment and supplies as identified in Section 8, as well as audiovisual and electronic materials such as books, subscriptions, government documents and microfilm used by library patrons. Each City is allowed to use the funds herein made available for the stated purpose of property insurance for contents in its respective branch facilities.

16. BUDGET AND REVENUE/EXPENDITURE PLAN.

On or before March 1 of each year each City shall submit to County a 3-year Revenue/Expenditure plan and proposed upcoming fiscal year budget for each branch. Such plan shall include operations and capital budgets as well as all reserves and all gifts designated to a given branch. The 3-Year Revenue/Expenditure plan will be reviewed and commented upon by the Library Advisory Committee as part of budget development and long-term planning processes.

17. REPORTS OF RECEIPTS AND DISBURSEMENTS.

Upon adoption of a library budget by each City, each City shall provide to County a written copy thereof showing the amount to be spent in each branch including anticipated disbursements from reserves and gifts. Amendments to branch budgets must be reviewed by the Library Advisory Committee prior to review by Board of Supervisors. Such amendments may include unanticipated or required reductions or increases in revenue via any source. County shall be provided with copies of any amendments to said budget upon request.

Annually each City shall provide County with a statement on all receipts and disbursements made pursuant to this Agreement, listing all items of receipt and expenditure throughout the year. Such statements showing the amount spent in each respective County branch located in that City's zone shall include an itemization of salaries and wages, materials, supplies, and services, capital outlay and use of reserves and gifts. In particular, such statement shall show as separate items those obligations and expenditures which are made or incurred for the purpose set forth in Section 6. The annual financial statements shall be submitted no later than sixty (60) days after the end of the fiscal year. Each City shall keep accurate accounts and records for funds expended to accomplish the purpose of this Agreement, and shall make such accounts and records available at all times for inspection and audit by authorized agents of ~~the County of Santa Barbara~~. All such accounts and records shall be retained for at least a period of five (5) years after the fiscal year to which such records relate. All accounting records shall be kept in accordance with generally accepted accounting principles. ~~County~~ shall have the right to audit and review all such documents and records at any time during City's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ~~T~~en ~~T~~housand ~~D~~ollars (\$10,000.00), each City shall be subject to the examination and audit of the California State Auditor, at the request of ~~the County~~ or as part of any audit of ~~the County~~, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). City shall be subject to, participate in, and cooperate with any audits, examinations or reviews, whether by ~~County~~, the State, or the Federal Government.

If federal, state or ~~County~~ audit, examination or review exceptions, findings, adjustments or disallowances are made relating to this Agreement, each City shall reimburse their share respectively of all such exceptions, adjustments and disallowances.

18. GIFTS.

Each City shall have or adopt a gift policy, to inventory, characterize, track and report on gifts made directly to a City's individual branch library. Each City shall provide a copy of its gift policy to the County. Each City shall notify County of any changes made in the gift policy. In the event any person gives or bequeaths any gift directly to any library herein referred to, such gift shall be treated according to the gift policy of City or County, as applicable. Any gift accepted for a library in the unincorporated areas of County shall become the property of County, and may be designated for use by the branch library serving said zone. Each gift given directly to a library will, to the extent desired by the presenter, contain specific reference regarding preferred use (i.e., general operations, equipment, books etc.).

19. EMERGENCY.

In the event of an emergency (a) which results in a loss of library materials, and/or (b) which affects the ability of any branch library to maintain the current level of library service, any party hereto may request the assistance of any other party in obtaining replacement library materials necessary for the functioning of the affected branch; provided, that all expenditures for replacement materials are approved in advance and in writing by the requesting party, the assisting party shall be entitled to full reimbursement from the requesting party for all expenditures made in accordance with applicable laws governing the assisting party.

20. ASSIGNMENT.

No City shall assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of County. Any attempt to assign without consent shall be void.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon request of any party this Agreement shall forthwith be physically amended to make such insertion or correction.

22. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective Pparties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

County of Santa Barbara
George Chapjian, Community Services Director
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
~
Mary Housel, City Librarian
Santa Maria Public Library
421 S. McClelland Street
Santa Maria, CA 93454
~
Sarah Bleyl, Library Director
Lompoc Public Library
501 E. North Avenue
Lompoc, CA 93436

Allison Gray, Library Director
Goleta Valley Library
500 North Fairview
Goleta, CA 93117
~

Jessica Cadiente, Library Director
Santa Barbara Public Library
P.O. Box 1019
Santa Barbara, CA 93102

or at such other address or to such other person that the Pparties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

23. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

24. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this agreement contains the entire understanding and agreement of the parties regarding the subject matter hereof for the pertinent fiscal year and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means. Each party waives their future right to claim, contest or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. COMPLIANCE WITH LAW.

Each party hereto shall, at its sole cost and expense, comply with all County, State, and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of any such party in any action or proceeding against said party that said party has violated any such ordinance or statute, shall be conclusive of that fact as between said party and County, whether or not County is a party in such litigation.

29. CALIFORNIA LAW.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Pparties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY.

All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such signatories and that all formal requirements necessary or required by any local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which that party is obligated, which breach would have a material effect hereon.

32. FACSIMILE SIGNATURES.

In the event ~~that~~ the ~~P~~parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours after transmission of the facsimile, except funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

ATTACHMENTS:

- Exhibit A – FY18-19 Funding Table
- Exhibit B – CSA 3 Map
- Exhibit C – Revised County Zone Map
- Exhibit D – Maintenance and Repair Responsibilities

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by County.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA
By: _____

By: _____
Deputy Clerk

Chair, Board of Supervisors
Date: _____

RECOMMENDED FOR APPROVAL:
Community Services Department

APPROVED AS TO ACCOUNTING FORM
Theodore A. Fallati, CPA, CFO
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

By: _____
Deputy County Counsel

By: _____
Risk Management

[Fund 0001, Dept. 057, LI Acct 7650, Prog. 2000]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF SANTA MARIA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF SANTA BARBARA

ATTEST:

By: _____
City Administrator

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF LOMPOC

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2018.

CITY OF GOLETA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Ray Ambler, Purchasing & Materials Manager
r_ambler@ci.lompoc.ca.us

Dirk Ishiwata, Facilities, Fleet and Park Maintenance Manager
d_ishiwata@ci.lompoc.ca.us

SUBJECT: Authorization to Issue a Purchase Order for Fuel Services of Approximately \$650,000 Annually for a 5-year Period

Recommendation:

Staff recommends the City Council:

- 1) Authorize the issuance of a purchase order to J.B. Dewar, Inc. of San Luis Obispo for a period of five years for fleet fuels for approximately \$650,000 annually initially; and
- 2) Authorize the Purchasing and Materials Manager to issue that purchase order.

Background:

The City has not had the capability to provide fuel for its fleet vehicles at City-owned facilities for several years. For environmental and liability reasons, the City eliminated fueling stations many years ago and replaced the resource with a system controlled through a cardlock system, available for the entire fleet of vehicles owned by the City (Cardlock System). The current Cardlock System expires on December 31, 2018. The Purchasing Division initiated a competitive solicitation process for the award of a new purchase order for its Cardlock System earlier this year and issued a Request for Proposals (RFP No. 2893) on September 19, 2018.

The City's Transit service, City of Lompoc Transit (COLT), is a significant user of fleet fuel services annually. As the City receives operational grant awards annually from the Federal Transit Administration (FTA), the City's procurement of fleet fuel is subject to FTA procurement regulations. During Fiscal Year (FY) 2011-12 and again during FY 2017-18, the City's transit system underwent triennial performance reviews by the FTA. Even though a prior performance review (completed in 2009) did not identify findings in regards

to the then existing fuel procurement system, the FY 2011-12 review found the governing paperwork was deficient in some of the language required under FTA procurement rules. The FY 2017-18 review also identified other opportunities to strengthen the procurement process.

A significant component of the Transit System's annual cost is due to the fuel used in operating the City-owned fleet of transit vehicles. Since a majority of the funding for the Transit System is from Federal sources, expenditures for fuel must meet Federal purchasing rules. The timing of the issuance of RFP No. 2893 allowed for the change in the terms to reflect the Federal procurement requirements identified in the performance reviews through the regular competitive bid process. A majority of the RFP No. 2893 package included required disclosures by the respondents in conformance with Federal procurement regulations.

Discussion:

RFP No. 2893 was initiated to select a primary fuel distributor with cardlock controls for fueling City vehicles. That will continue the delivery of fuel needed by City fleet vehicles in a controlled and recordable fashion and provide for a seamless extension of fuel deliveries upon the termination of the current purchase order on December 31, 2018. RFP No. 2893 included the following specifications:

- 1) A fueling location available within City limits;
- 2) A fueling process capable of collecting data and providing a control system limiting access to the City's account to only those authorized;
- 3) Data collection in a format compatible with the City's fleet management system, to allow efficient delivery of vehicle-specific information to the fleet management system, without increasing the workload of the fleet division's staff. The information must be sent in digital form no less frequently than for each billing cycle including the following:
 - a. Driver card ID, vehicle card ID, and odometer reading;
 - b. Fuel quantity and type;
 - c. Date and time of activity;
- 4) The price charged to the City be based on Los Angeles refinery market price, as reported by the Oil Price Information Service (OPIS). The proposer must provide the OPIS basis for fuel, plus the offered transportation and profit/markup (T&M), as well as an itemization of all taxes and regulatory charges. The T&M is the primary component of the price to be compared, as market prices vary weekly based on the previous Friday's OPIS;
- 5) The price charged to the City be based on the most recently available OPIS and set until the next OPIS publishing period;

- 6) For off-highway use diesel fuel, the provider shall deliver the fuel to the City at specified locations. A primary delivery point is the City's landfill;
- 7) As a governmental entity, the City is not subject to federal excise taxes on fuel purchases. All other applicable taxes and regulatory charges are applicable.

The above specifications were incorporated in the existing purchase order for vehicle fuel delivery that expires on December 31.

RFP No. 2893 was advertised in the Lompoc Record on September 19, 2018. It was also directly mailed to 14 local fuel dealers, was made available for download on the City's procurement website. Bids were initially due to the Purchasing Division at 1:00 p.m. on October 9, 2018. At the conclusion of the solicitation process, the City received two responses. The responses were considered based on the evaluation criteria listed in the RFP. The results of the evaluation are listed as follows:

Proposer	Evaluation Rating	T&M Markup
JB Dewar, Inc. (attached)	98%	0.22 per gallon
Boyette Petroleum	78%	\$0.01 rebate per gallon

Boyette Petroleum's (Boyette) proposal was rated lower, in part, for the following reasons:

- Boyette did not offer a cardlock as required by RFP No. 2893;
- Boyette did not offer to provide the required data in the requested City format for the electronic management system. (Fleet would have to extract or manually download the data from Boyette's system, and then either manually rekey the information into Fleet's system, or manipulate the data so it could be uploaded to Fleet's system.) Therefore, the data format provided by Boyette does not meet the City's requirement;
- Boyette did not itemize the fuel taxes and regulatory surcharges;
- Boyette did not offer delivery of off-road diesel fuel.

In addition to the evaluation of the two proposals received, the Purchasing Division also evaluated local retail fuel prices to gauge the competitiveness of the proposals. Local retail station prices are market driven and can change at any time, but usually at the time of a fuel delivery. Every comparison made is an instant snapshot of each location at one point in time. Prices reflect the market and how recent station delivery has been. During rising prices, high volume stations are penalized and during falling prices, lower volume stations are still selling higher cost fuel. While that is true for local retail stations, the City's current purchase order, as well as RFP No. 2893 specifications, provide for the City's OPIS price to be based on the most recently published weekly price. Cardlock System price comparison is based on market prices for the week of October 7-13, 2018.

The following table shows what the City's purchase order-rate would be, based on the recommended vendor, including all markups, fees and taxes:

Fuel Type	Contract Price	Retail Price Lompoc
Unleaded – 87 Octane	3.27	\$3.47
Unleaded – 91 Octane	3.48	3.69
Diesel #2 – CARB (clear)	3.54	3.54
Red Diesel #2 (off-road delivered)	3.18	N/A

The location of JB Dewar's proposed Cardlock System facility is especially convenient for City fleet vehicle use, as it is adjacent to the main Corporate Yard, located on Laurel Avenue near V Street. All vehicles housed at the Corporate Yard are conveniently able to fuel at the beginning or end of a shift, in a facility designed for, and accessible to, refuse collection vehicles, line trucks, 45 passenger COLT vehicles, graders, road stripers and multi-ton trucks of all sorts. JB Dewar's facility is operational and available on a 24/7 basis, which is critical for the operational requirements of several departments, including the Police and Fire Departments.

As noted in the summary above, some of the local stations surveyed have spot prices that are lower than the proposed bulk price at the point in time of the survey. The ability to capture the lowest possible prices consistently over the varied department needs of the City would require significant coordination and almost continuous monitoring for the City to consider retail options. Even with proper coordination and monitoring, there is no guarantee the retail stations could handle the City's volume, size, weight and time of use requirements. If a retail solution was implemented, then the City would need to identify solutions for the delivery of off-road diesel to remote sites, the ability to recapture the exclusion for Federal excise taxes, reporting capabilities to the City's fleet maintenance system, and an emergency fueling capability in the case electrical service is unavailable in the City. For those reasons, the survey of local retail prices provides a comparison to the market, but not a viable alternative to the current delivery mechanism, a Cardlock system.

For those occasions where vehicles are used outside the City, a purchase order with JB Dewar will also allow authorized users to fuel vehicles at any Pacific Pride facility located throughout California, at the same price obtained at the facility located at Laurel Avenue and V Street.

Fiscal Impact:

The Purchasing and Materials Manager has reviewed the bid process for compliance with the City's Purchasing Code as outlined in the Lompoc Municipal Code. JB Dewar's (attached) proposal complies with the requirements of RFP No. 2893 and the proposal is valid.

Fuel is budgeted primarily from the Fleet Division, an internal service fund. The Biennial Budget FYs 2017-19 provides for an average of \$927,000 each year in Account 873ESR-525010 – Fleet Services – Fuel, Oil and Lubricants. Of the \$927,000 budgeted annually, approximately \$600,000 to \$700,000 of expenditures are for fuels procured using the Cardlock System. Annual charges for Fleet operations (which include fuel purchases) are allocated first to individual fleet vehicles and then to using divisions based on historical use by each division and the vehicles assigned to each using division, in relation to the use by the City as a whole. That allocation mechanism allows for full cost recovery by Fleet each budget cycle, while also insulating individual department and division budgets from fluctuating prices of fuel that may occur during the current operating budget cycle. Since fuel is budgeted primarily in Fleet, the delivery mechanism of purchase activity data is critical to ensure costs are properly allocated. An automated digital delivery and upload capability of purchase data is critical to the efficient operations of the fleet management system.

In addition to the funding provided through Fleet, the COLT transit system individually budgets for operational costs to comply with Federal funding guidelines and has an additional \$185,000 budgeted annually in Account 723TRN-525010 – Transit – Fuels, Oils and Lubricants.

The full amount of annual budgeted funds, \$785,000 to \$885,000, is available and adequate for the proposed purchase order. The proposed purchase order is for an initial term of up to five years, with an available extension for an additional three years by written agreement through an extended purchase order, at the same terms and conditions.

Conclusion:

The proposals were reviewed by the Purchasing and Materials Manager and the Facilities, Fleet and Park Maintenance Manager, who concur with the evaluation performed by the Purchasing Division.

Respectfully submitted,

Ray Ambler, Purchasing and Materials Manager

Dirk Ishiwata, Facilities, Fleet and Park Maintenance Manager

APPROVED FOR SUBMITTAL TO THE CITY MANAGER:

Brad Wilkie, Management Services Director

Kevin McCune, Public Works Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

Attachment: [RFP No. 2893 with JB Dewar's Proposal](#)



RFP No. 2893 - Card Lock Fuel

Notice is hereby given that sealed Proposals will be received per the attached specifications, at the office of the Purchasing and Materials Manager, 1300 West Laurel Avenue, Lompoc, California, until **2:00 p.m. on Tuesday October 9, 2018** (final date for acceptance). Proposals will not be publicly opened and read. If further information is needed, contact Ray Ambler at (805) 875-8003.

Please immediately complete the Proposer Contact Information Sheet and fax to 805-735-7628 to be added to the list to receive all clarifications and addendums.

The only authorized City contact will be the Purchasing Officer listed below or through Purchasing Office Staff, from the original issue date until the contract is awarded. Interested bidders or their representatives are not allowed to communicate with City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their bid.

A Late proposal will be returned to the bidder/proposer unopened. All proposals must bear original signatures and figures.

A handwritten signature in black ink that reads "Ray Ambler".

Ray Ambler
Purchasing Manager

Registered Proposer Information Sheet

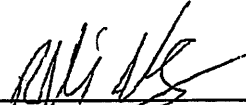
Please immediately complete and fax this page to (805) 735-7628 to be added to the list to receive all clarifications and addendums or create an Acrobat PDF document and email to purchasing@ci.lompoc.ca.us

JB Dewar INC
Company Name

Robbie Helberg
Name of Proposer

805-540-7140
Telephone Number

805-540-7141
Facsimile Number


Signature of Authorized Representative

Robbie Helberg south county
Name & Title (please print) sales manager

10/9/18
Date

www.jbdewar.com
Web Page Address

SCOPE OF WORK

The City of Lompoc wishes to enter into an agreement for card lock and some delivered fuels for vehicles and/or equipment. The responsive, responsible, and best price products for the City of Lompoc would be our award goal. We will consider other methods such as a corporate fleet card method. However we must be convinced it will be the best price for the City.

CARD SYSTEM REQUIREMENTS

Proposed systems must include a card assigned to each vehicle. This requires that a driver have a unique P.I.N. number. We must be convinced that we can collect information to track vehicle MPG, fuel cost per mile etc. The Oil Price Information Service (OPIS), or approved equal market reporting service (specify in your bid), shall be used to determine the cost of fuel.

The bid is to reflect the amount to be charged above or below the current weekly average rack OPIS price. Do not include environmental fees or taxes within your markup. Proposer must provide the relevant weekly OPIS price information sheets with each billing. The City net price will use the OPIS rack prices published on Fridays (once called Fax-A-Rack dated Monday), for purchases during the following week, through Sunday. For example, purchases made Wednesday will go by the rack prices published the previous Friday.

CARD LOCK SYSTEM

Sufficient card lock cards shall be issued at no charge. Replacements shall be at no charge. The City will need approx. 200 cards Additional cards and/or replacements may be needed during the contract period and shall be provided at no charge. The City will be liable for products purchased with each card furnished in its name under this system. This liability will cease at the time a card is reported lost or stolen to the Proposer/Proposer.

PROPOSER MUST PROVIDE CARDS WITH CITY PROVIDED PIN NUMBER.

The card lock reporting system shall provide the following information in the order specified: ASCII Text Character 3 1/2" diskette (or other approved media), a statement, and OPIS prices for that particular billing period. Proposer may be required to furnish an example report and OPIS price information sheet prior to the City accepting the agreement or agreements.

Complete and return

Record Layout:

Position	Length	Description
1-6	6	Customer Number
7-12	6	Transaction Date (YYMMDD)
13-19	7	Card Number
20-25	6	Odometer Reading (999999)
26-35	10	Product Purchased
36-41	6	Quantity Purchased (9999.99)
42-46	5	Price Per Gallon in Dollars (99.999)
47-53	7	Transaction Amount (99999.99)
54-57	4	Transaction Time (HHMM)
58-63	6	Invoice Number
64-69	6	Transaction Site Number
70-72	3	Blank
73-77	5	Fleet Number (Reference)
78-81	4	Transaction Number
82-82	1	Transaction Type (D=Debit C=Credit)

The amount for the "Price per Gallon" field should be the net price the City is to be charged, including applicable taxes.

The above information will be provided to the City twice a month. From the 1st of the month through the 15th, information to be received by the 20th of the month; and the 15th through the end of the month, information to be received by the 5th of the following month.

Can you provide a twice monthly .CSV file for each transaction? The file must include: Vehicle number with leading zero's and be 4- and 5-digit vehicle numbers, odometer reading, fuel type, fuel amount, transaction cost, and transaction location

yes () NO

Could you be able to decline transaction based on last fueling odometer if the input mileage is equal or less than the previous transaction?

() yes NO

RECONCILIATION:

It is imperative that product quantities and pricing "match" on the bi-monthly transaction summaries provided in paper copy for City Finance/Accounts Payable and the electronic version provided to City Fleet Management for input into our Computerized Fleet Analysis (CFA) system. There shall be a reconciliation and verification match

before being delivered to City divisions.

TERM:

The term shall be for up to five years perhaps initially in shorter increments. The agreement may be extended for three additional years by agreement in writing at the same terms and conditions.

MULTIPLE AWARD –

The City reserves the right to award to more than one proposer. The Proposer's card lock dispensing location may dictate which facility is used depending on the location of fueling operation on any given day.

CANCELLATION

Either party has the right to cancel the contract at any time upon thirty (30) days written notice.

ASSIGNMENT OF CONTRACT

No assignment by the successful bidder of any portion of the executed fuel agreement or agreements shall be recognized

CONTACTS

Bid Proposal and General Conditions Information:

Ray Ambler, Purchasing & Materials Manager, 805-875-8003 r_ambler@ci.lompoc.ca.us

DEVIATIONS

If there are any deviations from the specifications set forth herein, the bidder shall note the deviations in his bid. Failure to note a deviation from the specifications may be grounds for rejection by the City of that particular bid.

Where deviations are noted, the City reserves the right to accept a bid containing such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the overall capability of the item bid to perform the function for which it is to be acquired and such deviations result in a lesser total cost to the City for the subject item.

TAXES

This bid will be evaluated without taxes. Prices quoted in the bid shall exclude all applicable Sales or Use Taxes, Superfund Tax, Federal Excise Taxes (FET), Oil Spill, and State of California Motor Vehicle Fuel Taxes. The City is subject to State and local sales tax but is exempt from payment of Federal Excise Tax.

ESCALATION DE-ESCALATION

The proposal Transportation and Markup (T&M) quoted by the Contractor will be subject to escalation or de-escalation. If there has occurred a change in the average per-gallon price of listed FUEL as published in the EIA.gov website from the per-gallon price published on the day of the

bid opening, then the price per gallon will be adjusted from the contract price of the fuel in accordance with that change. The Contractor may propose/justify in writing and the City may accept such an escalation or de-escalation.

Will you be able to provide a digital invoice for the (a) general fleet and (b) for the transit fleet separately?

yes () NO

Can your system be used at privately owned retail fuel stations like Master Card or Visa?

yes () NO

IF the private location accepts Pacific Pride cards

Selection Criteria

The Card lock Fuel Proposer will be selected on the basis of: the following criteria

Suitability of the Products, Services to meet the needs of the City including (20%):

- Goods and Services Offered
- Available locations proposed
- Billing and Support Services Proposed

Proposer Experience and Qualifications (20%):

- Qualifications and capabilities of the Proposer and its personnel
- References for current clients

Cost Proposal (50%)

- Actual Costs after markup, and taxes.
- Payment discounts

Compliance with the RFP requirements and process specified in this section (10%):

- The extent to which written proposal addresses items specified in Scope of Services section of this request, cost and merits of the proposed work program.

PROPOSAL CARD LOCK FUEL SYSTEM FOR

Complete and return

The undersigned JB Dewar INC (Corporate Name of Bidder) agrees to furnish to the City of Lompoc, California, at the prices quoted below, the amount to be charged per gallon above the current Oil Price Information Services (OPIS) weekly average rack price, not including environmental fees and taxes, in accordance with the specifications on file in the office of the Purchasing Division of the City of Lompoc, a copy of which is attached hereto and is made a part of this proposal:

During emergency situations

It is the intention of the City to have the proper quantities of fuel. The City desires a contract to provide adequate assurance that the City would receive priority allocation of fuel. Lompoc would commit to providing electricity for the primary card lock location by generator or other means. The contractor would need to be able to dispense it into vehicles and potentially portable tanks to fill generators, as needed. The City is attempting to determine if there are ways that would provide greater assurance of adequate supplies and/or transportation of fuel under emergency conditions.

Are you able to do this? What can we do to make it worthwhile to you?

Yes

ESTIMATED ANNUAL VOLUMES

The City estimates the following annual volumes for the card lock system.

Fuel dollars purchased FY 2017-18

Cardlock (87, 91 & D#2)	\$ 626,777.86	89%
Red Diesel delivered	69,633.33	10%
Fleet Non Local	5,377.78	1%

Fuel estimated quantity

87 Unleaded	75,000 gallons
91 Unleaded	800 gallons
#2 Diesel	133,000 gallons
Red Diesel	33,000 Gallons

Cardlock Method

	A Annual Evaluation Quantity	B OPIS Market Price **	C Per gallon Transport & Markup	D Taxes Itemized per gallon below	E. Invoice price per gallon (E=B+C+D)	F. Net City Cost
#2 CARB Diesel Fuel (clear)	133,000	2.6520	.22	.74772	3.61972	\$481,422.076
Regular Unleaded (87 Min. Octane)	75,000	2.6253	.22	.50671325	3.35201325	\$251,400.994
Unleaded Supreme (91Min. Octane)	800	2.8500	.22	.5128925	3.5828925	2866.314
Red Diesel #2 tank wagon delivery (500-4999 gallons)	32,000	2.5520	.40	.22878	3.18078	101,784.96
Red Diesel #2 less than tank wagon delivery (<500 gallons)	1000	2.5520	.40	.22878	3.18078	3180.78
Expected fuel cost						\$840,655.81

↑
Per Row Includes Sales TAX.

*** Evaluation Market Price – PADD 5 Diesel, Los Angeles OR

What method is used to determine the market price cost of fuel? Fax-A-Rack, or equal)

CA OPIS Rack Average
Unbranded (OPIS
without cap & trade
& CCFS

Annual Subscription

Publication Opis

Pad 5 Rack Average if Applicable

If using an equivalent price index, provide documentation to indicate it is an equal, and attach a sample copy with bid.

