



**AGENDA SUMMARY
CITY COUNCIL MEETING
TUESDAY, MARCH 8, 2016
6:00 P.M.
ARROYO GRANDE CITY COUNCIL CHAMBERS
215 E. BRANCH STREET, ARROYO GRANDE**

1. CALL TO ORDER

2. ROLL CALL

3. MOMENT OF REFLECTION

4. FLAG SALUTE:

Boy Scout Troop 413

5. AGENDA REVIEW:

5.a. Closed Session Announcements

None.

5.b. Move that all ordinances presented for introduction or adoption be read in title only and all further readings be waived

6. SPECIAL PRESENTATIONS

6.a. Presentation By Five Cities Fire Authority – Mid-Year Status Report

Documents: [CC 03-08-16_06a FCFA Mid Year Status Report.pdf](#)

7. COMMUNITY COMMENTS AND SUGGESTIONS:

This public comment period is an invitation to members of the community to present issues, thought, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the City Council. The Brown Act restricts the Council from taking formal action on matters not published on the agenda. In response to your comments, the Mayor or presiding Council Member may:

- Direct City staff to assist or coordinate with you.
- A Council Member may state a desire to meet with you.
- It may be the desire of the Council to place your issue or matter on a future Council agenda.

Please adhere to the following procedures when addressing the Council:

- Comments should be limited to 3 minutes or less.
- Your comments should be directed to the Council as a whole and not direct to individual Council member
- Slanderous, profane or personal remarks against any Council Member or member of the audience shall not be permitted.

8. CITY MANAGER REPORT:

Correspondence/Comments as presented by the City Manager.

9. CONSENT AGENDA:

The following routine items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Council Member may request that any item be withdrawn from the Consent Agenda to permit discussion or change the recommended course of action. The City Council may approve the remainder of the Consent Agenda on one motion.

9.a. Consideration Of Cash Disbursement Ratification

Recommended Action: Ratify the listing of cash disbursements for the period February 16, 2016 through February 29, 2016.

Documents: [CC 03-08-16_09a Cash Disbursement.pdf](#)

9.b. Consideration Of Approval Of Minutes

Recommended Action: Approve the minutes of the Regular City Council Meetings of February 9, 2016 and February 23, 2016, as submitted.

Documents: [CC 03-08-16_09b Approval of CC Minutes.pdf](#)

9.c. Consideration Of Council Appointment To Downtown Parking Advisory Board

Recommended Action: It is recommended by Mayor Pro Tem Harmon that the City Council approve the appointment of Julie Gonzalez to the Downtown Parking Advisory Board.

Documents: [CC 03-08-16_09c Council Appt to Downtown Parking Advisory Board_R.pdf](#)

9.d. Consideration Of A Resolution Approving Amendments To The Policy/Procedure For Conducting City Council Business

Recommended Action: Adopt a Resolution amending the Policy/Procedure for Conducting City Council Business (Policy #2) contained in the City Council Operations Manual.

Documents: [CC 03-08-16_09d Resolution Amending Council Policies.pdf](#)

9.e. Consideration Of Temporary Use Permit No. 16-001; Authorization To Use City Property And Close City Streets For The Annual Arroyo Grande Strawberry Festival And Stampede On May 28 And 29, 2016; Applicant – Arroyo Grande Village Improvement Association

Recommended Action: Adopt a Resolution authorizing the use of City property and closure of City streets for the Annual Arroyo Grande Strawberry Festival and Stampede on May 28 and 29, 2016.

Documents: [CC 03-08-16_09e TUP Strawberry Festival.pdf](#), [CC 03-08-16_09e Supplemental Info Item No 1.pdf](#)

9.f. Consideration Of A Reimbursement Agreement For Waterline Installation; Location – 251 East Grand Avenue

Recommended Action: 1) Approve a Reimbursement Agreement with PFG Arroyo Grande, Inc. for the installation of a waterline and authorize the Mayor to execute the Agreement; and 2) Appropriate \$45,000 from the Water Fund unallocated fund balance.

Documents: [CC 03-08-16_09f Reimbursement Agreement_Waterline Installation.pdf](#)

9.g. Consideration Of A Resolution Accepting Public Utility, Creek, And Street Tree Easements And Approving License Agreements At 139 West Branch Street

Recommended Action: 1) Adopt a Resolution accepting a Public Utility Easement, a Public Creek Easement, and a Public Street Tree Easement; and 2) Approve and authorize the City Manager to execute License Agreements for the use of City property at 139 West Branch Street.

Documents: [CC 03-08-16_09g Easements_Agreements_139 W Branch.pdf](#)

9.h. **Consideration Of An Agreement With Rick Engineering Company For Pavement Condition Evaluation And Pavement Management System Update**

Recommended Action: 1) Approve a Consultant Services Agreement with Rick Engineering Company for pavement condition evaluation services and to update the City's Pavement Management Plan in the amount of \$41,050.00; 2) Authorize an additional \$4,100 in contingency funds; and 3) Authorize the Mayor to execute the Agreement.

Documents: [CC 03-08-16_09h Agreement_Pavement Management System.pdf](#)

9.i. **Consideration Of A Third Amendment To Contract With Waterboys Plumbing Inc. For The Plumbing Retrofit Program**

Recommended Action: 1) Approve a Third Amendment to the contract with Waterboys Plumbing, Inc. in the amount of \$74,335; and 2) Authorize the Mayor to execute the Third Amendment to the Contract.

Documents: [CC 03-08-16_09i Contract Amendment_Waterboys Plumbing.pdf](#)

9.j. **Consideration Of An Award Of Contract To Lee Wilson Electric Company For Construction Of The Oak Park Boulevard/West Branch Street/US 101 Traffic Signal Upgrade Project, PW 2014-01**

Recommended Action: 1) Award the construction plans and specifications for the Oak Park/West Branch Street/US 101 Traffic Signal Upgrade project; 2) Find that the subject project is categorically exempt from CEQA pursuant to Sections 15301(b) and 15301(c); 3) Direct the City Clerk to file a Notice of Exemption; 4) Award a contract for the Oak Park/West Branch Street/US 101 Traffic Signal Upgrade project to Lee Wilson Electric Company in the amount of \$81,175; and 5) Authorize the City Manager to approve change orders for 10% of the contract amount, \$8,117 for unanticipated costs during the construction phase of the project.

Documents: [CC 03-08-16_09j Award Contract_Oak Park Traffic Signal Upgrade.pdf](#)

10. PUBLIC HEARINGS:

10.a. **Consideration Of Community Development Block Grant (CDBG) Projects For Year 2016; And Arroyo Grande Community Service Grant Program Allocations**

Recommended Action: 1) Adopt a Resolution approving projects to be funded with the City's allocation of CDBG funds for the Year 2016; and 2) Adopt a Resolution approving projects to be funded with the City's Community Service Grant Program funds.

Documents: [CC 03-08-16_10a Final CDBG_Community Service Grant Projects.pdf](#)

10.b. **Consideration Of Staff Project 15-012; A Public Art Sculpture Entitled "Arboring Our Roots Of Diversity"; Location: 495 Fair Oaks Avenue; Applicant: Five Cities Diversity Coalition**

Recommended Action: Allow public comment and provide input on the proposed sculpture.

Documents: [CC 03-08-16_10b Public Art_Five Cities Diversity Coalition.pdf](#), [CC 03-08-16_10b Supplemental Info Item No 1.pdf](#)

11. OLD BUSINESS:

11.a. **Consideration Of Development Of A Revised Ordinance Relating To Medical Marijuana**

Recommended Action: Provide direction regarding the development of a revised medical marijuana ordinance.

Documents: [CC 03-08-16_11a Development of Revised Medical Marijuana Ordinance.pdf](#)

12. NEW BUSINESS

None.

13. COUNCIL COMMUNICATIONS:

Any Council Member may ask a question for clarification, make an announcement, or report briefly on his or her activities. In addition, subject to Council Policies and Procedures, Council Members may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda.

14. CLOSED SESSION:

None.

15. ADJOURNMENT

All Staff reports of other written documentation, including any supplemental material distributed to a majority of the City Council within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the City Clerk's office, 300 E. Branch Street, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Legislative and Information Services Department at 805-473-5414 as soon as possible and at least 48 hours prior to the meeting date.

This agenda was prepared and posted pursuant to Government Code Section 54954.2. Agenda reports can be accessed and downloaded from the City's website at www.arroyogrande.org. If you would like to subscribe to receive email or text message notifications when agendas are posted, you can sign up online through our [Notify Me](#) feature.

City Council Meetings are cablecast live and videotaped for replay on Arroyo Grande's Government Access Channel 20. The rebroadcast schedule is published at www.slo-span.org.

Five Cities Fire Mid-Year Status Report



March 2016



A Quick Update...

- Response, Public Education and Preparedness
- 2015 activity by the numbers
- Goals and Objectives Update – FY 2015/2016
- Mid Year Budget Status – FY 2015/2016
- Wrap Up



Response Activity



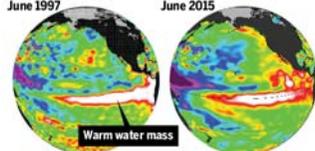
Public Education & Outreach



Awareness/Preparedness

El Niño growing

Although the trend could change in coming months, warming waters in the Pacific Ocean could bring soaking winter storms – as they did in the 1997-98 rainy season.



Source: NASA; Jet Propulsion Laboratory BAYAREA NEWS GROUP



Activity Metrics

Five Cities Fire Authority - Response Summary Report

Year To Date - Calendar Year 2015

Five Cities Fire Authority Response by Community							
	Fire	EMS	Hazard Condition	Service & Good Intent	False Alarm	Total FCFA	% of Total
Arroyo Grande Station 1	36	1127	39	420	88	1710	51.6%
Grover Beach Station 2	27	778	43	169	49	1066	32.2%
Oceano Station 3	17	374	44	90	10	535	16.2%
Total FCFA	80	2279	126	679	147	3311	
% Of Total	2.4%	68.8%	3.8%	20.5%	4.4%	100%	

Five Cities Fire Authority by Response Area							
	Fire	EMS	Hazard Condition	Service & Good Intent	False Alarm	Total FCFA	% of Total
Arroyo Grande Station 1	30	758	40	314	69	1211	36.6%
Grover Beach Station 2	30	859	53	190	56	1188	35.9%
Oceano Station 3	20	662	33	175	22	912	27.5%
Total FCFA	80	2279	126	679	147	3311	
% Of Total	2.4%	68.8%	3.8%	20.5%	4.4%	100%	

Five Cities Fire Authority Automatic & Mutual Aid Response							
	Fire	EMS	Hazard Condition	Service & Good Intent	False Alarm	Total	% of Total
Nipomo Station 20	4	12	1	31	0	48	12.0%
Nipomo Station 22	5	27	0	36	0	68	17.0%
Pismo Beach Station 64	9	19	0	97	0	125	31.3%
Shell Beach Station 63	0	0	0	1	0	1	0.3%
San Luis Airport Station 21	4	61	4	64	0	133	33.3%
Other Auto/Mutual Aid	11	7	2	4	0	24	6.0%
Total Auto/Mutual Aid	33	126	7	233	0	399	
% of Additional Response	8.3%	31.6%	1.8%	58.4%	0.0%	100%	

As January 1, 2016

- 3,280 calls for service
- 8% Increase over 2014

By Community:

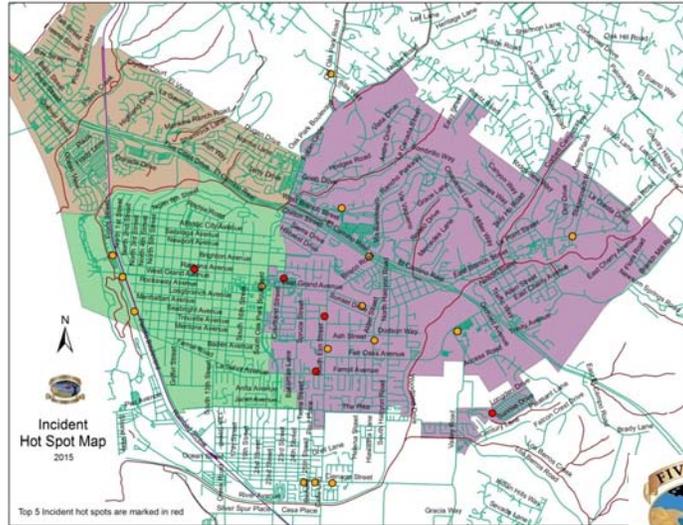
- Arroyo Grande – 51.8%
- Grover Beach – 32.3%
- Oceano -15.9%

By Station:

- Station 1 (AG) – 36.6%
- Station 2 (GB) – 35.9%
- Station 3 (OCE) – 27.5%



Response “Hot Spots”



Response “Hot Spots”

	<u>% of Top 5</u>	<u>% of Top 20</u>
Arroyo Grande	80%	55%
Grover Beach	20%	20%
Oceano	n/a	20%
County*	n/a	5%



Goals & Objectives

- **Develop Strategic Plan**
 - Framework completed
 - Outside facilitation scheduled for April 2016
- **Evaluate/Adjust Existing Automatic Aid Agreement**
 - Anticipated implementation March 2016
- **Review / Revise current JPA Agreement**
 - Proposed revision “term sheets” adopted by Board February 2016
 - Board members will present items to councils/board for discussion/deliberation



Goals & Objectives

- **Research Grant Opportunities**
 - Self Contained Breathing Apparatus (SCBA) replacement - \$480,000
Assistance for Firefighters Grant (FEMA) – 10% Match
 - Structural Firefighting Clothing - \$29,000
\$4,000 awarded via State grant program
\$17,000 submitted via USDA grant application
(\$8,000 match)



Goals & Objectives

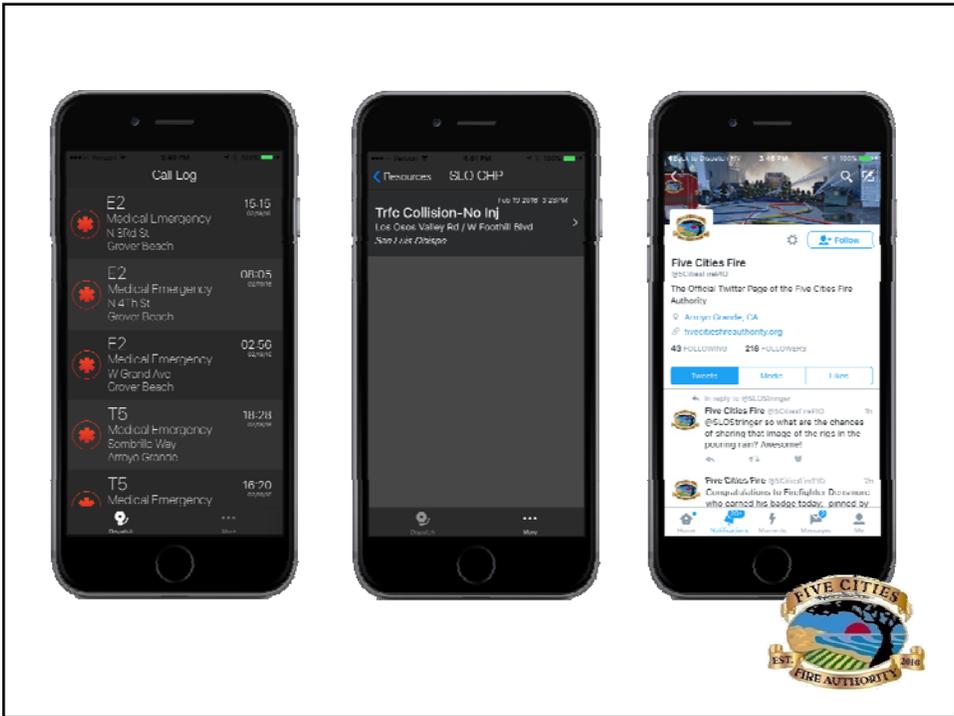
- **Update Master Fee Schedule**
 - Currently in process
 - Capture appropriate fees for costs incurred by FCFA
 - Inspections
 - Cost Recovery
- **Update Web Site , Launch Social Media Program**
 - Provide emergency & preparedness information
 - Twitter and Facebook - 200+ subscribers
 - Twitter - @5CitiesFire_PIO
 - Facebook – 5 Cities Fire Authority PIO
 - www.fivecitiesfireauthority.org



Goals & Objectives

- **Release FCFA “Dispatch” Smartphone application**
 - Expected launch March 2016
 - First Responder and General Public versions





Mid Year Budget Status

- **Strike Team Reimbursement**
 - Anticipated Reimbursement - \$144,000
 - Direct Overtime Cost - \$88,000
 - Remaining \$56,000 to be set aside for vehicle replacement
- **Vehicle Maintenance**
 - Aging fleet has required substantial maintenance and repair
 - Budget line item 93% expended as of February 2016



Efficiencies

- **Fleet**
 - Board approved surplus of 5 support vehicles
 - Sale of FCFA Squad to AGPD
 - Purchase of two AGPD commander vehicles
 - Net reduction of 3 vehicles
 - Reduction in fuel, insurance and maintenance expenses
 - Establishment of vehicle replacement fund with proceeds from sale
- **Automatic Aid Agreement**

Reduction in responses out of service area.
Expected implementation date – March 2016



Headwinds

- **Fleet**
 - Mid Year Budget projection indicates maintenance budget 93% expended (February)
 - Need for second replacement fire engine
- **Reserve Firefighter Recruitment / Retention**
 - Boomer retirements - large municipal fire agencies hiring at aggressive levels
 - Direct impact to FCFA ability to recruit/retain reserve firefighters
- **Battalion Chief Recruitment**
 - Second attempt at recruitment in process



Wrap-up

FCFA employees continue to provide professional and compassionate service to our communities

Vehicles and Equipment are aging and require replacement

Staffing levels are constrained



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**CITY COUNCIL
CONSIDERATION OF CASH DISBURSEMENT RATIFICATION
MARCH 8, 2016
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ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- Approve staff's recommendation;
- Do not approve staff's recommendation;
- Provide direction to staff.

ADVANTAGES:

- The Administrative Services Department monitors payment of invoices for accountability, accuracy and completeness using standards approved by the Council.
- Invoices are paid in a timely manner to establish goodwill with merchants.
- Discounts are taken where applicable.

DISADVANTAGES:

No disadvantages have been identified as long as City Council confirms all expenditures are appropriate.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted in front of City Hall on Thursday, March 3, 2016. The Agenda and report were posted on the City's website on Friday, March 4, 2016. No public comments were received.