Please itemize all taxes for fuel from your card lock system:

Diesel Fuel Cardlock

State Excise Tax \$.36 per gallon
Sales Tax \$.38772 per gallon (13.5%)
 _____ \$ _____
 _____ \$ _____

Red Diesel Fuel

Sales Tax \$ 7.75%
 _____ \$ _____
 _____ \$ _____

Unleaded 87 Octane or 91 Octane

State Excise Tax	\$.417 per gallon
Sales Tax	\$ 2.75%
	\$ _____

Please list all other costs of your card lock system:

	\$ _____
	\$ _____

Note: The City will not pay the L.U.S.T. fee, as we do not own the underground storage tanks. If the Proposer wants to recoup this fee that is charged to them, it MUST be included in Proposer markup. We are exempt from Federal Excise Taxes.

If environmental fees are changed by the governing authority during the contract term, Proposer may notify City of those changes and contract pricing will be amended to reflect that exact change. Unless environmental fees change, prices quoted herein are firm, and are not subject to change.

List your company's card lock locations in the Lompoc City 25 mile radius area and whether location is large enough to accommodate large trucks:

SITE NO. 1

Street Address 1400 W. Laurel AVE, Lompoc, CA

Available Fuel	Yes	No
#2 Diesel Fuel	<u>X</u>	_____
Regular Unleaded (87 Min. Octane)	<u>X</u>	_____
Unleaded Supreme (92 Min. <u>91 min</u> Octane)	<u>X</u>	_____
Large trucks	<u>X</u>	_____

Days down time this fuel site 2017 7 Day

Downtime Reason Testing & Certification

SITE NO. 2

Street Address _____

Available Fuel Yes No

#2 Diesel Fuel _____
 Regular Unleaded (87 Min. Octane) _____
 Unleaded Supreme (92 Min. Octane) _____
 Large trucks _____
 Days down time this fuel site 2011 _____
 Downtime Reason _____

SITE NO. 3

Street Address _____

Available Fuel Yes No

#2 Diesel Fuel _____
 Regular Unleaded (87 Min. Octane) _____
 Unleaded Supreme (92 Min. Octane) _____
 Large trucks _____
 Days down time this fuel site 2011 _____
 Downtime Reason _____

Fleet fuel card pricing method

To facilitate price comparisons for fuels purchased by fuel card at a nearest location within ten miles of our corporate yard that services heavy equipment and large trucks provide net retail price calculation:

Dated the week before opening _____

Facility name _____

Address _____

Miles from Corporate yard 1300 West Laurel _____

Fuel Type	Pump Price \$	Rebate \$	Net Price to City
#2 CARB Diesel Fuel (clear)			
Regular Unleaded (87 Min. Octane)			
Unleaded Supreme (92 Min. Octane)			

Red Diesel #2 tank wagon delivered (500-4999 gallons)			
Red Diesel #2 less than tank wagon delivered (<500 gallons)			

The T & M prices quoted herein are firm and consistent with OPIS index pricing, and are not subject to change. The City reserves the right to reject any or all bids.

It is understood that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of the bid.

I hereby acknowledge receipt of the following addenda issued for the card lock fuel bid. *
Addendum No._____, Addendum No._____, Addendum No._____.

*Note: Failure to acknowledge addenda, if any, may make the bid non-responsive. Proposer may contact the Purchasing Division to confirm the number of addendums (if any), have been sent.

P.O. Box 3059 San Luis Obispo
(Mailing Address) CA, 93403

JB Dewar INC
(Corporate Name of Bidder)

(City, State & Zip)

By: [Signature]
(Signature)

805-913-0180
(Telephone/Fax)

Robbie Helberg South County Sales
(Print Name & Title) Manager

All proposers MUST calculate California Sales/Use Tax at the current rate in effect in Santa Barbara County as noted below. The City is obligated to pay all applicable taxes imposed in the county of receipt either to the supplier or directly to the state in the form of a Sales Tax (on the transfer of tangible personal property) or a Use Tax (on the storage, use or other consumption in California) of same.

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim local Proposer preference? Yes yes or no.

City of Lompoc Business Tax License Number: 000146

Business Name, within the City of Lompoc: JB Dewar INC

Business Address within the City of Lompoc: 1400 W. Laurel Ave



Example
INDEMNITY AND INSURANCE REQUIREMENTS
ATTACHMENT "A"

You must provide a separate endorsement naming the City as an additional insured referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85. You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

1. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.

2. **Automobile Liability Insurance** with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than **\$500,000 per occurrence** combined single limit for bodily injury and property damage.

3. **General Liability Insurance** including premises and operations, products, completed operations, contractual liability, independent Proposers, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be **not less than \$1,000,000** per occurrence combined single limit for bodily injury and property damage.

The insurance policies described above shall include the following provisions or have added by endorsement:

1. **The coverages shall be primary**, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.

2. The policies shall not be canceled or materially altered without 30 days prior written notice to the City.

The insurers utilized shall conform to the following terms:

1. Insurers shall have at least a **"A-" policy holder's rating and an "VII" financial rating** in accordance with the most current **Best's Key Rating Guide**.

2. Proposer shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Attachment B

City of Lompoc, Bidder References

List and describe fully the last three contracts performed by your firm which demonstrate your ability to provide the supplies, equipment, or services included with the scope of the bid specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: County of San Luis Obispo
Contact Individual: Darren Whittington
Address: _____

Phone No: 805-781-5123

Contract Amount: _____

Year: 2018

Description of Supplies, Equipment, or Services Provided:

Lubricants

Reference No. 2

Customer Name: San Luis Coastal Unified
Contact Individual: Annie Sharp
Address: _____

Phone No: 805-596-4111

Contract Amount: _____

Year: 2018

Description of Supplies, Equipment, or Services Provided:

Tankwagon fuel

Reference No. 3

Customer Name: Lompoc School District
Contact Individual: Frances Lemons
Address: _____

Phone No: 805-742-3182

Contract Amount: _____

Year: 2018

Description of Supplies, Equipment, or Services Provided:

Cardlock Fuel

PROPOSAL SIGNATURE FORM
(Complete & return)

Responding to a Request for Proposal the undersigned proposer agrees to provide professional services in accordance with the specifications.

All information submitted by proposer, including signatures, must be original. Copies will not be accepted. The representations herein are made under penalty of perjury.

We hereby certify that:

- That this proposal was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- That this proposal is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal.
- That we have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other proposer or anyone else interested in the proposed contract; and further,
- Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else.

We hereby offer to sell the City of Lompoc the above material and/or service at the prices shown and under the terms and conditions printed hereon or attached or referenced.

(Please type or print)

JB Dewar INC
COMPANY NAME


SIGNATURE OF AUTHORIZED REPRESENTATIVE

75 Prado Road
ADDRESS

Robbie Helberg Santa County Sales
NAME AND TITLE (PLEASE PRINT) *Manager of*

San Luis Obispo, Ca 93401
CITY, STATE AND ZIP CODE

robber@dewar.com
E - MAIL ADDRESS

805-543-0180
PHONE NUMBER

WEB PAGE

805-540-7141
FAX NUMBER

10/9/10
DATE

General Terms and Conditions

Contact The sole point of contact in the City for purposes of this RFP is the Procurement Officer. All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee. Only information communicated in writing by the Procurement Officer or his/her designee shall be the official position of the City. Questions regarding this solicitation may be directed verbally to the Procurement Officer; however, the Procurement Officer reserves the right to require that the Proposer submit the question(s) in writing.

City of Lompoc
Ray Ambler, Purchasing & Materials Manager
1300 West Laurel Street
Lompoc, CA 93436
Fax (805)735-7628

1. Proposals must be received by the Issuing Office by 2:00 p.m. on the date indicated above. Copies are to be submitted in sealed envelopes. The project number and due date must appear on the outside of the submission envelope. Late proposals will not be considered. It is recommended that proposals be hand delivered.
2. An award is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City.
3. The City reserves the right to amend this solicitation at any time prior to the proposal due date.
4. The City reserves the right to accept or reject all proposals, in whole or in part, and to waive or permit cure of minor irregularities.
5. Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposers ability to fulfill the requirements of this solicitation. The City of Lompoc is not responsible for any expenses incurred by Proposers in preparing and submitting proposals in response to this solicitation.
6. Should a Proposer find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the Proposer should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents; Proposers will be bound to the City's interpretation.
7. All prices must be firm for 90 days from the date of the proposal opening & be inclusive. Upon award, prices will be in effect for the term of the contract.
8. All proposals submitted by Seller to Proposer should be submitted upon the attached City's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature).
9. The issuance of this proposal request creates no obligation on the part of the City.
10. Prompt payment discounts of 20 days or longer will only be considered when comparing proposals, however, if you offer any prompt payment discounts, please indicate this on your proposal.
11. Submission of a signed proposal will be interpreted to mean that the proposer has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

-
12. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the City.
13. All time limits stated are of the essence and must be complied with. Any proposals received after closing time stipulated will be returned unopened.
14. **LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara, California is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.
15. **ENTIRE AGREEMENT:** Any Agreement resulting from this RFP will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:
- A) Purchase Order
 - B) City's Request for Proposals
 - C) Attachments
 - D) Proposer's Proposal
22. **Time of Bid Submission:** Bids or Proposals shall be submitted so as to be received in the office designated in the invitation for bids not later than the exact time set for opening of bids. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for bids." The official time clock for this bid will be the U. S. Naval Observatory (USNO):
<http://www.time.gov/timezone.cgi?Pacific/d/-8/java>
Solicitations opening at 2:00 P.M. PST will be considered late at 14:00:01 PST and will not be accepted or considered. The Purchasing and Materials Manager Agent or his representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present. She (or he) shall then personally and publicly open all bids received prior to that time, and when practicable shall read them aloud.

Complete and return with your fax bid

List any Deviations
(Complete and return)

Bidder Name:

You must check () Deviations itemized below () No Deviations

Page Line No.

FTA THIRD PARTY AGREEMENT REQUIREMENTS

What follows are pages of contract requirements included because of funding from the U.S. Department of Transportation for the City of Lompoc Transit System. They include sections involving federal references, requirements and language and written certifications and a local City protest procedure.

1. No Obligation by the Federal Government. (1) THE CITY OF LOMPOC and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to THE CITY OF LOMPOC, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The PROPOSER agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subProposer who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements.(1) The PROPOSER acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to its actions pertaining to this Project. Upon execution of the underlying contract, the PROPOSER certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the PROPOSER further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the PROPOSER to the extent the Federal Government deems appropriate.

(2) The PROPOSER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the PROPOSER, to the extent the Federal Government deems appropriate.

(3) The PROPOSER agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subProposer who will be subject to the provisions.

3. Access to Records and Reports. (1) Where THE CITY OF LOMPOC is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a

contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the PROPOSER shall make available records related to the contract to THE CITY OF LOMPOC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(2) The PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The PROPOSER agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Proposer agrees to maintain same until THE CITY OF LOMPOC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(4) FTA does not require the inclusion of these requirements in subcontracts

4. CHANGES TO FEDERAL REQUIREMENTS

PROPOSER warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by THE CITY OF LOMPOC with jurisdiction in all aspects of its performance of this Agreement.

This Agreement is subject to a financial assistance contract between THE CITY OF LOMPOC and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives including without limitation those listed directly or by reference in the procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between THE CITY OF LOMPOC and FTA, as amended, and are incorporated herein by this reference. The PROPOSER shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of this Agreement. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any THE CITY OF LOMPOC directives, which would cause THE CITY OF LOMPOC to be in violation of the FTA terms and conditions. PROPOSER'S failure to comply with these FTA requirements and THE CITY OF LOMPOC directives shall constitute a material breach of this Agreement.

5. Civil Rights Act of 1964, Title VI During the performance of Agreement, PROPOSER, for itself, its assignees and successors in interest, agrees as follows:

PROPOSER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.

6. Disadvantaged Business Enterprise (DBE) Policy: THE CITY OF LOMPOC receives financial assistance from the US Department of Transportation through the Federal Transit Administration (FTA). PROPOSERS are advised that, as required by federal law, the California Department of Transportation (Department) has established a statewide overall DBE Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The PROPOSER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

PROPOSER or subProposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. PROPOSER shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as THE CITY OF LOMPOC may deem appropriate.

7. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any THE CITY OF LOMPOC requests, which would cause THE CITY OF LOMPOC to be in violation of the FTA terms and conditions.

8. Buy America - The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United

States and have a 60 percent domestic content.

The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds **may not be obligated unless steel, iron, and manufactured** products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subProposers.

9. Breaches and Dispute Resolution. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Proposers violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of THE CITY OF LOMPOC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the PROPOSER mails or otherwise furnishes a written appeal to the CITY OF LOMPOC Transit Director. In connection with any such appeal, the PROPOSER shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of THE CITY OF LOMPOC Transit Director shall be binding upon the PROPOSER and the PROPOSER shall abide by the decision. Unless otherwise directed by THE CITY OF LOMPOC, PROPOSER shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between THE CITY OF LOMPOC and the PROPOSER arising out of or

relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which THE CITY OF LOMPOC is located.

Rights and Remedies - The duties and obligations imposed by THE CITY OF LOMPOC Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by THE CITY OF LOMPOC, or PROPOSER shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

10. Government-Wide Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the PROPOSER is required to verify that none of the PROPOSER, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The PROPOSER is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by THE CITY OF LOMPOC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to THE CITY OF LOMPOC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Clean Air. (1) The PROPOSER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The PROPOSER agrees to report each violation to THE CITY OF LOMPOC and understands and agrees that THE CITY OF LOMPOC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The PROPOSER also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. Clean Water.

(1) The PROPOSER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The PROPOSER agrees to report each violation to THE CITY OF LOMPOC and understands and

agrees that THE CITY OF LOMPOC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The PROPOSER also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. **PROTEST PROCEDURES**

The complete protest policy is located here <https://bit.ly/2wYM3d1>

A. Pre-Opening Protest Period — Solicitation Documents. Interested parties wishing to protest City solicitation documents must do so before the final date to accept bids and within five business days after the date the solicitation documents are issued or amended.

G. Post-Opening Protest Period—In cases of protests involving aspects of City procurement other than solicitation documents, the following procedures apply:

Interested parties shall protest City procurement matters other than solicitation documents within **five business days after notice of intent to award** are mailed.

COLLUSION AFFIDAVIT FOR PROPOSER
STATE OF CALIFORNIA, COUNTY OF Santa Barbara
Complete and return

Ken Dewar declares and says:

1. That he/she is the (owner, partner, representative, or agent) of JB Dewar INC, hereinafter referred to as Proposer.
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Santa Barbara County, State of California.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other PROPOSER, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against THE CITY OF LOMPOC, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.


Dated this 9th day of OCTOBER, 2018, at SAN WIS OBISPO, California.

Signed: [Signature]

Title: PRESIDENT - JB DEWAR INC

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS) Complete and return

The JB Dewar INC (Name of PROPOSER) hereby certifies that it is **not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.**

Signed: 

Title: PRESIDENT JB DEWAR INC

Date: OCTOBER 9th 2018

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Complete and return

Website for checking Federal debarment <https://bit.ly/2QKrDgf> submit a copy of the record search for your company.

Debarment and Suspension: Each PROPOSER must certify and submit documentation (such as a notarized affidavit) showing that neither the PROPOSER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Primary Participant SR Dewar INC (Name of PROPOSER) certified to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, SR Dewar INC (Name of PROPOSER) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Official: [Signature] Title: PRESIDENT SR DEWAR INC

The undersigned chief legal counsel (or corporate secretary) for the CORPORATION hereby certifies that the PRESIDENT has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary: [Signature] Date: OCTOBER 9th 2018

CERTIFICATION OF RESTRICTIONS ON LOBBYING Complete and return

Restrictions on Lobbying: Each PROPOSER must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.

I, KEN DEWOL, hereby certify on behalf of JB DEWOL, that:

a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 9th day of DECEMBER, of 2010

Signature of Authorized Official: [Signature]

Title of Authorized Official: PRESIDENT JB DEWOL

**CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/
EQUAL EMPLOYMENT OPPORTUNITY**

Complete and return

PROPOSER: JB Dewar Inc

1. PROPOSER overall DBE participation rate: zero

2. Names/Locations of DBEs contacted by PROPOSER:
N/A

3. Names/Locations of DBEs selected by PROPOSER:
N/A

4. PROPOSER work force breakdown by race and gender:

TOTAL EMPLOYEES (as of _____): _____

Job Categories	Male					Female				
	Wht	Blk	Hisp	Asn	Nat	Wht	Blk	Hisp	Asn	Nat
Managers										
Professional										
Technical										
Sales										
Office										
Clerical										
Craftsman										
Laborers										
Service										

Note: The above DBE/EEO Affidavit is part of PROPOSER Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By: _____ Title: _____

Date: _____

ATTACHMENT 8

“BUY AMERICA” CERTIFICATE

Certification Requirement for Procurement of Steel, Iron or Manufactured Goods

The Offeror shall complete either Alternative A or B below and submit this form with its bid if the total bid amount is greater than \$100,000.

Alternative A

CERTIFICATE FOR COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 C.F.R. Part 661.5.

DATE: October 9th 2018
SIGNATURE: [Handwritten Signature]
COMPANY NAME: J B DEUNDE (K)
TITLE: PRESIDENT

Alternative B

CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D) and the regulations in 49 C.F.R. 661.7.

DATE:
SIGNATURE:
COMPANY NAME:
TITLE:

**CITY OF LOMPOC TRANSIT
CONTRACTOR RESPONSIBILITY FORM
INSTRUCTIONS**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater.
2. The person who signs the questionnaire on behalf of the submitting contractor or subcontractor should be either Chief Executive, Executive Director, Chief Administrator, President, Vice President, Treasurer, Secretary, Chair of the Board of Directors, or the principal owner or officer responsible for administering the submitting contractor's contract.
3. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
4. For purposes of this questionnaire, the terms "Contractor," "bidder," and "bidder/proposer" refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
5. For all questions, matters on appeal must be disclosed.
6. Unless otherwise noted, all questions relate to the previous ten (10) years.
7. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
8. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
9. This form includes:
 - a. Contractor representations and obligations (Part III) which (a) apply to Contractor's bid/proposal; and (b) are deemed incorporated into the contract between the Contractor and Authority if the contract is awarded to Contractor. If any representation is not accurate and complete at the time Contractor signs this form, Contractor must, as part of its bid, identify the provision and explain the reason in detail on a separate sheet, as provided in Part III; and

- b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
10. If during the performance of this Contract, either of the following occurs, Contractor shall promptly give notice in writing of the situation to the Authority's Chief Procurement Officer, and thereafter cooperate with the Authority's review and investigation of such information.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
11. In the Authority's sole discretion, the following shall constitute grounds for the Authority to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
12. The Authority reserves the right to inquire further with respect to Contractor's responses; and Contractor consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the Authority. Any response to this document prior or subsequent to Contractor's bid or proposal which is or may be construed as unfavorable to Contractor will not necessarily automatically result in a negative finding on the question of Contractor's responsibility or a decision to terminate the Contract if it is awarded to Contractor.
13. Definitions:
 - a. Affiliate: An entity in which the parent of the submitting contractor owns more than fifty (50) % of the voting stock and/or an entity in which a group of

principal owners or officers that owns more than fifty (50) % of the submitting contractor also owns more than fifty (50) % of the voting stock.

- b. Authority: refers to the LOMPOC TRANSIT and/or LOMPOC TRANSIT subsidiary or affiliate to which the Contractor is submitting its bid or proposal and/or which is awarding the contract sought.
- c. Control: The submitting contractor is controlled by another entity when: (1) the other entity holds ten (10) % or more of the voting stock of the submitting contractor; or (2) the other entity directs or has the right to direct daily operations. The submitting contractor controls another entity when: (1) it holds ten (10) % or more of the voting stock of the other entity; or (2) it directs or has the right to direct daily operations.
- d. Government agency(ies): include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, public benefit corporations and local development corporations.
- e. Integrity Monitor: includes an Independent Private Sector Inspector General ("IPSIG"), or any independent private sector firm with legal, audit, investigative and loss prevention skills, employed by an organization or government entity, either voluntarily or by compulsory process, to monitor an entity's business activities to ensure compliance with relevant laws and regulations, as well as to uncover and report unethical or illegal conduct within and against the entity.
- f. Joint Venture: a business undertaking by two or more persons, corporations or other legal entities engaged in a single defined project. The necessary elements are: (1) an express or implied agreement; (2) a common purpose the group intends to carry out; and (3) shared profits and losses.
- g. Managerial employees or managerial capacity: Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of contracts with public agencies.
- h. Lompoc Transit means only Lompoc Transit:
- i. Officer: Any individual who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the submitting contractor, without regard to such individual's title. president, vice president, secretary, treasurer, board chairperson, trustee (individual or entity who administers a trust) or their equivalents.
- j. Parent: Any entity including, but not limited to any individual, partnership, joint venture or corporation which owns (50) % or more of the voting stock of another entity.
- k. Principal Owner: An individual, partnership, joint venture or corporation that holds a ten (10) % or greater ownership interest in a submitting contractor or subcontractor.

-
- l. Share: To have space, staff, equipment, expenses, or use such items, in common with one or more other entities.

 - m. Significant Adverse Information: includes but is not limited to an unsatisfactory final performance evaluation on a contract with any LOMPOC TRANSIT agency within the immediate prior three (3) years, an uncured interim unsatisfactory rating on a contract with any LOMPOC TRANSIT agency, or an answer of “yes” to any question in Part IV herein.

 - n. Subcontract: An agreement between an individual or entity that is a party to a contract and another individual or entity which is for the provision of goods, services or construction pursuant to that contract, and has a value that when aggregated with the values of all other such agreements with the same individual or entity and subcontractor during the immediately preceding twelve (12) month period is valued at one million dollars (\$1,000,000) or more, and in special circumstances involving agreements of \$100,000 or more.

 - o. Submitting Contractor: The entity submitting the Contractor Responsibility Form.

 - p. Subsidiary: An entity in which the majority of the voting stock is owned by a parent.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: JB Dewar INC
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: 951876664
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Corporation

If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

- (1) Partner/Party name: _____
 TIN, EIN, or SSN _____:
 Percentage of Ownership: _____
- (2) Partner/Party Name: _____
 TIN, EIN or SSN: _____
 Percentage of ownership: _____

D. State or country under whose laws Contractor is organized and year organized:
California

E. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Contractor's name or TIN, or EIN number listed in Part I.B. above?
NO

F. Contractor's mailing address: P.O. Box 3059 San Luis obispo
Ca 93403

G. Contractor's street address (complete only if different than "F"): 75 prado Road
San Luis obispo, Ca 93401

0

- H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address (es)? NO
- I. Contractor's telephone number: 805-543-0180 Fax number: 805-543-7411
 Email address: robbye@jbdewar.com

PART II. IDENTITY OF PERSON COMPLETING THIS

- A. Name: Robbie Helberg
- B. Employer/Title: South County Sales Manager
- C. Telephone number: 805-540-7140 Fax number: 805-540-7141
- D. Email address: robbye@jbdewar.com Mobile number: _____

PART III. CONTRACTOR REPRESENTATIONS: If for any reason a representation on this questionnaire is not accurate and complete as of the time Contractor signs this form, Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Contractor represents that the following statements are complete and accurate:

Please check this box if a separate sheet is attached:

00

A. **Statement of non-collusion as required by Section 2878 of the Public Authorities Law:**

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1) (a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

B. Statement of no-conflict of interest:

- (1) No appointed or elected official, member or other officer or employee of the City or State of California, or of the Lompoc Transit ("LOMPOC TRANSIT"), or LOMPOC TRANSIT's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/Contract.
- (2) Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- (3) In the event Contractor has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer in regard to remedying the situation.

C. The following questions apply to any bid, proposal, or contract between Contractor and the City or State of California, any other state, any public authority or other public entity, the United States government, the LOMPOC TRANSIT, and LOMPOC TRANSIT affiliates and subsidiaries. (If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this if a separate sheet is attached:

The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

(1) Within the past five (5) years, has Contractor been declared not responsible?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>

<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of California, any other state, any public authority or any public entity, the United States government, the LOMPOC TRANSIT, LOMPOC TRANSIT affiliates or subsidiaries?</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>(8) Has Contractor's Workers Compensation Experience Rating been 1.2 or greater at any time in the last five (5) years? If "yes", please explain.</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>

D. Consent to the jurisdiction of California courts and to service of process:

- (1) If Contractor is not organized under the laws of the State of California, Contractor consents to the jurisdiction of the Courts of the State of California and to the jurisdiction of any federal court located within the City of California, with respect to any matter pertaining to Contractor's bid/proposal and, if the Contract is awarded to Contractor, to the Contract.
- (2) Contractor agrees that service of process in any judicial or administrative action may be made upon it by certified mail, return receipt requested, sent to the mailing address for Contractor specified above.
- (3) Contractor agrees that any judicial or administrative action or proceeding commenced by Contractor against the Authority shall only be commenced in a state or federal court or agency located within the City of California.

PART IV. QUESTIONS WHICH MUST BE ANSWERED BY "YES" or "NO": (In the event of a "YES," Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.)

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor; iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

<p>A. Within the past ten (10) years, has been convicted of or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct.</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>B. Has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>C. Is the subject of a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime?</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>D. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>E. Within the past five (5) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of California because, within the past five (5) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of California, any political subdivision of the State of California, any public authority or a public department, agency or official of the State of California or of a political subdivision of the State of California, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>

<p>under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	
<p>G. Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>
<p>PART V. ADDITIONAL QUESTIONS: In the event of a "Yes", Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.</p>	
<p>A. List the name, title, and home and business address of each person or legal entity which has a 10% or more ownership or control interest in Contractor:</p> <p>Name: <u>Ken Dewar</u></p> <p>Title: <u>President</u></p> <p>Home address: _____</p> <p>Business address: <u>75 Prado Road, San Luis Obispo, CA</u></p>	
<p>B. List the name, title, and home and business address of each director and principal officer of Contractor:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Home address: _____</p> <p>Business address: _____</p>	
<p>C. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?</p>	<p>NO <input checked="" type="checkbox"/> YES <input type="checkbox"/></p>

D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
E. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
F. In the past five (5) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
G. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
H. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
I. Does the Contractor own or rent office space? Please provide details. <i>We Rent 1460 W. Laurel Ave Lompoc</i>	NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
J. Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?	NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
K. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
L. Contractor is required to provide a list of contracts as requested in (1) and (2) below. For each of the contracts listed in (1) and (2) below, Contractor shall provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone	

number of the owner's representative:

(1) List all contracts completed during the last three (3) years. If more than three (3) contracts have been completed in the past three (3) years, list the last three (3) contracts completed.

a. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

b. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

c. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

(2) List each contract completed by Contractor during the last three (3) years for which liquidated damages or penalty provisions were assessed against Contractor for failure to complete the work on time or for any other reason. Contractor is required to provide an explanation of the circumstances for each contract.

a. Brief description of work performed: _____

Contract number: _____
 Dollar amount of award: _____
 Date completed: _____
 Name/Telephone number of company and owner's representative: _____
 Dollar amount at completion: _____

b. Brief description of work performed: _____

 Contract number: _____
 Dollar amount of award: _____
 Date completed: _____
 Name/Telephone number of company and owner's representative: _____
 Dollar amount at completion: _____

c. Brief description of work performed: _____

 Contract number: _____
 Dollar amount of award: _____
 Date completed: _____
 Name/Telephone number of company and owner's representative: _____
 Dollar amount at completion: _____

If none of the above situations occurred during the last three (3) years, state "NONE" here: _____

M. Furnish the following information for each contract for which, during the last three (3) years, the Contractor was:

- (1) Terminated for default; or
- (2) Sued to compel performance; or
- (3) Sued to recover damages, including, without limitation, upon an alleged breach of contract, misfeasance, error or omission or other alleged failure on Contractor's part to perform as required by the contract; or
- (4) Called upon a surety to perform the work; or
- (5) Required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract; or
- (6) Required to draw on a letter of credit in lieu of a performance bond.

Dollar amount of award: _____
Date completed: _____
Name/Telephone number of owner's representative: _____

If none of the above situations occurred during the last three (3) years, state "NONE" here:

None

N. List all Contractor employees: (Attach additional sheets as needed)

(1) Who are currently employees of MTA or any MTA subsidiary or affiliate:

Name: None

Currently employed by: (check as appropriate)

COLT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name: _____

Currently employed by:

COLT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name: _____

Currently employed by:

COLT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(2) Who within the past two (2) years have been LOMPOC TRANSIT or any LOMPOC TRANSIT subsidiary or affiliate employees who were involved on behalf of Contractor with the preparation of this bid/proposal or would be involved in the performance of the contract if it is awarded to Contractor.

Name: None

Currently employed by: _____

COLT


Name:

Currently employed by: _____

O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

P. Does Contractor have a subsidiary or affiliate?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
Q. Is Contractor a subsidiary of another entity?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
R. Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
S. If the answer to P, Q or R is "YES," would Contractor's answers pertaining to Part V Questions A through M above	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>be the same for each such parent, subsidiary, affiliate, firm or legal entity? If not, please provide a full explanation on a separate sheet of paper.</p>	
<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>See Section: _____</p>	

Contractor must sign here:  _____
Authorized Signature

Date: 10/9/18

CONTRACTOR RESPONSIBILITY FORM

Complete and return

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless the Affidavit of No Change applies.)

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____ 201____, before me personally came and appeared _____ by me known to be said person, who swore under oath as follows:

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. I am duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Lompoc Transit Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the LOMPOC TRANSIT to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.



Signature

Sworn to and subscribed to before me
this _____ day of _____, 201____.

Notary Public _____ County
My commission expires: _____

Per Ray does not need to be notarized

*RT
10/9/18*

LOMPOC TRANSIT CONTRACTOR RESPONSIB4ILITY FORM

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF _____)
) SS: COUNTY
OF _____)

On the _____ day of _____ 201____, before me personally came and appeared _____ by me known to be said person, who swore under oath as follows:

- 1. I am _____ of _____. (Print name and title) (Print name of firm)
- 2. I am duly authorized to sign this Affidavit of No Change on behalf of said firm and duly signed this document pursuant to said authorization.
- 3. The Contractor previously submitted a Lompoc Transit Contractor Responsibility Form within one (1) year prior to the date hereof to the Lompoc Transit or an LOMPOC TRANSIT subsidiary or affiliate.
- 4. Attached is an accurate and true copy of such previously submitted LOMPOC TRANSIT Contractor Responsibility Form.
- 5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

- 6. I acknowledge and understand that the previously submitted LOMPOC TRANSIT Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Sworn to and subscribed to before me this _____ day of _____, 201____
Signature _____

Notary Public _____ County
My commission expires: _____

"

Notary Public _____ County
My commission expires: _____

Entity Dashboard

- › [Entity Overview](#)
- › [Entity Registration](#)
 - › [Core Data](#)
 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
- › [Exclusions](#)
 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

J. B. DEWAR, INC.
DUNS: 029326816 CAGE Code: 3P404
Status: Active
Expiration Date: 03/23/2019
Purpose of Registration: All Awards

75 Prado Rd
San Luis Obispo, CA, 93401-7314,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: J. B. DEWAR, INC.
Business Type: Business or Organization
Last Updated By: Robin Ludwig
Registration Status: Active
Activation Date: 03/23/2018
Expiration Date: 03/23/2019

Exclusion Summary

Active Exclusion Records? No



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Michael W. Luther, P.E., Assistant Public Works Director/City Engineer
m_luther@ci.lompoc.ca.us

SUBJECT: Adoption of Resolution No. 6223(18) Approving Vacation of a Public Service Easements at 801 East Ocean Avenue – Conserv Fuel

Recommendation:

Staff recommends the City Council adopt Resolution No. 6223(18), vacating a public service easements at 801 East Ocean Avenue – Conserv Fuel (attached).

Background/Discussion:

On December 14, 2016, the Lompoc Planning Commission adopted Resolution No. 849(16), approving a request from Ken Barton of Fiedler Group, representing Brian Mercer of Moller Retail, Inc., and Lompoc Station Investment, LLC (Property Owner), to demolish the existing service station located at 801 East Ocean Avenue and replace it with a new service station (consisting of an overhead canopy, 10 fueling stations, and 3,560 square foot convenience store).

The conditions of approval for the proposed project require the existing 10-foot wide public road and public utility easement (public service easements) on the easterly property line of the project site be vacated. The existing easement was recorded on August 21, 1945, per Book 651, Page 499 of Official Records. The existing easements have never provided vehicular travel and no public money has ever been expended towards maintenance of the easements. In addition, the existing easements do not contain any public utilities. Therefore, the easements have not been used for the purpose for which they were dedicated. The Property Owner provided Exhibits "A," legal description, and "B," map, attached to Resolution No. 6223(18), in order to process the easements' vacation.

Streets and Highways Code Sections 8331 and 8333 provide procedures for vacating public service easements. Those procedures require a public hearing, unless applicable conditions are met. If applicable conditions are met, then the City Council may "Summarily Vacate" the easement without holding a public hearing.

November 20, 2018

Vacation of a Public Utility Easement at 801 East Ocean Avenue – Conserv Fuel

Page 2 of 2

Since the easements to be vacated have been impassible for vehicular travel, no public money was expended for maintenance, and there are no public utilities within the easements, applicable conditions are met under the Streets and Highway Code Sections 8331 and 8333; and this vacation qualifies for the Summary Vacation process.

Fiscal Impact:

The proposed vacation of the easement does not utilize General Fund resources as the Property Owner is responsible for reimbursing the City for all actual costs to process the proposed easement vacation.

Conclusion:

The Conserv Fuel project has provided the attached Exhibits “A”, legal description, and “B”, map, as required by the Conditions of Approval. The existing easements have not been used for the purpose for which they were dedicated for five consecutive years immediately preceding the proposed vacation. Therefore, it is recommended the City Council adopt Resolution No. 6223(18), to vacate the existing easements.

Respectfully submitted,

Michael W. Luther, P.E., Assistant Public Works Director/City Engineer

APPROVED FOR SUBMITTAL TO THE CITY MANAGER:

Kevin P. McCune, P.E., Public Works Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

Attachment: [Resolution No. 6223\(18\)](#)

RESOLUTION NO. 6223(18)

**A Resolution of the Council of the City of Lompoc,
County of Santa Barbara, State of California,
Approving the Vacation of Public Service Easements at
801 East Ocean Avenue – Conserv Fuel**

WHEREAS, on December 14, 2016, the Planning Commission of the City of Lompoc (City) adopted Resolution No. 849(16), approving a development plan for the demolition of the existing service station and replacement with a new service station (consisting of an overhead canopy, 10 fueling stations, and 3,560-square foot convenience store) at 801 East Ocean Avenue; and

WHEREAS, approval of Resolution No. 849(16) was subject to various conditions, including the condition the existing public road and public utilities easement through the proposed building footprint shall be vacated; and

WHEREAS, the easement recorded for public road and public utilities on August 21, 1945, as recorded in Book 651, Page 499 of Official Records, currently does not contain, and has never been improved as, a public road or contained public utilities; and

WHEREAS, the easements (see Exhibits “A”, legal description, and “B”, map) are no longer needed for public road and utility purposes; and

WHEREAS, pursuant to Section 8331 of the Streets and Highways Code, the City may summarily vacate a street or highway without holding a public hearing if the easement has been impassable for vehicular travel for a period of five consecutive years, and no public money was expended for the maintenance on the street or highway during such time; and

WHEREAS, pursuant to Section 8333 of the Streets and Highways Code, the City may summarily vacate a Public Service Easement without holding a public hearing when the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation; and

WHEREAS, pursuant to Section 8306 of the Streets and Highways Code, a Public Service Easement includes Public Utility Easements; and

WHEREAS, the Owner is responsible for payment of all actual costs to process the proposed public service easements’ vacation, resulting in no cost to the General Fund.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA,
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Based on the foregoing, the City Council finds the existing Public Service Easements described and shown in Exhibits “A” and “B” attached to this Resolution, incorporated herein by this reference (Easement), shall be deemed unnecessary, pursuant to Sections 8331 and 8333 of the Streets and Highways Code and shall therefore be vacated.

SECTION 2. Based on the foregoing and conditioned on the subject property owner paying all City’s actual costs to process the proposed easement vacation, the City Council hereby vacates the Easement.

SECTION 3. Upon proof of the payments required pursuant Section 2., above, the City Clerk is instructed to record a Certified Copy of this Resolution with the Santa Barbara County Recorder.

SECTION 4. This Resolution is effective on the day of its adoption.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following electronic vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

Attachments: 1) [Exhibit “A” Legal Description](#)
2) [Exhibit “B” Map](#)

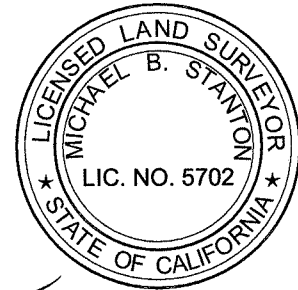
EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT ABANDONMENT


That real property in the City of Lompoc, County of Santa Barbara, State of California being a portion of the property described in the Grant Deed to Lompoc Station Investment, LLC, recorded August 13, 2013, as Document Number 2013-0054585, and shown on the map filed in Book 210 of Records of Surveys at Page 45, both in the Office of the County Recorder of said County, more particularly described as follows:

The easterly 10.00 feet of said property.

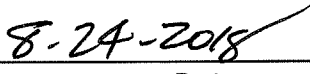
The above described property contains 1,717 square feet, more or less, and is shown graphically on Exhibit "B" attached hereto and incorporated herein.

* * *





Michael B. Stanton, PLS5702



Date

EXHIBIT "B"

2000-0027681

N89°58'14"E 155.00'

2013-0054585

N00°00'00"E 165.00'

N00°00'00"E 165.00'

A STREET

40.00'

10.00'

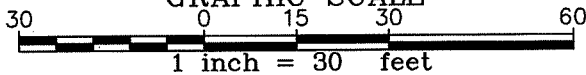
N89°58'14"E 155.00'

50.00'

10' EASEMENT FOR PUBLIC ROAD AND PUBLIC UTILITIES RESERVED PER 651 OR 499

OCEAN AVENUE
(STATE HIGHWAY 246)

GRAPHIC SCALE



M:\15-075 801 Ocean Ave - Lompoc (78 Gas Station)\C3D-2013\15-075 801 E Ocean EASEMENTS.dwg, 8.5X11 ABANDONMENT, Apr 14, 2017 4:15pm, RELIISON



MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

April 14, 2017

JOB #15-075



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Honorable Mayor and Council Members

FROM: Jim Throop, City Manager
j_throop@ca.lompoc.ci.us

SUBJECT: Approval of the Second Amendment to the Legal Services Agreement with Aleshire & Wynder, LLP, to Appoint Jeff Malawy as City Attorney

Recommendation:

Staff recommends the City Council:

- 1) Approve the Second Amendment to the Legal Services Agreement with Aleshire & Wynder, LLP, to appoint Jeff Malawy as City Attorney, effective January 1, 2019 (Attachment 1); or
- 2) Provide other direction.

Background/Discussion:

Joseph W. Pannone has served as the City's City Attorney since November 3, 2009. Several months ago, Mr. Pannone advised the City Council of his decision to reduce his work efforts and no longer serve as City Attorney for Lompoc (or Morro Bay) at the end of this year. Mr. Pannone has expressed his appreciation for the opportunity to serve the Lompoc community as its City Attorney, as well as serving as special counsel to the Lompoc Redevelopment Agency since 1992. During that period, Aleshire & Wynder LLP (Firm), guided the City while it transitioned from an in-house City Attorney and Assistant City Attorney and several separate law firms to being served by one firm with comprehensive municipal law experience and expertise. Since being selected, the City has experienced competitive legal costs, as well as having been provided responsiveness and accountability for all its legal services, because of the Firm's broad range of legal services that meet the City's needs. The Firm not only has expertise and experience with general, everyday legal services needed by local government (Brown Act, Public Records Act, purchasing and contracting), but also handles City legal matters related to personnel, labor negotiations, ethics, public financing (bonds and community facility districts [CFD]), transportation, police and fire, property acquisition and sale, code enforcement, utilities, storm water, airport and public works. Due to the number of years the Firm has served the City, its attorneys have significant institutional knowledge regarding the City and its

activities and needs, which is of great benefit to the community, especially with the recent personnel changes the City has experienced in upper management positions.

In that regard, Jeff Malawy (who started with the Firm as a law clerk in January, 2007, and is now a non-equity partner) has served as Assistant City Attorney since December, 2014, is integrally involved with the City's current Zoning Code Update and provides the City Council and Commission Members with the biennial ethics training required by State law. He also provided services as City Attorney in Mr. Pannone's absence and has been working more frequently with Council Members and various staff during the current transition period.

In addition, the Firm's litigation team for Lompoc, headed by non-equity partner Glen Tucker, has defended and is handling several matters in court for the City. Gina Chung assists the Police Department with requests and legal actions seeking public records, including personnel information. Colin Tanner, an equity partner of the Firm and one of the founding members, as well as Michael Huston, have handled the City's personnel and labor negotiations since March, 2010. June Ailin, another equity partner, assists the City's Successor Agency and the ongoing dissolution process of the former Redevelopment Agency and other matters related to property acquisition, such as the Level 3 property for the new transportation facility. Anita Luck, another non-equity partner, assists the Finance Department with matters such as reissuance of bonds, CFD formation and other financial issues. Nick Dwyer serves as the City Prosecutor, holding office hearings at City Hall, as well as commencing and pursuing court actions when necessary. During the next several years, Mr. Pannone will remain engaged with the Firm, which will make him available to assist Mr. Malawy and staff on matters, as needed. His intention is to assist Mr. Malawy and the City's transition by continuing to provide services for matters with which he is very familiar, such the Bailey Annexation, homelessness issues, etc.

The Firm continues to provide all those services at very competitive hourly rates. The last rate increase of \$10.00 an hour was effective on July 1, 2017. With that, the hourly rates range from \$170 to \$200 and up to \$320 if the City is reimbursed by a private party.

The current agreement with the Firm allows the City to terminate it, at any time. Therefore, the City Council can also consider appointing Mr. Malawy as City Attorney and still decide, now or in the future, to seek proposals from other firms to provide those comprehensive legal services the Firm competently, responsively and efficiently now provides.

Fiscal Impact

No fiscal impact would result from this appointment. If the City Council were to pursue an RFP for city attorney services, then that effort would cost time and resources, as would a new firm coming up to speed on Lompoc and its legal needs, community and environment.

Amendment to City Attorney Agreement

November 20, 2018

Page 3 of 3

Conclusion:

To help ensure the City's operations continue smoothly, effectively and efficiently, the City Council is requested to approve the Second Amendment to the Agreement with Aleshire & Wynder, LLP, appointing Jeff Malawy as City Attorney.

Respectfully submitted,

Jim Throop, City Manager

Attachment: [Second Amendment to Agreement with Aleshire & Wynder, LLP](#)

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY LEGAL SERVICES
CITY OF LOMPOC

This Second Amendment is made and entered into by and between the CITY OF LOMPOC, a municipal corporation, hereinafter referred to as "City," and ALESHIRE & WYNDER, LLP, a California limited liability partnership, hereinafter referred to as "Firm."

WHEREAS, as of December 1, 2009, the parties entered into a contract for the provision of city attorney legal services, which was amended effective July 1, 2015 (collectively, the "Amended Agreement"); and

WHEREAS, the City Council authorized the City Manager to sign this Second Amendment to the Amended Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Firm mutually agree as follows:

1. Effective January 1, 2019, the first sentence of Section 1. of the Amended Agreement is amended to appoint ~~of~~ Jeff Malawy as City Attorney.
2. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.
3. This Second Amendment shall be effective on the date it is signed on behalf of City, as long as it has also been signed on behalf of the Firm.

ALESHIRE & WYNDER, LLP

Dated: _____, 2018

By _____

Joseph W. Pannone
Equity Partner

CITY OF LOMPOC

Dated: _____, 2018

By _____

~~James~~ Throop,
City Manager



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Brian Halvorson, Planning Manager
b_halvorson@ci.lompoc.ca.us

SUBJECT: Adoption of Resolution No. 6228(18) Authorizing an Application Submittal for the California Department of Transportation Sustainable Communities Competitive Grant

Recommendation:

Staff recommends the City Council adopt Resolution No. 6228(18) (Attachment) authorizing the Economic Development Director (Acting) to submit an application to the California Department of Transportation (Caltrans) for its Sustainable Communities Competitive Grant (Caltrans Grant).

Background:

The California Legislature passed Senate Bill (SB) 1 (the Road Repair and Accountability Act of 2017), which is a transportation funding bill to provide a dependable source of funds to maintain and integrate the State's multi-modal transportation system. Approximately \$29 million in SB 1 funds are available for the Caltrans Grant for the Fiscal Year (FY) 2019-20 grant cycle. The SB 1 grant funding is intended to support multi-modal transportation, and land use planning to implement Regional Transportation Plan Sustainable Communities Strategies and achieve the State's greenhouse gas reduction goal.

Planning projects must have a transportation nexus in order to be eligible for the Caltrans Grant. The grant's aim is to improve public health, social equity, environmental justice, and the projects are expected to directly benefit the multi-modal transportation system. The grant program was created to support Caltrans' mission of providing a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. More information about the grant can be found at: http://www.dot.ca.gov/hq/tpp/grant_files/FY_19-20/04_19-20FINALSCGrantApplication.pdf

Discussion:

On October 5, 2018, Caltrans released the final grant guides and call for applications for FY 2019-20 for the grant funding. Planning staff is currently working on a grant application in order to meet the filing deadline of November 30, 2018. In preparation for applying for the Caltrans Grant, staff has been attending local Caltrans workshops and webinars for this grant.

Staff recommends applying for a \$258,500 Caltrans grant to develop a plan to improve the main transportation corridors along Highway 1 (North H Street) and Highway 246 (Ocean Avenue) (Project). The Project will analyze and provide enhanced multi-model transportation opportunities and improved streetscapes to implement various goals and policies of the City's Circulation and Urban Design Elements of the General Plan. Total Project costs are estimated at \$292,000.

The Project is also envisioned to implement the "*complete streets*" program where transportation facilities are planned, designed, operated, and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers, and motorists, appropriate to the function and context of the facilities. The grant process will include a large public participation component that will help shape priorities to address the specific transportation needs in the City.

Fiscal Impact:

The grant requires a minimum local match of 11.47% of the total estimated cost of the project (\$292,000) to receive \$258,500 in grant funding. The local match for the projected grant of \$292,000 is estimated as \$33,500. In accordance with the grant requirements, various resources can be utilized as the local match. Such resources include General Fund discretionary revenues, staff time associated with the grant objectives or other locally available resources such as Measure A funding.

Grant administration, such as paying project costs, tracking grant expenditures, grant reporting or processing grant reimbursement requests, would not be eligible for reimbursement under the grant but would likely use existing staffing resources of the City.

Conclusion:

Adoption of Resolution No. 6228(18) will authorize the Economic Development Director (Acting), or designee, to complete the application for the Caltrans Grant for the Project located along State Highways 1 and 246. If the application is approved by Caltrans, then staff will return to the City Council for approval to use a portion of Measure A funds and/or City staff time to cover the approximate local match of \$33,500.

Respectfully submitted,

Brian Halvorson, Planning Manager

APPROVED FOR SUBMITTAL TO THE CITY MANAGER:

Christie Alarcon, Economic Development Director (Acting)

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

Attachment: [Resolution No. 6228\(18\)](#)

RESOLUTION NO. 6228(18)

A Resolution of the Council of the City of Lompoc, County of Santa Barbara, State of California, Authorizing an Application for the California Department of Transportation Sustainable Communities Grant

WHEREAS, The State of California, California Department of Transportation (Caltrans) has released the final Grant Guides and call for applications dated October 5, 2018, for the Sustainable Communities Competitive Grant (Caltrans Grant); and

WHEREAS, the City of Lompoc (City) desires to apply for the Sustainable Communities Competitive Grant and submit the Fiscal Year (FY) 2019-20 Application Package released by the Caltrans; and

WHEREAS, the City desires to apply for the Caltrans Grant in order to design a multi-modal improvement plan along Highways 1 and 246 (H Street and Ocean Avenue) that represents the needs of the community; and

WHEREAS, the City desires to apply for the Caltrans Grant in order to improve pedestrian/bicycle safety and mobility and provide streetscape enhancements along Highways 1 and 246, which serve as the primary transportation entry corridors to the City; and

WHEREAS, Caltrans is authorized to approve funding allocations for the Caltrans Grant, subject to the terms and conditions of the Grant Application Guidelines; and

WHEREAS, Caltrans requires recipients of the Caltrans Grant to allocate matching funds of 11.47%, which local match may come from General Fund discretionary revenues, staff time associated with the grant objections, and other local resources such as Measure A funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Economic Development Director (Acting), or designee, is hereby authorized and directed to apply for, and submit to Caltrans, application for the FY 2019-20 Sustainable Communities Competitive Grant in the amount of approximately \$258,500 for a project totaling approximately \$292,000.

SECTION 2. The Economic Development Director (Acting), or designee, is authorized to execute the Caltrans application package and grant documents as required by Caltrans for participation in the Sustainable Communities Competitive Grant.

SECTION 3. Effective Date. This Resolution is effective on the day of its adoption.

The foregoing Resolution was proposed by Councilmember _____, seconded by Councilmember _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

ORDINANCE NO. 1654(18)

**An Ordinance of the City of Lompoc
County of Santa Barbara, State of California,
Amending the Effective Date of Ordinance No. 1647(18)**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 4 of Ordinance No. 1647(18) is hereby amended to read as follows:

SECTION 4. This ordinance shall take effect 30 days after that certain Payment of City Services Agreement (Attachment 1 to the October 16, 2018, staff report relating to the adoption of this Ordinance) has been signed by all parties. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this ordinance and shall cause this ordinance to be posted in the manner required by law.

SECTION 2. This ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this ordinance and shall cause this ordinance to be posted in the manner required by law.

The foregoing Ordinance was introduced on October 16, 2018, and duly adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on November 20, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Mayor and Members of the City Council

FROM: Jim Throop, City Manager
j_throop@ci.lompoc.ca.us

Jeff Malawy, Assistant City Attorney
jmalawy@awattorneys.com

SUBJECT: Review of the Need for Continuing the Local Emergency Proclaimed by the City Council on October 2, 2018, Relating to the Clean-up of the Santa Ynez Riverbed

Recommendation:

Staff recommends the City Council review, receive and file, this staff report regarding the need for continuing the local emergency proclaimed by the City Council on October 2, 2018, relating to the clean-up of the Santa Ynez riverbed (Riverbed), and confirm the City Council undertook such review on or before November 15, 2018.

Background and Discussion:

On October 2, 2018, the City Council adopted Resolution No. 6220(18) proclaiming a local emergency relating to the clean-up of the Riverbed.

Government Code section 8630(c) requires the City Council to review the need for continuing the local emergency at least once every 30 days until the City Council terminates the local emergency.

The City Council undertook the first review at the October 16, 2018, City Council meeting.

The City Council undertook a second review on or before November 15, 2018. (See Attachment 1.)

As of today, there is a need to continue the local emergency because the conditions described in the October 2, 2018, City Council staff report and in Resolution No. 6220(18) continue to exist.

Significant amounts of trash, refuse and infectious waste still exist in the Riverbed and continue to pose significant risks to surface water quality and potentially to groundwater and drinking water quality. Additionally, significant dangers still exist related to excavations of the river's bank by the former Riverbed inhabitants, which have potentially compromised the bank's integrity and increased the risk of flow and flood-related damage to the bank, the City's bike path, and the roadway beyond. Clean-up of the homeless encampments is also necessary to discourage re-inhabitation of these areas and associated crime.

Mitigation and clean-up of these conditions continue to require assistance from the Federal, State and/or other local entities. A source for funding the clean-up of the Riverbed still has not been identified. It is crucial for this work to take place prior to the impending rainy season when flows occur in the river, giving rise to the potential for flow and flood-related damage to the banks and mobilizing pollutants in the Riverbed.