Attachments:

1. February 16 – 29, 2016 – Accounts Payable Check Register
2. February 19, 2016 – Payroll & Benefit Check Register

CITY OF ARROYO GRANDE
Check Register
2/16/2016-2/29/2016

Check #	Check Date	Vendor Last Name	Description	Acct #	GL Amount
270043	02/19/2016	ALLIANT INSURANCE SERVICES INC	UST INSURANCE PREMIUM	010.4145.5578	616.50
270043	02/19/2016	ALLIANT INSURANCE SERVICES INC	UST INSURANCE PREMIUM	640.4710.5578	616.50
270044	02/19/2016	AQUA-METRIC SALES CO(DBA)	Blanket Purchase Order for wat	640.4712.5207	5,499.36
270045	02/19/2016	AT & T	ACCT 234 271-7480 548 9 FINAL	010.4201.5403	(4.51)
270045	02/19/2016	AT & T	ACCT 235 841-3956 806 3	220.4303.5303	33.29
270045	02/19/2016	AT & T	ACCT 238 451-0183 919 0, RADIO	010.4145.5403	194.39
270046	02/19/2016	BAKER, MANOCK & JENSEN, PC	SM VALLEY WATER RIGHTS	640.4710.5575	5,439.69
270047	02/19/2016	BIG BRAND TIRE CO.	CASE#1600013-TIRE REMOVAL FOR	010.4204.5324	58.00
270048	02/19/2016	BREZDEN PEST CONTROL, INC	PEST CONTROL: REC DEPT	010.4213.5303	114.00
270048	02/19/2016	BREZDEN PEST CONTROL, INC	PEST CONTROL:PW ADMIN BLDG	010.4213.5603	137.50
270049	02/19/2016	CARQUEST AUTO PARTS	4608-LIGHT BULB	010.4203.5601	4.53
270049	02/19/2016	CARQUEST AUTO PARTS	FUEL FILTERS, OIL FILTERS-PW 3	220.4303.5603	36.45
270050	02/19/2016	CHAPARRAL	CONTRACT OVERAGE CHARGE	010.4421.5602	31.56
270050	02/19/2016	CHAPARRAL	COPY MACH MAINT 2/14-3/13	010.4421.5602	110.00
270050	02/19/2016	CHAPARRAL	COPY MACH MAINT-FEB 2016	010.4102.5602	264.42
270050	02/19/2016	CHAPARRAL	MAINT AGREEMENT-COPIER	010.4204.5602	119.55
270051	02/19/2016	CHARTER COMMUNICATIONS	FORENSICS INTERNET	010.4204.5607	60.88
270052	02/19/2016	CLINICAL LABORATORY OF	WATER SAMPLES-JAN 2016	640.4710.5310	339.00
270053	02/19/2016	COLLEGE TOWING SOUTH	TOWING SERVICE-CASE#1600013	010.4204.5324	308.00
270053	02/19/2016	COLLEGE TOWING SOUTH	TOWING SERVICE-CASE#1600205	010.4204.5324	81.00
270054	02/19/2016	COMPLUS DATA INNOVATIONS INC	PARKING CITATION PROCESSING FE	010.4204.5303	15.85
270055	02/19/2016	CRYSTAL SPRINGS WATER CO	BOTTLED WATER-COUNCIL CHAMBERS	010.4001.5201	18.35
270056	02/19/2016	DUKE	REFUND: KIDZ LOVE SOCCER-JOHN	010.0000.4605	98.00
270057	02/19/2016	ELECTRICRAFT INC	DESIGN/BUILD UPGRADES-RES#4 NO	640.5969.7001	2,749.07
270058	02/19/2016	FERGUSON ENTERPRISES, INC	(1) 4" GATEVALVE W/ MJ KIT	640.4712.5610	581.70
270058	02/19/2016	FERGUSON ENTERPRISES, INC	4" STEEL PIPES (21)	640.4712.5610	184.93
270059	02/19/2016	FRANK'S LOCK & KEY	FIRE STATION SERVICE CALL	010.4213.5604	50.00
270060	02/19/2016	FURNESS	REFUND-CHILDREN IN MOTION SOPH	010.0000.4602	36.25
270061	02/19/2016	GAS COMPANY	GAS SERVICES-1375 ASH	010.4145.5401	40.53
270061	02/19/2016	GAS COMPANY	GAS SERVICES-350 S ELM	010.4145.5401	128.15
270062	02/19/2016	GREENVALE TREE COMPANY	(5) PINE TREES-SOTO	010.4430.5605	475.00
270063	02/19/2016	HACH COMPANY	NEW DR900 COLORIMETER & CASE-P	640.4712.5603	1,561.18
270064	02/19/2016	HANSON AGGREG. MID PACIFIC INC	ASPHALT-SLURRY FOR W BRANCH SE	612.4610.5610	853.20
270064	02/19/2016	HANSON AGGREG. MID PACIFIC INC	ASPHALT-W BRANCH ST SEWER MAIN	612.4610.5610	257.61
270065	02/19/2016	INDOFF, INC	OFFICE SUPPLIES	010.4307.5201	78.81
270066	02/19/2016	KAUTZ TOWING	PW8 TOW FROM CITY HALL TO MULL	010.4301.5601	50.00
270067	02/19/2016	MCREYNOLDS	PARK DEPOSIT REFUND-RANCHO GRA	010.0000.2206	30.00
270068	02/19/2016	MINER'S ACE HARDWARE, INC	CORP YARD ANTENNA	350.5450.7001	10.78
270068	02/19/2016	MINER'S ACE HARDWARE, INC	LOPPER	010.4420.5273	53.99
270068	02/19/2016	MINER'S ACE HARDWARE, INC	PAINTBRUSH	640.4712.5273	4.31
270068	02/19/2016	MINER'S ACE HARDWARE, INC	PW5-FASTENERS, HOLD DOWN STRAP	612.4610.5603	8.61
270068	02/19/2016	MINER'S ACE HARDWARE, INC	TERM RING 22	640.4712.5603	2.80
270068	02/19/2016	MINER'S ACE HARDWARE, INC	TERM RING22, TER BUTT SPLIC22	640.4712.5603	6.03
270068	02/19/2016	MINER'S ACE HARDWARE, INC	YELLOW PAINT MARKER	640.4712.5255	4.96
270069	02/19/2016	MULLAHEY FORD	2009 AVENGER-PREP FOR SALE	010.4204.5601	128.02
270069	02/19/2016	MULLAHEY FORD	2009 AVENGER-PREP FOR SALE	010.4204.5601	128.02
270069	02/19/2016	MULLAHEY FORD	2009 AVENGER-PREP FOR SALE	010.4204.5601	251.46
270069	02/19/2016	MULLAHEY FORD	PW 33 -THE WORKS	220.4303.5601	42.24
270070	02/19/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-105 SHORT ST	010.4145.5401	116.08
270070	02/19/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-1501 HUCKLEBERRY	010.4145.5401	22.39

CITY OF ARROYO GRANDE
Check Register
2/16/2016-2/29/2016

Check #	Check Date	Vendor Last Name	Description	Acct #	GL Amount
270070	02/19/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-2001 NELSON ST	010.4145.5401	114.05
270070	02/19/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-SHORT ST	010.4145.5401	53.70
270070	02/19/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-W BRANCH/OLD RANCH RD	010.4145.5401	182.99
270071	02/19/2016	PAPA - PESTICIDE APPLICATORS	SEMINAR FEE-RON SIMPSON 3/30/1	220.4303.5501	80.00
270072	02/19/2016	PAREDES	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	30.00
270073	02/19/2016	PERFECTION FIRE PROTECTION	CITY HALL RESTROOM PROJECT	350.5455.7001	575.00
270074	02/19/2016	PETTY CASH	CIP ORAL BOARD INTERVIEW SUPPLIES	010.4307.5316	29.05
270074	02/19/2016	PETTY CASH	CRAIGSLIST JOB POSTING-MAINT WORKER	010.4420.5316	15.00
270074	02/19/2016	PETTY CASH	LAUNDRER TABLECLOTHS-XMAS PARTY	010.4101.5319	58.00
270074	02/19/2016	PETTY CASH	TIM SCHMIDT-REIMB MILEAGE CALL	220.4303.5501	19.55
270074	02/19/2016	PETTY CASH	TIP FOR DRIVER-XMAS PARTY 12/1	010.4101.5319	25.00
270074	02/19/2016	PETTY CASH	TRENCH & EXCAVATION WORKSHOP S	010.4307.5501	34.23
270074	02/19/2016	PETTY CASH	TUCKER SCHMIDT-REIMB CALLOUT M	640.4712.5501	12.65
270075	02/19/2016	QUAGLINO	REIMB-WATER DIST TEST	220.4303.5501	65.00
270075	02/19/2016	QUAGLINO	REIMB-WATER TREATMENT TEST	220.4303.5501	65.00
270076	02/19/2016	RICK'S VENDING	FILLED EGGS FOR EGG HUNT 3/26/	010.4424.5252	1,976.63
270077	02/19/2016	SANTA MARIA CHRYSLER JEEP	4602-PWR STEERING MAINT.	010.4203.5601	152.52
270078	02/19/2016	SE TECHNOLOGIES	(2) SAFETY SIGNS	640.4712.5255	21.60
270079	02/19/2016	SLO COUNTY SHERIFF'S DEPT	CLETS 2016	010.4204.5606	3,488.70
270080	02/19/2016	SPRINKLER KING INC	VARIOUS RESIDENTIAL IRRIGATION	226.4306.5303	6,350.00
270081	02/19/2016	STATEWIDE SAFETY & SIGNS INC	(6) VEST	220.4303.5613	113.41
270082	02/19/2016	TAYLOR BROTHERS DOOR LOCK LLC	LOCKDOWN LOCKS FOR DOORS	010.4201.5604	312.75
270083	02/19/2016	THOMPSON	REIMB MILEAGE-LEAGUE CM DEPT M	010.4101.5501	321.84
270084	02/19/2016	TRANSUNION RISK	INVESTIGATIVE SVCS-01/16	010.4204.5303	26.50
270085	02/19/2016	UNITED RENTALS NORTHWEST INC	TRENCH PLATE RENTAL	640.4712.5552	132.84
270086	02/19/2016	USA BLUE BOOK	PH/TEMP TESTER	640.4712.5603	145.04
270087	02/19/2016	WALLACE GROUP A CALIF CORP	Develop Project Management Pla	350.5442.7301	1,098.50
270088	02/19/2016	WELLS FARGO BANK	CORPORATE TRUST AGENT FEE	470.4850.5555	800.00
270090	02/19/2016	WILSON ELECTRIC COMPANY INC	WO2369-OAK PARK & JAMES WAY, R	220.4303.5303	96.66
270101	02/19/2016	ICMA RETIREMENT CORP	RETIREE MEDICAL	010.0000.1111	177.85
270101	02/19/2016	ICMA RETIREMENT CORP	RETIREE MEDICAL	010.4099.5136	5,290.66
270101	02/19/2016	ICMA RETIREMENT CORP	RETIREE MEDICAL	220.4303.5136	534.38
270101	02/19/2016	ICMA RETIREMENT CORP	RETIREE MEDICAL	640.4710.5136	45.51
270103	02/19/2016	PERS - ACTIVE MED	ACTIVE FIRE HEALTH ADMIN FEE	010.0000.1111	85.02
270103	02/19/2016	PERS - ACTIVE MED	ACTIVE HEALTH ADMIN FEE	010.4145.5131	287.19
270103	02/19/2016	PERS - ACTIVE MED	RETIREE HEALTH INSURANCE	010.0000.1111	258.52
270103	02/19/2016	PERS - ACTIVE MED	RETIREE HEALTH INSURANCE	010.4099.5136	5,233.94
270103	02/19/2016	PERS - ACTIVE MED	RETIREE HEALTH INSURANCE	220.4303.5136	765.09
270103	02/19/2016	PERS - ACTIVE MED	RETIREE HEALTH INSURANCE	640.4710.5136	126.17
270107	02/24/2016	CHEVRON & TEXACO CARD SERVICES	FUEL USAGE	010.4203.5608	77.00
270108	02/26/2016	AIRGAS USA, LLC	OXY/ACETYLENE BOTTLE RENTAL	220.4303.5552	91.85
270109	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP-HATS	010.4305.5143	37.73
270109	02/26/2016	ARAMARK UNIFORM SERVICES	BLDG MAINT-HATS	010.4213.5143	37.73
270109	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT HATS	010.4420.5143	37.73
270109	02/26/2016	ARAMARK UNIFORM SERVICES	SEWER DEPT HATS	612.4610.5143	37.73
270109	02/26/2016	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX HATS	010.4430.5143	37.73
270109	02/26/2016	ARAMARK UNIFORM SERVICES	STREETS DEPT HATS	220.4303.5143	37.74
270109	02/26/2016	ARAMARK UNIFORM SERVICES	WATER DEPT HATS	640.4712.5143	37.73
270110	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP TOWELS	010.4305.5303	9.90
270110	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP TOWELS	010.4305.5303	8.70

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270110	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	3.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	3.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	3.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	3.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	CORP YARD MATS	010.4213.5303	21.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	CORP YARD MATS	010.4213.5303	21.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	17.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	17.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	17.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	17.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	3.57
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	3.57
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	3.57
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	3.57
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	7.00
270110	02/26/2016	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	8.50
270110	02/26/2016	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	17.11
270110	02/26/2016	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	17.11
270110	02/26/2016	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	17.11
270110	02/26/2016	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	92.11
270110	02/26/2016	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4712.5143	20.99
270110	02/26/2016	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4712.5143	20.99
270110	02/26/2016	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4712.5143	20.99
270110	02/26/2016	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4712.5143	20.99
270111	02/26/2016	ARAMARK UNIFORM SERVICES	REC DEPT MATS	010.4213.5303	23.80
270111	02/26/2016	ARAMARK UNIFORM SERVICES	REC DEPT MATS	010.4213.5303	23.80
270112	02/26/2016	ARAMARK UNIFORM SERVICES	POLICE DEPT MATS	010.4213.5303	21.00
270112	02/26/2016	ARAMARK UNIFORM SERVICES	POLICE DEPT MATS	010.4213.5303	21.00
270113	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT MATS/MOPHEADS	010.4213.5303	20.30
270113	02/26/2016	ARAMARK UNIFORM SERVICES	PARKS DEPT MATS/MOPHEADS	010.4213.5303	20.30
270114	02/26/2016	ARAMARK UNIFORM SERVICES	CITY HALL MATS	010.4213.5303	10.50
270114	02/26/2016	ARAMARK UNIFORM SERVICES	CITY HALL MATS	010.4213.5303	10.50
270115	02/26/2016	ARROYO GRANDE AND GROVER	TBID ADMIN FEE	240.4150.5303	1,416.66
270115	02/26/2016	ARROYO GRANDE AND GROVER	TBID MISC EXPENSE	240.4150.5301	109.29
270116	02/26/2016	ARROYO GRANDE GLASS & MIRROR	BRONZE ALUM RETROFIT WINDOW-CO	010.4213.5303	888.87
270117	02/26/2016	BANK OF AMERICA	2016 TRAINING-ADV CEQA WORKSHO	010.4130.5501	675.00
270117	02/26/2016	BANK OF AMERICA	AGGB CHAMBER LUNCH-CM	010.4101.5501	195.00
270117	02/26/2016	BANK OF AMERICA	AMAZON-METAL HALIDE BULBS	010.4213.5604	361.80
270117	02/26/2016	BANK OF AMERICA	AMAZON-SPRAY GUN	010.4420.5603	159.74
270117	02/26/2016	BANK OF AMERICA	CAFR SUPPLIES	010.4120.5201	26.98
270117	02/26/2016	BANK OF AMERICA	CDW-WIRELESS KEYBOARD, MOUSE,	010.4140.5602	332.52
270117	02/26/2016	BANK OF AMERICA	CITY CLERKS ASSOC-MEMBER DUES	010.4002.5503	55.00
270117	02/26/2016	BANK OF AMERICA	CLOSE OUT BATS-BATS	010.4424.5257	651.60
270117	02/26/2016	BANK OF AMERICA	CM MTG-MARGIE'S DINER	010.4101.5501	20.01

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270117	02/26/2016	BANK OF AMERICA	FARM SUPPLY-STALL MAT	010.4305.5255	46.43
270117	02/26/2016	BANK OF AMERICA	INTL SOC OF ARBORICULTURE-MEMB	010.4420.5501	170.00
270117	02/26/2016	BANK OF AMERICA	JOB POSTING-CAP IMP PROJECT MG	010.4307.5316	15.00
270117	02/26/2016	BANK OF AMERICA	JOB POSTING-PD TRAINING TECH	010.4201.5316	15.00
270117	02/26/2016	BANK OF AMERICA	JOB POSTING-PRESCHOOL TEACHER	010.4421.5316	15.00
270117	02/26/2016	BANK OF AMERICA	KELLY'S SPORTS-BATS	010.4424.5257	257.44
270117	02/26/2016	BANK OF AMERICA	LANDSCAPE DISCOUNT-BIOBARRIER	010.4420.5274	558.99
270117	02/26/2016	BANK OF AMERICA	LOCC CM DEPT MTG	010.4101.5501	484.14
270117	02/26/2016	BANK OF AMERICA	MEETING SUPPLIES-BRIDGE ST BRI	350.5608.7301	25.18
270117	02/26/2016	BANK OF AMERICA	OFFICE DEPOT-OFFICE SUPPLIES	010.4421.5201	90.94
270117	02/26/2016	BANK OF AMERICA	OFFICE DEPOT-OFFICE SUPPLIES	010.4421.5201	112.53
270117	02/26/2016	BANK OF AMERICA	OFFICE DEPOT-OFFICE SUPPLIES	010.4423.5253	130.87
270117	02/26/2016	BANK OF AMERICA	OFFICE MAX/OFFICE DEPOT-OFFICE	010.4426.5306	85.92
270117	02/26/2016	BANK OF AMERICA	OFFICE SUPPLIES	010.4101.5201	14.04
270117	02/26/2016	BANK OF AMERICA	PICKLEBALL CENTRAL-PICKLEBALL	010.4424.5257	89.97
270117	02/26/2016	BANK OF AMERICA	PICKLEBALL PADDLE PLUS-PICKLEB	010.4424.5257	239.90
270117	02/26/2016	BANK OF AMERICA	POWER CORD	010.4301.5255	69.22
270117	02/26/2016	BANK OF AMERICA	PRESCHOOL SUPPLIES	010.4423.5253	120.15
270117	02/26/2016	BANK OF AMERICA	SAFETY DEPOT-RAIN GEAR	220.4303.5255	73.30
270117	02/26/2016	BANK OF AMERICA	SCHOOL OUTFITTERS	010.0000.2032	670.73
270117	02/26/2016	BANK OF AMERICA	SCHOOL YEAR SUPPLIES	010.4425.5255	668.65
270117	02/26/2016	BANK OF AMERICA	SMART & FINAL-YOUTH B'BALL SUP	010.4426.5201	11.97
270117	02/26/2016	BANK OF AMERICA	SNACK SUPPLIES	010.4425.5259	293.25
270117	02/26/2016	BANK OF AMERICA	SPYGLASS REST-EXECUTIVE WORKSH	010.4145.5501	75.00
270118	02/26/2016	BARNETT COX & ASSOC	WEBHOSTING TBID	240.4150.5303	30.00
270119	02/26/2016	BIG BRAND TIRE CO.	4602-OIL CHANGE	010.4203.5601	41.42
270119	02/26/2016	BIG BRAND TIRE CO.	4607-RESURFACE ROTORS	010.4203.5601	20.00
270120	02/26/2016	BLACKMON	REIMB-WDS OPER & MAINT COURSE	640.4712.5501	118.68
270121	02/26/2016	BOB'S EXPRESS WASH	CAR WASH-PD ADMIN	010.4201.5601	18.00
270121	02/26/2016	BOB'S EXPRESS WASH	CAR WASH-PD PATROL	010.4203.5601	147.00
270121	02/26/2016	BOB'S EXPRESS WASH	CAR WASH-PD SUPPORT SVCS	010.4204.5601	59.00
270122	02/26/2016	CA ST BOARD OF EQUALIZATION	2015 USE TAX	010.0000.2014	1,490.00
270123	02/26/2016	CARQUEST AUTO PARTS	AUTO STETHOSCOPE	640.4712.5255	9.92
270123	02/26/2016	CARQUEST AUTO PARTS	LARGE BATTERY BOX	350.5450.7001	15.94
270124	02/26/2016	CENTRAL COAST FENCE, INC	CORP YARD ANTENNA	350.5450.7001	5.83
270125	02/26/2016	CENTRAL COAST PRINTING	#10 ENVELOPES-LEGIS & IT SVCS	010.4102.5255	194.40
270126	02/26/2016	CHAPARRAL	TONER-PRINTERS (SISKO)	010.4120.5201	128.42
270127	02/26/2016	CHARTER COMMUNICATIONS	BUS DARK FIBER-REC DEPT	010.4145.5401	710.64
270127	02/26/2016	CHARTER COMMUNICATIONS	BUS TV CORP YARD	010.4307.5303	45.43
270127	02/26/2016	CHARTER COMMUNICATIONS	BUSINESS DARK FIBER-215 E BRAN	010.4145.5401	26.72
270127	02/26/2016	CHARTER COMMUNICATIONS	BUSINESS TV-215 E BRANCH	010.4145.5401	46.53
270127	02/26/2016	CHARTER COMMUNICATIONS	BUSINESS TV-300 E BRANCH	010.4145.5401	50.76
270127	02/26/2016	CHARTER COMMUNICATIONS	BUSINESS TV-REC DEPT	010.4145.5401	12.72
270127	02/26/2016	CHARTER COMMUNICATIONS	IT BROADBAND CONNECTION	010.4140.5303	250.00
270128	02/26/2016	COAST RIDERS POWERSPORTS	4621-REPAIRS	010.4203.5601	836.15
270129	02/26/2016	COLLEGE TOWING SOUTH	TOWING SERVICE-INVESTIGATIONS	010.4204.5324	81.00
270129	02/26/2016	COLLEGE TOWING SOUTH	TOWING SERVICE-INVESTIGATIONS	010.4204.5324	41.00
270130	02/26/2016	CUSTOM SEWING	UNIFORMS ALTERATIONS-PATROL	010.4203.5272	30.00
270130	02/26/2016	CUSTOM SEWING	UNIFORMS ALTERATIONS-PATROL	010.4203.5272	10.00
270130	02/26/2016	CUSTOM SEWING	UNIFORMS ALTERATIONS-PATROL	010.4203.5272	10.00