Fiscal Impact:

The declaration of a local emergency by the City Council does not have a material fiscal impact on the City or the City's General Fund. The continuation of the declaration with the proposed Resolution No. 6220(18) does not have a material fiscal impact to the City or the City's General Fund.

Conclusion:

For the above reasons, there is a need to continue the local emergency proclaimed by the City Council in Resolution No. 6220(18) on October 2, 2018.

Respectfully submitted,

Jim Throop, City Manager



Jeff Malawy, Assistant City Attorney

Attachment: [November 14, 2018, Review of Need for Continuing Local Emergency](#)



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Honorable Mayor and Members of the City Council

FROM: James Throop, City Manager
j_throop@ci.lompoc.ca.us

SUBJECT: Adoption of Resolution No. 6222(18) to Close City Hall and Suspend Certain Field Operations on December 26, 27, 28, and 31, 2018

Recommendation:

Staff recommends the City Council adopt Resolution No. 6222(18) permitting the closing of City Hall, Library (including Vandenberg Village [VV]), and suspending certain City field operations on December 26, 27, 28, and 31, 2018 (attached).

Background:

The City observes eleven holidays each year, including Christmas Eve and Christmas Day. This year Christmas Eve is on a Monday and Christmas Day is on a Tuesday. Therefore, City Hall is scheduled to be closed on Monday, December 24, and Tuesday, December 25, in observance of the Christmas holidays. Likewise, many other employees engaged in "non-24/7" field operations will observe those holidays as well.

Staff is recommending, in addition to the two holidays that week, City Council approve the closure of City Hall and Library (including VV), on December 26-28 and 31. Likewise, Staff recommends the suspension of certain field operations on December 26-28 and 31.

Discussion:

As one of several strategies to balance the Biennial Budget Fiscal Years 2017-2019 (Budget), the City Council approved the concept of encouraging voluntary furloughs among employees in certain situations where workforce hours could be reduced without significant impact on service levels. Because City Hall and the Library (including VV) are scheduled to be closed December 24-25, and January 1 and low customer traffic volume is expected December 26-28 and 31, staff is recommending City Hall and the Library (and other "non-24/7" field operations) be closed and operations suspended.

At a minimum, a reduction of operating costs will be experienced as a result of the closure. In addition, if any employees do opt to take voluntary furlough (time off without pay), then some labor costs will be avoided. Even if no employees take voluntary furlough time and instead use paid leave for the December 26-28 and 31, period, there will be an eventual savings to the City due to a reduction in leave balances. Employees opting for voluntary furlough will not experience a reduction in accrual of benefits.

Many operations in the City will not be impacted by this measure; 24/7 operations such as police, fire, water treatment, and wastewater treatment will remain on full normal scheduling. Solid Waste collections and landfill operations will continue as normal. Public Transportation (COLT) will operate on a normal schedule to meet the needs of the ridership. Parks with gates will have those gates open and closed by park hosts as normal. The Aquatic Center was already scheduled to close (as it normally does during this time) for annual maintenance. The Dick DeWees Community and Senior Center and Anderson Recreational Center will open for scheduled programs and rentals only with minimal staffing. Certain functions inside City Hall, including payroll, finance, and treasury will operate with minimal staffing. Payments received via mail and the drop box will be processed and bank deposits made. Certain field operations (Streets, Urban Forestry, etc.) will work on standby schedules, as they normally do on holidays and weekends.

Miscellaneous support services (Information Technology, Facilities, Fleet, Human Resources, etc.) may also be staffed as needed. Planning and Building services would be staffed according to customer needs, but again, with the understanding City Hall and the associated counters, as well as the Library, will be closed. For instance, if a construction or development project is at a critical stage or needs a final inspection that particular week, then staff will work to coordinate with those customers who contact them in advance, rather than have their project held up due to the closure.

This concept is not unique to Lompoc; many other cities, including cities larger in size, will be closing their city hall and “non-24/7” field operations for the same entire week. The City also did something similar last year.

For this closure to be successful, several steps must be taken in advance and during that week, including:

- Management staff will conduct Meet-and-Confer with the impacted labor association (IBEW).
- Advance notice will be provided to the public through a variety of means, including lobby postings, website announcements, utility bill messages, social media broadcasts, and traditional media releases.
- Customary utility account shutoffs occur every week for customers with unpaid and delinquent charges. The cutoff process for the week of December 27 will be delayed to the following business week.

Minor variations in the plans listed above and scheduling of employees ultimately remains with the City Manager to make alternate decisions as the needs arise.

Fiscal Impact:

The closure itself and cessation of operations for the four business days, December 26-28 and 31, will yield an estimated savings in the thousands of dollars. Additional labor cost savings will depend on how many employees, if any, opt for voluntary furlough time. Savings due to the closure will be realized in many, if not all, program areas of the City government, including, but not limited to, the General Fund. Budgetary savings are anticipated for the General Fund as one of several cost saving options employed to attempt to balance the Budget.

Conclusion:

Resolution No. 6222(18) will enable the closure of City Hall, Library (including VV), and suspension of certain field operations December 26-28 and 31, 2018. Employees taking time off during that period will either use their accumulated vacation and/or holiday leave during that period, or if they opt to, employees may take voluntary furlough (unpaid time off) without otherwise impacting their benefit accumulation.

Respectfully submitted,

James Throop, City Manager

Attachment: [Resolution No. 6222\(18\)](#)

Jeff M. Malawy

From: Jeff M. Malawy
Sent: Tuesday, November 13, 2018 3:15 PM
To: Bob Lingl; 'j_osborne@ci.lompoc.ca.us'; 'j_mosby@ci.lompoc.ca.us'; 'd_starbuck@ci.lompoc.ca.us'; 'v_vega@ci.lompoc.ca.us'
Cc: j_throop@ci.lompoc.ca.us; Schwab, Teri (T_SCHWAB@ci.lompoc.ca.us); Lawson, Stacy (S_LAWSON@ci.lompoc.ca.us)
Subject: Second Review of Need for Continuing Local Emergency related to Riverbed Cleanup

Mayor and Councilmembers,

As you are aware, the City Council proclaimed a local emergency relating to the clean-up of the Riverbed on October 2, 2018. Government Code section 8630(c) requires the City Council to review the need for continuing the local emergency at least once every 30 days until the City Council terminates the local emergency.

The City Council conducted the first review at the October 16, 2018 City Council meeting.

Please review the following on or before Thursday, November 15, 2018. A consent calendar item to receive and file this review will be on the November 20, 2018 City Council agenda.

As of today, there is a need to continue the local emergency because the conditions described in the October 2, 2018, City Council staff report and in Resolution No. 6220(18) continue to exist.

Significant amounts of trash, refuse, and infectious waste still exist in the Riverbed and continue to pose significant risks to surface water quality and potentially to groundwater and drinking water quality. Additionally, significant dangers still exist related to excavations of the river's bank by the former Riverbed inhabitants, which have potentially compromised the bank's integrity and increased the risk of flow and flood-related damage to the bank, the City's bike path, and the roadway beyond. Clean-up of the homeless encampments is also necessary to discourage re-inhabitation of these areas and associated crime.

Mitigation and clean-up of these conditions continue to require assistance from the Federal, State, and/or other local entities. A source for funding the clean-up of the Riverbed still has not been identified. It is crucial for this work to take place prior to the impending rainy season when flows occur in the River, giving rise to the potential for flow and flood-related damage to the banks and mobilizing pollutants in the Riverbed.

For the above reasons, there is a need to continue the local emergency proclaimed by the City Council in Resolution No. 6220(18) on October 2, 2018.

Thank you.

Jeff Malawy

Assistant City Attorney, City of Lompoc

Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612

Tel: (949) 223-1170 | Dir: (949) 250-5422 | Fax: (949) 223-1180 | jmalawy@awattorneys.com | awattorneys.com

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RESOLUTION NO. 6222(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Approving Closure of City Hall and Suspension of Certain
Field Operations on December 26-28 and 31, 2018**

WHEREAS, the City of Lompoc (City) City Hall and the Library (including Vandenberg Village) will be closed and selected City field operations will be suspended during the Christmas Eve and Christmas Day holiday observances on Monday and Tuesday, December 24-25, 2018; and

WHEREAS, City Hall and the Library (including Vandenberg Village) will be closed and selected City field operations will be suspended during the New Year's Day holiday observance on Tuesday, January 1, 2019; and

WHEREAS, City Hall, the Library (including Vandenberg Village) and selected City field operations may experience an anticipated reduction in customer-driven workload on Wednesday, Thursday, Friday, and Monday, December 26-28, 31, 2018; and

WHEREAS, as one of several strategies to balance the Biennial Budget Fiscal Years 2017-2019, the City Council approved the concept of encouraging voluntary furloughs among employees in certain situations where workforce hours could be reduced without significant impact on service levels; and

WHEREAS, several City employees plan for and/or would prefer to take time off during the holidays to be with family and friends.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. City Hall and the Library (including Vandenberg Village) will be closed and certain City field operations shall be suspended on December 26, 27, 28, and 31, 2018.

SECTION 2. Effective Date. This Resolution is effective on the day of its adoption.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Brad Wilkie, Management Services Director
b_wilkie@ci.lompoc.ca.us

Brian Halvorson, Planning Manager
b_halvorson@ci.lompoc.ca.us

SUBJECT: Public Hearing and Formation of Community Facilities District No. 2018-01 (Summit View Homes) to Fund Certain Public Services and Authorize Certain Related Actions; Adoption of Resolutions No. 6224(18), 6225(18), and 6226(18); Introduction of Ordinance No. 1656(18), all Relating to the District

Recommendation:

Staff recommends the City Council:

- 1) Hold public hearing and take testimony on proposed Community Facilities District No. 2018-01 (CFD No. 2018-01);
- 2) Adopt Resolution No. 6224(18) forming CFD No. 2018-01 (Attachment 1);
- 3) Adopt Resolution No. 6225(18) calling a special election of the qualified electors of the territory to be included in the formation of CFD No. 2018-01 (Attachment 2);
- 4) Conduct a Special Election on the formation of CFD No. 2018-01 during which the City Clerk opens the ballots, tallies the vote, and announces the results of the special election;
- 5) Adopt Resolution No. 6226(18) declaring results of special tax election, determining validity of prior proceedings, and directing recording of Notice of Special Tax Lien (Attachment 3); and
- 6) Introduce Ordinance No. 1656(18) for first reading by title only with further reading waived, levying special taxes within CFD No. 2018-01 (Attachment 4).

Background:

The Mello-Roos Community Facilities Act (Act), California Government Code, section 53311 *et seq.*, was adopted in 1982 by the State of California to provide an alternative means for financing public infrastructure and services following the passage of Proposition 13. The Act has been amended many times to make it an increasingly useful tool, and to add additional requirements to protect the interests of taxpayers, sponsoring public agencies and bond investors. The key feature of the Act is the creation of a financing district empowered to levy special taxes to finance a wide range of public improvements and services. The Act allows any county, city, special district, school district, or joint powers authority to establish a Community Facilities District (CFD). Once formed, a CFD provides a mechanism to finance public improvements and services. The improvements and services may include streets, wastewater collection and treatment systems, other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums, and other cultural facilities. In addition, a CFD can recover expenses of formation and the annual administrative costs of providing for the special taxes and, if issued, bonded debt. The levy of the special tax requires a two-thirds vote of the qualified electors within the boundaries of the proposed CFD. The Act provides the qualified electors are the property owners when less than twelve registered voters reside in the proposed CFD. As such, the Act has become a useful tool for financing public improvements and services in connection with the original development of property.

On July 19, 2016, the City Council approved the 10.05-acre, 44-unit Summit View Homes residential development (Project) located at the intersection of Harris Grade Road and Purisima Road. On August 2, 2016, the City of Lompoc (City) entered into a development agreement with Summit View Homes, LLC. (Developer) that made provisions for the Developer to pay a property tax gap payment (Tax Gap Payment) and an operation and maintenance fee payment (O&M Payment).

The purpose of the Tax Gap Payment is to compensate the City for property tax adjustments made resulting in the City's procurement of only 11% of the property tax base, as opposed to 14.6% of the property tax base, which the City had originally requested from the County of Santa Barbara prior to annexation. The purpose of the O&M Payment is to fund roadway frontage maintenance costs associated with the Project. Additionally, the annual cost for road maintenance and replacement of Purisima Road and Harris Road to Gardengate has been included in CFD No. 2018-01.

The development agreement allows the Tax Gap and the O&M payment obligations to be satisfied by the formation of CFD No. 2018-01 and the levy of an annual special tax on territory within CFD No. 2018-01 in perpetuity. City staff worked with SCI Consulting Group, the City's Special Tax Consultant, and the Developer to determine various aspects of a proposed CFD to fund the services and costs described in the development agreement.

Discussion:

The maximum special tax and the formula for calculating the annual special tax must be approved, first by the City Council, and then by the qualified electors in CFD No. 2018-01 by voting at a special election conducted as a mailed-ballot election. The public services that will be funded by CFD No. 2018-01 are described in Exhibit A of Resolution No. 6224(18) (Attachment 1). Those services include the roadway frontage maintenance and servicing, including repair and replacement within the territory of CFD No. 2018-01 and a contribution to public safety services costs. The special tax will fund services that are in addition to those provided in, or required for, the territory within CFD No. 2018-01 and will not be replacing services already available. The services are necessary to meet increased demands placed upon the City as a result of development occurring in CFD No. 2018-01.

Each fiscal year, the City will determine the maximum special tax rates, the annual special tax requirement, and associated annual special tax rates for CFD No. 2018-01. The special tax will be levied and collected in perpetuity, unless and until such time the City Council determines the revenue is no longer needed and the related services are no longer necessary. The total maximum annual costs (in 2018 dollars) for the services are estimated to be \$26,990 annually. The cost for annual CFD administration is estimated to be \$3,544. CFD formation costs are estimated as \$18,000 and will be recovered in the early years of CFD No. 2018-01. A Homeowner's Association will fund private improvements not within the scope of the CFD such as the annual operation, maintenance, and servicing, including repair and replacement of trees and landscaping within the Project.

On October 16, 2018, the City Council adopted Resolution No. 6201(18) declaring intention to establish CFD No. 2018-01 (resolution of intent), and set November 20, 2018, at 6:30 p.m. as the date and time of the public hearing on whether to form CFD No. 2018-01.

In order to complete the formation proceedings, the following actions are required:

- Holding the public hearing;
- Adopting a resolution of formation of the CFD (Attachment 1);
- Adopting a resolution calling a landowner special tax election for the formation of the CFD (Attachment 2);
- Holding the election, at which time the City Clerk opens the ballots, tallies the vote and announces the results of the election;
- Adopting a resolution declaring results of the landowner special tax election, determining validity of prior proceedings, and directing recording of the notice of special tax lien (Attachment 3); and
- Introducing Ordinance No. 1656(18) to collect the special taxes (Attachment 4).

Pursuant to those actions, City staff, with the assistance of SCI Consulting Group, has completed the following steps in order to facilitate the formation of the CFD:

November 20, 2018

Community Facilities District No. 2018-01 (Summit View Homes)

Page 4 of 5

- The map of the proposed boundary for CFD No. 2018-01 has been sent to the office of the County Recorder for the County of Santa Barbara, State of California, for recordation.
- The CFD election ballot was mailed to the property owner at least 10 days prior to the date of the public hearing. The property owner was asked on the ballot whether they approve or disapprove of having their property included in CFD No. 2018-01.

The resolution of intent also directs staff to prepare a Public Hearing Report (Attachment 5) on the proposed CFD providing a description of the services to be funded by CFD No. 2018-01 and an estimate of the fair and reasonable cost of the services and incidental expenses for the CFD. The Public Hearing Report also includes a map showing the boundaries of the proposed CFD No. 2018-01 and the affected assessor's parcels.

At the next regular Council meeting Ordinance No. 1656(18) will be brought to the Council for second reading and adoption and will become effective 30 days after adoption. Then a notice of special tax lien will be recorded with the County Recorder, resulting in a permanent lien on the assessor's parcels within CFD No. 2018-01. The lien continues in perpetuity unless the City Council terminates the special tax obligation by later actions in accordance with the Act. Those taxes are assessed and paid at the same time real property taxes for each parcel in the Summit View Homes project.

Fiscal Impact:

The City's costs for the formation of CFD No. 2018-01, and annual administration of the CFD will be reimbursed to the City from the special taxes levies imposed by the CFD. Resources to provide for the City's costs of providing the services outlined in the CFD to the Summit View Homes project will be provide from the special taxes levies imposed by the CFD. Those taxes will be paid by all the property owners in the CFD. There will be no impact on the City's finances or on the General Fund for the administration of the CFD or for the CFD to carry out its function of providing services to the Summit View Homes project.

Conclusion:

Adoption of the resolutions and recording of the notice of special tax lien with the County Recorder will complete the proceedings for the formation of CFD No. 2018-01.

Respectfully submitted,

Brad Wilkie, Management Services Director

Brian Halvorson, Planning Manager

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

- Attachments: 1) [Resolution No. 6224\(18\)](#)
2) [Resolution No. 6225\(18\)](#)
3) [Resolution No. 6226\(18\)](#)
4) [Ordinance No. 1656\(18\)](#)
5) [CFD Public Hearing Report](#)

RESOLUTION NO. 6224(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
to Form Community Facilities District No. 2018-01
(Summit View Homes) and to Levy Special Taxes Therein**

WHEREAS, on October 16, 2018, the City Council of the City of Lompoc (City), adopted Resolution No. 6201(18) entitled "Resolution of the City Council of the City of Lompoc Declaring Intention to Establish a Community Facilities District and Authorize the Levy of Special Taxes Therein" (the Resolution of Intention) with respect to Community Facilities District No. 2018-01 (Summit View Homes) (CFD No. 2018-01) of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, California Government Code, section 53311 *et seq.* (Act); and

WHEREAS, the Resolution of Intention incorporates a map of the proposed boundaries of CFD No. 2018-01, states the services to be provided, the cost of providing such services, the rate and method of apportionment of the special tax to be levied within CFD No. 2018-01, is on file with the City Clerk, and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the services to be provided as stated in the Resolution of Intention are set forth in Exhibit A attached hereto and incorporated herein; and

WHEREAS, notice of a public hearing relating to the establishment of CFD No. 2018-01, the extent of the CFD, the financing of certain types of services and all other related matters have been given, and a Public Hearing Report, as ordered by this City Council, has been presented to this City Council and has been made a part of the record of the hearing to establish CFD No. 2018-01, all pursuant to the Act and the Resolution of Intention relating to the proposed formation of CFD No. 2018-01; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of CFD No. 2018-01, the services to be provided therein, and the levy of the special tax were heard, and a full and fair hearing was held; and

WHEREAS, written protests with respect to the formation of CFD No. 2018-01, the furnishing of specified types of services, and the rate and method of apportionment of the special taxes, have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of CFD No. 2018-01 or property owners of one-half or more of the area of land within CFD No. 2018-01 and not exempt from the proposed special tax; and

WHEREAS, the special tax proposed to be levied in CFD No. 2018-01 to pay for the proposed services to be provided therein has not been eliminated by protest by 50% or more of the registered voters residing within the territory of CFD No. 2018-01 or the owners of one-half or more of the area of land within CFD No. 2018-01 and not exempt from the special tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals Correct. The foregoing recitals are true and correct.

SECTION 2. No Majority Protest. The proposed special tax to be levied within CFD No. 2018-01 has not been precluded by majority protest pursuant to Section 53324 of the Act.

SECTION 3. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of CFD No. 2018-01 and the levy of the special tax have been duly considered, and are hereby found and determined to be valid and in conformity with the Act.

SECTION 4. Name of CFD. The community facilities district designated “Community Facilities District No. 2018-01 (Summit View Homes)” of the City is hereby established pursuant to the Act.

SECTION 5. Boundaries of CFD. The boundaries of CFD No. 2018-01 are as set forth in the map, which has been sent to the office of the County Recorder for the County of Santa Barbara, State of California, for recordation.

SECTION 6. Description of Services. The type of services proposed to be financed by CFD No. 2018-01 and pursuant to the Act shall consist of those items listed as services in Exhibit A hereto and by this reference incorporated herein (Services).

SECTION 7. CFD Public Hearing Report. The CFD Public Hearing Report, as now submitted, shall stand as the CFD Public Hearing Report for all future proceedings and all terms and contents are approved as set forth therein.

SECTION 8. Special Tax.

- a. Except to the extent that funds are otherwise available to CFD No. 2018-01 to pay for the Facilities and Services, a special tax (Special Tax) sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all nonexempt real property in CFD No. 2018-01, is intended to be levied annually within CFD No. 2018-01, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by the City Council.
- b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within CFD No. 2018-01, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and by this reference incorporated herein.

SECTION 9. Responsible Official. The City Manager, located 100 Civic Center Plaza, Lompoc, California, 93436, telephone number (805) 736-1261, or designee, will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

SECTION 10. Special Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in CFD No. 2018-01 and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied, and the lien canceled in accordance with law or until collection of the tax by the City ceases.

SECTION 11. Election. Pursuant to the provisions of the Act, the proposition of the levy of the special tax specified above shall be submitted to the qualified electors of CFD No. 2018-01 at an election the time, place and conditions of which election shall be as specified by a separate resolution of the City Council.

SECTION 12. Effective Date. This Resolution is effective on the day of its adoption.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

Attachments: Exhibit A Description of Services Funded by the CFD
Exhibit B Rate and Method of Apportionment of Special Tax

EXHIBIT A

DESCRIPTION OF SERVICES TO BE FUNDED BY THE CFD

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

The types of services to be funded by the CFD ("Services") shall include:

- 1) The annual operation, maintenance, and servicing, including repair and replacement of streets, parkways, roads, sidewalks, curbs, gutters, street lighting, signals, street signage, storm drainage;
- 2) Fire protection and suppression services, and ambulance and paramedic services;
- 3) Police protection services, including, but not limited to, criminal justice services;
- 4) Any incidental expenses authorized by the Act including the costs associated with the formation and annual administration of the CFD; and
- 5) Any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF LOMPOC Community Facilities District No. 2018-01 (Summit View Homes)

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2018-01 (CFD) of the City of Lompoc (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate described herein.

A. DEFINITIONS

“Acre” means each acre of the land area making up an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means the actual or estimated costs incurred by the City to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs authorized by the Act.

“Annual Escalation Factor for Maintenance Service Costs” means an amount equal to the percentage change in the Construction Cost Index as published by the Engineering News-Record (ENRCCI) for the twelve months ending in January, as published in January of the preceding year, or 4%, whichever is greater. If the ENRCCI at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

“Annual Escalation Factor for Non-Maintenance Service Costs” means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim, CA, metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve months ending in January, as published in January of the preceding year, or 4%, whichever is greater. If the CPI-U at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County of Santa Barbara for purposes of identification.

“Annual Special Tax” means the annual Special Tax, determined in accordance with Section D below to be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Base Year” means the Fiscal Year ending June 30, 2019.

“Building Permit” means a single permit or set of permits required to construct an entire structure.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

“CFD” or **“CFD No. 2018-01”** means Community Facilities District No. 2018-01 (Summit View Homes) of the City of Lompoc.

“City” means the City of Lompoc.

“City Council” means the City Council of the City of Lompoc, acting as the legislative body of the City and the CFD.

“County” means the County of Santa Barbara, California.

“County Assessor” means the Santa Barbara County Assessor.

“Developed Residential Property” means all Assessor Parcels of Developed Property for which a Building Permit has been issued prior to April 1 of the preceding Fiscal Year for construction of a Residential Unit.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Land Use Classification” means any of the classes listed in Section B(1).

“Maximum Special Tax” means the greatest amount of Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Owner Association Property” means any property within the boundaries of the CFD owned by a homeowner association or property owner association, including any master or sub association.

“Public Property” means any property within the boundaries of the CFD that is either (i) owned by the federal government, the State of California, the City, the County, another public agency, or a private nonprofit organization that owns and is responsible for conservation of open space areas, or (ii) encumbered by an easement owned by any such public agency or private organization which easement makes the development of such property impractical. Notwithstanding the foregoing, a leasehold or other possessory interest in any such property which is subject to taxation pursuant to Section 53340.1 of the Act shall not constitute “Public Property.”

“Residential Unit” means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units. An accessory residential dwelling unit that shares a Parcel with a Single Family Detached Residential Unit shall not be considered as a Residential Unit for the purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services” means the services authorized to be funded by the CFD as described in the Resolution of Intention for the CFD.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for the CFD to i) provide the Services; ii) pay for reasonable Administrative Expenses; iii) repayment of the cost of the CFD formation; iv) pay any amounts required to establish or replenish any reserve funds, and v) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“State” means the State of California.

“Taxable Property” means any Assessor's Parcel that is not Tax-Exempt Property.

“Tax-Exempt Property” means any Parcel within the CFD which is not Developed Residential Property or Undeveloped Property, and includes Public Property and Owner Association Property.

“Undeveloped Property” means any Assessor's Parcel which is not Tax-Exempt Property, and for which no Building Permit has been approved and issued by April 1 of the previous Fiscal Year.

B. DETERMINATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

1. **Classification of Parcels.** Each Fiscal Year, using the Definitions above and the Parcel records of the County Assessor's Secured Tax Roll of July 1, the City shall cause each Parcel of land in the CFD to be classified as Developed Residential Property, Undeveloped Property, Owner Association Property, or Tax-Exempt Property.
2. **Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax for the upcoming Fiscal Year for each Land Use Classification.

Land Use Classification	Base Year Maximum Tax
Developed Residential Property	\$775 per Residential Unit
Undeveloped Property	\$2,620 per Acre
Owner Association Property	\$0
Tax-Exempt Property	\$0

3. **Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to private use, it shall become subject to the Special Tax.
4. **Nonresidential Developed Property.** In the event that any property is converted to nonresidential developed property, it shall become subject to the special tax at an amount equal to the special tax for undeveloped property.

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2019 and each January thereafter, the Maximum Special Tax shall be adjusted each fiscal year by the weighted average of the Annual Escalation Factor for Maintenance Service Costs (50%) and the Annual Escalation Factor for Non-Maintenance Service Costs (50%). Each annual adjustment of the Maximum Special Tax shall become effective for the following Fiscal Year.

D. DETERMINATION OF THE ANNUAL SPECIAL TAX

Commencing with the Base Year, and for each subsequent Fiscal Year, the City Council shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Residential Property at up to 100% of the applicable Maximum Special Tax to fund the Special Tax Requirement.

If additional revenues are needed to provide the 1) Maintenance Services; 2) Road Maintenance Costs; 3) pay anticipated Administrative Expenses; and 4) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year, the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property.

Under no circumstances will the Annual Special tax levied against any Assessor's Parcel of Developed Property increase by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the preceding, the amount of Annual Special Tax levied upon any Developed Property and Undeveloped Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the City or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the City Manager or his or her designee, appealing the levy of the Special Tax on the subject property. The City Manager or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant, and decide the merits of the appeal. If the findings of the City Manager or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the City Manager or his or her designee shall be referred to the City Manager, and the City Council and the decision of the City Council shall be final and binding on all parties.

Interpretation may be made by resolution of the City Council for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate, or application of the method of apportionment, or classification of properties or any definition applicable to the CFD.

H. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The City shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year. However, the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the City or as otherwise determined appropriate by the CFD Administrator.

RESOLUTION NO. 6225(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Calling a Special Tax Election and Submitting to the
Qualified Electors the Question of Levying A Special Tax within
Community Facilities District No. 2018-01 (Summit View Homes)**

WHEREAS, on October 16, 2018, the City Council of the City of Lompoc (City), adopted Resolution No. 6201(18) entitled "Resolution of the City Council of the City of Lompoc Declaring Intention to Establish a Community Facilities District" (the Resolution of Intention) with respect to Community Facilities District No. 2018-01 (Summit View Homes) (CFD No. 2018-01) of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, California Government Code, section 53311 *et seq.* (Act); and

WHEREAS, on November 20, 2018, the City Council adopted Resolution No. 6624(18) entitled "A Resolution of the City Council of the City of Lompoc to Form a Community Facilities District" (the Resolution of Formation); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, a proposition to authorize the levy of special taxes within CFD No. 2018-01 is to be submitted to the Qualified Electors of CFD No. 2018-01 as required by the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Qualified Electors. The City Council has heretofore found fewer than twelve persons have been registered to vote within the territory of CFD No. 208-01 for the 90 days preceding the close of the public hearing heretofore held by the City Council for the purposes of these proceedings. Accordingly, the vote shall be by the landowners within CFD No. 2018-01 (the Qualified Electors), and each qualified elector at the close of such public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre they own within CFD No. 2018-01.

SECTION 2. Election Process. The ballot related to the levy of the CFD special tax shall be submitted to the Qualified Electors at a special election to be held on November 20, 2018, immediately following the adoption of this resolution. Such election shall be a special election to be conducted by the City Clerk (hereinafter referred to as the Election Official). If the proposition for the levy of the special tax receives the approval of more than two-thirds of the votes cast on the proposition, the special tax thereby approved may be levied as provided for in the Resolution of Formation.

SECTION 3. Petition on File. There is on file with the City Clerk a Petition, Consent and Waiver executed by each qualified elector of CFD No. 2018-01 requesting a shortening of the time for the special election in order to expedite the process of formation of the

CFD and unanimously waiving any requirement for analysis and arguments in connection therewith.

SECTION 4. Conduct of the Election. The Election Official has consented to conduct the special election on November 20, 2018, which date is less than 125 days following the adoption of the Resolution of Formation. The special election shall be conducted by personally delivered or mailed ballots and in accordance with the provisions of law regulating elections of CFD No. 2018-01 insofar as such provisions are determined by the City Clerk to be applicable. The voted ballots shall be returned to the City Clerk not later than 4:30 p.m. on November 20, 2018; provided that if all of the Qualified Electors have voted prior to such time, the election may be closed by the City Clerk.

SECTION 5. Ballot. The form of the ballot for the election is attached hereto as Exhibit A and by this reference incorporated herein. The Election Official shall cause a ballot to be delivered to each of the Qualified Electors of CFD No. 2018-01. Each ballot shall indicate the number of votes to be voted by the respective qualified elector based upon the number of acres of land or portion thereof that he or she owns within CFD No. 2018-01. The identification envelope for return of the ballot shall be enclosed with the ballot, shall have the postage prepaid and shall contain: i) the name and address of the qualified elector; ii) a declaration, under penalty of perjury, stating the qualified elector is the owner of record, or the authorized representative thereof, and is the person whose name appears on the identification envelope; iii) the printed name, signature and address of the qualified elector; iv) the date of signing and place of execution of the declaration described above; and v) a notice the envelope contains an official ballot and is to be opened only by the canvassing board. Analysis and arguments with respect to the ballot proposition are hereby waived.

SECTION 6. Vote. The appropriate mark on the ballot placed in the voting square after the word "YES" shall be counted in favor of the adoption of the proposition, and the appropriate mark placed in the voting square after the word "NO" in the manner as authorized, shall be counted against the adoption of such proposition.

SECTION 7. Receiving Ballots. The Election Official shall accept the ballots of the Qualified Electors in the Office of the City Clerk upon and prior to 4:30 p.m. on November 20, 2018, whether the ballots are personally delivered or received by mail.

SECTION 8. Election Procedure. The Election Official is hereby authorized to take any and all steps necessary for holding the above special election. The Election Official shall perform and render all services and proceedings incidental to, and connected with, the conduct of the special election, including but not limited to, the following:

- A. Prepare and furnish the necessary election supplies for the conduct of the election.

- B. Cause to be printed the requisite number of official ballots, tally sheets, and other necessary forms.
- C. Furnish official ballots for the Qualified Electors of CFD No. 2018-01.
- D. Cause the official ballots to be presented to the Qualified Electors, as required by law.
- E. Receive the returns of the election and supplies.
- F. Sort and assemble the election material and supplies in preparation for the canvassing of the returns.
- G. Canvass the returns of the election.
- H. Furnish a tabulation of the number of votes given in the election.
- I. Conduct and handle all other matters relating to the proceedings and conduct of the election in the manner and form as required by law.

SECTION 9. Effective Date. This Resolution is effective on the day of its adoption.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

Attachment: Exhibit A Official Ballot Special Tax Election

EXHIBIT A

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed postage-paid envelope to the Office of the City Clerk no later than 4:30 p.m. on November 20, 2018, either by mail or in person. The Office of the City Clerk is located at 100 Civic Center Plaza, Lompoc, California, 93436.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk for the City of Lompoc and obtain another.

<p>BALLOT MEASURE: Shall special taxes be levied annually on taxable property within the City of Lompoc Community Facilities District No. 2018-01 (Summit View Homes), County of Santa Barbara, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. 6201(18) adopted by the City Council on October 16, 2018, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. 6201(18)?</p>	<p>YES: _____</p> <p>NO: _____</p>
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By execution in the space provided below, I hereby declare under penalty of perjury the voter listed below is the owner of record, or authorized representative of the landowner, entitled to vote this ballot. I also confirm the waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Subdivisions 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 11

Property Owner: MC Summit 44, LLC
c/o: McCarthy Companies
Attention: Tony Koeijamns, Chief Operating Officer
Address: 721 East Main Street
Ventura, CA 93001

By: _____
Signature: _____
Title: _____

RESOLUTION NO. 6226(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Declaring Results of Special Tax Election, Determining Validity of Prior
Proceedings, and Directing Recording of Notice of Special Tax Lien for
Community Facilities District No. 2018-01 (Summit View Homes)**

WHEREAS, in proceedings heretofore conducted by the City Council of the City of Lompoc (City), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Government Code, section 53311 *et seq.* (Act), has previously undertaken proceedings to create and did establish the City of Lompoc Community Facilities District No. 2018-01 (Summit View Homes) (CFD No. 2018-01) pursuant to the terms and provisions of the Act; and

WHEREAS, the City Council has heretofore adopted a resolution calling a special election of the qualified electors in the territory of land of CFD No. 2018-01 as authorized by and in accordance with the Act; and

WHEREAS, the City Council did call for, and order to be held, an election to submit to the qualified electors within CFD No. 2018-01 a proposition relating to the levy of special taxes within the CFD; and

WHEREAS, all requirements, including but not limited to any time limit, pertaining to the conduct of the special election have been waived by unanimous consent of the qualified electors of CFD No. 2018-01 as authorized by the Act, which executed Landowner Petition, Waiver and Consent from each qualified elector is on file with the City Clerk and with the concurrence of the City Clerk as the designated election official (the Election Official) conducting the election; and

WHEREAS, as authorized by the unanimous waiver of special election requirements by all qualified electors pursuant to the Act (California Government Code subdivision 53326(a)), the special election is by ballot mailed with the Notice of Public Hearing to all of the property owners within CFD No. 2018-01 by the Election Official, to be tabulated by the Election Official at 4:30 p.m. or as soon thereafter at the close of the public hearing on November 20, 2018; and

WHEREAS, the Election Official has certified a ballot in the form set forth in Exhibit A attached hereto was caused to be delivered to each of qualified electors in CFD No. 2018-01, each ballot indicated the number of votes to be voted by the respective landowner to which it pertains, each ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot, and the envelopes to return the ballots were enclosed with the ballots, and the materials delivered contained the following: i) the name and address of the landowner, ii) a declaration, under penalty of perjury, stating the voter is the owner of record or authorized representative of the landowner

entitled to vote and is the person whose name appears on the envelope, iii) the printed name, signature and address of the voter, iv) the date of signing and place of execution of the declaration pursuant to clause (ii) above, and v) a notice the envelope contains an official ballot; and

WHEREAS, the City Clerk accepted the ballots of the qualified electors in her office upon and prior to 4:30 p.m. on November 20, 2018, or as soon thereafter as the matter could be heard, which is the special election date, whether the ballots are personally delivered or received by mail. The City Clerk also made available ballots to be marked at her office on the election day by qualified electors; and

WHEREAS, the City Clerk has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City Council has reviewed that canvass and hereby approves it; and

WHEREAS, at this time the election has been held, and the measure voted upon. The measure did receive the favorable votes of at least 2/3^{rds} of the qualified electors within CFD No. 2018-01, and the City Council desires to declare the results of the election in accordance with the provisions of the Elections Code of the State of California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are all true and correct.

SECTION 2. Issues Presented. The issues presented at the special election were the levy of a special tax within CFD No. 2018-01 pursuant to Resolution No. 6224(18) (the Resolution of Formation).

SECTION 3. Canvass and Issues Approved. The City Council hereby approves the Canvass and finds it shall be a permanent part of the record of its proceedings for CFD No. 2018-01. Pursuant to the Canvass and Statement of Results of Election, the ballot proposition presented at the special election was approved by the qualified electors of CFD No. 2018-01 by more than two-thirds of the votes cast at the special election. The City Clerk is hereby directed, pursuant to the provisions of the Elections Code of the State of California, to enter in the minutes the results of the election as set forth in the Canvass and Statement of Results of Election.

SECTION 4. Proceedings Approved. Pursuant to the voter approval, CFD No. 2018-01 is hereby declared to be fully formed with authority to levy the special taxes in accordance with the approved Rate and Method of Apportionment of Special Tax as heretofore

provided in these proceedings and in the Act. It is hereby found all prior proceedings and actions taken by the City Council with respect to CFD No. 2018-01 were valid and in conformity with the Act.

SECTION 5. Notice of Special Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Santa Barbara a notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following adoption by the City Council of this resolution.

SECTION 6. Effective Date. This Resolution is effective immediately upon adoption.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

Attachments: Exhibit A Official Ballot Special Tax Election
Exhibit B Canvass and Statement of Result of Election

EXHIBIT A

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed postage-paid envelope to the Office of the City Clerk no later than 4:30 p.m. on November 20, 2018, either by mail or in person. The Office of the City Clerk is located at 100 Civic Center Plaza, Lompoc, California, 93436.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk for the City of Lompoc and obtain another.

BALLOT MEASURE: Shall special taxes be levied annually on taxable property within the City of Lompoc Community Facilities District No. 2018-01 (Summit View Homes), County of Santa Barbara, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. 6201(18) adopted by the City Council on October 16, 2018, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. 6201(18)?	YES: _____ NO: _____
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By execution in the space provided below, I hereby declare under penalty of perjury the voter listed below is the owner of record, or authorized representative of the landowner, entitled to vote this ballot. I also confirm the waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Subdivisions 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 11

Property Owner: MC Summit 44, LLC
c/o: McCarthy Companies
Attention: Tony Koeijamns, Chief Operating Officer
Address: 721 East Main Street
Ventura, CA 93001

By: _____
Signature: _____
Title: _____

EXHIBIT B

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in Community Facilities District No. 2018-01 (Summit View Homes) of the City of Lompoc, which election is designated as the Special Tax Election, and the total number of ballots cast and the total number of votes cast for and against the measure are as follows, and the totals as shown for and against the measure are full, true and correct:

	Qualified						
	Landowner	Ballots	Landowner	Votes	Cast	YES	NO
	Ballots	Cast	Votes	Cast	YES	NO	
City of Lompoc Community Facilities District No. 2018-01 Special Tax Election November 20, 2018	<u>1</u>	<u> </u>	<u>11</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

BALLOT MEASURE: Shall special taxes be levied annually on taxable property within the City of Lompoc Community Facilities District No. 2018-01 (Summit View Homes), County of Santa Barbara, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. 6201(18) adopted by the City Council on October 16, 2018, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. 6201(18).

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 20th day of November 2018.

CITY OF LOMPOC

Stacey Haddon, City Clerk

Ordinance No. 1656(18)

**An Ordinance of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Levying Special Taxes Within
Community Facilities District No. 2018-01 (Summit View Homes)**

WHEREAS, on October 16, 2018, the City Council of the City of Lompoc (City) adopted a Resolution No. 6201(18) entitled "A Resolution of the City Council of the City of Lompoc of Intention to Establish a Community Facilities District (the Resolution of Intention), has conducted proceedings (the Proceedings) to establish Community Facilities District No. 2018-01 (Summit View Homes) (CFD No. 2018-01), of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, California Government Code, section 53311 *et seq.* (the Act) to finance the services described in the Special Tax Lien, attached hereto and incorporated herein (the Services) as provided in the Act; and

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the City Council has held public hearings under the Act relative to the determination to proceed with the formation of CFD No. 2018-01, the rate and method of apportionment of the special taxes to be levied within the CFD to finance a portion of the costs of the Services and at such hearings, all persons desiring to be heard on all matters pertaining to the formation of CFD No. 2018-01 and the levy of such special taxes were heard, substantial evidence was presented and considered by the City Council and full and fair hearings were held; and

WHEREAS, upon the conclusion of the hearings, the City Council adopted Resolution No. 6224(18) Forming Community Facilities District No. 2018-01 (the Resolution of Formation) pursuant to which it completed the Proceedings for the establishment of CFD No. 2018-01, the authorization of the levy of a special taxes with the CFD, and the calling of an election within the CFD on the proposition of levying such special taxes, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, the City Council has found fewer than 12 persons have been registered to vote within the territory of CFD No. 2018-01 for the 90 days preceding the close of the public hearing held by the City Council on November 20, 2018, for the purposes of the Proceedings; accordingly, the vote shall be by the landowners within the CFD (the Qualified Electors), and each qualified elector at the close of the public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that they own within the CFD; and

WHEREAS, on November 20, 2018, a special election was held among the landowner voters within CFD No. 2018-01 at which such voters approved such proposition to levy special taxes by the two-thirds vote required by the Act, which approval has been confirmed by Resolution No. 6226(18).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. By the passage of this ordinance, the City Council hereby authorizes and levies special taxes within CFD No. 2018-01 pursuant to the Act and in accordance with the Rate and Method of Apportionment of Special Tax set forth in the Resolution of Formation, which Rate and Method of Apportionment is by this reference incorporated herein. The special taxes are hereby levied commencing in Fiscal Year 2018-19 and in each fiscal year thereafter until the last fiscal year in which such special taxes are authorized to be levied pursuant to the Rate and Method of Apportionment.

SECTION 2. The City Manager of the City, or designee or employee thereof of the City, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within CFD No. 2018-01, in the manner and as provided in the Resolution of Formation.

SECTION 3. Exemptions from the levy of the special taxes shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the special taxes be levied on any parcel within CFD No. 2018-01 in excess of the maximums specified in the Resolution of Formation.

SECTION 4. All of the collections of the special taxes shall be used as provided in the Act and in the Resolution of Formation, to pay, in whole or in part, the cost of providing the Services and incidental expenses pursuant to the Act, the payment of the costs of the City in administering CFD No. 208-01, and the costs of collecting and administering the special taxes.

SECTION 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the City Council may provide for other appropriate methods of collection by resolution(s) of the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The City Manager of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Santa Barbara in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Santa Barbara for Fiscal Year 2018-19 and for each fiscal year thereafter as authorized.

SECTION 6. If for any reason any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within CFD No. 2018-01, by a Court of competent jurisdiction, then the balance of this ordinance and the application of the special tax to the remaining parcels within CFD No. 2018-01 shall not be affected.

SECTION 7. This ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this ordinance and shall cause this ordinance to be posted in the manner required by law.

This Ordinance was introduced on November 20, 2018, and duly adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on _____, 2018, by the following electronic vote:

PASSED AND ADOPTED this ___th day of ___ 2018, by the following electronic vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

Attest:

Stacey Haddon, City Clerk
City of Lompoc

Attachment: Notice of Special Tax Lien

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Stacey Haddon, City Clerk
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

NOTICE OF SPECIAL TAX LIEN

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

Pursuant to the requirements of Section 3114.5 of the California Streets and Highways Code and the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (Act), the undersigned City Clerk of the City of Lompoc, County of Santa Barbara, State of California, hereby gives notice (Notice) of the foregoing and a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Lompoc, County of Santa Barbara, State of California. The special tax secured by this lien is authorized to be levied for the purpose of providing the services, including incidental expenses, described in Exhibit A attached hereto and incorporated by this reference herein.

The special tax is authorized to be levied within the City of Lompoc Community Facilities District No. 2018-01 (Summit View Homes) (CFD No. 2018-01), which has now been officially formed, and the lien of special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with the Section 53330.5 of the Act.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in the rate and method of apportionment of the special tax (the Rate and Method) attached hereto as Exhibit B and by this reference incorporated herein. The Rate and Method does not provide for prepayment of the special tax obligation.

Notice is further given, upon the recording of this Notice in the office of the County Recorder of the County of Santa Barbara, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within CFD No. 2018-01, in accordance with Section 3115.5 of the California Streets and Highways Code.

The names of the owners and the assessor's tax parcel numbers of the real property included within CFD No. 2018-01 and not exempt from the special tax are as set forth in Exhibit C attached hereto and by this reference made a part hereof.

Reference is made to the boundary map of the CFD, which has been sent to the office of the County Recorder for the County of Santa Barbara, State of California, for recordation and is the final boundary map of the CFD.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Manager, City of Lompoc, 100 Civic Center Plaza, Lompoc, California, 93436, telephone (805) 736-1261.

Date: _____

By:

Stacey Haddon, City Clerk

EXHIBIT A

DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

The types of services to be funded by the CFD ("Services") shall include:

- 1) The annual operation, maintenance, and servicing, including repair and replacement of streets, parkways, roads, sidewalks, curbs, gutters, street lighting, signals, street signage, storm drainage;
- 2) Fire protection and suppression services, and ambulance and paramedic services;
- 3) Police protection services, including, but not limited to, criminal justice services;
- 4) Any incidental expenses authorized by the Act, including the costs associated with the formation and annual administration of the CFD; and
- 5) Any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF LOMPOC Community Facilities District No. 2018-01 (Summit View Homes)

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2018-01 (CFD) of the City of Lompoc (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate described herein.

A. DEFINITIONS

“Acre” means each acre of the land area making up an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means the actual or estimated costs incurred by the City to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs authorized by the Act.

“Annual Escalation Factor for Maintenance Service Costs” means an amount equal to the percentage change in the Construction Cost Index as published by the Engineering News-Record (ENRCCI) for the twelve months ending in January, as published in January of the preceding year, or 4%, whichever is greater. If the ENRCCI at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

“Annual Escalation Factor for Non-Maintenance Service Costs” means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim, CA, metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve months ending in January, as published in January of the preceding year, or 4%, whichever is greater. If the CPI-U at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County of Santa Barbara for purposes of identification.

“Annual Special Tax” means the annual Special Tax, determined in accordance with Section D below to be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Base Year” means the Fiscal Year ending June 30, 2019.

“Building Permit” means a single permit or set of permits required to construct an entire structure.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

“CFD” or **“CFD No. 2018-01”** means Community Facilities District No. 2018-01 (Summit View Homes) of the City of Lompoc.

“City” means the City of Lompoc.

“City Council” means the City Council of the City of Lompoc, acting as the legislative body of the City and the CFD.

“County” means the County of Santa Barbara, California.

“County Assessor” means the Santa Barbara County Assessor.

“Developed Residential Property” means all Assessor Parcels of Developed Property for which a Building Permit has been issued prior to April 1 of the preceding Fiscal Year for construction of a Residential Unit.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Land Use Classification” means any of the classes listed in Section B(1).

“Maximum Special Tax” means the greatest amount of Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Owner Association Property” means any property within the boundaries of the CFD owned by a homeowner association or property owner association, including any master or sub association.

“Public Property” means any property within the boundaries of the CFD that is either (i) owned by the federal government, the State of California, the City, the County, another public agency, or a private nonprofit organization that owns and is responsible for conservation of open space areas, or (ii) encumbered by an easement owned by any such public agency or private organization which easement makes the development of such property impractical. Notwithstanding the foregoing, a leasehold or other possessory interest in any such property which is subject to taxation pursuant to Section 53340.1 of the Act shall not constitute “Public Property.”

“Residential Unit” means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units. An accessory residential dwelling unit that shares a Parcel with a Single Family Detached Residential Unit shall not be considered as a Residential Unit for the purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services” means the services authorized to be funded by the CFD as described in the Resolution of Intention for the CFD.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for the CFD to i) provide the Services; ii) pay for reasonable Administrative Expenses; iii) repayment of the cost of the CFD formation; iv) pay any amounts required to establish or replenish any reserve funds, and v) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“State” means the State of California.

“Taxable Property” means any Assessor's Parcel that is not Tax-Exempt Property.

“Tax-Exempt Property” means any Parcel within the CFD which is not Developed Residential Property or Undeveloped Property, and includes Public Property and Owner Association Property.

“Undeveloped Property” means any Assessor's Parcel which is not Tax-Exempt Property, and for which no Building Permit has been approved and issued by April 1 of the previous Fiscal Year.

B. DETERMINATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

- 1. Classification of Parcels.** Each Fiscal Year, using the Definitions above and the Parcel records of the County Assessor's Secured Tax Roll of July 1, the City shall cause each Parcel of land in the CFD to be classified as Developed Residential Property, Undeveloped Property, Owner Association Property, or Tax-Exempt Property.
- 2. Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax for the upcoming Fiscal Year for each Land Use Classification.

Land Use Classification	Base Year Maximum Tax
Developed Residential Property	\$775 per Residential Unit
Undeveloped Property	\$2,620 per Acre
Owner Association Property	\$0
Tax-Exempt Property	\$0

- 3. Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to private use, it shall become subject to the Special Tax.
- 4. Nonresidential Developed Property.** In the event that any property is converted to nonresidential developed property, it shall become subject to the special tax at an amount equal to the special tax for undeveloped property.

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2019 and each January thereafter, the Maximum Special Tax shall be adjusted each fiscal year by the weighted average of the Annual Escalation Factor for Maintenance Service Costs (50%) and the Annual Escalation Factor for Non-Maintenance Service Costs (50%). Each annual adjustment of the Maximum Special Tax shall become effective for the following Fiscal Year.

D. DETERMINATION OF THE ANNUAL SPECIAL TAX

Commencing with the Base Year, and for each subsequent Fiscal Year, the City Council shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Residential Property at up to 100% of the applicable Maximum Special Tax to fund the Special Tax Requirement.

If additional revenues are needed to provide the 1) Maintenance Services; 2) Road Maintenance Costs; 3) pay anticipated Administrative Expenses; and 4) cure any

delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year, then the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property.

Under no circumstances will the Annual Special tax levied against any Assessor's Parcel of Developed Property increase by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the preceding, the amount of Annual Special Tax levied upon any Developed Property and Undeveloped Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the City or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the City Manager or his or her designee, appealing the levy of the Special Tax on the subject property. The City Manager or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant, and decide the merits of the appeal. If the findings of the City Manager or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the City Manager or his or her designee shall be referred to the City Manager, and the City Council and the decision of the City Council shall be final and binding on all parties.

Interpretation may be made by resolution of the City Council for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate, or application of the method of apportionment, or classification of properties or any definition applicable to the CFD.

H. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The City shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year. However, the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the City or as otherwise determined appropriate by the CFD Administrator.

EXHIBIT C

DESCRIPTION OF LANDOWNER PROPERTIES

**CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)**

<u>Assessor's Parcel Number</u>	<u>Acres</u>	<u>Property Owner</u>
097-250-034	10.06	MC Summit 44 LLC.



**PUBLIC HEARING REPORT
COMMUNITY FACILITIES DISTRICT No. 2018-01
(SUMMIT VIEW HOMES)**

NOVEMBER 2018

PREPARED FOR:

**CITY COUNCIL
CITY OF LOMPOC**

PREPARED BY:



SCI Consulting Group
4745 MANGLES BOULEVARD
FAIRFIELD, CALIFORNIA 94534
707.430.4300 PHONE
707.430-4319 FAX
www.sci-cg.com

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CITY OF LOMPOC

CITY COUNCIL

Bob Lingl, Mayor
Jim Mosby, Councilmember
Jenelle Osborne, Councilmember
Dirk Starbuck, Councilmember
Victor Vega, Councilmember

CITY MANAGER

Jim Throop

ASSISTANT CITY MANAGER

Teresa Gallavan

MANAGEMENT SERVICES DIRECTOR

Brad Wilkie

PLANNING MANAGER

Brian Halvorson

CITY ENGINEER

Michael Luther

CITY ATTORNEY

Joe Pannone

SPECIAL TAX CONSULTANT

Blair Aas, SCI Consulting Group

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INTRODUCTION

On July 19, 2016, the City of Lompoc (“City”) Council approved the 10.05 acre, 44-unit Summit View Homes residential development (“Project”) located at the intersection of Harris Grade Road and Purisima Road. On August 2, 2016, the City entered into a development agreement with Summit View Homes, LLC. (“Developer”) that made provisions for the Developer to pay a property tax gap payment (“Tax Gap Payment”) and an operation and maintenance fee payment (“O&M Payment”).