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270130	02/26/2016	CUSTOM SEWING	UNIFORMS ALTERATIONS-PATROL	010.4203.5272	10.00
270130	02/26/2016	CUSTOM SEWING	UNIFORMS ALTERATIONS-PATROL	010.4203.5272	20.00
270131	02/26/2016	DEWAR, INC	4620 & 4621 FUEL	010.4203.5608	33.65
270132	02/26/2016	FASTENAL COMPANY	44 GALL TRASH CAN	010.4430.5605	47.09
270132	02/26/2016	FASTENAL COMPANY	SAFETY GLASSES, MINI HAND TAPP	010.4305.5255	168.24
270133	02/26/2016	FENCE FACTORY	SWINGING BRIDGE-300' 9 GAUGE 4	220.4303.5613	779.40
270134	02/26/2016	FERGUSON ENTERPRISES, INC	(14) B9X METER BOX	640.4712.5610	362.88
270134	02/26/2016	FERGUSON ENTERPRISES, INC	6" GASKETS, HYDRANT BOLT SETS,	640.4712.5610	172.80
270134	02/26/2016	FERGUSON ENTERPRISES, INC	8" GATE VALVE & ACCS-VALVE REP	640.4712.5610	1,318.14
270134	02/26/2016	FERGUSON ENTERPRISES, INC	VALVE MACHINE REPAIR KIT	640.4712.5603	781.55
270135	02/26/2016	FRANK'S LOCK & KEY	BBQ KEY	010.4420.5605	2.16
270136	02/26/2016	GAS COMPANY	GAS SERVICES-200 N HALCYON	010.4145.5401	114.76
270137	02/26/2016	HAWKES REAL ESTATE APPRAISAL	APPRAISAL JACOBEN PROPERTY-1/2	350.5422.7302	1,600.00
270138	02/26/2016	HEACOCK TRAILERS & TRUCK	TIE RINGS, D-RINGS FOR PW23 &	010.4305.5255	138.24
270139	02/26/2016	HOPKINS TECHNICAL PRODUCTS INC	ANALYZER PARTS FOR WELLS 1-8	640.4711.5603	550.75
270140	02/26/2016	LENHARDT ENGINEERING, INC.	Assist City in adhering to its	218.4101.5303	3,555.00
270141	02/26/2016	LUCIA MAR UNIFIED SCHOOL DIST	ROOM USE FEE-01/16-OCEAN VIEW	010.4425.5303	210.00
270142	02/26/2016	LUCIA MAR UNIFIED SCHOOL DIST	JUDKINS SPRING 2016-ADULT BASK	010.4424.5257	15.00
270142	02/26/2016	LUCIA MAR UNIFIED SCHOOL DIST	OCC-SUMMER FALL 2016 ADULT BAS	010.4424.5257	15.00
270143	02/26/2016	MINER'S ACE HARDWARE, INC	9 VOLT BATTERIES	010.4420.5605	8.63
270143	02/26/2016	MINER'S ACE HARDWARE, INC	BLEACH	640.4712.5274	22.65
270143	02/26/2016	MINER'S ACE HARDWARE, INC	BLUE TOP TARP, 2 BUNGEES-WELDI	010.4305.5255	27.18
270143	02/26/2016	MINER'S ACE HARDWARE, INC	CORP YARD ANTENNA	350.5450.7001	75.36
270143	02/26/2016	MINER'S ACE HARDWARE, INC	CORP YARD ANTENNA	350.5450.7001	39.94
270143	02/26/2016	MINER'S ACE HARDWARE, INC	CORP YARD ANTENNA	350.5450.7001	50.36
270143	02/26/2016	MINER'S ACE HARDWARE, INC	P56 STOCK-SHOVEL, GREASE	010.4420.5605	45.32
270143	02/26/2016	MINER'S ACE HARDWARE, INC	P56/SHOP-GLOVES, SCOOP	010.4420.5605	50.74
270143	02/26/2016	MINER'S ACE HARDWARE, INC	SOTO-QUICK CRETE	220.4303.5613	20.02
270143	02/26/2016	MINER'S ACE HARDWARE, INC	SOTO-SCREWDRIIVER, CLAMP, PLUMB	010.4420.5605	7.74
270144	02/26/2016	MULLAHEY FORD	PW14 SERVICE	220.4303.5601	45.48
270145	02/26/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-232 CRANBERRY ST	612.4610.5402	278.45
270145	02/26/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-300 E BRANCH	010.4145.5401	1,149.32
270145	02/26/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-484 BAKEMAN LN	219.4460.5304	10.19
270145	02/26/2016	PACIFIC GAS & ELECTRIC CO	ELECTRIC-STREET LIGHTING	010.4307.5402	18,327.23
270146	02/26/2016	PACIFIC INDUSTRIAL SUPPLY	FLOORING MTLs FOR RESTROOM	010.4213.5604	862.73
270147	02/26/2016	PAPER CONNECTION	COPY PAPER-CITY HALL	010.4102.5255	361.53
270148	02/26/2016	PARAMOUNT CLEANERS	UNIFORM CLEANING-ADMIN	010.4201.5303	4.50
270148	02/26/2016	PARAMOUNT CLEANERS	UNIFORM CLEANING-PATROL SVCS	010.4203.5303	298.25
270148	02/26/2016	PARAMOUNT CLEANERS	UNIFORM CLEANING-SUPPORT SVCS	010.4204.5303	236.75
270149	02/26/2016	PITNEY BOWES, INC	POSTAGE MACH RENTAL FEE	010.4102.5602	625.83
270150	02/26/2016	R & T EMBROIDERY, INC	PATROL CAPS	010.4203.5272	1,574.91
270151	02/26/2016	RANGE MASTER	2 BODY ARMOR VESTS-(BIO & READ	010.4203.5272	1,434.00
270152	02/26/2016	RG PACIFIC LLC	FINAL PYMT-WEBSITE REDESIGN	240.4150.5303	5,000.00
270152	02/26/2016	RG PACIFIC LLC	TBID WEB MKTG, WEBSITE, SOCIAL	240.4150.5301	7,916.66
270153	02/26/2016	ROBLES	REIMB FOR T-1 EXAM FEE	640.4712.5501	50.00
270154	02/26/2016	ROGERS	REIMB-SPORTS SUPPLIES-COOLER	010.4424.5257	43.19
270155	02/26/2016	RUFFONI'S SERVICES INC	WATER FILTER	010.4213.5604	53.95
270156	02/26/2016	SCHOFIELD ELECTRIC INC	RELOCATE IRRIGATION CONTROLLER	010.4420.5303	883.00
270156	02/26/2016	SCHOFIELD ELECTRIC INC	REMOVE & REPLACE LOAD CTR-SOTO	010.4213.5303	1,500.00
270157	02/26/2016	SENSUS METERING SYSTEMS INC	ANNUAL AUTOREAD SOFTWARE SUPPO	640.4710.5303	1,694.28

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270158	02/26/2016	SITEONE LANDSCAPE SUPPLY LLC	(21) PGP	010.4430.5605	277.91
270158	02/26/2016	SITEONE LANDSCAPE SUPPLY LLC	2 SOLENOID	010.4430.5605	44.70
270158	02/26/2016	SITEONE LANDSCAPE SUPPLY LLC	I CORE CONTROLLER & MODULE	010.4430.5605	359.14
270159	02/26/2016	SLO COUNTY AIR POLLUTION	PERMIT RENEWAL FEE-STANDBY GEN	640.4710.5303	784.00
270160	02/26/2016	SLO COUNTY CLERK-RECORDER	ENVIRONMENTAL DOC FILING FEE-H	010.0000.4518	2,260.25
270161	02/26/2016	SLO COUNTY NEWSPAPERS	NORICE OF PUB HEARING-STARBUCK	010.4002.5301	166.98
270161	02/26/2016	SLO COUNTY NEWSPAPERS	NOTICE OF PUB HEARING-LANDSCAP	010.4002.5301	350.30
270161	02/26/2016	SLO COUNTY NEWSPAPERS	NOTICE OF PUB HEARNG-MED MJ	010.4002.5301	327.70
270161	02/26/2016	SLO COUNTY NEWSPAPERS	OAK PARK/101 TRAFFIC SIGNAL	350.5603.7301	585.64
270161	02/26/2016	SLO COUNTY NEWSPAPERS	PUB HEARING-COND'L USE PERMIT	010.4130.5301	169.50
270161	02/26/2016	SLO COUNTY NEWSPAPERS	PUB HEARING-HOUSING ELEMENT UP	010.4130.5301	350.30
270161	02/26/2016	SLO COUNTY NEWSPAPERS	SUMMARY ORD 674-MED MJ	010.4002.5301	254.10
270161	02/26/2016	SLO COUNTY NEWSPAPERS	SUMMARY ORD-MED MJ	010.4002.5301	183.92
270162	02/26/2016	SP MAINTENANCE SERVICES, INC	CORP YARD SWEEPS-1/6/16	220.4303.5303	80.00
270163	02/26/2016	STEDNITZ	REFUND-MUSICAL THEATER CLASS T	010.0000.4605	10.00
270164	02/26/2016	STERLING COMMUNICATIONS	ANTENNA BASE	220.4303.5303	106.93
270165	02/26/2016	STREATOR PIPE & SUPPLY	(2) GALV. ST 90 DEGREE-NO2 RED	640.5969.7001	5.76
270166	02/26/2016	THOMSON REUTERS WEST	2016 JUVE CODE BOOK SUBSCRIPTI	010.4201.5503	95.04
270167	02/26/2016	U.S. BANK EQUIPMENT FINANCE	COPY MACH LEASE PYMT	010.4201.5803	375.39
270168	02/26/2016	UNITED STAFFING ASSOC.	PAYROLL FOR:M. BLATTER, W/E 2/	010.4420.5303	225.62
270169	02/26/2016	VERIZON WIRELESS	ACCT472480460-00001	010.4145.5403	418.11
270170	02/26/2016	VISIT SAN LUIS OBISPO COUNTY	CA STATE VISITOR'S GUIDE AD	240.4150.5301	6,500.00
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT BRIDGE ST BRIDGE	350.5608.7301	1,897.50
270171	02/26/2016	WALLACE GROUP A CALIF CORP	GENERAL CONSULTING FOR PUBLIC WORKS	010.4307.5303	2,492.75
270171	02/26/2016	WALLACE GROUP A CALIF CORP	MANAGEMENT OF FOG PROGRAM	612.4610.5303	1,166.27
270171	02/26/2016	WALLACE GROUP A CALIF CORP	ON CALL SURVEY	010.4301.5303	200.00
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT ORO & PLATINO DRAINAGE	350.5757.7301	169.00
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT CORPORATION YARD	350.5416.7301	422.50
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT MID BLOCK CROSSWALKS	350.5665.7301	126.75
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT SOTO SPORTS ADA IMPROV.	350.5548.7301	126.75
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT THE PIKE SEWER REHAB	612.5818.7301	135.20
270171	02/26/2016	WALLACE GROUP A CALIF CORP	PROJ MANAGEMENT EMAN CT/NEWMAN DR	612.5828.7301	33.80
270172	02/26/2016	WATER SYSTEMS CONSULTING INC	MODEL RUN FOR 251 GRAND CHEVRO	640.4710.5303	231.00
270172	02/26/2016	WATER SYSTEMS CONSULTING INC	On-call Engineering Services f	640.5924.7501	9,714.00
270173	02/26/2016	WITMER-TYSON IMPORTS INC	MONTHLY K-9 MAINT TRAINING	010.4203.5322	500.00
					149,672.23

CITY OF ARROYO GRANDE
DEPARTMENTAL LABOR DISTRIBUTION
PAY PERIOD

1/29/2016 - 2/11/2016

02/19/16

BY FUND		BY ACCOUNT	
General Fund	285,001.76	5101	Salaries Full time 243,109.77
Streets Fund	12,205.74	5102	Salaries Part-Time - PPT 8,884.53
FCFA	120,159.75	5103	Salaries Part-Time - TPT 31,417.39
Sewer Fund	4,871.30	5105	Salaries OverTime 16,617.46
Water Fund	21,778.81	5106	Salaries Strike Team OT -
	<u>444,017.36</u>	5107	Salaries Standby 526.90
		5108	Holiday Pay 3,129.09
		5109	Sick Pay 4,373.03
		5110	Annual Leave Buyback -
		5111	Vacation Buyback -
		5112	Sick Leave Buyback -
		5113	Vacation Pay 5,929.98
		5114	Comp Pay 1,936.56
		5115	Annual Leave Pay 7,142.85
		5116	Salaries - Police FTO -
		5121	PERS Retirement 39,244.91
		5122	Social Security 22,755.90
		5123	PARS Retirement 568.07
		5126	State Disability Ins. 1,372.39
		5127	Deferred Compensation 841.67
		5131	Health Insurance 48,963.75
		5132	Dental Insurance 3,952.41
		5133	Vision Insurance 919.82
		5134	Life Insurance 460.58
		5135	Long Term Disability 564.10
		5143	Uniform Allowance -
		5144	Car Allowance 637.50
		5146	Council Expense -
		5147	Employee Assistance -
		5148	Boot Allowance -
		5149	Motor Pay 71.20
		5150	Bi-Lingual Pay 25.00
		5151	Cell Phone Allowance 572.50
			<u>444,017.36</u>
OVERTIME BY DEPARTMENT:			
Administrative Services	-		
Community Development	-		
Police	4,931.30		
Fire	11,417.42		
Public Works - Maintenance	-		
Public Works - Enterprise	268.74		
Recreation - Administration	-		
Recreation - Special Events	-		
Children In Motion	-		
	<u>16,617.46</u>		

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ACTION MINUTES

REGULAR MEETING OF THE CITY COUNCIL TUESDAY, FEBRUARY 9, 2016 COUNCIL CHAMBERS, 215 EAST BRANCH STREET ARROYO GRANDE, CALIFORNIA

1. CALL TO ORDER

Mayor Hill called the Regular City Council Meeting to order at 6:00 p.m.

2. ROLL CALL

City Council: Council Members Jim Guthrie, Tim Brown, Kristen Barneich, Mayor Pro Tem Barbara Harmon and Mayor Jim Hill were present.

Staff Present: City Manager Dianne Thompson, City Attorney Heather Whitham, Director of Legislative and Information Services/City Clerk Kelly Wetmore, Director of Administrative Services Debbie Malicoat, Community Development Director Teresa McClish, Associate Planner Matt Downing, City Engineer Matt Horn, GIS Technician Camilla Greenbach, and Public Works Director Geoff English.

3. MOMENT OF REFLECTION

4. FLAG SALUTE

Members of Junior Girl Scout Troop 41049 led the Flag Salute.

5. AGENDA REVIEW

5.a. Closed Session Announcements.

None.

5.b. Ordinances Read in Title Only.

Council Member Brown moved, Council Member Barneich seconded, and the motion passed unanimously that all ordinances presented at the meeting shall be read by title only and all further readings be waived.

6. SPECIAL PRESENTATIONS

6.b. Presentation of the City's Geographic Information System (GIS) by Cammie Greenbach, GIS Technician

City Manager Thompson introduced Cammie Greenbach, GIS Technician, and presented a biography of her educational background and achievements. Ms. Greenbach then provided a presentation of the City's GIS System.

6.a. Presentation by Five Cities Homeless Coalition

Janna Nichols, representing the 5 Cities Homeless Coalition, provided an overview of the financial, educational, and healthcare services and programs the Coalition provides; spoke regarding the lack of a homeless shelter in the South County; challenges in locating facilities to provide warming shelters; cited homeless population statistics; requested the City streamline the permit process for applicants willing to open warming shelters in the City; stated that the Coalition is looking for long term solutions for providing emergency warming shelters; stated the Coalition is not looking for a City facility at this time, and no financial support is needed as the

Coalition just recently received a generous grant. Ms. Nichols responded to questions from Council.

7. CITIZENS' INPUT, COMMENTS, AND SUGGESTIONS

Mayor Hill invited public comment. Speaking from the public were Trudy Jarrett, about civil discourse and provided pamphlets to assist with civil discourse during public meetings; Linda Osty, Arroyo Grande, who offered an invocation and commented that she will be sending postcards to Troops and shared a message from one of the postcards; April McLaughlin, commented that she attended the January 28th meeting with District 3 contenders and noted that it was a good example of civility; Mike Daly, Vista del Mar resident, expressed concerns about the adjacent development and construction site trash, excessive run-off into the street and neighboring properties and requested the Council to look into the matter; Bob Cuddy, Arroyo Grande, expressed concern regarding the civility of Council toward City staff and asked what the City is going to do about it and if the programs offered by the insurance company would be offered; Devin Ward, Arroyo Grande, stated he has been diagnosed with ALS, that he uses medical cannabis for easing his pain, and spoke in opposition to the medical marijuana ordinance; Darrell Berg, Heights at Vista del Mar, questioned the Hydrology report for the project and expressed concerns with construction run-off and undersized basins; Patty Welsh, stated she attended a public safety emergency preparedness presentation, spoke of the CERT program, and that it is available for the public to attend.

8. CITY MANAGER REPORT:

City Manager Thompson provided a status report on items recently considered by the Planning Commission and Architectural Review Committee; a meeting to be held with local bar owners regarding music noise complaints; the swinging bridge maintenance project; and upcoming agenda items.

9. CONSENT AGENDA

Mayor Pro Tem Harmon requested Item 9.c. be pulled.

Mayor Hill invited public comment on the Consent Agenda. No public comments were received.

Action: Council Member Barneich moved, and Council Member Brown seconded the motion to approve Consent Agenda Items 9.a., and 9.b., with the recommended courses of action. The motion passed on the following roll-call vote:

AYES: Barneich, Brown, Guthrie, Harmon, Hill
NOES: None
ABSENT: None

9.a. Consideration of Cash Disbursement Ratification.

Action: Ratified the listing of cash disbursements for the period January 16, 2016 through January 31, 2016.

9.b. Consideration of a Resolution Authorizing Submittal of an Application to the Department of Resources Recycling and Recovery for Payment Programs and Related Authorizations.

Action: Adopted a Resolution entitled: ***"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS"***.

ITEM PULLED FROM THE CONSENT AGENDA

9.c. Consideration of Adoption of an Ordinance Regulating Expanded Polystyrene Food Containers and Products; Location: Citywide; Applicant – City of Arroyo Grande.

Recommended Action: Adopt an Ordinance adding Chapter 8.34 to Title 8 of the Arroyo Grande Municipal Code regulating expanded polystyrene food containers and products.

In response to a request by Mayor Pro Tem Harmon, staff reviewed the results of the survey distributed by the AGGB Chamber of Commerce to businesses regarding the use of polystyrene products, and stated that the City would conduct outreach to educate the businesses about the provisions of the Ordinance.

Mayor Hill invited public comment. Speaking from the public were Beatrice Spencer, who asked where Styrofoam packing material can be taken for recycling; Jeanine Rands, SLO Foam Free, in support of the proposed Ordinance; and Patty Welsh, expressed concern that the businesses were not contacted. No further comments were received.

Action: Council Member Barneich moved to adopt an Ordinance entitled: **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ADDING CHAPTER 8.34 TO TITLE 8 OF THE ARROYO GRANDE MUNICIPAL CODE REGULATING EXPANDED POLYSTYRENE FOOD CONTAINERS AND PRODUCTS”**. Council Member Brown seconded, and the motion passed on the following roll-call vote:

AYES: Barneich, Brown, Guthrie, Hill
NOES: Harmon
ABSENT: None

10. PUBLIC HEARINGS

10.a. Consideration of Conditional Use Permit 15-010; Incidental On-site Sale of Beer and Wine with Associated Architectural Modifications; Location: 924 West Branch Street; Applicant: Starbucks Coffee Company; Representative: Spencer Regnery, GPA Inc.

Associate Planner Downing presented the staff report and recommended that the Council adopt a Resolution approving Conditional Use Permit 15-010 for the incidental on-site sale of beer and wine with associated architectural modifications at Starbucks located at 924 West Branch Street. Staff responded to questions from Council.

Spencer Regnery, applicant, provided an overview of the proposal to enhance evening service to customers; and responded to concerns about the sale of beer and wine as it relates to minors.

Mayor Hill opened the public hearing. Speaking from the public were Ann Lundeen, spoke in opposition of the proposal; Glen Hoving, spoke in support of the proposal; Beatrice Spencer, spoke in support of the proposal; and Dr. Gene Reynolds, spoke in opposition to the proposal. Hearing no further comments, Mayor Hill closed the public hearing.

Council comments ensued in support of the project; however, concerns were expressed regarding the sale of alcohol at this Starbucks location, that the location is not favorable for kids

who frequent this location, that additional security cameras should be installed, and whether a one-year look back provision should be added.

Action: Mayor Pro Tem Harmon moved to adopt a Resolution entitled: **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING CONDITIONAL USE PERMIT 15-010; LOCATED AT 924 WEST BRANCH STREET; APPLIED FOR BY STARBUCKS COFFEE COMPANY”**. Council Member Guthrie seconded, and the motion passed on the following roll-call vote:

AYES: Harmon, Guthrie, Hill
NOES: Brown, Barneich
ABSENT: None

11. OLD BUSINESS

None.

Mayor Hill called for a break at 8:50 p.m. The Council reconvened at 8:55 p.m.

12. NEW BUSINESS

12.a. Drainage Infrastructure Assessment and Replacement Report.

City Manager Thompson introduced the item and Public Works Director English presented the staff report and recommended that the Council receive and provide comments and direction on the draft Drainage Infrastructure Assessment and Replacement Report. Staff responded to questions from Council.

Mayor Hill invited public comment. No public comments were received.

No formal action was taken and the report was received and filed.

13. CITY COUNCIL REPORTS

The Mayor and Council Members provided brief reports from the following committee, commission, board, or other subcommittee meetings that they attended as the City’s appointed representative.

(a) MAYOR HILL:

- (1)** South San Luis Obispo County Sanitation District (SSLOCSD)
- (2)** Brisco/Halcyon Interchange Subcommittee
- (3)** Oversight Board to the Successor Agency to the Dissolved Arroyo Grande Redevelopment Agency
- (4)** California Joint Powers Insurance Authority (CJPIA)
- (5)** Zone 3 Advisory Board (Attended as the Alternate)

(b) MAYOR PRO TEM HARMON:

- (1)** County Water Resources Advisory Committee (WRAC)
- (2)** Air Pollution Control District (APCD)
- (3)** Five Cities Fire Authority (FCFA)
- (4)** Other

- (c) COUNCIL MEMBER GUTHRIE:**
 - (1) San Luis Obispo Council of Governments/Regional Transit Authority (SLOCOG/RTA)
 - (2) South County Transit (SCT)
 - (3) Tourism Committee
 - (4) Brisco/Halcyon Interchange Subcommittee
 - (5) Other

- (d) COUNCIL MEMBER BROWN:**
 - (1) Integrated Waste Management Authority Board (IWMA)
 - (2) Economic Vitality Corporation (EVC)
 - (3) Other

- (e) COUNCIL MEMBER BARNEICH:**
 - (1) Zone 3 Water Advisory Board
 - (2) Homeless Services Oversight Council (HSOC)
 - (3) Other

Mayor Hill invited public comment. Speaking from the public were April McLaughlin, inquiring about the difference between the Tourism Committee and the Arroyo Grande Tourism Business Improvement District Board and which one is a public meeting versus a private meeting; and Beatrice Spencer, who commented on the Sanitation District and related Knudsen Report, a letter she sent to the District Attorney and FBI Director in Santa Maria, urged residents to write to the District Attorney, FBI and Attorney General in Sacramento, and requested the City to sever its relationship with Wallace Group.

14. COUNCIL COMMUNICATIONS

In response to a question by Council Member Guthrie about whether the City sent a response to the CJPIA letter, City Manager Thompson replied that she had received information regarding training that was available at no cost to the City. Following brief discussion, it was agreed a facilitated Goal Setting/Team Building Workshop would be scheduled for Council and staff participation.

Council Member Brown requested placing on a future agenda modification of the medical marijuana ordinance to allow limited cultivation. Mayor Hill agreed.

City Attorney Whitham commented that the Council should wait until the Ordinance takes effect and that it would take time to thoroughly look at all the options and prepare a revised ordinance. City Attorney Whitham also commented that the discussion about amending the policy to allow one Council Member with the consensus of a second Council Member to put things on the agenda has not yet been adopted and that staff had been directed to create that new language and bring back a Resolution to make that change to the policy.

Council Member Guthrie expressed support to bring back the medical marijuana ordinance with additional direction to attempt to assess the potential items that might be on the November ballot that could make recreational marijuana use legal and what implications that might have.

City Attorney Whitham reviewed direction from Council to bring back at a later date after the Ordinance has taken effect with modifications to allow limited cultivation by medical marijuana patients.

Council Member Barneich expressed support for modification of the ordinance and that she would like all research be done.

Mayor Pro Tem Harmon commented that an outreach and focus group should be held with those who are using medical marijuana as a treatment to help draw parameters.

Mayor Hill invited public comment. Speaking from the public were Julie, who commented that she spoke with the man who was diagnosed with ALS, that his time is very limited, that the Council should add a condition now for terminally ill patients and then continue on with further modifications to the Ordinance; Beatrice Spencer, suggested reaching out to Hospice.

Action: Council Member Brown moved to place the issue of modifying the medical marijuana ordinance on the agenda for discussion 60 days from today's date. Mayor Hill seconded, and the motion passed unanimously by voice vote.

Council Member Barneich announced the Storm Rewards and Rebates workshop being held on March 3, 2016 at the Council Chambers.

Action: Council Member Barneich moved to bring back on the next agenda a declaration of an emergency shelter crisis. Mayor Hill seconded, and the motion passed unanimously by voice vote.

Mayor Hill expressed concern with the State STIP funding being cut with regard to the Brisco Road Interchange project, and reported that he visited the New Tech High School in Nipomo.

15. CLOSED SESSION

At 10:45 p.m., City Attorney Heather Whitham announced the City Council would adjourn to closed session to consider the following item:

- **Public Employee Performance Evaluation** pursuant to Government Code Section 54957:
Title: City Manager

Adjourned to Closed Session.

16. RECONVENE TO OPEN SESSION:

Mayor Hill reconvened the meeting to open session at 11:19 p.m. City Manager Thompson announced that the Council agreed to the parameters for the City Manager evaluation process. No reportable action was taken.

17. ADJOURNMENT

Mayor Hill adjourned the meeting at 11:19 p.m.

Jim Hill, Mayor

ATTEST:

**Kelly Wetmore, City Clerk
(Approved at CC Mtg _____)**

ACTION MINUTES

REGULAR MEETING OF THE CITY COUNCIL TUESDAY, FEBRUARY 23, 2016 COUNCIL CHAMBERS, 215 EAST BRANCH STREET ARROYO GRANDE, CALIFORNIA

1. CALL TO ORDER

Mayor Hill called the Regular City Council Meeting to order at 6:00 p.m.

2. ROLL CALL

City Council: Council Members Jim Guthrie, Tim Brown, Kristen Barneich, Mayor Pro Tem Barbara Harmon and Mayor Jim Hill were present.

Staff Present: City Manager Dianne Thompson, City Attorney Heather Whitham, Director of Legislative and Information Services/City Clerk Kelly Wetmore, Director of Administrative Services Debbie Malicoat, Community Development Director Teresa McClish, City Engineer Matt Horn, Public Works Director Geoff English, and Police Chief Steven Annibali.

3. MOMENT OF REFLECTION

4. FLAG SALUTE

Bob Mires, representing Arroyo Grande Rotary Club, led the Flag Salute.

5. AGENDA REVIEW

5.a. Closed Session Announcements.

City Council Regular Meeting of February 9, 2016:

- Public Employee Performance Evaluation pursuant to Government Code Section 54957:
Title: City Manager

City Manager Thompson announced that the Council agreed to the parameters for the City Manager evaluation process.

5.b. Ordinances Read in Title Only.

Council Member Guthrie moved, Council Member Brown seconded, and the motion passed unanimously that all ordinances presented at the meeting shall be read by title only and all further readings be waived.

6. SPECIAL PRESENTATIONS

6.a. Introduction of New Full-Time Employees.

City Manager Thompson introduced new full-time Public Works Maintenance Worker employees Matt Blockman, Miguel Robles, and Ryan Roberts and provided a brief overview of their background and experience.

6.b. Honorary Proclamation Recognizing February 23, 2016 as “World Spay Day”.

Mayor Hill presented an Honorary Proclamation recognizing February 23, 2016 as “World Spay Day”. Mary Buehnerkemper, Feline Network Volunteer, accepted the Proclamation.

Mayor Hill announced that the Recreation Department will host a Spring Fun Family Tea Party, on Saturday, February 19, 2016 at the Woman’s Club.

7. CITIZENS’ INPUT, COMMENTS, AND SUGGESTIONS

Mayor Hill invited public comment. Speaking from the public were Linda Osty, Arroyo Grande, who offered an invocation; Patty Welsh, commented that she received a response from the City Manager regarding trash can placement on sidewalks, stated she traveled to the City of Cotati and spoke with employees regarding City Manager Thompson, requested to have staff respond to her emails, and announced an ALS walk on April 9th that she will be participating in on behalf of Devin Ward; John Wysong, Grover Beach, expressed concern regarding Oak Park Boulevard and requested that the City help fix it; Devin Ward, Arroyo Grande, thanked the Council for listening to his concerns regarding the medical marijuana ordinance and for putting the ordinance back on a future agenda, announced that there would be an ALS walk on April 9th and encouraged community participation.

8. CITY MANAGER REPORT:

City Manager Thompson provided a status report on the Planning Commission’s approval of a 54-room boutique hotel in the Village; recent projects and events including repainting of the Elm Street Community Center by volunteers from the New Life Painting Company and that the paint is being donated by the Oceano Elks Club; a Bridge Street Bridge community meeting on March 2, 2016; emergency radio communications upgrades at the Police Department; a Rainwater Catchment Workshop on March 3, 2016; and that electric vehicle charging stations have been installed at the Le Point Street parking lot.

Council Member Brown requested that any written material regarding the Bridge Street Bridge workshop be emailed to the Council.

9. CONSENT AGENDA

Council Member Brown requested Items 9.d. and 9.f. be pulled.

Mayor Hill invited public comment on the Consent Agenda. Speaking from the public was Beatrice Spencer, regarding the Cash Disbursement report and large expenses from Omni Means and Carmel and Naccasha. No further public comments were received.

Action: Council Member Guthrie moved, and Council Member Barneich seconded the motion to approve Consent Agenda Items 9.a. through 9.e., with the exception of Item 9.d., with the recommended courses of action. The motion passed on the following roll-call vote:

AYES: Guthrie, Barneich, Brown, Harmon, Hill
NOES: None
ABSENT: None

9.a. Consideration of Cash Disbursement Ratification.

Action: Ratified the listing of cash disbursements for the period February 1, 2016 through February 15, 2016.

9.b. Consideration of Investment Deposits.

Action: Received and filed the report listing the current investment deposits of the City, as of January 31, 2016, as required by Government Code Section 53646(b).

9.c. Consideration of Approval of Minutes.

Action: Approved the minutes of the Regular City Council Meeting of January 26, 2016, as submitted.

9.e. Authorization to Serve as Lead Agency for Regional Stormwater Resource Plan Grant Application.

Action: Approved of the City serving as the lead agency for a regional stormwater resources plan grant application and authorize the City Manager to sign and submit a grant application and any necessary agreements.

Administrative Services Director Malicoat responded to questions regarding Item 9.a. as it related to Omni Means invoices and stated that charges for the E. Cherry project are reimbursed to the City by the developer.

ITEMS PULLED FROM THE CONSENT AGENDA

9.d. Consideration of Agreement and Mutual Release Terminating the Agreement with J&P Construction Regarding the Heritage Square Park Restroom Project.

Recommended Action: Approve an Agreement and Mutual Release, in a form approved by the City Attorney, terminating the Agreement with J&P Construction and authorize the Mayor to execute the Agreement.

In response to questions by Council Member Brown, staff provided an overview of the timeline to re-bid and complete the project.

Mayor Hill invited public comment. No public comments were received.

Action: Council Member Brown moved to approve an Agreement and Mutual Release, in a form approved by the City Attorney, terminating the Agreement with J&P Construction and authorize the Mayor to execute the Agreement. Council Member Barneich seconded, and the motion passed on the following roll-call vote:

AYES: Brown, Barneich, Guthrie, Harmon, Hill
NOES: None
ABSENT: None

9.f. Monthly Water Supply and Demand Update.

Recommended Action: Receive and review the monthly Water Supply and Demand Report.

In response to questions by Council Member Brown, staff clarified the water levels at Lopez Lake and that staff will be bringing forth a comprehensive water supply status report next month.

Mayor Hill invited public comment. Speaking from the public was Patty Welsh, who stated that the business community should be required to comply with water conservation measures. No further comments were received.

Action: Council Member Brown moved to receive and file the monthly Water Supply and Demand Report. Council Member Barneich seconded, and the motion passed unanimously by voice vote.

10. PUBLIC HEARINGS

None.

11. OLD BUSINESS

11.a. Consideration of Test Closure Traffic Study Results for the Brisco Road at US 101 Northbound On and Off-Ramps and Consideration of Further Extension of the Current Ramp Closure.

City Manager Thompson provided an overview of the information being presented; Community Development Director introduced the item and City Engineer Horn presented the staff report and recommended that the Council: 1) Receive and file an update on the Test Closure Traffic Study Results for the Brisco Road at US 101 Northbound on and off-ramp closure; and 2) Direct staff to research the feasibility of an extended closure beyond the 6-month time frame and through construction. Staff responded to questions from Council.

Mayor Hill invited public comment. Speaking from the public were Nathaly Blais, Baja Fresh business owner, stated she met with staff and Caltrans regarding a freeway sign and requested an update on the status, expressed concerns about impacts to her business due to the closure of the ramps, and requested the property owner be required to trim the trees around the Center; Judith Bean, Chamber of Commerce, reviewed results from a survey regarding the closure that was sent to the business membership; Kevin Gotchal, suggested opening the northbound off ramp and making it a right turn only to alleviate the traffic at the next off ramp and expressed appreciation for staff for their responsiveness; Kristina Maloney, suggested opening the off ramp with a right turn only to alleviate traffic at the Oak Park exit; Ashley Bean, commented on the impact created by the ramp closures and requested Council consider re-opening the ramps; Beatrice Spencer, commented on the Omni Means report, levels of service, and spoke in opposition to maintaining Alternative 4c; April McLaughlin, requested that information being presented to Council during the meeting be made available for the public to see, commented on the results of emails and contacts by citizens; Pat Dempsey, spoke in opposition to maintaining Alternative 4c; Patty Welsh, spoke in favor of leaving the ramps closed, expressed concern with excessive signage on US 101, said it was confusing with Alternative 4c being called Alternative 2; Speaker (did not state name), favored opening the ramps while deciding on the project. No further comments were received.