The development agreement allows certain costs to be satisfied by the formation of a Mello-Roos Community Facilities District (“CFD”) and the levy of an annual special tax on territory within the CFD in perpetuity. The purpose of the Tax Gap Payment is to compensate the City for property tax adjustments made resulting in the City’s procurement of only 11 percent of the property tax base, as opposed to 14.6 percent of the property tax based which the City had originally requested from the County of Santa Barbara prior to annexation. The purpose of the O&M Payment is to fund roadway frontage maintenance costs associated with the Project. Additionally, the annual cost for road maintenance and replacement of Purisma Road and Harris Road to Gardengate has been included in the CFD as well. Where the development agreement and the CFD has diverged, the Developer has signed a waiver for any changes from the development agreement.

On October 16, 2018, the Lompoc City Council (“Council”) adopt Resolution 6201(18) declaring its intent to establish a CFD for the Summit View Homes development, authorize the levy of the special tax therein, and schedule a public hearing on the matter for November 20, 2018.

This Public Hearing Report (“Report”) was prepared pursuant to California Government Code § 53321.5. The purpose of this Report is to provide the following information at the public hearing:

- Describe the Services to be funded by the CFD; and
- Provide an estimate of the fair and reasonable cost of the Services and incidental expenses for the CFD.

Four important exhibits are attached to this Report. Exhibit A shows the boundaries of the Project and the proposed boundaries of the CFD. Exhibit B is the description of landowner property(ies) included in the formation of the proposed CFD. Exhibit C describes the Services will be financed by the proposed CFD. Exhibit D details the rate and method of apportionment of the proposed special tax.

DESCRIPTION OF CFD BOUNDARIES

The boundaries of CFD No. 2018-01 are described in Exhibit "A," a reduced scale map entitled "Map of Proposed Boundaries of Community Facilities District No. 2018-01." The parcels of real property within the CFD are described more particularly on the assessor's parcel maps that are on file in the Office of the Santa Barbara County Assessor or on maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference. Exhibit B lists the landowner(s) and their respective assessor's parcel number(s) that will participate in the formation.

A full-scale map will be on file in the Office of the City Clerk and recorded with the County Recorder upon adoption of a Resolution of Intention to form the CFD by the City Council.

DESCRIPTION OF SERVICES AND MAXIMUM ANNUAL COST

The types of services to be funded by the CFD ("Services") shall include 1) the annual operation, maintenance, and servicing, including repair and replacement of streets, parkways, roads, sidewalks, curbs, gutters, street lighting, signals, street signage, storm drainage; 2) fire protection and suppression services, and ambulance and paramedic services; 3) police protection services, including, but not limited to, criminal justice services; 4) any incidental expenses authorized by the Act including the costs associated with the formation and annual administration of the CFD; and 5) and any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

The Services are necessary to meet increased demands placed upon the City as a result of development occurring in the CFD. The Special Tax will fund Services that are in addition to those provided in or required for the territory within the CFD and will not be replacing Services already available.

The list of authorized Services to be funded by the CFD are further described in Exhibit C. The Homeowner's Association ("HOA") will fund the annual operation, maintenance, and servicing, including repair and replacement of trees and landscaping with the Project.

As shown in Figure 2 on the following page, the total maximum annual costs (in 2018 dollars) for the Services required to meet the needs of the CFD at buildout are estimated to be \$26,990 annually. The cost for annual CFD administration is estimated to be \$3,544 annually. CFD formation costs will be recovered over a period of time not to exceed \$3,600 per year.

FIGURE 1 – ESTIMATE OF MAXIMUM ANNUAL COST

Cost Component	Maximum Annual Services Cost (2018\$)
Public Safety Services	\$7,781
Maintenance Services	\$4,959
Road Maintenance	\$12,750
Administrative Expense	\$3,544
Contingency (5%)	\$1,500
CFD Formation Cost Recovery	\$3,600
Total Maximum Annual Cost	\$34,133

Source: City of Lompoc; SCI Consulting Group

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The special taxes within the CFD will be levied according to formulas and provisions of the Rate and Method of Apportionment of Special Tax (the "RMA") which is attached as Exhibit D. Commencing with the base year, which is fiscal year 2018-19, special taxes will be collected annually on all residential lots in the CFD for which a building permit was issued prior to April 1 of the preceding fiscal year. If additional revenues are needed in the earlier years of the development, a special tax will be levied on undeveloped property up to one hundred percent of the maximum special tax for undeveloped property.

As shown in Figure 2 below, the maximum special tax rate for developed residential property is \$775 per residential unit. The maximum special tax rate on undeveloped property is \$2,620 per acre. Tax-exempt property shall not be subject to the special tax.

FIGURE 2 – MAXIMUM ANNUAL SPECIAL TAX

	Calc	
Maximum Annual Special Tax Revenue (Base Year)	a	\$34,133
Total Residential Units at Buildout of CFD	b	44
Total Acres within CFD	c	10.05
Maximum Special Tax Rates (Base Year)		
Developed Residential Property (Per Residential Unit)	$d = a / b$	\$775
Undeveloped Property (Per Acre)	$e = a / c$	\$2,620
Tax Exempt Property	f	\$0

Source: City of Lompoc; SCI Consulting Group

OVERVIEW OF THE PROPOSED CFD SPECIAL TAX

This section provides an overview of the structure and administration procedures of the CFD Special Tax. The specific administrative requirements are detailed in Exhibit C - Description of Services to be funded by the CFD and Exhibit D - Rate and Method of Apportionment of the Special Tax.

USE OF SPECIAL TAX PROCEEDS

The special tax will be used solely for the following:

1. The annual operation, maintenance, and servicing, including repair and replacement of streets, parkways, roads, sidewalks, curbs, gutters, street lighting, signals, street signage; storm drainage; and
2. Fire protection and suppression services, and ambulance and paramedic services; and
3. Police protection service, including, but not limited to, criminal justice services; and
4. Any incidental expenses authorized by the Act including the costs associated with the formation and annual administration of the CFD; and
5. Any other miscellaneous or incidental services identified by the City necessary to provide the described services including the collection and accumulation of funds to pay for anticipated services, future repairs and replacements, and cost shortfalls.

The Services are necessary to meet increased demands placed upon the City as a result of development occurring in the CFD. The Special Tax will fund Services that are in addition to those provided in or required for the territory within the CFD and will not be replacing Services already available.

ANNUAL SPECIAL TAX FORMULA

Commencing with FY 2018-19, and for each subsequent fiscal year, the Council will determine the special tax requirement and will levy the annual special tax on each assessor's parcel of developed residential property at up to one hundred percent of the applicable maximum special tax to fund the special tax requirement.

If additional revenues are needed to provide the 1) maintenance services; 2) road maintenance costs; 3) pay anticipated administrative expenses; and 4) cure any delinquencies in the payment of special taxes which have occurred in the prior fiscal Year or pay for reasonably anticipated delinquent special taxes based on the delinquency rate for special taxes levied in the previous fiscal year, the annual special tax shall be levied

proportionately on each assessor's parcel of undeveloped property up to one hundred percent of the maximum special tax for undeveloped property.

ANNUAL INFLATIONARY ADJUSTMENT

The maximum CFD special tax will be annually adjusted for inflation based on the weighted average of two annual escalation factors. The annual escalation factor for maintenance costs (weighted 50 percent), shall be the percentage change in the Construction Cost Index as published by the Engineering News-Record ("ENRCCI") for the twelve months ending in January, as published in January of the preceding year, or 4 percent, whichever is greater. The annual escalation factor for other, non-maintenance costs (weighted 50 percent) shall be the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County metropolitan area ("CPI-U"), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 4 percent, whichever is greater. If the ENRCCI or CPI-U at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

PREPAYMENT OF SPECIAL TAX

Prepayment of the CFD special tax is not authorized.

DURATION OF THE SPECIAL TAX

The CFD special tax will be levied and collected annually beginning in Fiscal Year 2018-19 in perpetuity or until the City determines it no longer needs the special tax proceeds to fund the authorized services of the CFD.

MANNER OF COLLECTION

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. At the City's option, the special tax may be billed directly to property owners.

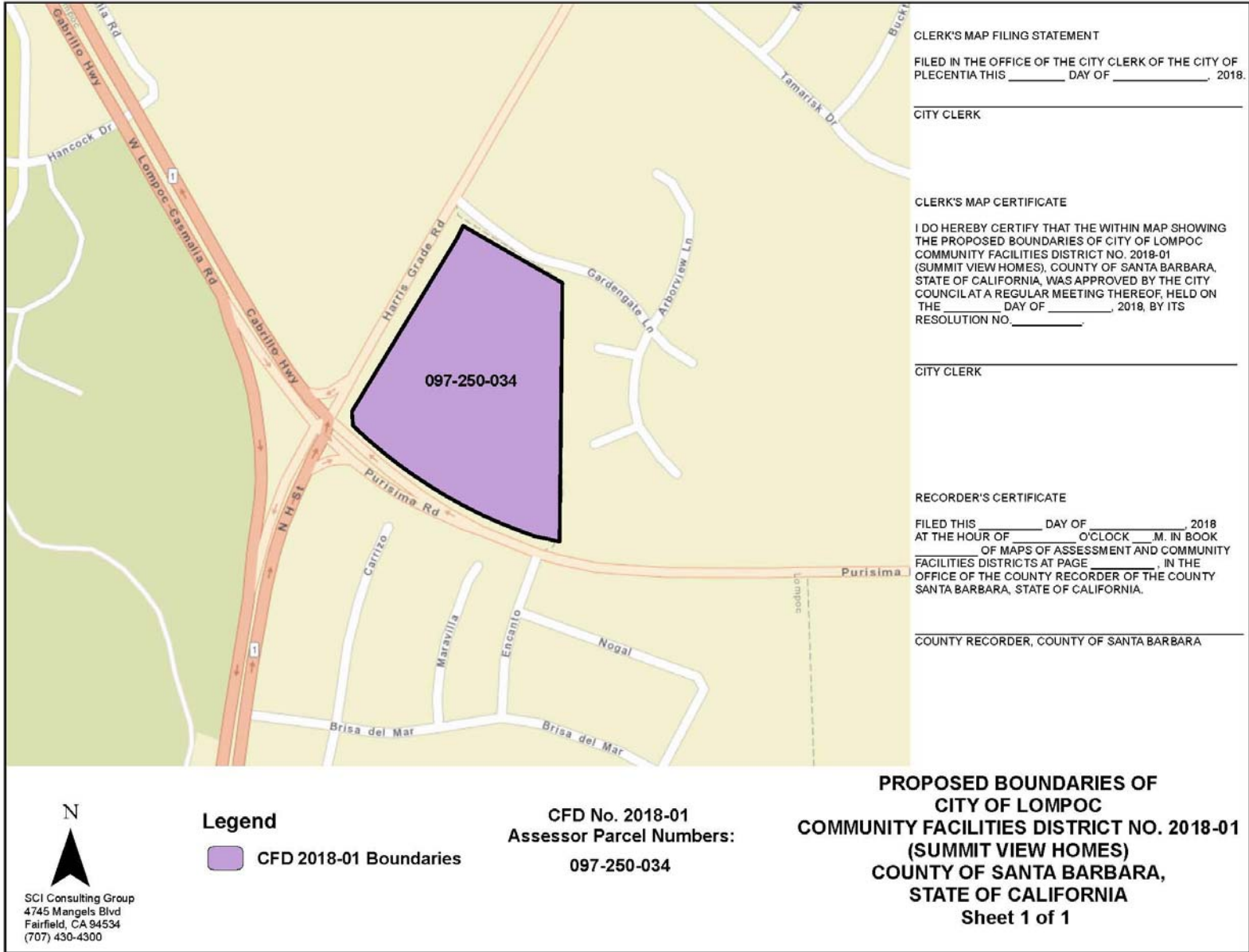
ANNUAL REPORT

In accordance with Government Code § 53343.1, the City Manager, or his or her designee, will file a report with the Council no later 120 days after the last day of each fiscal year. In general, the annual report shall contain (a) the amount of special taxes collected for the year; (b) the amount of special tax proceeds expended for Services and with an identification of the categories of each type of service funded with amounts expended in each category; (c) the amount of special tax proceeds expended on administrative and other incidental costs; (d) and other information required by the Act.

EXHIBIT A – PROPOSED BOUNDARIES OF CFD

CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)

The proposed boundaries of CFD No. 2018-01 include all land on which the Special Tax may be levied. A reduced scale map showing the boundaries of CFD No. 2018-01 is provided herein.



CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PLECENTIA THIS _____ DAY OF _____, 2018.

CITY CLERK _____

CLERK'S MAP CERTIFICATE

I DO HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF LOMPOC COMMUNITY FACILITIES DISTRICT NO. 2018-01 (SUMMIT VIEW HOMES), COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2018, BY ITS RESOLUTION NO. _____.

CITY CLERK _____

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2018 AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY SANTA BARBARA, STATE OF CALIFORNIA.

COUNTY RECORDER, COUNTY OF SANTA BARBARA

EXHIBIT B – DESCRIPTION OF LANDOWNER PROPERTIES

CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)

<u>Assessor's Parcel Number</u>	<u>Acres</u>	<u>Property Owner</u>
097-250-034	10.05	MC Summit 44 LLC.
Total Acres	10.05	
Total Landowner Votes	11	

EXHIBIT C – DESCRIPTION OF SERVICES TO BE FUNDED BY THE CFD

CITY OF LOMPOC
Community Facilities District No. 2018-01
(Summit View Homes)

The types of services to be funded by the CFD ("Services") shall include:

- 1) The annual operation, maintenance, and servicing, including repair and replacement of streets, parkways, roads, sidewalks, curbs, gutters, street lighting, signals, street signage, storm drainage;
- 2) Fire protection and suppression services, and ambulance and paramedic services;
- 3) Police protection services, including, but not limited to, criminal justice services;
- 4) Any incidental expenses authorized by the Act including the costs associated with the formation and annual administration of the CFD; and
- 5) Any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

EXHIBIT D – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF LOMPOC Community Facilities District No. 2018-01 (Summit View Homes)

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2018-01 (the “CFD”) of the City of Lompoc (the “City”) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate described herein.

A. DEFINITIONS

“Acre” means each acre of the land area making up an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means the actual or estimated costs incurred by the City to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs authorized by the Act.

“Annual Escalation Factor for Maintenance Costs” means an amount equal to the percentage change in the Construction Cost Index as published by the Engineering News-Record (“ENRCCI”) for the twelve months ending in January, as published in January of the preceding year, or 4 percent, whichever is greater. If the ENRCCI at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

“Annual Escalation Factor for Non-Maintenance Service Costs” means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County metropolitan area (“CPI-U”), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve months ending in January, as published in January of the preceding year, or 4 percent, whichever is greater. If the CPI-U at any time is no longer available, then a comparable economic indicator, as reasonably determined by City, shall be used.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County for purposes of identification.

“Annual Special Tax” means the annual Special Tax, determined in accordance with Section D below to be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Base Year” means the Fiscal Year ending June 30, 2019.

“Building Permit” means a single permit or set of permits required to construct an entire structure.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

“CFD” or **“CFD No. 2018-01”** means Community Facilities District No. 2018-01 (Summit View Homes) of the City of Lompoc.

“City” means the City of Lompoc.

“Council” means the City Council of the City of Lompoc, acting as the legislative body of the City and the CFD.

“County” means the County of Santa Barbara, California.

“County Assessor” means the Santa Barbara County Assessor.

“Developed Residential Property” means all Assessor Parcels of Developed Property for which a Building Permit has been issued prior to April 1 of the preceding Fiscal Year for construction of a Residential Unit.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Land Use Classification” means any of the classes listed in Section B(1).

“Maximum Special Tax” means the greatest amount of Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Owner Association Property” means any property within the boundaries of the CFD owned by a homeowner association or property owner association, including any master or sub association.

“Public Property” means any property within the boundaries of the CFD that is either (i) owned by the federal government, the State of California, the City, the County, another public agency, or a private nonprofit organization that owns and is responsible for conservation of open space areas or (ii) encumbered by an easement owned by any such public agency or private organization which easement makes the development of such property impractical. Notwithstanding the foregoing, a leasehold or other possessory interest in any such property which is subject to taxation pursuant to Section 53340.1 of the Act shall not constitute “Public Property.”

“Residential Unit” means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units. An accessory residential dwelling unit that shares a Parcel with a Single Family Detached Residential Unit shall not be considered as a Residential Unit for the purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services” means the services authorized to be funded by the CFD as described in the Resolution of Intention for the CFD.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for the CFD to 1) provide the Services; 2) pay for reasonable Administrative Expenses; 3) repayment of the cost of the CFD formation; 4) pay any amounts required to establish or replenish any reserve funds, and 5) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“State” means the State of California.

“Taxable Property” means any Assessor's Parcel that is not Tax-Exempt Property.

“Tax-Exempt Property” means any Parcel within the CFD which is not Developed Residential Property or Undeveloped Property, and includes Public Property and Owner Association Property.

“Undeveloped Property” means any Assessor's Parcel which is not Tax-Exempt Property, and for which no Building Permit has been approved and issued by April 1 of the previous Fiscal Year.

B. DETERMINATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

1. **Classification of Parcels.** Each Fiscal Year, using the Definitions above and the Parcel records of the County Assessor's Secured Tax Roll of July 1, the City shall cause each Parcel of land in the CFD to be classified as Developed Residential Property, Undeveloped Property, Owner Association Property, or Tax-Exempt Property.
2. **Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax for the upcoming Fiscal Year for each Land Use Classification.

Land Use Classification	Base Year Maximum Tax
Developed Residential Property	\$775 per Residential Unit
Undeveloped Property	\$2,620 per Acre
Owner Association Property	\$0
Tax-Exempt Property	\$0

3. **Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to private use, it shall become subject to the Special Tax.
4. **Nonresidential Developed Property.** In the event that any property is converted to nonresidential developed property, it shall become subject to the special tax at an amount equal to the special tax for undeveloped property.

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2019 and each January thereafter, the Maximum Special Tax shall be adjusted each fiscal year by the weighted average of the Annual Escalation Factor for Maintenance Costs (50%) and the Annual Escalation Factor for Non-Maintenance Service Costs (50%). Each annual adjustment of the Maximum Special Tax shall become effective for the following Fiscal Year.

D. DETERMINATION OF THE ANNUAL SPECIAL TAX

Commencing with the Base Year, and for each subsequent Fiscal Year, the Council shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Residential Property at up to one hundred percent of the applicable Maximum Special Tax to fund the Special Tax Requirement.

If additional revenues are needed to provide the 1) Maintenance Services; 2) Road Maintenance Costs; 3) pay anticipated Administrative Expenses; and 4) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year, the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to one hundred percent of the Maximum Special Tax for Undeveloped Property.

Under no circumstances will the Annual Special tax levied against any Assessor's Parcel of Developed Property increase by more than ten (10) percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the preceding, the amount of Annual Special Tax levied upon any Developed Property and Undeveloped Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the City or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels that the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the City Manager or his or her designee, appealing the levy of the Special Tax on the subject property. City Manager or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant, and decide the merits of the appeal. If the findings of the City Manager or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the City Manager or his or her designee shall be referred to the City Manager, and the Council and the decision of the Council shall be final and binding on all parties.

Interpretation may be made by resolution of the Council for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate, or application of the method of apportionment, or classification of properties or any definition applicable to the CFD.

H. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The City shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year. However, the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the City or as otherwise determined appropriate by the CFD Administrator.

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City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Gabriel Garcia, Human Resources Manager
g_garcia@ci.lompoc.ca.us

SUBJECT: Adoption of Resolution No. 6227(18) to Amend the Classification and Compensation Plans to Effect the Various Job Classifications and Salary Ranges Authorized in Biennial Budget Fiscal Years 2017-19

Recommendation:

Staff recommends the City Council adopt Resolution No. 6227(18), which will:

- 1) Approve the new classification of Electric Regulatory Compliance Coordinator, and amend the Classification Plan to include the new classification effective upon approval;
- 2) Approve the revised Electric Utility Manager job title, and amend the Classification Plan to include the revised classification, effective upon approval;
- 3) Approve the revised Electric Utility Engineer job title, and amend the Classification Plan to include the revised classification, effective upon approval;
- 4) Approve the new salary range for the Electric Regulatory Compliance Coordinator job class, and amend the Compensation Plan to include the new salary range effective upon approval;
- 5) Approve the salary adjustment to all the classifications of the Water Treatment Plant Operator series, and amend the Compensation Plan to include the revised salary ranges, effective retroactive to July 1, 2018; and
- 6) Approve the salary adjustment to all the classifications of the Tree Trimmer series, and amend the Compensation Plan to include the revised salary ranges, effective retroactive to July 1, 2018.

Background:

On September 5, 2017, the City Council adopted the Biennial Budget Fiscal Years 2017-19 (Budget). As part of that action, the City Council conceptually authorized several new job classes and salary ranges. In accordance with the program change requests

approved in the Budget, a proposed new classification for an electric regulatory compliance position was authorized in the Utility Department's Electric Utility Division. In order to assign and formally allocate the funding for that position in the Utility Department, a new job class and salary range needs to be established.

On February 21, 2017, the City Council approved the International Brotherhood of Electrical Workers Local Union 1245 (IBEW) Memorandum of Understanding Amendment No. 5 (MOU). As part of the MOU, the City agreed to meet and consult with the IBEW to consider further equity adjustments and reportable income for all the classifications which are a part of the Water Treatment Operator and Tree Trimmer series. Also, in accordance with Public Employments Relations Board (PERB) requirements, the meet and confer process is required to negotiate recommended salary adjustments.

Additionally, amendment to the City's Classification and Compensation Plans is required to include any newly proposed job descriptions and salary ranges. Any amendments to the City's Classification and Compensation Plans require adoption by the City Council and State law requires that action be by resolution.

Lastly, the Utility Department has requested job title changes be made to two job classifications in the Electric Utility Division and one job description in the Utility Department to be consistent with current nomenclature and organizational use.

Discussion:

Electric Utility Compliance Position

As the City Council conceptually approved an electric compliance position in the Budget, and in order to comply with that request, staff researched, reviewed, and developed a newly proposed job specification and salary range for the electrical compliance position to be titled: Electric Regulatory Compliance Coordinator. That position will be responsible for ensuring operations are compliant with the electric industry, Federal, State and local standards, rules and regulations and may direct responsibility for the completion of special projects.

As part of the adopted Budget, the City Council approved a tentative salary range for the proposed position of \$7,027 to \$8,487 per month. The salary range for the above-mentioned new job class took into consideration the City's internal salary relationships *within* job families, *among* related job families, scope of responsibility, and supervisor/subordinate differentials, and market comparable. Therefore, based on those factors, the salary range for Electrical Utility Engineer was determined to be the benchmark, which is \$7,108 to \$8,586 per month. Staff recommends formal approval of the new job classification and salary range, and authorization and approval for a position allocation change in the Utility Department's budget for the newly proposed Electric Regulatory Compliance Coordinator job classification.

Water Treatment Plant Operator and Tree Trimmer Series

During recent months, representatives for the City and representatives of IBEW have met and exchanged proposals concerning wages for the Water Treatment Plant Operator and Tree Trimmer series, respectively. As result of those negotiations, 5% salary range adjustments for the following job classifications are recommended: Water Plant Operator-in-Training, Water Plant Operator I, Water Plant Operator II, Senior Water Plant Operator, Tree Trimmer, Senior Tree Trimmer, and Lead Tree Trimmer. Those salary range adjustments would be effective retroactive to July 1, 2018.

Title Changes

Lastly, the Utility Department has requested title changes to the following classifications: Electrical Utility Manager, and Electrical Utility Engineer. The recommended title changes would make them more consistent with current organizational structure and use. The request is for the following revised job titles: Electric Utility Manager, and Electric Utility Engineer.

Fiscal Impact:

The City Council action adopting Resolution No. 6135(17) at the September 5, 2017, City Council meeting, authorized and appropriated \$273,529 in the Electric Utility Administration Program No. 752ELA for salary, benefits and insurance costs (Account/object numbers 752ELA-511100 to 752ELA-551254) for the electric compliance position. The budgeted appropriations anticipated the position would be funded for the entire Budget cycle. As such, no additional appropriations are required to implement the recommendation for the Electric Regulatory Compliance Coordinator position on a prospective basis for the remainder of the Budget cycle.

The City Council action, adopting Resolution No. 6135(17) at the September 5, 2017, City Council meeting, authorized the continuation of 5 positions in the classifications within the Water Plant Operator *family* and the continuation of 7 positions in the classifications within the Tree Trimmer and Senior Tree Trimmer classifications. At the end of Fiscal Year (FY) 2017-18, 1 Water Plant Operator and a total of 4.2 positions were vacant in the Water Plant Division and 2 positions and a total of 5 positions were vacant in the Tree Trimmer classifications in the Urban Forestry Division. Those vacancies have continued into FY 2018-19 with 1 additional vacancy since June 30, 2018, in the Water Plant Division. Due to the vacancies and the related compensation savings, the Water Utility and the Measure A funded Urban Forestry Division have adequate appropriations for the recommended changes proposed in the Water Plant Operator *family* of classifications and in the Urban Forestry Tree Trimmer and Senior Tree Trimmer job classifications.