Action: Council Member Guthrie moved to: 1) Receive and file the update on the Test Closure Traffic Study Results for the Brisco Road at US 101 Northbound on and off-ramp closure; and 2) Direct staff to research the feasibility of an extended closure beyond the 6-month time frame and through construction. Council Member Barneich seconded, and the motion passed unanimously on the following roll call vote:

AYES: Guthrie, Barneich, Brown, Harmon, Hill
NOES: None
ABSENT: None

Mayor Hill called for a break at 8:05 p.m. The Council reconvened at 8:15 p.m.

12. NEW BUSINESS

12.a. Consideration of Recommendations by the Homeless Services Oversight Council Regarding Temporary Warming Shelters.

City Manager Thompson introduced the staff report and Community Development Director McClish presented the staff report and recommended the Council discuss recommendations by the Homeless Services Oversight Council (HSOC) and San Luis Obispo County Board of Supervisors (SLO BOS) regarding warming shelters; and 1) Direct staff to prepare a response letter to the SLO BOS; 2) Do not declare a shelter crisis or provide additional funding at this time; and 3) Process temporary or pilot warming shelters via the Temporary Use Permit process. Staff responded to questions from Council.

Mayor Hill invited public comment. Speaking from the public were Patty Welsh, who said she heard about a church that would be willing to be used as a homeless shelter, and thanked the Mayor for volunteering at the temporary warming shelter; Renee Daly, Lucia Mar Unified School District (LMUSD) Superintendent, requested that the District and School Board representatives be involved in any application review process for a temporary warming shelter located near the High School; and Colleen Martin, LMUSD Board Member, stated that outreach and notification should include the West Cherry Avenue neighborhood, Vista Del Mar neighborhood, Cuesta College, the American Legion, and the Clark Center.

Action: Mayor Pro Tem Harmon moved to: 1) Direct staff to prepare a response letter to the SLO BOS; 2) Do not declare a shelter crisis or provide additional funding at this time; 3) Process temporary or pilot warming shelters via an expedited Temporary Use Permit process and provide expanded outreach. Council Member Guthrie seconded, and the motion passed unanimously on the following roll call vote:

AYES: Harmon, Guthrie, Brown, Barneich, Hill
NOES: None
ABSENT: None

12.b. Consideration of Fiscal Year 2015-16 Mid-Year Budget Report.

Administrative Services Director Malicoat presented the staff report and recommended that the Council: 1) Approve detailed budget adjustments listed in the Mid-Year budget report; 2) Approve Schedule A, as modified; 3) Approve requests for additional appropriations in the General Fund, Sales Tax Fund and Water Fund; and 4) Adopt a Resolution establishing or amending the job description and salary range for the positions of Planning Technician, Building Permit Technician and Planning Manager. Staff responded to questions from Council.

Mayor Hill invited public comment. Speaking from the public were Pat Dempsey, commented on the revenue versus expenditure forecast and suggested the City wait on the Planning positions until the building and water issues are known; Beatrice Spencer, opposed wasteful spending, commented that the City is not business friendly, the Fire Department is not sustainable, and that the City would not be able to fund Brisco Interchange Project Alternative 4c.

Council comments regarding the Mid Year Budget Report, and concerns were expressed regarding revenue versus expenditure forecasts, that expenditures need to be decreased, that retirement costs are rising, that there is a lack of economic development in the City, that money is being spent on project alternatives that are not feasible, and that the planning process needs to be streamlined.

Action: Council Member Barneich moved to: 1) Approve detailed budget adjustments listed in the Mid-Year budget report; 2) Approve Schedule A, as modified; 3) Approve requests for additional appropriations in the General Fund, Sales Tax Fund and Water Fund ; and 4) Adopt a Resolution establishing or amending the job description and salary range for the positions of Planning Technician, Building Permit Technician and Planning Manager. Mayor Pro Tem Harmon seconded, and the motion passed on the following roll call vote:

AYES: Barneich, Harmon, Guthrie
NOES: Brown, Hill
ABSENT: None

13. CITY COUNCIL REPORTS

The Mayor and Council Members provided brief reports from the following committee, commission, board, or other subcommittee meetings that they attended as the City's appointed representative.

- (a) **MAYOR HILL:**
 - (1) South San Luis Obispo County Sanitation District (SSLOCSD)
 - (2) Brisco/Halcyon Interchange Subcommittee
 - (3) Oversight Board to the Successor Agency to the Dissolved Arroyo Grande Redevelopment Agency
 - (4) California Joint Powers Insurance Authority (CJPIA)
 - (5) Other

- (b) **MAYOR PRO TEM HARMON:**
 - (1) County Water Resources Advisory Committee (WRAC)
 - (2) Air Pollution Control District (APCD)
 - (3) Five Cities Fire Authority (FCFA)
 - (4) Other

- (c) **COUNCIL MEMBER GUTHRIE:**
 - (1) San Luis Obispo Council of Governments/Regional Transit Authority (SLOCOG/RTA)
 - (2) South County Transit (SCT)
 - (3) Tourism Committee

- (4) Brisco/Halcyon Interchange Subcommittee
- (5) Other

- (d) **COUNCIL MEMBER BROWN:**
 - (1) Integrated Waste Management Authority Board (IWMA)
 - (2) Economic Vitality Corporation (EVC)
 - (3) Other

- (e) **COUNCIL MEMBER BARNEICH:**
 - (1) Zone 3 Water Advisory Board
 - (2) Homeless Services Oversight Council (HSOC)
 - (3) Other

14. COUNCIL COMMUNICATIONS

Mayor Pro Tem Harmon requested that the Five Cities Fire Authority Joint Powers Agreement (JPA) review process be placed on the April 12th Council Agenda; stated that based on feedback she has received, she would like staff to look at adding deliveries as part of modifications to the medical marijuana ordinance when that comes back on the Agenda; and announced the 5th Annual Preparedness Expo to be held at the Madonna Inn on March 12th at 10:00 a.m.

Mayor Hill reported that he attended the Grover Beach City Council meeting and presented a Commendation to retiring City Manager Bob Perrault; attended the Board of Supervisor's Zone 3 study session; and supported Mayor Pro Tem Harmon's request to place the JPA Agreement review process and modifications to the Medical Marijuana Ordinance on the April 12th Agenda.

Brief discussion ensued clarifying that Council had already voted at the February 9th meeting to direct staff to place discussion regarding modifications to the medical marijuana ordinance on the Agenda within 60 days.

Action: Mayor Pro Tem Harmon moved to direct staff to place on the April 12, 2016 agenda review of the FCFA Joint Powers Agreement. Council Member Brown seconded, and the motion passed unanimously by voice vote.

15. CLOSED SESSION

None.

16. ADJOURNMENT

Mayor Hill adjourned the meeting at 10:45 p.m.

Jim Hill, Mayor

ATTEST:

Kelly Wetmore, City Clerk

(Approved at CC Mtg _____)



MEMORANDUM

TO: CITY COUNCIL

FROM: DIANNE THOMPSON, CITY MANAGER

**SUBJECT: CONSIDERATION OF COUNCIL APPOINTMENT TO DOWNTOWN
PARKING ADVISORY BOARD**

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended by Mayor Pro Tem Harmon that the City Council approve the appointment of Julie Gonzalez to the Downtown Parking Advisory Board.

IMPACT TO FINANCIAL AND PERSONNEL RESOURCES:

There is no fiscal impact from this action.

BACKGROUND:

City Council policy sets forth appointment procedures for the City's Commissions, Boards and Committees. Policy No. 4 of the City Council Operations Manual, Section 3 states that the Mayor and each member of the Council shall recommend a representative to the various Commissions, Boards and Committees, subject to the approval by a majority vote of the Council. All Commission and Board Members serve at the pleasure of the Council.

ANALYSIS OF ISSUES:

A vacancy has occurred on the Downtown Parking Advisory Board due to the resignation of Noreen Vance, effective January 14, 2016. The term for the seat expires January 31, 2019. Julie Gonzalez, owner of Arroyo Grande Meat Company, has submitted an application and is recommended for appointment by Mayor Pro Tem Harmon. Members of the Downtown Parking Advisory Board are not required to live in the City of Arroyo Grande, but are required to own a business in the Village within the Parking and Business Improvement Area.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- Approve Mayor Pro Tem Harmon's recommended appointment;
- Do not approve the recommended appointment; or
- Provide direction to staff.

**CITY COUNCIL
APPOINTMENT TO DOWNTOWN PARKING ADVISORY BOARD
MARCH 8, 2016
PAGE 2**

ADVANTAGES:

The appointment will fill an unscheduled vacancy on the Downtown Parking Advisory Board.

DISADVANTAGES:

No disadvantages are identified.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted in front of City Hall on Thursday, March 3, 2016. The Agenda and report were posted on the City's website on Friday, March 4, 2016. No public comments were received.

Attachment:

1. Application form

CITY OF ARROYO GRANDE

"List of Citizens to Serve"
300 East Branch Street
Arroyo Grande, CA 93420

Application to Board, Committee, or Commission

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMITTEE/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- Planning Commission
- Parks and Recreation Commission
- Traffic Commission
- Downtown Parking Advisory Board

- Architectural Review Committee
- Historical Resources Committee
- Special Subcommittees

Date of Application 2/24/2016

Name Gonzalez Julie
Last First

Home Address [Redacted] Arroyo Grande

Home or Cell Phone [Redacted] Business Phone [Redacted]

E-mail address (Optional) [Redacted]

Do you reside within the City limits of Arroyo Grande? Yes No

Are you a registered voter? Yes No

Occupation Electrical Engineer

Employer Caltrans

Education (Include professional or vocational licenses or certificates)
BS Degree in Electrical & Computer Engineering UCSB
Licensed / Registered Electrical Engineer St. of CA

Community involvement (List organization memberships and committee assignments)
Past Girl Scouts of America

Please describe any background, training, education or interests that qualify you as an appointee

I am also the owner of Arroyo Grande Meat Co along with my husband Henry. I have watched the village improve over the last 23 years and the parking become more of a challenge. I have almost 29 years

(Please attach additional pages if necessary) of experience in the Transportation

(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)

field, specifically in Traffic Operations. I have, what I believe, some good solutions to parking in the village.

What do you see as the objectives and goals of the advisory board, committee or commission for which you are applying? To act in an advisory to the City Council capacity on issues regarding parking in the village: Brainstorm innovative ways to use funds collected to balance the parking needs and evaluate requests for modifying existing parking.

Please list three (3) Arroyo Grande references. PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name: JEREMY DAVENPORT Address: [Redacted] Phone: [Redacted]
Name: BARBARA HARMON Address: [Redacted] Phone: [Redacted]
Name: RENEE JOHNSON Address: [Redacted] Phone: [Redacted]

Current meeting schedules are indicated below:

- Planning Commission, 1st and 3rd Tuesday of each month, 6:00 p.m.
- Parks and Recreation Commission, 2nd Wednesday of each month, 6.30 p.m.
- Traffic Commission, Monday before the 3rd Tuesday of each month, 6:00 p.m.
- Downtown Parking Advisory Board, meets as needed
- Architectural Review Committee, 1st Monday at 2:30 p.m. and 3rd Monday at 3:30 p.m. each month
- Historical Resources Committee, 2nd Friday of each month, 10:00 a.m.

Are you willing to commit to the time necessary to fulfill the obligations of an appointment to a Board, Committee or Commission? Yes No

I hereby declare that the foregoing information is true and complete to the best of my knowledge and belief.

[Signature]
Applicant Signature

2/24/16
Date

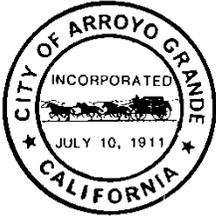
Notice to Applicants:

- Applicants appointed by the City Council are required to take an Oath of Office.
- State law and the City's Conflict of Interest Code requires that Board Members, Committee Members, and Commissioners file Statements of Economic Interests (Form 700) upon assuming office, annually, and upon leaving an appointed office (e.g. sources of income, loans, gifts, investments, interests in real property within the City).
- This application is a matter of public record and portions thereof are subject to disclosure pursuant to the California Public Records Act.
- Applications will remain active and on file for one (1) year.

Please return completed Application to:

**CITY CLERK'S OFFICE
300 East Branch Street
Arroyo Grande CA 93420**

RECEIVED
MAR 01 2016
ARROYO GRANDE
CITY CLERK



MEMORANDUM

TO: CITY COUNCIL

FROM: DIANNE THOMPSON, CITY MANAGER

SUBJECT: ADOPTION OF A RESOLUTION APPROVING AMENDMENTS TO THE POLICY/PROCEDURE FOR CONDUCTING CITY COUNCIL BUSINESS

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council adopt a Resolution amending the Policy/Procedure for Conducting City Council Business (Policy #2) contained in the City Council Operations Manual.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

There is no impact to financial or personnel resources.

BACKGROUND:

At the City Council meeting of January 26, 2016, the Council reviewed the City's current policies and procedures relating to the conduct of Council business and directed that amendments to Policy #2 be prepared as follows: allowing two members of the City Council to request an item be placed on a future agenda; to update the provisions for calling a special meeting so it is consistent with State law; and to add criteria and guidelines for the scope of Agenda topics.

ANALYSIS OF ISSUES:

Council Member Items

Council directed staff to prepare an amendment to Section 7.A. of Policy #2 to allow a Council Member to request an item of business be placed on a future agenda with the concurrence of at least one other Council Member. The recommended amendment to Section 7.A. is as follows:

- 7.A. *Under the Council Communications portion of the meeting agenda, Council Members may ask a question for clarification, make an announcement, or report briefly on his or her activities. ~~Subject to Council Policies and Procedures,~~ Council Members may also request staff to report back to the Council at a subsequent meeting concerning any matter or direct request that staff to place a matter of business on a future agenda. Any request to place a matter of business on a future agenda requires the concurrence of at least one other Council Member.*

**CITY COUNCIL
ADOPTION OF RESOLUTION APPROVING AMENDMENTS TO THE
POLICY/PROCEDURE FOR CONDUCTING CITY COUNCIL BUSINESS
FEBRUARY 9, 2016
PAGE 2**

Special Meetings

Council directed staff to prepare an amendment to Section 1.C. of Policy #2 in order to make the language consistent with State law. The recommended amendment to Subsection 1.C. is as follows:

- 1.C. ~~Special adjourned meetings and study sessions of the City Council~~ A special meeting may be called at any time by the presiding officer or by a majority vote of the City Council.

Scope of Agenda Topics

Council requested staff prepare guidelines or criteria regarding the scope of agenda topics, particularly for issues that may be outside of the City's jurisdiction. There are criteria set forth in Policy #8 entitled "Guidelines for Council Direction on Items From Appointed Boards and Committees" of the City Council Operations Manual (Attachment 1), which can also be applied in Policy #2. The recommended language to be added to Section 6 (Agendas) is as follows:

- B. The purpose of the agenda is to provide a framework within which Council meetings can be conducted and to effectively implement the approved Council Goals, Long Term Financial Plan and Budget, Critical Needs Action Plan and also work programs, objectives, and business of the City as established by the City Council. Agenda items also include recommendations to the City Council from advisory bodies, public hearings for land use and zoning actions or appeals, awarding bids, contracts, agreements, and adoption of resolutions and ordinances establishing various City regulations or policies. Agenda items will be within the policy context established by the Council, the scope of existing work programs, and within the jurisdiction of the City.

For items that are of a regional, State, or Federal nature, including but not limited to proposed legislation, the item may be placed on the City Council agenda if it meets any of the following criteria:

1. Items that will result in any direct significant financial impact to the City;
2. Items that involve new regulations, requirements or other impacts that will result in a significant impact to staff workload or adversely impact Arroyo Grande businesses or citizens;
3. Items that will create or increase a fee, tax or other charge to Arroyo Grande residents;
4. Items of a controversial nature that have been frequently reported in the media and have resulted in vocal opposition from the public and/or diverse vocal opinions from interest groups and the public;
5. Items involving issues that the City Council has received a significant number of comments or correspondence from members of the community.

**CITY COUNCIL
ADOPTION OF RESOLUTION APPROVING AMENDMENTS TO THE
POLICY/PROCEDURE FOR CONDUCTING CITY COUNCIL BUSINESS
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PAGE 3**

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt a Resolution approving amendments to the Policy/Procedure for Conducting City Council Business;
2. Modify and approve amendments to the Policy/Procedure for Conducting City Council Business;
3. Retain the current Policy/Procedure for Conducting City Council Business; or
4. Provide other direction.

ADVANTAGES:

Amendments to the City's policies will ensure that they are consistent with State law and the goals and objectives of the City Council. Policy #2 provides consistent procedural guidelines for conducting City Council business in an effective and efficient manner.

DISADVANTAGES:

There are no disadvantages identified relating to the amendment of Policy #2.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted in front of City Hall on Thursday, March 3, 2016 and the Agenda and staff report were posted on the City's website on Friday, March 4, 2016.

ATTACHMENT:

1. Policy #8 - Guidelines for Council Direction on Items From Appointed Boards and Committees

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING THE POLICY/PROCEDURE FOR CONDUCTING CITY COUNCIL BUSINESS CONTAINED IN THE CITY COUNCIL OPERATIONS MANUAL

WHEREAS, the City Council of the City of Arroyo Grande has adopted guidelines to assist the City Council in the conduct of City business; and

WHEREAS, such guidelines, entitled "Policy/Procedure for Conducting City Council Business" are included in Section 2 of the City Council Operations Manual; and

WHEREAS, the City Council desires to amend the Policy/Procedure for Conducting City Council Business.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE DOES HEREBY RESOLVE AS FOLLOWS:

1. The Policy/Procedure For Conducting City Council Business ("Policy/Procedure"), adopted by Resolution No. 3264 on December 9, 1997; amended by Resolution No. 3391 adopted on August 24, 1999; amended by Resolution No. 3645 adopted on January 28, 2003; amended by Resolution No. 3654 adopted on February 11, 2003; amended by Resolution No. 4435 adopted on March 13, 2002; amended by Resolution No. 4548 adopted on September 24, 2013, and amended by Resolution No. 4698 adopted on November 10, 2015, is hereby further amended as set forth in Exhibit A attached hereto and incorporated herein by this reference.
2. The City Manager is hereby authorized and directed to place copies of said Policy/Procedure in suitable places for the guidance of the public.

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:

the foregoing Resolution was passed and adopted this ____ day of _____ 2016.

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED TO AS FORM:

HEATHER WHITHAM, CITY ATTORNEY

2. POLICY/PROCEDURE FOR CONDUCTING CITY COUNCIL BUSINESS

41/10/15 03/08/16

The following guidelines are to assist the City Council in the conduct of City business and are procedural only. Failure to strictly observe such procedures shall not affect the jurisdiction of the Council nor invalidate any action taken at a meeting that is otherwise held in conformance with the law.

Except as otherwise provided for in this Policy, any special rule adopted by the City Council, or as otherwise provided by state statute, the procedures of the City Council meetings shall be governed by the latest revised edition of "*Sturgis Standard Code of Parliamentary Procedure*", as modified by Council practices. The City Attorney is designated as the parliamentarian for City Council meetings. The City Manager shall preside as the parliamentarian in the City Attorney's absence.

1. MEETINGS

- A. The City Council shall meet in regular session on the second and fourth Tuesday of each month.
- B. Business at regular sessions shall be conducted from 6:00 PM to 11:00 PM only, unless extended by unanimous consent of the City Council Members present.
- C. ~~Special adjourned meetings and study sessions of the City Council~~ A special meeting may be called at any time by the presiding officer or by a majority vote of the City Council.
- D. The order of business for the City Council shall be as arranged by the City Manager, except for matters set at a specific time by the Council.

2. ADDRESSING THE CITY COUNCIL

- A. Each person desiring to address the Council shall proceed to the speaker's stand upon invitation by the Mayor. Speakers shall be asked to voluntarily state their name for the record, but speakers will not be required to state their name as a condition of attendance or participation. Unless further time is granted by the Mayor, (unless overruled by a majority vote of the Council), the speaker shall limit his/her remarks to three (3) minutes unless special circumstances exist. All remarks shall be pertinent to the subject at hand. All remarks must be addressed to the Council as a whole and not to any Member individually. No questions shall be asked of a Council Member or member of City staff without the permission of the Mayor.
- B. In order to avoid repetitious presentations and delay in the business of the Council, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request a

spokesperson be chosen by the group to represent its position. The Mayor may, in his discretion, grant additional time for a speaker that has been recognized or designated by a group to present comments on their behalf.

- C. After a motion has been made and seconded, or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so from the Mayor or a majority vote of the Council.

3. DISTURBANCE OF CITY COUNCIL MEETINGS

The following procedure and format will be used by the City Council to address disruptive persons at a Council Meeting:

- A. The Presiding Officer shall make the following announcement:

As the Presiding Officer, I am advising you that your comments have violated the City Council's rules of procedure for addressing the City Council and you are causing a serious disruption to this meeting. I must ask you to immediately cease the disturbance before further action is necessary. At this time, I am going to recess the meeting for 10 minutes. We will then reconvene our meeting.

- B. Recess and call for police to be present when meeting reconvenes.

- C. If the disturbance continues after reconvening the meeting, the Presiding Officer shall make the following announcement:

As Presiding Officer, since you are continuing this disturbance, I must advise you that the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor. If you do not immediately cease this disturbance, I will request the police to arrest you under Penal Code Section 403.

- D. If the disturbance continues, request the police to come forward to make the arrest. (Government Code Section 54957.9)

4. PROCEDURES

- A. Council ordinances and resolutions must be reviewed in written form before binding action is taken on same.

- B. A Council order applies mainly as a directive to City officers or employees. It need not be in writing, as it generally applies to one specific act only.

Policy / Procedure For Conducting City Council Business

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- C. In the absence or inability of the Mayor and the Mayor Pro Tem to attend a meeting of the City Council, the Members present shall select one Member to temporarily preside.
- D. A motion shall not be debated or "put to vote", unless the same is seconded. When a motion is seconded, if requested, it shall be stated by the Mayor or the City Clerk before debate.
- E. Upon a motion having been made and seconded, it shall be deemed to be in possession of the Council, but it may be withdrawn at any time, before decision or amendment, with the assent of a second.
- F. A Member called to order should relinquish the floor, unless permitted to explain; and the Council, if appealed to, shall decide on the case, but without debate. If there is no appeal, the decision of the Mayor shall be final.
- G. Upon demand of any Council Member, or at the discretion of the Mayor, the vote shall be by roll call, except that the vote on all ordinances or resolutions shall be by roll call vote.
- H. Tie votes shall be lost motions.
- I. Tie votes on the appeal of a Commission/Board/Committee or staff decision sustain the action of the Commission/Board/Committee, or staff.
- J. Every Council Member, unless disqualified by reason of a conflict of interest or as otherwise provided by law, shall cast his/her vote upon any matter put to vote by the legislative body.
- K. Any Council Member who abstains from voting without a valid reason shall be deemed to have voted with the majority on that particular issue.
- L. A Council Member who publicly announces that he/she is abstaining from voting on a particular matter for specified reasons shall not subsequently be allowed to withdraw that abstention.
- M. In order to avoid any attack on the validity of Council hearings, Council Members shall avoid forming final conclusions or making commitments with proponents and opponents during any meetings, conferences, or discussions regarding the merits of the matter or issue before the body, including but not limited to, specific zoning and related land-use proposals, comprehensive planning, and like matters.
- N. A motion to reconsider a legislative or quasi-legislative action taken by the Council may be made only at the same meeting at which the action was taken. Quasi-judicial actions shall not be subject to a motion to reconsider.

5. COMMITTEES

- A. The Council shall appoint committees as deemed necessary for the proper conduct of City business.
- B. No committee shall include in its membership more than two (2) Council Members.
- C. The City Manager, or his/her designee, shall be an ex-officio member of all committees.

6. AGENDAS

- A. Agendas for the Council will be prepared by the City Manager.
- B. The purpose of the agenda is to provide a framework within which Council meetings can be conducted and to effectively implement the approved Council Goals, Long Term Financial Plan and Budget, Critical Needs Action Plan and also work programs, objectives, and business of the City as established by the City Council. Agenda items may also include, but not be limited to, recommendations to the City Council from advisory bodies, public hearings for land use and zoning actions or appeals, awarding bids, contracts, agreements, and adoption of resolutions and ordinances establishing various City regulations or policies. Agenda items will be within the policy context established by the Council, the scope of existing work programs, and within the jurisdiction of the City.

For items that are of a regional, State, or Federal nature, including but not limited to proposed legislation, the item may be placed on the City Council agenda if it meets any of the following criteria:

- 1. Items that will result in any direct significant financial impact to the City;
- 2. Items that involve new regulations, requirements or other impacts that will result in a significant impact to staff workload or adversely impact Arroyo Grande businesses or citizens;
- 3. Items that will create or increase a fee, tax or other charge to Arroyo Grande residents;
- 4. Items of a controversial nature that have been frequently reported in the media and have resulted in vocal opposition from the public and/or diverse vocal opinions from interest groups and the public;
- 5. Items involving issues that the City Council has received a significant number of comments or correspondence from members of the community.

- B. C. Agendas shall be posted on a bulletin board, publicly accessible, in City Hall and/or the Council Chamber, and posted on the City website.

7. **COUNCIL MEMBER REQUESTS AND QUESTIONS**

- A. Under the Council Communications portion of the meeting agenda, Council Members may ask a question for clarification, make an announcement, or report briefly on his or her activities. ~~Subject to Council Policies and Procedures,~~ Council Members may also request staff to report back to the Council at a subsequent meeting concerning any matter or ~~direct request that staff to place a~~ matter of business on a future agenda. Any request to place a matter of business on a future agenda requires the concurrence of at least one other Council Member.
- B. Proper action will then be taken by staff.

8. **MISCELLANEOUS**

- A. Items referred to departments for action by the City Council shall be routed through the City Manager's Office.
- B. The City Council shall occasionally review this Policy/Procedure.
- C. Amendments to this Policy/Procedure shall be by majority vote of the Council.

8. GUIDELINES FOR COUNCIL DIRECTION ON ITEMS FROM APPOINTED BOARDS AND COMMITTEES

9/11/12

After each election year, the City Council appoints members of the City Council to serve on regional and local boards and committees that request Council representation. Appointees represent the City on these various boards and committees and are granted authority to make decisions in the best interest of the City of Arroyo Grande, as well as the general public and interests served by the specific agency. However, it is appropriate to seek City Council input and/or direction on items meeting criteria that has been established by the City Council. The following guidelines outline the criteria and process.

1. When time permits prior to an item scheduled to be voted on by a board or committee that a member of the City Council has been appointed to by the City Council, City Council Members are advised to place items on the City Council agenda for direction and/or input if they meet any of the following criteria:
 - a. Items that will result in a one-time or annual direct financial impact to the City of over \$10,000.
 - b. Items that involve new regulations, requirements or other impacts that will result in a significant impact to staff workload or adversely impact Arroyo Grande businesses or citizens.
 - c. Items that will create or increase a fee, tax or other charge to Arroyo Grande residents.
 - d. Items of a controversial nature that have been frequently reported in the media and have resulted in vocal opposition from the public and/or diverse vocal opinions from interest groups and the public.
 - e. Items involving issues that the City Council has received a significant number of comments or correspondence from members of the community.
2. If time permits, City Council Members are advised to brief the remainder of the City Council on any item that may meet any of these criteria under "City Council Reports" and request whether the City Council would like the item to be placed on the next agenda for formal direction.
3. If an upcoming item meets any of these criteria, and there is not sufficient time to brief the City Council under the next scheduled "City Council Reports," Council Members are advised to notify the City Manager or City Clerk/Director of Information and Legislative Services to place the item on the next City Council agenda. If there is not time available, referral of items from other boards and committees may bypass the normal requirement for Council Members to first place under "City Council Items" the request that the item be

placed on a future agenda. The City Manager will determine where on the agenda the item will be placed depending upon the nature of the item.

- 4. If an item is scheduled to be decided by the board and committee prior to the next City Council meeting, Council Members are advised to request the item be continued until feedback from the entire City Council can be placed on an agenda. If postponement of the item is not possible or is refused by the board or committee, Council Members are advised to vote on the item independently and report to the full City Council during the next "City Council Reports."

2



MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR

BY: MATTHEW DOWNING, ASSOCIATE PLANNER

SUBJECT: CONSIDERATION OF TEMPORARY USE PERMIT NO. 16-001; AUTHORIZATION TO USE CITY PROPERTY AND CLOSE CITY STREETS FOR THE ANNUAL ARROYO GRANDE STRAWBERRY FESTIVAL AND STAMPEDE ON MAY 28TH AND 29TH, 2016; APPLICANT – ARROYO GRANDE VILLAGE IMPROVEMENT ASSOCIATION; REPRESENTATIVE – BOB LUND

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council adopt a Resolution authorizing the use of City property and closure of City streets for the annual Arroyo Grande Strawberry Festival and Stampede on May 28th and 29th, 2016.

IMPACT TO FINANCIAL AND PERSONNEL RESOURCES:

There is no direct funding impact as a result of this event. Event organizers are required to reimburse the City for the costs of police, fire, public works and other City services used to conduct this event. The amount necessary to be reimbursed is estimated to be approximately \$14,500 for this year's event.

BACKGROUND:

The Strawberry Festival is an annual arts and crafts event hosted by the Arroyo Grande Village Improvement Association (VIA). This year marks the 33rd consecutive Strawberry Festival. The Strawberry Stampede is a run/walk held in conjunction with the Strawberry Festival and hosted by the Kiwanis Club of Greater Pismo Beach. This year marks the 30th running of the Stampede. A Temporary Use Permit approved by the City Council is required due to the use of City property and to authorize the closure of City streets.

In response to public comments and Council requests, the City conducted a workshop on June 18, 2015 to follow-up on last year's event and determine how the event could be improved (Attachment 1). The workshop attendees were in support of the event as a whole, with some voicing concerns that the event had grown larger than what could be considered a local event. Several individuals commented that it would be important to

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CONSIDERATION OF TEMPORARY USE PERMIT NO. 16-001
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PAGE 2**

attract more local artisans to the event and provide a balance of vendors that do not sell substantially similar wares as existing Village merchants. VIA representatives commented that efforts are made to ensure vendor conflicts with Village merchants do not occur; however, some vendors do begin selling items they are not originally authorized by the VIA to sell. In these instances, vendors are cited by the VIA and may be excluded from the event.

In order to address the need for more local vendors to participate in the event, the VIA proposes to designate a section of the Festival behind Old City Hall as an area for local vendors, incentivizing local artisans to participate by providing a 25% reduction in vendor fees. Additionally, to address environmental sustainability, the VIA will be working with the City to implement the Expanded Polystyrene Ordinance at the event, even though the Ordinance will not be a requirement. Lastly, to gain visitor feedback on the event, the applicant will be surveying event attendees about their experiences at the Festival. The survey will target where attendees reside, their travel habits to the City and the event, and their spending habits at the event. This information will be used to help educate the VIA and City for next year's event.

ANALYSIS OF ISSUES:

The Strawberry Festival and the Strawberry Stampede remain largely unchanged from last year, with the exception of the local vendor area identified above and the overnight closure of Nelson Street. Vendor's tents and merchandise will be removed on Saturday evening and assembled again on Sunday morning; however, the VIA is requesting Nelson Street remain closed to through traffic overnight to aid in event security and reduce the amount of non-potable water necessary to fill the water barricades used to close streets during the event. In order to operate the Strawberry Festival, the VIA has requested street closures and the use of City property as follows:

1. The closure of Branch Street from Traffic Way to Mason Street from 5 am to 7 pm on Saturday, May 28th and 5 am to 6 pm on Sunday, May 29th.
2. The closure of Short Street from East Branch Street to Olohan Alley from 5 pm Friday, May 27th until 6 pm, Sunday, May 29th.
3. The closure of Bridge Street from Branch Street to Traffic Way from 5 am Saturday, May 28th until 7 pm, Sunday, May 29th.
4. The closure of Nelson Street from Mason Street to Traffic Way from 5 am Saturday, May 28th to 7 pm Sunday, May 29th.
5. The use of parking lots along Olohan Alley from Mason Street to Bridge Street from 5 pm Friday, May 27th through 7 pm Sunday, May 29th.
6. The use of the Car Corral from 10 pm Friday, May 27th to 7 pm, Sunday May 29th.

CITY COUNCIL
CONSIDERATION OF TEMPORARY USE PERMIT NO. 16-001
MARCH 8, 2016
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7. The use of the parking area from the Car Corral to and including the Brisco parking lot and the Le Point Street parking lot from 10 pm Friday, May 27th to 7 pm Sunday, May 29th.
8. The use of lawns at Heritage Square from 4 pm Friday, May 27th until 7 pm Sunday, May 29th.
9. The use of the Hart-Collette Park between Bridge Street and Traffic Way from 5 am Saturday, May 28th to 7 pm on Sunday, May 29th.
10. The use of the four-acre lot next to the Woman's Club on West Branch Street for festival attendee parking on Saturday, May 28th and Sunday, May 29th.
11. The use of the dirt lot at Rodeo Drive and West Branch Street for festival attendee parking on Saturday, May 28th and Sunday, May 29th.
12. The use of the City Hall parking lot at 300 E. Branch Street on Saturday, May 28th and Sunday, May 29th.
13. The use of the parking area along the creek fence on the south side of Olohan Alley behind Willis & Bennett from 6 am Thursday, May 26th until 6 pm Monday, May 30th to accommodate trash roll-off placement.
14. "No Parking" in two (2) parking spaces along the south curblineline of E. Branch Street immediately east of Mason Street while streets are closed.
15. "No Parking" on Poole Street between Mason and Traffic Way due to semi truck "detour" while streets are closed.
16. "Right Turn Only" from Poole Street onto Traffic Way while streets are closed.
17. "No Parking" in two (2) parking spaces on the east and west curblineline of South Mason Street (approximately 30') just north of the intersection with Poole Street while streets are closed.
18. In addition, to effectively operate the Strawberry Stampede, the Kiwanis Club of Greater Pismo Beach has requested the closure of Branch Mill Road between East Cherry Street and the City limit line to through traffic from 8:00 am to 9:30 am on Sunday May 29th, 2016.

The Kiwanis Club of Greater Pismo Beach is also requesting that Allen Street be closed to through traffic from 8 am to 10 am on Sunday, May 29th, 2016 for the Strawberry Stampede. Stampede organizers cite concerns regarding vehicular traffic conflicting with the 500 runners that participate in the event as reasons for the request.

**CITY COUNCIL
CONSIDERATION OF TEMPORARY USE PERMIT NO. 16-001
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ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- Adopt the attached Resolution;
- Modify as appropriate and adopt the attached Resolution;
- Do not adopt the attached Resolution;
- Provide direction to staff.

ADVANTAGES:

The event draws thousands of visitors to the City and serves as an important fundraising opportunity for the VIA. The Strawberry Stampede is a fundraising event for the Kiwanis Club of Greater Pismo Beach with proceeds supporting youth activities in the South County.

DISADVANTAGES:

The Strawberry Festival requires the closure of City streets for long periods of time, which can be inconvenient to citizens and visitors.

ENVIRONMENTAL REVIEW:

In compliance with the California Environmental Quality Act (CEQA), it has been determined that this project is Categorically Exempt per Section 15304 (e) of the CEQA Guidelines regarding minor temporary use of land. If the Council does not think that this determination is appropriate, project approval shall not be considered.

PUBLIC NOTIFICATION AND COMMENTS:

A condition of approval is included in the Resolution requiring the event organizers to mail or hand deliver notification of street closures to all affected Village residents one week before the event. A second condition of approval requires the event organizers place an advertisement in the *Five Cities Times-Press Recorder* prior to the event to advise the public of street closures.

The Agenda was posted in front of City Hall on Thursday, March 3, 2016. The Agenda and report were posted on the City's website on Friday, March 4, 2016.

Attachments:

1. 2015 Strawberry Festival Workshop Notes
2. Road closure map
3. Letter from the Village Improvement Association

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING TEMPORARY USE PERMIT NO. 16-001; AUTHORIZING THE USE OF CITY PROPERTY AND CLOSURE OF CITY STREETS FOR THE ANNUAL ARROYO GRANDE STRAWBERRY FESTIVAL AND STAMPEDE ON MAY 28 AND 29, 2016; APPLIED FOR BY THE ARROYO GRANDE VILLAGE IMPROVEMENT ASSOCIATION

WHEREAS, the Arroyo Grande Village Improvement Association (VIA), organizers of the Arroyo Grande Strawberry Festival, have requested closure of certain City streets and the use of City property as outlined below, for the purpose of craft exhibits, displays, food booths and entertainment, and similar activities; and

WHEREAS, members of the VIA will be responsible for costs associated with traffic control, cleanup, and payment of all related fees and costs for use of City property and City employee time related to the event; and

WHEREAS, in conjunction with the VIA, the Kiwanis Club of Greater Pismo Beach, organizers of the Strawberry Stampede, have requested closure of certain City streets and the use of City property as outlined below, for the purpose of a run/walk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arroyo Grande that the following streets shall be closed and the Arroyo Grande Village Improvement Association is hereby granted the use of certain City streets and property as follows:

Strawberry Festival – Saturday & Sunday, May 28 & 29, 2016

1. The closure of Branch Street from Traffic Way to Mason Street from 5 am to 7 pm on Saturday, May 28th and 5 am to 6 pm on Sunday, May 29th.
2. The closure of Short Street from East Branch Street to Olohan Alley from 5 pm Friday, May 27th until 6 pm, Sunday, May 29th.
3. The closure of Bridge Street from Branch Street to Traffic Way from 5 am Saturday, May 28th until 7 pm, Sunday, May 29th.
4. The closure of Nelson Street from Mason Street to Traffic Way from 5 am Saturday, May 28th to 7 pm Sunday, May 29th.
5. The use of parking lots along Olohan Alley from Mason Street to Bridge Street from 5 pm Friday, May 27th through 7 pm Sunday, May 29th.
6. The use of the Car Corral from 10 pm Friday, May 27th to 7 pm, Sunday May 29th.