While there are significant vacancy savings in those two non-General Fund programs during all of FY 2017-18, and additional vacancies so far during FY 2018-19, if the program was fully staffed at July 1, 2018, then the fiscal impact of the proposed recommendation can be estimated for the remainder of the Budget cycle. For the Water

Plant Operator *family*, the budgeted compensation in the Water Treatment program for the two-year cycle was approximately \$2,745,000. The proposed recommendation for FY 2018-19, assuming no vacancies, would be approximately \$18,000 to \$21,000 or about 0.7% of the compensation portion of the Water Treatment program's budget. For the Tree Trimmer and Senior Tree Trimmer classifications, the proposed recommendation for FY 2018-19, again assuming no vacancies, would be approximately \$25,000 to \$29,000 or about 1.2% of the compensation portion of the Urban Forestry program's budget of \$2,127,000.

In light of the above vacancies in the two divisions, funding is available for the recommended Water Plant Operator *family of* job classification changes in the 751WTR – Water Utility Treatment Division. Funding is also available for the recommended Tree Trimmer and Senior Tree Trimmer job classification changes in the 110UF – Urban Forestry Division. Funding for the Urban Forestry Division is primarily provided from non-General Fund street and road resources such as Measure A, Gas Tax, and other transportation-specific sources.

There is no fiscal impact resulting from the title changes to the various Electric Division job classifications, as there are no salary adjustments associated with those changes.

Conclusion:

Adoption of Resolution No. 6227(18), will effectuate the inclusion of the authorized new and revised job descriptions and salary ranges into the City's Classification and Compensation Plans, and formally allocate the position in the Utility Department's budget.

Respectfully submitted,

Gabriel Garcia, Human Resources Manager

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

Attachment: [Resolution No. 6227\(18\)](#)

RESOLUTION NO. 6227(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Amending the Classification Plan (Rule III) and
Compensation Plan (Rule IV) Effectuating the New Electric
Regulatory Compliance Coordinator Job Classification
and Various Other Revised Job Classifications and Salary Ranges**

WHEREAS, on September 5, 2017, the City Council approved and adopted the Biennial Budget Fiscal Years 2017-19 (Budget); and

WHEREAS, on September 5, 2017, the City Council conceptually authorized and approved an electric compliance position in the Budget; and

WHEREAS, the new job classification of Electric Regulatory Compliance Coordinator and new salary range have been created for the electric compliance position (Exhibit 1); and

WHEREAS, job title changes are recommended for the Electrical Utility Manager, and Electrical Utility Engineer, job classifications (Exhibits 2 and 3); and

WHEREAS, on February 21, 2017, the City Council approved the Memorandum of Understanding (MOU) Amendment No. 5 between the City of Lompoc (City) and the International Brotherhood of Electrical Workers, Local 1245 (IBEW 1245), effective February 21, 2017, through June 30, 2019; and

WHEREAS, on February 21, 2017, the City Council approved and adopted reopeners to the IBEW 1245 MOU to consider equity adjustments to various IBEW-represented job classifications; and

WHEREAS, request has been made for 5% equity adjustments be applied to the salary ranges of the IBEW 1245-represented job classifications of Water Plant Operator-in-Training, Water Plant Operator I, Water Plant Operator II, Senior Water Plant Operator, Tree Trimmer, Senior Tree Trimmer, and Lead Tree Trimmer; and

WHEREAS, Rule III, Section 1 and 2 of the Personnel Rules of the City provide for the adoption, amendment, and revision of the Classification Plan; and

WHEREAS, Rule IV, Section 1 and 2 of the Personnel Rules of the City provide for the adoption, amendment, and revision of the Compensation Plan; and

WHEREAS, the City Council desires to amend the Classification and Compensation Plans and provide funding for the impacts of the amendment to the Compensation Plan (Exhibit 4).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Classification Plan, designated as Exhibit A of Personnel Rule III, Section 1, and the Compensation Plan, designated as Exhibit B of Personnel Rule IV, Section 1 are hereby approved and amended to incorporate the following new job classification and salary range:

New Class Specification	New Salary Range
Electric Regulatory Compliance Coordinator (Job Classification Number to be determined)	\$7,108 - \$8,586 per month

SECTION 2. The Classification Plan, designated as Exhibit A of Personnel Rule III, Section 1 is hereby approved and amended to incorporate the following revised job titles:

Old Job Title	New Job Title
247 Electrical Utility Engineer	Electric Utility Engineer
240 Electrical Utility Manager	Electric Utility Manager

SECTION 3. The Compensation Plan, designated as Exhibit B of Personnel Rule IV, Section 1 is hereby approved and amended to incorporate the following revised salary ranges:

Current Class Specification	Revised Salary Ranges
396 Lead Tree Trimmer	\$3,983 - \$5,011 per month
695 Senior Tree Trimmer	\$3,806 - \$4,785 per month
716 Senior Water Plant Operator	\$4,699 - \$5,925 per month
755 Tree Trimmer	\$3,634 - \$4,565 per month
804 Water Plant Operator-in-Training	\$3,521 - \$4,421 per month
811 Water Plant Operator I	\$4,286 - \$5,398 per month
812 Water Plant Operator II	\$4,487 - \$5,654 per month

SECTION 4. The City's Pay Schedule is hereby approved and amended to incorporate new/revised salary ranges, as outlined in Exhibit 4 attached hereto.

SECTION 5. Personnel Rule IV, Section 4 "Overtime" is amended to include the following classifications ineligible for overtime, except as may be otherwise provided for under the Fair Labor Standards Act:

Electric Regulatory Compliance Coordinator
Electric Utility Engineer
Electric Utility Manager

SECTION 7. Effective Date. This Resolution is effective on the day of its adoption. The IBEW 1245 salary ranges adjustments are effective retroactively to July 1, 2018.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 20, 2018, by the following vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Mayor City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

- Attachments: 1) Exhibit 1: [Electric Regulatory Compliance Coordinator Job Description](#)
2) Exhibit 2: [Electric Utility Engineer Job Description](#)
3) Exhibit 3: [Electric Utility Manager Job Description](#)
4) Exhibit 4: [Amendment to the City's Compensation Plan/Pay Schedule](#)



ELECTRIC REGULATORY COMPLIANCE COORDINATOR

Class Code:
217

Bargaining Unit: MS&C

CITY OF LOMPOC
Established Date: Nov 20, 2018
Revision Date: Oct 31, 2018

SALARY RANGE

\$41.01 - \$49.54 Hourly
\$3,280.72 - \$3,962.88 Biweekly
\$7,108.24 - \$8,586.23 Monthly

DEFINITION/CLASS CHARACTERISTICS:

Under general direction, to plan, monitor, analyze, track and implement regulatory compliance activities within the Electric Division, ensuring operations are compliant with electric industry, Federal, State and local standards, rules and regulations; to prepare a variety of related written comprehensive reports and written documents; and to perform related duties as assigned.

CLASS CHARACTERISTICS: The **Electric Regulatory Compliance Coordinator** is the professional-level single job class responsible for the compliance activities of the electric division. The incumbent performs a variety of compliance, administrative, and operational functions relative to electric operations. The incumbent conducts professional administrative analysis and studies related to federal and state mandated electric industry compliance activities. The position may be assigned direct responsibility for the completion of special projects. The incumbent exercises direct supervision over assigned professional, technical, and clerical personnel. The incumbent receives direction from and is responsible to the Electrical Utility Manager for day-to-day operations.

ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES:

The following duties are typical of this classification. Incumbents may not perform all of the duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Recommends and implements Electric Division's compliance goals and objectives;
- Establishes methods to monitor and ensure Electric Division regulatory compliance;
- Develops and implements policies and procedures;
- Researches and evaluates legislative and regulatory matters that may impact Electric Division and its operations;
- Interprets and applies Federal, State, and local laws, standards and regulations as they relate to environmental, safety and reliability compliance requirements of Electric Utility activities;
- Develops strategies and responses to proposed legislation and regulatory issues;
- Facilitates responses to the appropriate agencies and/or state officials;
- Establishes processes, procedures and programs to monitor electric reliability & safety standards development and informs appropriate staff of changes or additions to industry regulatory requirements and rules;
- Monitors industry best practices and development trends by benchmarking with other utilities to identify compliance practices, procedures and metrics in order to enhance the division's compliance programs and recommends and implements best practices;

- Develops and maintains a tracking and record-keeping program for regulatory compliance filing requirements;
- Analyzes deficiencies and creates and recommends corrective action and mitigation plans including scope, timing and priority of planned response to observations, findings and conclusions of internal and external compliance audits and reviews processes and procedures as they relate to compliance & safety with Federal, State, WECC/NERC and local standards and rules;
- Represents and functions on committees, outside organizations and at staff subcommittees as necessary, and coordinates compliance activities with other divisions and outside agencies;
- Answers questions and provides information to the public;
- Investigates complaints and recommends corrective action as necessary to resolve complaints;
- Partners with staff to develop safety and training programs and initiates and conducts relevant training when appropriate;
- Participates in budget preparation and administration;
- Prepares cost estimates for budget recommendations;
- Submits justifications for compliance activities; and
- Performs related duties as assigned.

TYPICAL QUALIFICATIONS:

EDUCATION AND EXPERIENCE: *Any combination of training, education and experience that demonstrates an ability to perform the duties of the position. The typical qualifying entrance background is:*

Education: A Bachelor's degree from an accredited college or university with major coursework in engineering, business, economics, public administration or a related field; AND

Experience: Two (2) years of increasingly responsible experience administering an energy compliance tracking or regulatory management program, preferably with emphasis on electric reliability standards.

LICENSES/CERTIFICATIONS: Possession of a valid and appropriate California driver's license.

KNOWLEDGE OF: Principles and practices of regulatory compliance associated with the electric utility industry; principles and practices of safety pertaining to electric utility operations and maintenance; principles and practices of technical report writing and documentation; principles and practices of information management systems and complex record-keeping; principles and practices of investigation and record-keeping activities; general principles of supervision and training; principles and methods of developing and presenting training materials; principles of budget monitoring; modern office equipment, methods, procedures, including use of computer hardware and software; pertinent local, State and Federal laws, ordinances and rules; and appropriate safety precautions and procedures.

ABILITY TO: Plan, analyze, implement and report comprehensive regulatory compliance strategies; analyze, interpret and complete special projects complex reports and regulatory agency filings; identify and interpret technical and numerical information and maintain complex records; observe and problem solve operational and technical policy and procedures; interpret and explain pertinent rules, regulations, policies and procedures; interpret and effectively apply Federal, State, and local laws, standards and regulations; develop and recommend policies and procedures related to assigned operations; prepare and make effective training presentations regarding regulatory compliance, both formally and informally; make independent decisions with effectiveness and efficiency; read, write and perform mathematical calculations at a level required for successful job performance; operate a vehicle observing legal and defensive driving practices; understand and carry out oral and written instructions; communicate clearly and concisely, both orally and in writing; supervise, train and evaluate assigned office support staff; and establish and maintain effective working relationships with those contacted in the course of work.

SUPPLEMENTAL INFORMATION:

PHYSICAL AND MENTAL/PSYCHOLOGICAL DEMANDS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

PHYSICAL: Strength: Light-exert force to 25 pounds occasionally or 10 pounds frequently, or negligible force constantly to lift, carry, push, pull, or move objects. May involve significant standing, walking, pushing, and/or pulling. Frequent sitting. Occasional standing, walking, bending, stopping, climbing stairs, reaching at, above and below shoulder level, extending the neck upward, downward and side to side, pushing, pulling, twisting at the waist, handing, gripping, grasping, fingering, typing. **Vision:** visual acuity sufficient to perform the essential functions of the position; must be able to accurately recognize colors; average depth perception needed. **Hearing:** ability to hear/comprehend oral instructions and communication.

MENTAL/PSYCHOLOGICAL: Work cooperatively and interact appropriately with those contacted in the course of work, including the general public, without exhibiting extreme responses; respond appropriately to criticism from a supervisor; read/comprehend complex material; utilize complex math skills; utilize complex writing skills; understand, remember and carry out complex job instructions. Respond quickly to changing situations under emergency pressures; deal with the public, City staff, legislators, and vendors; communicate effectively orally; work under pressure; work within deadlines; supervise other workers; and train other workers.

ENVIRONMENTAL CONDITIONS: Work both indoors and outdoors. Frequent use of computer and other office machines. Occasional drives a motor vehicle and exposure to odors and to slippery or uneven walking surfaces. Occasional exposure to excessive noises, chemicals, solvents, grease, oil, dust, fumes, smoke, gases, and work around machinery. Rarely exposed to flames/smoke and exposure to radiation or electrical energy. Works both alone and with others.



ELECTRIC UTILITY ENGINEER

Class Code:
247

Bargaining Unit: MS&C

CITY OF LOMPOC
Established Date: Sep 1, 1988
Revision Date: Nov 20, 2018

SALARY RANGE

\$41.01 - \$49.54 Hourly
\$3,280.72 - \$3,962.88 Biweekly
\$7,108.24 - \$8,586.23 Monthly

DEFINITION/CLASS CHARACTERISTICS:

Under general direction, the **Electric Utility Engineer** performs difficult, professional electrical engineering office and field work related to the construction, operation and maintenance of the electrical utility system.

This professional engineering class is responsible for designing, reviewing, and coordinating the planning, construction, and maintenance of the City's electrical utility system.

ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES:

The following duties are typical of this classification. Incumbents may not perform all of the duties and/or may be required to perform specific additional or different duties from those set forth below to address business needs and changing business practices.

Designs overhead and underground electrical distribution systems; prepares engineering data, easements, joint-pole authorizations, and material lists for distribution system construction and maintenance work orders; prepares electrical substation and distribution system maps, plans, design drawings, and specifications; prepares labor and material cost estimates and work orders for replacing of existing lines, equipment, poles, and appurtenant hardware, and for new customers services; determines and recommends easements needed to supply electrical service to customers; confers with customers, agencies, staff, and other utilities; develops electrical distribution system computer models; performs electrical system studies and makes design, operation, and maintenance change recommendations; designs and implements a real-time computerized supervisory control and data acquisition (SCADA) systems for the electrical distribution system and substations; provides professional, technical support to other City departments, customers and outside agencies; writes equipment technical specifications; writes and reviews construction and material standards; reviews drawings; performs required calculations; reviews and enforces appropriate electrical codes; conducts field inspections and final review and approval of finished drawings; prepares, executes and administers contracts; performs project management and contract administration for major projects; supervises and inspects contractor work related to the electrical distribution system; resolves construction and contractor conflict issues; oversees the design, budget, scheduling, and construction of electric projects; participates in technical meetings and conferences; meets with suppliers and manufacturers of electrical equipment; evaluates, tests and approves electrical distribution system; prepares complex technical reports involving the construction, maintenance and operation of the electrical system; reviews contractor and customers claims; and performs other related duties as assigned.

TYPICAL QUALIFICATIONS:

Include any combination of training, education and experience which demonstrates an ability to perform the duties of the position. The typical qualifying entrance background is:

EDUCATION/EXPERIENCE: Bachelor's Degree in Electrical engineering from an accredited college or university **AND** three (3) years electrical utility construction, maintenance, and operations experience. Experience using Graphical Information Systems; computer modeling of power systems; SCADA systems; design, operation, and maintenance of electrical distribution systems; project management and contract administration.

LICENSE REQUIRED: Possession of a valid California Professional Electrical Engineers License and California Drivers License.

KNOWLEDGE OF: Electrical engineering; design, operation, and maintenance of electrical distribution systems; electrical engineering theory and principles of electric power distribution; methods, procedures, tools, and equipment used in the construction, maintenance, and operation of underground and overhead electric power distribution lines and related facilities; computerized modeling and evaluation of electrical systems evaluation; GIS systems; SCADA systems; electrical codes and regulations; constructions rules such as G095, G0128, GO 165; contract preparation and administration; project management; modern office equipment, computer office software; power pole loading software; math applicable to electrical engineering; and appropriate safety procedures.

ABILITY TO: Communicate clearly and concisely, orally and in writing; read, interpret, and prepare schematics, drawings, plans, reports, cost estimates, work schedules, and specifications; enter GIS data and create drawings and maps; read, write and perform mathematical calculations at the level required for successful job performance; understand and carry out oral and written instructions; write reports and maintain records; establish and maintain cooperative working relationships with other employees, contractors, and the public; perform complex electrical engineering work; plan and design electrical distribution systems, street lighting, substations and related utility systems; respond effectively to emergency situations; perform computer analysis and evaluation of electrical systems; prepare, execute and administer contracts; resolve difficult contractual situations; manage and implement large projects; coordinate plans and work between various agencies involved in large projects; and operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION:

PHYSICAL AND MENTAL/PSYCHOLOGICAL DEMANDS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

PHYSICAL: Strength: Light-exert force to 25 pounds occasionally, or 10 pounds frequently, or negligible force constantly; may involve significant standing, walking, pushing and/or pulling; frequent fingering, typing; occasional to frequent standing; occasional walking, sitting, bending, stooping, pushing, pulling, handling, gripping, grasping, twisting at the waist, reaching at, above and below shoulder level, extending neck upward, downward and side to side, climbing stairs; and on rare occasion, climbing ladders, crouching, kneeling. **Vision:** Visual acuity which could be corrected sufficiently to perform the essential functions of the position; average depth perception needed. **Hearing:** Effectively hear/comprehend oral instructions and communication.

MENTAL/PSYCHOLOGICAL: Work cooperatively and interact appropriately with those contacted in the course of work, including the general public; read complex material; utilize complex math skills; utilize complex writing skills; understand, remember and carry out complex job instructions; respond quickly to changing priorities; communicate effectively orally and in writing; perform effective multi-tasking; work under pressure; work within deadlines.

ENVIRONMENTAL CONDITIONS: Work is performed indoors; constantly uses a computer, facsimile, electronic copier, and printer; occasional use of an adding machine, calculator and other modern office equipment; occasionally drives City vehicles to attend meetings at various City facilities, meeting sites, and public and private events; occasionally works around machinery and is exposed to excessive noises;

on rare occasion is exposed to slippery or uneven walking surfaces, dust, fumes, gases or odors; and work both alone and with others.



CITY OF LOMPOC
Revision Date: Nov 20, 2018

ELECTRIC UTILITY MANAGER

Class Code:
240

Bargaining Unit: MS&C

SALARY RANGE

\$54.87 - \$66.39 Hourly
\$4,389.95 - \$5,311.14 Biweekly
\$9,511.55 - \$11,507.48 Monthly

DEFINITION/CLASS CHARACTERISTICS:

Under general direction, to plan, supervise and direct the activities of the Electric Division; to participate with other agencies in the procurement, scheduling and delivery of electrical power and energy to the City; and to perform related work as required.

The class of Electric Utility Manager is responsible for the construction, operation and maintenance of an electrical transmission and distribution system. This position may represent the City on various boards and commissions dealing with electrical utility issues.

ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES:

Plans and directs the operation and maintenance of electrical transmission and distribution services; studies and projects long and short range power requirements and analyzes rates; participates with other agencies in the procurement, scheduling and delivery of power and energy to the City; prepares and presents staff reports for City Council, boards and commissions; coordinates the work of crews engaged in the operation and maintenance of electrical transmission and distribution lines and substations; directs the maintenance of structures, buildings and all related facilities of the electrical system; directs and oversees the construction of new electrical transmission and distribution lines and installation of new services; oversees the periodic inspection of the electrical system in accordance with rules and regulations of the California GO 95, Construction Codes, National Electrical Code and the departmental operating codes; oversees the maintenance of records of operating activities of the electrical division, pole installation, replacements and relocations, transformer installations, replacements and relocations and substation recording devices; investigates electrical complaints and recommends actions for solution of problems; supervises the installation and maintenance of electric metering equipment and determines applicable rate schedules for commercial and industrial customers; assists with layout, design and materials procurement, including specification preparation on new substations, overhead and underground distribution circuitry and municipal building lighting and electrical systems; reviews applications and eligibility list of applicants for employment and selects and appoints division personnel; coordinates the training of division employees; operates City vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS:

License Required: Possession of a valid and appropriate California Driver's License.

Education/Experience: Any combination of training, education and experience which demonstrates an ability to perform the duties of the position. The typical qualifying entrance background is a bachelors degree in electrical engineering and four years of progressively responsible experience in construction, maintenance and operation of overhead and underground power and lighting transmission, distribution lines and equipment, and related facilities, including three years management and supervisory experience.

Knowledge of: Design, operation and engineering problems of electrical distribution systems; electrical engineering theory and principles of electric power transmission and distribution; methods, procedures, tools and equipment used in construction, maintenance and operation of underground and overhead electric power and lighting transmission and distribution lines and related facilities; policies and regulations governing power transmission and distribution in the City; conduct studies of electrical load, supply, costs and related issues and prepare analytical reports, including short and long range recommendations; electrical construction cost analysis; GO 95 and other safety practices and regulations; recordkeeping; math applicable to Electrical Engineering; general principles of supervision and training; and appropriate safety precautions and procedures.

Ability to: Prepare budget estimates; communicate effectively orally and in writing; read blueprints, electrical schematics; charts and graphs; respond effectively to emergency situations; plan, coordinate and oversee the work of experienced electrical personnel; read, write and perform mathematical calculations at the level required for successful job performance; maintain accurate records; operate a vehicle observing legal and defensive driving practices; understand and carry out oral and written instructions; and establish and maintain effective relationships with those contacted in the course of work.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Physical: Strength: Light Work - Lifting, carrying, and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds.

CITY OF LOMPOC
PAY SCHEDULE AMENDMENT

TITLE and JOB CATEGORY	JOB	CAT	U	PERS		STEP-A	STEP-B	STEP-C	STEP-D	STEP-E	STEP-F	CNTRL PTS or STEP-G
=====		===	=	====	=====	=====	=====	=====	=====	=====	=====	=====
Electric Regulatory Compliance Coordinator		217	5	PERS	BASE	7108.2365	7451.1483	7811.2057	8189.2660	8586.2293	.0000	
Effective Nov-20-2018	M, S, & C New Job Class	217	5	120	MO.	7,108	7,451	7,811	8,189	8,586	0	
W/C EEO-CL OT STBY	PROB JOB-FLAGS	217	5	122	HR.	41.009	42.987	45.065	47.246	49.536	.000	
9410	B 0 0 2 Ww	217	5	123	BW.	3,280.72	3,438.99	3,605.17	3,779.66	3,962.88	.00	
Lead Tree Trimmer		396	1	PERS	BASE	3983.2603	4169.2983	4364.6382	4569.7451	4785.1074	5011.2378	
Effective Jul-01-2018	IBEW 5% Adjustment	396	1	110	MO.	3,983	4,169	4,365	4,570	4,785	5,011	
W/C EEO-CL OT STBY	PROB JOB-FLAGS	396	1	112	HR.	22.980	24.054	25.181	26.364	27.606	28.911	
9421	G 1 0 1 *Nw	396	1	113	BW.	1,838.43	1,924.29	2,014.45	2,109.11	2,208.51	2,312.88	
Senior Tree Trimmer		695	1	PERS	BASE	3805.6143	3982.7668	4168.7801	4364.0941	4569.1738	4784.5075	
Effective Jul-01-2018	IBEW 5% Adjustment	695	1	110	MO.	3,806	3,983	4,169	4,364	4,569	4,785	
W/C EEO-CL OT STBY	PROB JOB-FLAGS	695	1	112	HR.	21.955	22.978	24.051	25.177	26.361	27.603	
9421	H 1 0 1 *Nw	695	1	113	BW.	1,756.44	1,838.20	1,924.05	2,014.20	2,108.85	2,208.23	
Senior Water Plant Operator		716	1	PERS	BASE	4699.0375	4920.8644	5153.7825	5398.3466	5655.1390	5924.7710	
Effective Jul-01-2018	IBEW 5% Adjustment	716	1	110	MO.	4,699	4,921	5,154	5,398	5,655	5,925	
W/C EEO-CL OT STBY	PROB JOB-FLAGS	716	1	112	HR.	27.110	28.390	29.733	31.144	32.626	34.181	
9420	G 1 1 1 *w	716	1	113	BW.	2,168.79	2,271.17	2,378.67	2,491.54	2,610.06	2,734.51	
Tree Trimmer		755	1	PERS	BASE	3633.6019	3802.1570	3979.1399	4164.9718	4360.0954	4564.9752	
Effective Jul-01-2018	IBEW 5% Adjustment	755	1	110	MO.	3,634	3,802	3,979	4,165	4,360	4,565	
W/C EEO-CL OT STBY	PROB JOB-FLAGS	755	1	112	HR.	20.963	21.936	22.957	24.029	25.154	26.336	
9421	H 1 0 1 *w	755	1	113	BW.	1,677.05	1,754.84	1,836.53	1,922.29	2,012.35	2,106.91	
Water Plant Operator (In Training)		804	1	PERS	BASE	3520.8796	3683.7986	3854.8635	4034.4817	4223.0808	4421.1098	
Effective Jul-01-2018	IBEW 5% Adjustment	804	1	110	MO.	3,521	3,684	3,855	4,034	4,223	4,421	
W/C EEO-CL OT STBY	PROB JOB-FLAGS	804	1	112	HR.	20.313	21.253	22.240	23.276	24.364	25.506	
9420	G 1 0 1 *w	804	1	113	BW.	1,625.02	1,700.21	1,779.17	1,862.07	1,949.11	2,040.51	

Water Plant Operator I	811	1	PERS	BASE	4286.1356	4487.2124	4698.5583	4920.3611	5153.2542	5397.7919
Effective Jul-01-2018 IBEW 5% Adjustment	811	1	110	MO.	4,286	4,487	4,699	4,920	5,153	5,398
W/C EEO-CL OT STBY PROB JOB-FLAGS	811	1	112	HR.	24.728	25.888	27.107	28.387	29.730	31.141
9420 G 1 1 1 *w	811	1	113	BW.	1,978.22	2,071.02	2,168.57	2,270.94	2,378.43	2,491.29
Water Plant Operator II	812	1	PERS	BASE	4487.2412	4698.4783	4920.2771	5153.1660	5397.6993	5654.4593
Effective Jul-01-2018 IBEW 5% Adjustment	812	1	110	MO.	4,487	4,698	4,920	5,153	5,398	5,654
W/C EEO-CL OT STBY PROB JOB-FLAGS	812	1	112	HR.	25.888	27.107	28.386	29.730	31.141	32.622
9420 G 1 1 1 *w	812	1	113	BW.	2,071.03	2,168.53	2,270.90	2,378.38	2,491.25	2,609.75



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Jim Throop, City Manager

FROM: Pat Walsh, Police Chief
pwalsh@ci.lompoc.ca.us

SUBJECT: Introduction of Ordinance No. 1657(18) Regarding Administrative Fines for Illegal Cannabis Cultivation

Recommendation:

Staff recommends the City Council

- 1) Introduce Ordinance No. 1657(18) (Attachment 1) for first reading by title only with further reading waived, amending Lompoc Municipal Code (LMC) section 1.36.040 regarding administrative fines related to illegal cannabis cultivation; or
- 2) Provide other direction.