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7. The use of the parking area from the Car Corral to and including the Brisco parking lot and the Le Point Street parking lot from 10 pm Friday, May 27th to 7 pm Sunday, May 29th.
8. The use of lawns at Heritage Square from 4 pm Friday, May 27th until 7 pm Sunday, May 29th.
9. The use of the Hart-Collette Park between Bridge Street and Traffic Way from 5 am Saturday, May 28th to 7 pm on Sunday, May 29th.
10. The use of the four-acre lot next to the Woman's Club on West Branch Street for festival attendee parking on Saturday, May 28th and Sunday, May 29th.
11. The use of the dirt lot at Rodeo Drive and West Branch Street for festival attendee parking on Saturday, May 28th and Sunday, May 29th.
12. The use of the City Hall parking lot at 300 E. Branch Street on Saturday, May 28th and Sunday, May 29th.
13. The use of the parking area along the creek fence on the south side of Olohan Alley behind Willis & Bennett from 6 am Thursday, May 26th until 6 pm Monday, May 30th to accommodate trash roll-off placement.
14. "No Parking" in two (2) parking spaces along the south curblin of E. Branch Street immediately east of Mason Street while streets are closed.
15. "No Parking" on Poole Street between Mason and Traffic Way due to semi truck "detour" while streets are closed.
16. "Right Turn Only" from Poole Street onto Traffic Way while streets are closed.
17. "No Parking" in two (2) parking spaces on the east and west curblin of South Mason Street (approximately 30') just north of the intersection with Poole Street while streets are closed.
18. Branch Mill Road between East Cherry Street and the City limit line will be closed to through traffic from 8 am to 9:30 am on Sunday, May 29th, 2014 for the running of the Strawberry Stampede.
19. Allen Street between Traffic Way and Garden Street will be closed to through traffic from 8 am to 10 am on Sunday, May 29th for the running of the Strawberry Stampede.

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On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:

The foregoing Resolution was passed and adopted this 8th day of March 2016.

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED AS TO FORM:

HEATHER K. WHITHAM, CITY ATTORNEY

EXHIBIT "A"
CONDITIONS OF APPROVAL FOR
TEMPORARY USE PERMIT NO. 16-001

This approval authorizes the use of City property and the closure of City streets for the annual Arroyo Grande Strawberry Festival and the annual Strawberry Stampede on May 28 and 29, 2016.

General Conditions

1. The Arroyo Grande Village Improvement Association (VIA) shall ascertain and comply with all State, County and City requirements as are applicable to this project.
2. The event shall occur in substantial conformance with the application and plans on file in the Community Development Department office.
3. The VIA shall comply with all the conditions of the City Council Resolution adopted on February 23, 2016.
4. The VIA shall agree to defend, indemnify and hold harmless the City, its agents, officers, and employees harmless, at its sole expense from any action brought against the City, its agents, officers, or employees because of said approval, or in the alternative, to relinquish such approval. The VIA shall reimburse the City, its agents, officers, or employees, for any court costs and attorney's fees which the City, its agents, officers, or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the VIA of his/her obligations under this condition.

Public Works Department Conditions

5. The VIA is responsible for providing trash bags and restroom supplies for the festival. Any supplies the Public Works Department may need to provide must be reimbursed by the VIA.
6. The VIA shall have an individual designated to periodically inspect the restrooms and areas around food vendors and waste containers. That individual shall be responsible for maintaining the cleanliness of these areas and gathering and disposing of all debris.
7. The VIA shall reimburse the City for electrical costs associated with special events. Specifically, costs for the outlets by the gazebo, Rotary Bandstand, Bridge Street, Olohan Alley, and behind former City Hall shall be reimbursed.
8. The VIA shall reimburse the City for the costs of any Public Works staff services required for this event, including, but not limited to, restroom maintenance, trash, etc.
9. The VIA shall remove any tape placed on streets and parking areas after the event.

Engineering Division Conditions

10. Restroom facilities, barricades, signing and detour routes shall be provided by the VIA as required.
11. The VIA shall place an advertisement in the *Five Cities Times-Press Recorder* just prior to the event to advise residents of street closures.

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12. The VIA shall provide a \$1,000,000.00 comprehensive general liability insurance policy naming the City as additional insured by May 1, 2016.
13. The VIA shall reimburse the City for the costs of Engineering Division services and any other City services required for this event.

Building and Life Safety Division Conditions

14. All food booths (cooking) must comply with the Fire Department guidelines, and must have County Health Department approval. The VIA will inform booth applicants of Fire Department guidelines, and will ensure total compliance of booth operators. The VIA will not allow non-compliant booths to operate.
15. The project shall comply with the most recent edition of the California State Fire and Building Codes and the Uniform Building and Fire Codes as adopted by the City of Arroyo Grande. Specifically, all temporary-wiring provisions of the N.E.C. must be met.
16. The Building and Life Safety Division must inspect all food booths, generators and temporary electrical service prior to the opening of the event. In lieu of requiring a building permit for temporary electrical service, The VIA will collect a fee of \$15 per every booth utilizing an electrical connection. This fee will be itemized by booth number and submitted to the Building and Life Safety Division within 15 days of the end of the Festival.
17. Emergency access must be maintained to the satisfaction of the Building Official and Fire Chief. A detailed chart or map will be provided to Building and Life Safety Division and Fire Department for approval prior to the event, showing placement of all booths, to include actual dimensions of access pathways for fire apparatus and emergency vehicles.
18. Per the approval of the Fire Chief, there will be ambulance service dedicated to the event.
19. The use of generators must be reviewed and approved by the Building Official.
20. All fire lanes must be posted and enforced in accordance with Police and Fire Department guidelines. Fire lanes and access must be approved by the Fire Chief.
21. The VIA shall identify an individual to act as liaison with the Fire Department for the purpose of maintaining life and safety.
22. Prior to opening the event, the fire access road shall be posted. VIA shall provide continuous enforcement of the fire access road during the event.
23. The VIA will coordinate with and be responsible for costs associated with San Luis Ambulance to provide standby personnel and equipment for Bike Medic and golf cart transport for entire duration of Festival.
24. The VIA shall pay the Fire Department for members and equipment assigned to the event.

Police Department Conditions

25. The VIA shall pay Police Department costs for officers assigned to the event.
26. All temporary "No Parking" signs shall be posted a minimum of 48 hours prior to event setup.

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27. A minimum of four (4) private security personnel will be provided by the VIA, to the satisfaction of the Chief of Police. The VIA will present to the Arroyo Grande Police Department two (2) weeks prior to the event:
 - a. The name of the security agency
 - b. A schedule of security coverage
 - c. Location and hours of security assignmentsMinimum required security is one (1) volunteer officer stationed at Nelson & Bridge Street, two (2) volunteer officers assigned to the Swinging Bridge, and one (1) volunteer officer for patrol throughout the evening hours on Saturday, May 28, 2016.
28. Failure to provide private licensed security will result in AGPD Officers being assigned with expenses billed to the VIA.
29. The VIA shall provide and place all barricades, signs, and arrow boards.
30. The VIA shall replace all delineators that are stolen, misplaced, or vandalized.

Special Conditions

31. Notification of all streets subject to closure must be posted a minimum of 48 hours prior to closure, stating the dates and times of closures.
32. Additional event themed signage by local businesses is permitted for the duration of the event.
33. The VIA shall distribute State Board of Equalization forms to all vendors to report the sales tax collected during the Festival, and shall notify them that a list of vendors will be supplied to the City to verify payment of sales tax.
34. The VIA shall provide to the City's Administrative Services Department a list of all vendors participating in the festival. The list will be used to verify that sales tax was collected and reported as earned in Arroyo Grande.
35. The VIA and the Kiwanis Club of Greater Pismo Beach shall mail or hand deliver notification of street closure to all affected residents one week before the event, including residents on Allen Street due to the revised street closures.
36. There shall be no parking on the north side of Poole Street and south side of Allen Street from Mason Street to Traffic Way from 6:00 am to 6:00 pm Saturday, May 28th and Sunday, May 29th.
37. There shall be no parking on the north side of E. Branch Street from Mason Street to Crown Hill Street from 5:00 am on Saturday, May 28th until 7 pm Sunday, May 29th.
38. The left turn lane for vehicles traveling west on E. Branch Street at Mason Street shall be blocked to allow for larger vehicles to make right turns onto E. Branch Street from Mason Street.

WORKSHOP NOTES

**2015 STRAWBERRY FESTIVAL FOLLOW-UP WORKSHOP
THURSDAY, JUNE 18, 2015
CITY COUNCIL CHAMBERS, 215 EAST BRANCH STREET
ARROYO GRANDE, CA**

1. INTRODUCTION

Interim City Manager Bob McFall provided opening introductions at 6:00 p.m.

2. OPENING REMARKS

Mayor Jim Hill provided opening remarks and introduced Bob Lund, Village Improvement Association.

3. REVIEW OF THE 2016 STRAWBERRY FESTIVAL

Bob Lund provided an overview of the 2015 Strawberry Festival. The overview included information on the number of attendees, funds raised, and information on the how those funds are used to benefit the community. Examples of these benefits include maintaining the flowering planters and Village streetscape, providing banners and lights during the holiday season, and providing college scholarships to graduating high school seniors.

4. REVIEW OF EVENT HISTORY

Community Development Director Teresa McClish and Associate Planner Matt Downing provided a brief history of the event from the City's perspective, including changes made to the event through the years to ensure safe and successful events.

5. PUBLIC COMMENT

Interim City Manager McFall facilitated public comment regarding the Festival. Comments were organized by topic, with pros and cons associated with those topics being identified. Comments included:

- The event provides heritage/history
 - Pros: Memorial Day weekend preferred, the event has been refined through the years
 - Cons: none
- Local vendors
 - Pros: need and options to encourage and attract local artisans
 - Cons: locals want more locals, which is not occurring
- Recycling and sustainability
- Festival size – too big? Too long?
 - Pros: increased revenue for merchants coming into City
 - Cons: potential profit loss for certain merchants (personal services, etc.)
- Parking for merchants/customers
- Vendor/storefront conflicts
 - Pros: redundancy can be good when restaurants are busy

- Cons: profit loss for merchants when vendors sell significantly similar items
- Parking for event attendees
 - Pros: none
 - Cons: parking in residential neighborhoods and for businesses highly impacted
- Community needs to clarify event goals
 - Pros: can provide opportunity of further event refinement
 - Cons: may determine event no longer satisfies community's goals
- Exposure
 - Pros: great exposure for the City, local businesses, and nonprofits
 - Cons: not looking at other options for Village benefits
- Circulation/congestion
 - Pros: internal navigation is constantly monitored/maintained
 - Cons: access to existing businesses impacted, ADA/sidewalk access hindered, congestion at Pacific Coast Rail Road and Allen Street is impacted
- Uniqueness
 - Pros; the event is unique to City
 - Cons: the event is too commercialized and generic
- Balance of vendors
 - Pros: opportunity to bring more strawberry centric vendors back to the event
 - Cons: increased number of vendors selling cheap, temporary wares
- Coordinated ads with merchants
 - Pros: opportunity to get local merchants involved in promoting event, can consider merchant "passports" for validation, or by providing a business spotlight
 - Cons: none
- Charging for parking
 - Pros: potential for increased revenue
 - Cons: potential for reduced revenue due to visitor loss
- Animals
 - Pros: family friendly
 - Cons: potential for injury incident

6. ADOURNMENT

Mayor Jim Hill thanked everyone for their participation and provided closing comments.



November 19, 2015

Ms. Dianne Thompson, City Manager
 City of Arroyo Grande
 300 East Branch St.
 Arroyo Grande, CA 93420

Dear Ms. Thompson:

I am submitting the items below for departmental review. Please send me the necessary forms to apply for the use permits and have the meetings scheduled that are necessary with the involved departments.

Arroyo Grande Strawberry Festival – Saturday and Sunday, May 28 & 29, 2016

1. The closure of Branch St. from Traffic Way to Mason St. from 5 a.m. to 7 p.m. on Saturday, May 28 and from 5 a.m. to 6 p.m. on Sunday, May 29.
2. The closure of Short St. from Branch St. to Olohan Alley from 5 p.m. Friday, May 27, to 6 p.m. Sunday, May 29.
3. The closure of Bridge St. from Branch Street to Traffic Way from 5 a.m. on Saturday, May 28, until 7 p.m. on Sunday, May 29.
4. The closure of Nelson St. from Mason St to Traffic way from 5 a.m. Saturday, May 28 to 7 p.m. on Sunday, May 29.
5. The use of the parking lots in Olohan Alley from Mason St. to Bridge St. from 5 p.m. Friday, May 27 through 7 p.m. Sunday, May 29.
6. The use of the Car Corral from 10 p.m. Friday, May 27 to 7 p.m. Sunday, May 29.
7. The use of the parking area from the Car Corral to and including the Brisco parking lot and the Le Point parking lot from 10 p.m. Friday, May 27 to 7 p.m. Sunday, May 29.
8. The use of the lawns at Heritage Square from 4 p.m. Friday, May 27 to 7 p.m. Sunday, May 29.
9. The use of Hart-Collette Park between Bridge St. and Traffic Way from 5 a.m. Saturday, May 28 to 7 p.m. Sunday, May 29.
10. The all day use of the five-acre lot next to the Woman's Club on West Branch St. for festival attendee parking on Saturday, May 28 and Sunday, May 29.

11. The all day use of the dirt lot at Rodeo Drive and West Branch Street for festival attendee parking on Saturday, May 28 and Sunday, May 29.
12. The all day use of the City Hall parking lot at Mason and E. Branch St. on Saturday, May 28 and Sunday, May 29.
13. To accommodate trash roll off placement, we request the use of the parking area along the creek fence on the South side of Olohan Alley directly behind Willis & Bennett from 6 a.m on Thursday, May 26 until Monday, May 30 at 6 p.m.

The Arroyo Grande Village Improvement Association (AGVIA) will provide the proper insurance policy to the City by May 1, 2016.

AGVIA will compensate the City for any extra expenses incurred as agreed upon.
AGVIA will abide by all rules and regulations that will be discussed and agreed upon.
AGVIA will provide and place all barricades and signs, and arrow boards as necessary.
AGVIA will provide all "No Parking" delineators and the proper "No Parking" signs.

AGVIA will install all delineators with "tow away, no parking" signs. They will be installed on Thursday, May 26 on all streets as outlined by the Police Dept. on Branch St., Bridge St., Nelson St. between Traffic Way and Mason St.; Mason St. from LePoint St. to Poole St.; north side of Poole St. from Mason St. to Traffic Way; South side of Allen St. from Mason St. to Traffic Way; Nevada St.; a portion of LePoint St.; the downhill side of Miller Way from LePoint St. to Miller Circle; Crown Terrace between LePoint St. and Crown Hill; East Branch St. from Garden St. to the Huasna interchange: the corner of Allen St. and Mason St., tow parking spaces in from the corner in all directions; Short St. from the Swinging Bridge to Nelson St. also, the off ramp exit to North HWY. 101 from Branch Street will have four delineators. We will also install delineators with "tow away, no parking" signs in all Village parking areas we have authority to use.

The AGVIA will replace delineators that are stolen, misplaced, or vandalized.

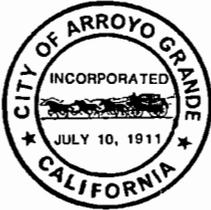
The AGIVA will provide Swinging Bridge security as needed.

Thank you for your consideration.

Sincerely,



Bob Lund, Executive Director
Arroyo Grande Village Improvement Association



MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: SUPPLEMENTAL INFORMATION
AGENDA ITEM 9.e. – MARCH 8, 2016 CITY COUNCIL MEETING
CONSIDERATION OF TEMPORARY USE PERMIT NO. 16-001;
AUTHORIZATION TO USE CITY PROPERTY AND CLOSE CITY
STREETS FOR THE ANNUAL ARROYO GRANDE STRAWBERRY
FESTIVAL AND STAMPEDE ON MAY 28TH AND 29TH, 2016;
APPLICANT – ARROYO GRANDE VILLAGE IMPROVEMENT
ASSOCIATION; REPRESENTATIVE – BOB LUND**

DATE: MARCH 8, 2016

As a result of continued efforts to ensure a safe and successful event, a modification to the recommended “No Parking” areas has been identified. It is recommended that instead of “No Parking” being enforced on Poole Street between Mason Street and Traffic Way (Resolution Page 2, Number 15), this be modified to enforce “No Parking” on the north side of Poole Street and “No Parking” on the south side of Allen Street. This will allow for better vehicular circulation during the event and is reflected in the attached Resolution.

Attachment:

1. Revised City Council Resolution

cc: City Manager
City Attorney
City Clerk
Public Review Binder

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING TEMPORARY USE PERMIT NO. 16-001; AUTHORIZING THE USE OF CITY PROPERTY AND CLOSURE OF CITY STREETS FOR THE ANNUAL ARROYO GRANDE STRAWBERRY FESTIVAL AND STAMPEDE ON MAY 28 AND 29, 2016; APPLIED FOR BY THE ARROYO GRANDE VILLAGE IMPROVEMENT ASSOCIATION

WHEREAS, the Arroyo Grande Village Improvement Association (VIA), organizers of the Arroyo Grande Strawberry Festival, have requested closure of certain City streets and the use of City property as outlined below, for the purpose of craft exhibits, displays, food booths and entertainment, and similar activities; and

WHEREAS, members of the VIA will be responsible for costs associated with traffic control, cleanup, and payment of all related fees and costs for use of City property and City employee time related to the event; and

WHEREAS, in conjunction with the VIA, the Kiwanis Club of Greater Pismo Beach, organizers of the Strawberry Stampede, have requested closure of certain City streets and the use of City property as outlined below, for the purpose of a run/walk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arroyo Grande that the following streets shall be closed and the Arroyo Grande Village Improvement Association is hereby granted the use of certain City streets and property as follows:

Strawberry Festival – Saturday & Sunday, May 28 & 29, 2016

1. The closure of Branch Street from Traffic Way to Mason Street from 5 am to 7 pm on Saturday, May 28th and 5 am to 6 pm on Sunday, May 29th.
2. The closure of Short Street from East Branch Street to Olohan Alley from 5 pm Friday, May 27th until 6 pm, Sunday, May 29th.
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5. The use of parking lots along Olohan Alley from Mason Street to Bridge Street from 5 pm Friday, May 27th through 7 pm Sunday, May 29th.
6. The use of the Car Corral from 10 pm Friday, May 27th to 7 pm, Sunday May 29th.