Background/Discussion:

Pursuant to AB 2164 (Attachment 2), effective January 1, 2019, State law will grant cities the ability to expedite administrative fines for violations of building and zoning regulations, if the violation exists as a result of, or to facilitate, the illegal cultivation of cannabis. To effectuate that new law, the City needs to amend its current administrative enforcement procedures. Ordinance No. 1657(18) would accomplish that by amending LMC section 1.36.040 (Attachment 3) to add new subdivisions C. and D.

Once that ordinance becomes effective, the City could more quickly impose administrative fines, if someone violates the City's building or zoning laws in connection with illegal cannabis cultivation.

The fines that can be imposed, pursuant to the LMC, are \$25 for the first offense, \$100 for a second offences occurring within a 12-month period and \$500 for a third or more offences within a 12-month period. The new State law allows the fines to be \$100 for a first violation, \$500 for a second violation within one year and \$1,000 for each additional violation within one year of the first violation. Staff suggests the City Council also increase the maximum fines to those permitted by the new State law for the illegal cannabis cultivation violations.

Fiscal Impact:

There is no fiscal impact due to the introduction of Ordinance No. 1657(18). If adopted, then the implementation of the ordinance could provide the City with revenues to partially offset the additional costs of enforcement related to illegal cannabis cultivation activities.

Conclusion:

Introduction of Ordinance No. 1657(18) would allow the City a more expedient means to be sure illegal cannabis cultivation does not occur in the City.

Respectfully submitted,

Pat Walsh, Chief of Police

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Jim Throop, City Manager

Attachments: 1) [Ordinance No. 1657\(18\)](#)
2) [AB 2164](#)
3) [LMC section 1.36.040](#)

ORDINANCE NO. 1657(18)

**An Ordinance of the City of Lompoc
County of Santa Barbara, State of California,
Amending Section 1.36.040 of the Lompoc Municipal Code
Relating to Administrative Fines for Violations of Certain Building,
Plumbing, Electrical, or Other Similar Structural,
Health and Safety, or Zoning Requirements
Resulting from Illegal Cannabis Cultivation**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC DOES HEREBY
ORDAIN AS FOLLOWS:**

SECTION 1. Lompoc Municipal Code section 1.36.040 is hereby amended by adding Subdivisions C. and D., thereto, to read as follows:

- C. Notwithstanding the foregoing and subject to D., below, the administrative fines that may be imposed pursuant to this Chapter for the violation of any building, plumbing, electrical, or other similar structural, health and safety, or zoning requirement, if the violation exists as a result of, or to facilitate, the illegal cultivation of cannabis, shall be due and payable immediately upon the receipt of the citation by the person being cited.
- D. The person receiving the citation shall have the time provided in B., above, to correct or remedy the violation prior to the imposition of administrative fines applicable pursuant to this Chapter, if all of the following are true:
 - 1. The person who received the administrative citation is a tenant in possession of the property that is the subject of the administrative action,
 - 2. The subject rental property owner or agent can provide evidence the subject rental or lease agreement prohibits the cultivation of cannabis and
 - 3. The subject rental property owner or agent did not know the tenant being issued the administrative citation was illegally cultivating cannabis and no complaint, property inspection, or other information caused the rental property owner or agent to have actual notice of the illegal cannabis cultivation.

SECTION 3. This ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this ordinance and shall cause this ordinance to be posted in the manner required by law.

Ordinance No. 1657(18)

Page 2 of 2

The foregoing Ordinance was introduced on November 20, 2018, and duly adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on December 4, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

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Date Published: 09/10/2018 09:00 PM

Assembly Bill No. 2164

CHAPTER 316

An act to amend Section 53069.4 of the Government Code, relating to local government.

[Approved by Governor September 10, 2018. Filed with Secretary of State September 10, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2164, Cooley. Local ordinances: fines and penalties: cannabis.

Existing law authorizes the legislative body of a local agency, as defined, to make, by ordinance, any violation of an ordinance subject to an administrative fine or penalty, as specified. Existing law requires the ordinance adopted by the local agency to provide for a reasonable period of time, as specified in the ordinance, for a person responsible for a continuing violation to correct or otherwise remedy the violation prior to the imposition of administrative fines or penalties, when the violation pertains to building, plumbing, electrical, or other similar structural or zoning issues, that do not create an immediate danger to health or safety.

This bill would allow the ordinance to provide for the immediate imposition of administrative fines or penalties for the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements if the violation exists as a result of, or to facilitate, the illegal cultivation of cannabis, except as specified.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 53069.4 of the Government Code is amended to read:

53069.4. (a) (1) The legislative body of a local agency, as the term "local agency" is defined in Section 54951, may by ordinance make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty. The local agency shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties. Where the violation would otherwise be an infraction, the administrative fine or penalty shall not exceed the maximum fine or penalty amounts for infractions set forth in Section 25132 and subdivision (b) of Section 36900.

(2) (A) The administrative procedures set forth by ordinance adopted by the local agency pursuant to this subdivision shall provide for a reasonable period of time, as specified in the ordinance, for a person responsible for a continuing violation to correct or otherwise remedy the violation prior to the imposition of administrative fines or penalties, when the violation pertains to building, plumbing, electrical, or other similar structural or zoning issues, that do not create an immediate danger to health or safety.

(B) Notwithstanding subparagraph (A), the ordinance adopted by the local agency pursuant to this subdivision may provide for the immediate imposition of administrative fines or penalties for the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements if the violation exists as a result of, or to facilitate, the illegal cultivation of cannabis. This subparagraph shall not be construed to apply to cannabis cultivation that is lawfully undertaken pursuant to Section 11362.1 of the Health and Safety Code.

(C) If a local agency adopts an ordinance that provides for the immediate imposition of administrative fines or penalties as allowed in subparagraph (B), that ordinance shall provide for a reasonable period of time for the correction or remedy of the violation prior to the imposition of administrative fines or penalties as required in subparagraph (A) if all of the following are true:

(i) A tenant is in possession of the property that is the subject of the administrative action.

(ii) The rental property owner or agent can provide evidence that the rental or lease agreement prohibits the cultivation of cannabis.

(iii) The rental property owner or agent did not know the tenant was illegally cultivating cannabis and no complaint, property inspection, or other information caused the rental property owner or agent to have actual notice of the illegal cannabis cultivation.

(b) (1) Notwithstanding Section 1094.5 or 1094.6 of the Code of Civil Procedure, within 20 days after service of the final administrative order or decision of the local agency is made pursuant to an ordinance enacted in accordance with this section regarding the imposition, enforcement, or collection of the administrative fines or penalties, a person contesting that final administrative order or decision may seek review by filing an appeal to be heard by the superior court, where the same shall be heard de novo, except that the contents of the local agency's file in the case shall be received in evidence. A proceeding under this subdivision is a limited civil case. A copy of the document or instrument of the local agency providing notice of the violation and imposition of the administrative fine or penalty shall be admitted into evidence as prima facie evidence of the facts stated therein. A copy of the notice of appeal shall be served in person or by first-class mail upon the local agency by the contestant.

(2) The fee for filing the notice of appeal shall be as specified in Section 70615. The court shall request that the local agency's file on the case be forwarded to the court, to be received within 15 days of the request. The court shall retain the fee specified in Section 70615 regardless of the outcome of the appeal. If the court finds in favor of the contestant, the amount of the fee shall be reimbursed to the contestant by the local agency. Any deposit of the fine or penalty shall be refunded by the local agency in accordance with the judgment of the court.

(3) The conduct of the appeal under this section is a subordinate judicial duty that may be performed by traffic trial commissioners and other subordinate judicial officials at the direction of the presiding judge of the court.

(c) If no notice of appeal of the local agency's final administrative order or decision is filed within the period set forth in this section, the order or decision shall be deemed confirmed.

(d) If the fine or penalty has not been deposited and the decision of the court is against the contestant, the local agency may proceed to collect the penalty pursuant to the procedures set forth in its ordinance.

Lompoc Municipal Code							
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[Title 1 GENERAL PROVISIONS](#)

[Chapter 1.36 ADMINISTRATIVE PENALTIES AND CITATIONS](#)

1.36.040 Procedure for Serving Administrative Citation.

- A. The citing official may issue an administrative citation, on a form approved by the City Administrator on a responsible person using any of the following methods:
1. Personal Service. The citing official may issue the administrative citation by personal delivery thereof to a responsible person. The citing official shall attempt to obtain on the administrative citation the signature of the responsible person. If the responsible person or person served refuses or fails to sign the administrative citation, then the failure or refusal to sign shall not affect the validity of the citation or the subsequent proceedings. Service shall be deemed effective on the date of delivery.
 2. Mail. The citing official may mail the administrative citation to the responsible person by certified mail. Service shall be deemed effective on the date of mailing.
 3. Posting. If the citing official does not succeed in serving the responsible party personally or by certified mail, then the citing official shall post the administrative citation on any real property within the City in which the responsible person has a legal interest and, when so posted, shall be deemed effective service as of that date.
 4. Publication. If the citing official does not succeed in serving the responsible person personally, by certified mail, or by posting, then the citing official shall cause the administrative citation to be published once a week for four successive weeks in a local newspaper published, in English, at least once a week. Service shall be deemed effective upon the final date of publication.
- B. Prior to an administrative citation being issued for a violation pertaining to building, plumbing, electrical or other similar structure of zoning issues that do not create an immediate danger to health and safety, when a continuing violation is involved the citing official shall provide the responsible person at least five days to correct or otherwise remedy the violation, unless in the reasonable discretion of the citing official more time is reasonably needed to correct, or otherwise correct the violation to the reasonable. (Ord. 1584 § 1, 2012)

View the [mobile version](#).

ORDINANCE NO. 1658(18)

An Ordinance of the City Council of the City of Lompoc, County of Santa Barbara, State of California, Amending Chapter 10.28 (Stopping, Standing And Parking) Of The Lompoc Municipal Code To Prohibit Overnight Parking On Certain Streets, and Amending Chapter 10.30 (Safe Parking Ordinance) To Comply With *Martin v. City of Boise*

WHEREAS, the City of Lompoc has experienced consistent nuisance issues and other adverse impacts resulting from the parking of vehicles in the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue; and

WHEREAS, since January 2016, there have been 195 police contacts with persons and/or vehicles for various crimes in the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue; and

WHEREAS, the majority of police contacts are for enforcement of the existing 72-hour parking time limit. Other calls for response related to parked vehicles on those streets have involved unlicensed/suspended license drivers, leaking sewage on the ground, dumping of trash, petty thefts, domestic violence, violations of restraining orders, parole violations, vehicle fires, warrant arrests, and suicidal subjects. Recently there is increased business activity in the area, resulting in more frequent calls to the Police Department for assistance; and

WHEREAS, most vehicles parked on the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue are there, in effect, for periods of time well past the 72-hour parking time limit. Most, if not all, the vehicles periodically move just enough to reset the 72-hour clock; and

WHEREAS, such conditions constitute a threat to public peace, health, and safety due to the following:

- Many vehicles regularly parked in the Aviation/Cordoba area contain toilets that are regularly used. Several instances of raw sewage leaking onto the ground from faulty sewage tanks have been observed by the Police Department;
- The Police Department has responded many times to the Aviation/Cordoba area for actively occurring crimes of violence or to contact suspects of violent crimes who occupy or own vehicles parked on the street;
- Several businesses in the Aviation/Cordoba area have experienced negative impacts to their business because there is no available parking on Aviation or Cordoba, due to vehicles being parked there for extended periods of time;
- The Police Department has observed several persons owning or occupying parked vehicles in the Aviation/Cordoba area suffer from various mental health issues for which they need assistance. The people in need of assistance are frequently victimized by others due to their vulnerable state;

- Businesses in the Aviation/Cordoba area have reported used needles and condoms close to their buildings, likely due to long term parked vehicles in the area. This represents a threat to public safety as business employees are at risk of being stuck by a used hypodermic needle or coming into contact with a used prophylactic;
- According to Police Department records, theft from the nearby Walmart has drastically increased recently and many times owners or occupants of vehicles parked on Aviation/Cordoba are the suspects; and

WHEREAS, such conditions could be mitigated by prohibiting overnight parking on the Aviation/Cordoba area; and

WHEREAS, California Vehicle Code section 22507 authorizes cities to “prohibit or restrict the stopping, parking, or standing of vehicles . . . on certain streets or highways, or portions thereof, during all or certain hours of the day”; and

WHEREAS, the City has adopted a Safe Parking Ordinance (LMC Chapter 10.30) prohibiting the residential use of public streets, alleys, and City-owned parking areas, which provides an exemption for areas operating a Safe Parking Program; and

WHEREAS, following the adoption of the Safe Parking Ordinance, the Ninth Circuit Court of Appeals, in a case entitled *Martin v. City of Boise*, clarified certain legal standards relating to the citation of persons for sleeping in unauthorized areas when there are no other available locations for them to sleep; and

WHEREAS, to comply with *Martin v. City of Boise*, this ordinance adds an additional exemption to the Safe Parking Ordinance for when there are no Safe Parking Areas or shelter beds available.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 10.28.230 is hereby added to Chapter 10.28 of the Lompoc Municipal Code to read as follows:

10.28.230 Restrictions On Overnight Parking

When signs or markings are in place giving notice thereof, no person shall park any vehicle between the hours of 11:00 p.m. and 6:00 a.m. of any one day on Cordoba Avenue or Aviation Drive.

SECTION 2. Section 10.30.060 of the Lompoc Municipal Code is hereby amended to read as follows:

10.30.060 Exceptions.

- a. This chapter is not applicable to Safe Parking Programs or similar vehicular sheltering programs or the expansion of such programs operated on City-owned parking areas or certain private property approved by the City Council in support of transitioning the homeless community of the City into housing.
- b. No citation for a violation of this chapter, whether criminal or administrative, shall be issued to any person unless, at the time in question, the enforcement officer is able to make an affirmative determination that (1) there is a sleeping space practically available to such person in a shelter within the City of Lompoc or within one mile outside the City of Lompoc, or (2) there is a parking space practically available for such person's vehicle as part of a Safe Parking Program or similar vehicular sheltering program.

SECTION 3. If any section, subsection, paragraph, sentence, clause, or portion of this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable, then those decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that this ordinance and each section, subsection, division, paragraph, sentence, clause, phrase and portion thereof would have been adopted irrespective of the fact that one or more portions of this ordinance may be declared invalid, unconstitutional or unenforceable.

SECTION 4. This ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this ordinance and shall cause this ordinance to be posted in the manner required by law.

This Ordinance was introduced on November 20, 2018, and duly adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on _____, 2018, by the following electronic vote:

PASSED AND ADOPTED this ___th day of ___ 2018, by the following electronic vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

Ordinance No. 1658(18)
Page 4 of 4

Attest:

Stacey Haddon, City Clerk
City of Lompoc



City Council Agenda Item

City Council Meeting Date: November 20, 2018

TO: Mayor and Members of the City Council

FROM: Jim Throop, City Manager
j_throop@ci.lompoc.ca.us

Jeff Malawy, Assistant City Attorney
jmalawy@awattorneys.com

SUBJECT: Introduction of Ordinance No. 1658(18) and Adoption of Urgency Ordinance No. 1659(18) to Prohibit Overnight Parking on Cordoba Avenue and Aviation Drive, and to Create an Exception to the Safe Parking Ordinance to Comply with *Martin v. City of Boise*

Recommendation:

Staff recommends the City Council:

- 1) Introduce, for first reading by title only with further reading waived, Ordinance No. 1658(18) (Attachment 1), which prohibits overnight parking on Cordoba Avenue and Aviation Drive and creates an exception to the Safe Parking Ordinance (Lompoc Municipal Code [LMC] Chapter 10.30) to comply with *Martin v. City of Boise*; and
- 2) Adopt Urgency Ordinance No. 1659(18) (Attachment 2), which prohibits overnight parking on Cordoba Avenue and Aviation Drive and creates an exception to the Safe Parking Ordinance (LMC Chapter 10.30) to comply with *Martin v. City of Boise*. This urgency ordinance requires a 4/5 vote.

Background:

The City has experienced consistent nuisance issues and other adverse impacts resulting from the parking of vehicles on Aviation Drive and Cordoba Avenue. Since January 2016, there have been 195 police contacts with persons and/or vehicles for various crimes in the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue (Aviation/Cordoba).

The majority of those contacts were for enforcement of the existing 72-hour parking time limit. Other calls for response related to parked vehicles on those streets have involved unlicensed/suspended license drivers, leaking sewage on the ground, dumping of trash,

petty thefts, domestic violence, violations of restraining orders, parole violations, vehicle fires, warrant arrests, and suicidal subjects. Recently there is increased business activity in the area, resulting in more frequent calls to the Police Department for assistance.

Most vehicles parked on Aviation/Cordova are there, in effect, for periods of time well past the 72-hour parking time limit. Most, if not all, the vehicles periodically move just enough to reset the 72-hour clock.

In addition to the calls for assistance described above, police officers and community services officers spend time patrolling the Aviation/Cordova area to monitor and prevent issues from arising. Generally multiple times a day the Police Department has a presence in the Aviation/Cordova area. This is valuable time that could be used patrolling other areas.

Discussion:

The proposed ordinances make two changes to the LMC. First, the ordinances prohibit parking of any vehicle on Aviation/Cordova between the hours of 11:00 p.m. and 6:00 a.m. This change is intended to address the public peace, health, and safety issues currently existing on those streets, which are discussed above. The City must install signs at Aviation/Cordova before the restriction can be enforced.

Second, the ordinances add an exemption to the Safe Parking Ordinance – Chapter 10.30 of the LMC. The Safe Parking Ordinance imposes a City-wide ban on using a motor vehicle for any residential purpose on any City street, or other City-owned parking area, and provides an exemption for parking in areas operating a Safe Parking Program. After the Safe Parking Ordinance was adopted, the Ninth Circuit Court of Appeals decided *Martin v. City of Boise*. That decision limits the ability of government agencies to issue citations for sleeping on public property when there are no shelters or other similar locations available for sleeping. The proposed ordinances add an exemption to the Safe Parking Ordinance to comply with the *City of Boise* case. The exemption provides no citation shall be issued to any person for a violation of the Safe Parking Ordinance unless there is an available bed in a shelter or an available parking space in a Safe Parking Program at that time.

The exemption added to the Safe Parking Ordinance does not affect the City's ability to enforce a separate parking ban on Aviation/Cordova.

There are two proposed ordinances for the City Council's consideration. Both make the two changes described above. One is an urgency ordinance that will take effect immediately and must be adopted by a 4/5 vote of the City Council. The urgency ordinance contains findings that its immediate effect is necessary for preservation of the public peace, health, and safety. The other is a standard ordinance that will take effect 30 days after adoption and requires only three Councilmember votes.

Fiscal Impact:

The adoption of Ordinance No. 1658(18) and Urgency Ordinance No.1659(18) will not have a fiscal impact to the City or to the City's General Fund. If adopted, the implementation of the new parking restriction may require Police Department staff time to enforce the ordinance, although it may be a reduction in time compared to the Police Department resources devoted to the area currently. Some General Fund revenue may be generated from fines imposed for violations of the ordinance. Prior to enforcement, the City will need to acquire and install signs at Aviation/Cordova to provide notice of the parking restrictions. The City's Street Maintenance Division budgets for installation of signs in various right-of-ways in the City. The installation of signs at Aviation/Cordova would be within the authorized appropriations of the Street Maintenance Division's 2018-19 budget.

Conclusion:

Introduction of Ordinance No. 1658(18) and Adoption of Urgency Ordinance No. 1659(18) will address the public peace, health, and safety issues currently existing at Aviation/Cordova, and the need to bring the Safe Parking Ordinance into compliance with *Martin v. City of Boise*.

Respectfully submitted,

Jim Throop, City Manager



Jeff Malawy, Assistant City Attorney

Attachments: 1) [Ordinance No. 1658\(18\)](#)
2) [Urgency Ordinance No. 1659\(18\)](#)

URGENCY ORDINANCE NO. 1659(18)

**An Urgency Ordinance of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Amending Chapter 10.28 (Stopping, Standing and Parking)
Of the Lompoc Municipal Code to Prohibit Overnight Parking
On Certain Streets, and Amending Chapter 10.30 (Safe Parking Ordinance)
To Comply With *Martin v. City of Boise***

WHEREAS, the City of Lompoc has experienced consistent nuisance issues and other adverse impacts resulting from the parking of vehicles in the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue; and

WHEREAS, since January 2016, there have been 195 police contacts with persons and/or vehicles for various crimes in the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue; and

WHEREAS, the majority of police contacts are for enforcement of the existing 72-hour parking time limit. Other calls for response related to parked vehicles on those streets have involved unlicensed/suspended license drivers, leaking sewage on the ground, dumping of trash, petty thefts, domestic violence, violations of restraining orders, parole violations, vehicle fires, warrant arrests, and suicidal subjects. Recently there is increased business activity in the area, resulting in more frequent calls to the Police Department for assistance; and

WHEREAS, most vehicles parked on the 800-1000 Block of Aviation Drive and 800 Block of Cordoba Avenue are there, in effect, for periods of time well past the 72-hour parking time limit. Most, if not all, the vehicles periodically move just enough to reset the 72-hour clock; and

WHEREAS, such conditions constitute an immediate threat to public peace, health, and safety, and therefore require immediate action, due to the following:

- Many vehicles regularly parked in the Aviation/Cordoba area contain toilets that are regularly used. Several instances of raw sewage leaking onto the ground from faulty sewage tanks have been observed by the Police Department;
- The Police Department has responded many times to the Aviation/Cordoba area for actively occurring crimes of violence or to contact suspects of violent crimes who occupy or own vehicles parked on the street;
- Several businesses in the Aviation/Cordoba area have experienced negative impacts to their business because there is no available parking on Aviation or Cordoba, due to vehicles being parked there for extended periods of time;

- The Police Department has observed several persons owning or occupying parked vehicles in the Aviation/Cordoba area suffer from various mental health issues for which they need assistance. The people in need of assistance are frequently victimized by others due to their vulnerable state;
- Businesses in the Aviation/Cordoba area have reported used needles and condoms close to their buildings, likely due to long term parked vehicles in the area. This represents a threat to public safety as business employees are at risk of being stuck by a used hypodermic needle or coming into contact with a used prophylactic;
- According to Police Department records, theft from the nearby Walmart has drastically increased recently and many times owners or occupants of vehicles parked on Aviation/Cordoba are the suspects; and

WHEREAS, such conditions could be mitigated by prohibiting overnight parking on Aviation Drive and Cordoba Avenue; and

WHEREAS, California Vehicle Code section 22507 authorizes cities to “prohibit or restrict the stopping, parking, or standing of vehicles . . . on certain streets or highways, or portions thereof, during all or certain hours of the day”; and

WHEREAS, the City has adopted a Safe Parking Ordinance (LMC Chapter 10.30) prohibiting the residential use of public streets, alleys, and City-owned parking areas, which provides an exemption for areas operating a Safe Parking Program; and

WHEREAS, following the adoption of the Safe Parking Ordinance, the Ninth Circuit Court of Appeals, in a case entitled *Martin v. City of Boise*, clarified certain legal standards relating to the citation of persons for sleeping in unauthorized areas when there are no other available locations for them to sleep; and

WHEREAS, to comply with *Martin v. City of Boise*, this ordinance adds an additional exemption to the Safe Parking Ordinance for when there are no Safe Parking Areas or shelter beds available.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 10.28.230 is hereby added to Chapter 10.28 of the Lompoc Municipal Code to read as follows:

10.28.230 Restrictions On Overnight Parking

When signs or markings are in place giving notice thereof, no person shall park any vehicle between the hours of 11:00 p.m. and 6:00 a.m. of any one day on Cordoba Avenue or Aviation Drive.

SECTION 2. Section 10.30.060 of the Lompoc Municipal Code is hereby amended to read as follows:

10.30.060 Exceptions.

- a. This chapter is not applicable to Safe Parking Programs or similar vehicular sheltering programs or the expansion of such programs operated on City-owned parking areas or certain private property approved by the City Council in support of transitioning the homeless community of the City into housing.
- b. No citation for a violation of this chapter, whether criminal or administrative, shall be issued to any person unless, at the time in question, the enforcement officer is able to make an affirmative determination that (1) there is a sleeping space practically available to such person in a shelter within the City of Lompoc or within one mile outside the City of Lompoc, or (2) there is a parking space practically available for such person's vehicle as part of a Safe Parking Program or similar vehicular sheltering program.

SECTION 3. If any section, subsection, paragraph, sentence, clause, or portion of this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable, then those decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that this ordinance and each section, subsection, division, paragraph, sentence, clause, phrase and portion thereof would have been adopted irrespective of the fact that one or more portions of this ordinance may be declared invalid, unconstitutional or unenforceable.

SECTION 4. Pursuant to Government Code section 36937(b), this ordinance shall take effect immediately. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this ordinance and shall cause this ordinance to be posted in the manner required by law.

This Ordinance was adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on November 20, 2018, by the following electronic vote:

PASSED AND ADOPTED this ___th day of ___ 2018, by the following electronic vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

Attest:

Stacey Haddon, City Clerk
City of Lompoc