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7. The use of the parking area from the Car Corral to and including the Brisco parking lot and the Le Point Street parking lot from 10 pm Friday, May 27th to 7 pm Sunday, May 29th.
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12. The use of the City Hall parking lot at 300 E. Branch Street on Saturday, May 28th and Sunday, May 29th.
13. The use of the parking area along the creek fence on the south side of Olohan Alley behind Willis & Bennett from 6 am Thursday, May 26th until 6 pm Monday, May 30th to accommodate trash roll-off placement.
14. "No Parking" in two (2) parking spaces along the south curblin of E. Branch Street immediately east of Mason Street while streets are closed.
15. ~~"No Parking" on Poole Street between Mason and Traffic Way due to semi truck "detour" while streets are closed~~ "No Parking" on the north side of Poole Street between Mason Street and Traffic Way and "No Parking" on the south side of Allen Street between Mason Street and Traffic Way due to vehicular "detour" while streets are closed.
16. "Right Turn Only" from Poole Street onto Traffic Way while streets are closed.
17. "No Parking" in two (2) parking spaces on the east and west curblin of South Mason Street (approximately 30') just north of the intersection with Poole Street while streets are closed.
18. Branch Mill Road between East Cherry Street and the City limit line will be closed to through traffic from 8 am to 9:30 am on Sunday, May 29th, 2014 for the running of the Strawberry Stampede.
19. Allen Street between Traffic Way and Garden Street will be closed to through traffic from 8 am to 10 am on Sunday, May 29th for the running of the Strawberry Stampede.

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On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

The foregoing Resolution was passed and adopted this 8th day of March 2016.

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED AS TO FORM:

HEATHER K. WHITHAM, CITY ATTORNEY

**EXHIBIT "A"
CONDITIONS OF APPROVAL FOR
TEMPORARY USE PERMIT NO. 16-001**

This approval authorizes the use of City property and the closure of City streets for the annual Arroyo Grande Strawberry Festival and the annual Strawberry Stampede on May 28 and 29, 2016.

General Conditions

1. The Arroyo Grande Village Improvement Association (VIA) shall ascertain and comply with all State, County and City requirements as are applicable to this project.
2. The event shall occur in substantial conformance with the application and plans on file in the Community Development Department office.
3. The VIA shall comply with all the conditions of the City Council Resolution adopted on February 23, 2016.
4. The VIA shall agree to defend, indemnify and hold harmless the City, its agents, officers, and employees harmless, at its sole expense from any action brought against the City, its agents, officers, or employees because of said approval, or in the alternative, to relinquish such approval. The VIA shall reimburse the City, its agents, officers, or employees, for any court costs and attorney's fees which the City, its agents, officers, or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the VIA of his/her obligations under this condition.

Public Works Department Conditions

5. The VIA is responsible for providing trash bags and restroom supplies for the festival. Any supplies the Public Works Department may need to provide must be reimbursed by the VIA.
6. The VIA shall have an individual designated to periodically inspect the restrooms and areas around food vendors and waste containers. That individual shall be responsible for maintaining the cleanliness of these areas and gathering and disposing of all debris.
7. The VIA shall reimburse the City for electrical costs associated with special events. Specifically, costs for the outlets by the gazebo, Rotary Bandstand, Bridge Street, Olohan Alley, and behind former City Hall shall be reimbursed.
8. The VIA shall reimburse the City for the costs of any Public Works staff services required for this event, including, but not limited to, restroom maintenance, trash, etc.
9. The VIA shall remove any tape placed on streets and parking areas after the event.

Engineering Division Conditions

10. Restroom facilities, barricades, signing and detour routes shall be provided by the VIA as required.
11. The VIA shall place an advertisement in the *Five Cities Times-Press Recorder* just prior to the event to advise residents of street closures.

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12. The VIA shall provide a \$1,000,000.00 comprehensive general liability insurance policy naming the City as additional insured by May 1, 2016.
13. The VIA shall reimburse the City for the costs of Engineering Division services and any other City services required for this event.

Building and Life Safety Division Conditions

14. All food booths (cooking) must comply with the Fire Department guidelines, and must have County Health Department approval. The VIA will inform booth applicants of Fire Department guidelines, and will ensure total compliance of booth operators. The VIA will not allow non-compliant booths to operate.
15. The project shall comply with the most recent edition of the California State Fire and Building Codes and the Uniform Building and Fire Codes as adopted by the City of Arroyo Grande. Specifically, all temporary-wiring provisions of the N.E.C. must be met.
16. The Building and Life Safety Division must inspect all food booths, generators and temporary electrical service prior to the opening of the event. In lieu of requiring a building permit for temporary electrical service, The VIA will collect a fee of \$15 per every booth utilizing an electrical connection. This fee will be itemized by booth number and submitted to the Building and Life Safety Division within 15 days of the end of the Festival.
17. Emergency access must be maintained to the satisfaction of the Building Official and Fire Chief. A detailed chart or map will be provided to Building and Life Safety Division and Fire Department for approval prior to the event, showing placement of all booths, to include actual dimensions of access pathways for fire apparatus and emergency vehicles.
18. Per the approval of the Fire Chief, there will be ambulance service dedicated to the event.
19. The use of generators must be reviewed and approved by the Building Official.
20. All fire lanes must be posted and enforced in accordance with Police and Fire Department guidelines. Fire lanes and access must be approved by the Fire Chief.
21. The VIA shall identify an individual to act as liaison with the Fire Department for the purpose of maintaining life and safety.
22. Prior to opening the event, the fire access road shall be posted. VIA shall provide continuous enforcement of the fire access road during the event.
23. The VIA will coordinate with and be responsible for costs associated with San Luis Ambulance to provide standby personnel and equipment for Bike Medic and golf cart transport for entire duration of Festival.
24. The VIA shall pay the Fire Department for members and equipment assigned to the event.

Police Department Conditions

25. The VIA shall pay Police Department costs for officers assigned to the event.
26. All temporary "No Parking" signs shall be posted a minimum of 48 hours prior to event setup.

RESOLUTION NO.

PAGE 7

27. A minimum of four (4) private security personnel will be provided by the VIA, to the satisfaction of the Chief of Police. The VIA will present to the Arroyo Grande Police Department two (2) weeks prior to the event:
 - a. The name of the security agency
 - b. A schedule of security coverage
 - c. Location and hours of security assignmentsMinimum required security is one (1) volunteer officer stationed at Nelson & Bridge Street, two (2) volunteer officers assigned to the Swinging Bridge, and one (1) volunteer officer for patrol throughout the evening hours on Saturday, May 28, 2016.
28. Failure to provide private licensed security will result in AGPD Officers being assigned with expenses billed to the VIA.
29. The VIA shall provide and place all barricades, signs, and arrow boards.
30. The VIA shall replace all delineators that are stolen, misplaced, or vandalized.

Special Conditions

31. Notification of all streets subject to closure must be posted a minimum of 48 hours prior to closure, stating the dates and times of closures.
32. Additional event themed signage by local businesses is permitted for the duration of the event.
33. The VIA shall distribute State Board of Equalization forms to all vendors to report the sales tax collected during the Festival, and shall notify them that a list of vendors will be supplied to the City to verify payment of sales tax.
34. The VIA shall provide to the City's Administrative Services Department a list of all vendors participating in the festival. The list will be used to verify that sales tax was collected and reported as earned in Arroyo Grande.
35. The VIA and the Kiwanis Club of Greater Pismo Beach shall mail or hand deliver notification of street closure to all affected residents one week before the event, including residents on Allen Street due to the revised street closures.
36. There shall be no parking on the north side of Poole Street and south side of Allen Street from Mason Street to Traffic Way from 6:00 am to 6:00 pm Saturday, May 28th and Sunday, May 29th.
37. There shall be no parking on the north side of E. Branch Street from Mason Street to Crown Hill Street from 5:00 am on Saturday, May 28th until 7 pm Sunday, May 29th.
38. The left turn lane for vehicles traveling west on E. Branch Street at Mason Street shall be blocked to allow for larger vehicles to make right turns onto E. Branch Street from Mason Street.



MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR

BY: MATTHEW DOWNING, ASSOCIATE PLANNER

SUBJECT: CONSIDERATION OF A REIMBURSEMENT AGREEMENT FOR WATERLINE INSTALLATION; LOCATION – 251 EAST GRAND AVENUE

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council:

1. Approve a Reimbursement Agreement with PFG Arroyo Grande, Inc. for the installation of a waterline and authorize the Mayor to execute the Agreement; and
2. Appropriate \$45,000 from the Water Fund unallocated fund balance.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

Approval of the Reimbursement Agreement will result in an unplanned expenditure of \$45,000 from the Water Fund. As of the Mid-Year Budget Report, the Water Fund has an estimated ending fund balance of approximately \$2.3 million.

BACKGROUND:

On August 6, 2014, the Planning Commission approved Conditional Use Permit 14-007, authorizing the façade modification and building expansion of the Chevron station at 251 East Grand Avenue. Following the Planning Commission's approval, the applicant submitted building plans indicating the entire structure would be demolished as part of the remodel. While the resulting building is in substantial conformance with the Planning Commission's approval, this demolition was not part of the project's original scope of work and therefore necessitates the installation of fire sprinklers to the new structure. In order to provide fire flow to the new structure, a four inch (4") diameter waterline is required to be bored from West Branch Street, under East Grand Avenue, to the project boundary. Efforts have been made with the Chevron franchisee to install a twelve inch (12") diameter waterline in place of the four inch (4") line in order to make this eligible as a public facility (see Exhibit "A" of the Agreement).

ANALYSIS OF ISSUES:

The proposed Agreement reimburses the applicant for the cost difference of installing a twelve inch (12") diameter water main from a four inch (4") diameter waterline. The

**CITY COUNCIL
CONSIDERATION OF A REIMBURSEMENT AGREEMENT FOR WATERLINE
INSTALLATION
MARCH 8, 2016
PAGE 2**

City's current water main runs at an angle from West Branch Street underneath the parking lot at 200 West Branch Street, and connects to the water system at Traffic Way. This existing water main is over fifty (50) years old. The installation of a waterline to serve the Chevron site provides a unique opportunity to install a new water main, providing a new public facility in existing right-of-way (ROW) and putting the City in a position to remove an aging water main from the middle of private property in the future. In general, placing City infrastructure in the ROW is far preferred over having this infrastructure running under private property.

A second benefit of the upsizing results from the new water main being available for connection by the undeveloped, freeway-fronting commercial parcel located behind the Chevron station. Fees paid at the time of the undeveloped property's connection to the new water main will help reimburse the City for the proposed expenditure; however, it is unknown when these fees would be paid. Additionally, future development will not have the need to install a parallel line across East Grand Avenue. If the City were to install a twelve inch (12") water main separately, it would cost approximately \$90,000, not including design fees.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- Approve the Reimbursement Agreement and authorize the Mayor to execute the Agreement;
- Do not approve the Reimbursement Agreement and instead instruct staff to work with the applicant to provide a water line appropriately sized only for the project's needs; or
- Provide direction to staff.

ADVANTAGES:

The proposed Reimbursement Agreement provides financial reimbursement for the applicant to install an appropriately sized City water infrastructure, aids the City in preparing for future infrastructure modifications, and will aid in the future development of an undeveloped commercial property. These benefits will be achieved at significant savings compared to the City installing the infrastructure in the future.

DISADVANTAGES:

The reimbursement will have an unanticipated financial impact to the Water Fund.

ENVIRONMENTAL REVIEW:

Staff has reviewed the project in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the Arroyo Grande Procedures for the Implementation of CEQA and concluded that the project is Categorically Exempt per Section 15304 (f) regarding minor trenching and backfilling where the surface is restored.

**CITY COUNCIL
CONSIDERATION OF A REIMBURSEMENT AGREEMENT FOR WATERLINE
INSTALLATION
MARCH 8, 2016
PAGE 3**

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall on Thursday, March 3, 2016. The Agenda and staff report were posted on the City's website on Friday, March 4, 2016.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made this _____ day of _____, 2016, by and between the City of Arroyo Grande, California, a California municipal corporation (the "City"), and PFG Arroyo Grande, Inc. ("PFG").

RECITALS

A. PFG operates a Chevron Station located at 251 East Grand Avenue in the City of Arroyo Grande.

B. PFG has proposed a building replacement project for the Chevron Station. As part of this project PFG is required to install a 4" diameter fire service water pipeline to be located in the public right-of-way in West Branch Street and into the public right-of-way in East Grand Avenue. This 4" diameter water pipeline will be located in the same location as an identified future City 12" diameter water main pipeline. The location of the 4" diameter line and identified future City 12" diameter water main pipeline are more specifically described in Exhibit "A" attached hereto and incorporated herein.

C. City has determined that increasing the size of the 4" diameter line to function as a 12" diameter water main pipeline would provide public benefits separate and apart from the benefit to PFG's Chevron building replacement project.

D. PFG is willing to pay for the costs of designing, constructing and installing a 12" diameter water main pipeline (hereinafter referred to as "the Work"), subject to being reimbursed from the City for the additional cost of installing a 12" diameter water main pipeline instead of a 4" diameter fire service water pipeline, as described below herein.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Design and Construction of Improvements.

PFG shall be solely responsible for designing, constructing, installing and providing for the inspection of the 12" diameter water main pipeline. City shall review and approve the plans and specifications for the work prior to construction. Installation of the 12" diameter water main pipeline shall be to the satisfaction of City in its sole and reasonably exercised discretion.

2. Reimbursement for Installing 12" Diameter Water Main Pipeline instead of 4" Diameter Fire Service Water Pipeline.

Provided PFG is not in default hereunder, PFG shall receive reimbursement in the amount of \$45,000 for the additional cost of installing a 12" diameter water main pipeline instead of a 4" diameter fire service water pipeline associated with the pipeline design, construction and installation.

Reimbursement will be provided to PFG upon completion of the Work.

3. Inspection.

The City shall have the right at all times to inspect the construction of the Work to assure compliance with plans and specifications.

4. Indemnification.

PFG agrees to indemnify, defend and hold harmless, and further agrees that any of its contractors and/or agents that provide work or services in connection with PFG's obligations under this Agreement agree to indemnify, defend and hold harmless, the City, the City Council and each member thereof, and every officer, commissioner, agent and employee of the City, grantees and assigns from and against all claims, actions, liabilities, damages, costs, expenses and judgments, including attorney's fees, which relate to, arise from, or are in way connected with PFG's obligations under this Agreement, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the proven sole negligent acts of City. This provision shall survive the expiration or termination of this Agreement.

5. Insurance.

PFG shall require all persons performing services on the Work, including its contractors and subcontractors, to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to City.

- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 (or as otherwise approved, in writing, by the City) for each occurrence shall be maintained. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Such insurance shall:
 - i. Name City, its officials, officers, employees and agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured.
 - ii. Be primary with respect to any insurance or selfinsurance programs covering City, its officials, officers, employees and agents.
 - iii. Contain standard separation of insured provisions.
- b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident shall be maintained. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall contain the provisions set forth in subsections (a) (i) - (iii) set forth directly above.
- c. Workers Compensation Insurance. Workers compensation insurance with

statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 for each accident shall be maintained.

d. Other Insurance Requirements. PFG shall:

i. Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to City.

ii. Provide to City certified copies of endorsements and policies if requested by City, and properly executed certificates of insurance evidencing the insurance required herein.

iii. Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the Improvements.

iv. Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the Improvements.

v. Place all insurance required herein with insurers licensed to do business in California

6. Commencement of Construction and Inspection.

PFG and its contractor or subcontractors shall not commence construction of the Work until they have received written authorization from City to proceed. All work performed on the 12" diameter water main pipeline shall be done in strict compliance with City approved plans, specifications and the contract documents and in a good and workmanlike manner. All work performed by PFG, its contractor or agents to construct the Work shall be subject to inspection by City. All fees and costs to construct the Work shall be borne solely by PFG, subject to reimbursement for the additional cost of installing a 12" diameter water main pipeline instead of a 4" diameter fire service water pipeline as provided herein. Inspection by City or its employees or agents shall not relieve PFG of liability for design defects or improper or inadequate workmanship.

7. Compliance with Applicable Laws.

PFG shall insure that all work performed on the Work is performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of City, as these rules and regulations may be modified or changed from time to time.

PFG's attention is directed to and PFG shall comply with Sections 1720 to 1780, inclusive of the California Labor Code. All craftsman, mechanics, and laborers employed or working upon the site of the Work will be paid unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the wage determination which is

referenced herein and made a part hereof, regardless of any contractual relationship which may be alleged to exist between PFG, its Contractor and subcontractors and such laborers and mechanics. In accordance with Section 1770 of the Labor Code, the City has ascertained that the local prevailing wage rates shall be as determined by the California Department of Industrial Relations. Said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>. The wage determination shall be posted by PFG's Contractor before start of work, throughout the work, and at the site of work in a prominent place where it can easily be seen by the workers. PFG, its Contractor, and subcontractors shall comply with Section 1775 of the California Labor Code concerning the payment of prevailing rate of per diem wages. In accordance with this section, should PFG's Contractor or its subcontractor fail to pay prevailing rates, the Labor Commissioner may assess monetary forfeitures. PFG will be responsible for payment of any penalties.

8. Contractor Licenses.

All work performed on the 12" diameter water main shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the City's Business License Ordinance.

9. Guarantee.

PFG shall guarantee all work and materials for the Work to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of final inspection of the work by City. This section shall not, in any way, limit the liability of PFG or any other party for any design or construction defects in the work.

10. No Employment Relationship.

PFG, its agents, servants, and employees are not agents or employees of City, but are independent contractors, solely responsible for their own acts and omissions, and this Agreement shall not be construed as an employment agreement between City and PFG or between City and any contractor doing work for PFG.

11. Notice.

Any notices required or desired to be sent pursuant to this Agreement shall be addressed as follows:

CITY:

City Manager
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93421

PFG:

Keith Slocum
PO Box 633
Avila Beach, CA 93424

12. Binding Effect.

This Agreement shall, at all times, be binding upon the City and PFG and their agents, successors and assigns.

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The Parties hereto agree that all actions or proceedings in connection with this Agreement shall be tried and litigated in the Superior Court located in the County of San Luis Obispo, State of California.

14. Attorneys' Fees.

In the event of legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees and costs.

15. Amendments.

Amendments to this Agreement shall be in writing and shall be made only with the mutual prior written approval of the parties to this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the Parties hereto and contains all representations between the Parties with respect to the subject matter hereof. Each Party has had the opportunity to consult independent counsel of its own choosing. No Party in executing this Agreement has relied upon any inducements, promises or representations made by any other Party or any representative of any other Party except as set forth in this Agreement. This Agreement can only be modified by a writing signed by all Parties to this Agreement.

17. Severability.

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of the Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

18. Counterparts.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

19. Waiver.

No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same of any other provision.

20. Assignment.

This Agreement shall not be assigned without the written consent of the parties hereto, and any assignment without such written consent shall be void and ineffective.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ARROYO GRANDE ('CITY')

PFG

Jim Hill, Mayor

By: _____

Title: _____

ATTEST:

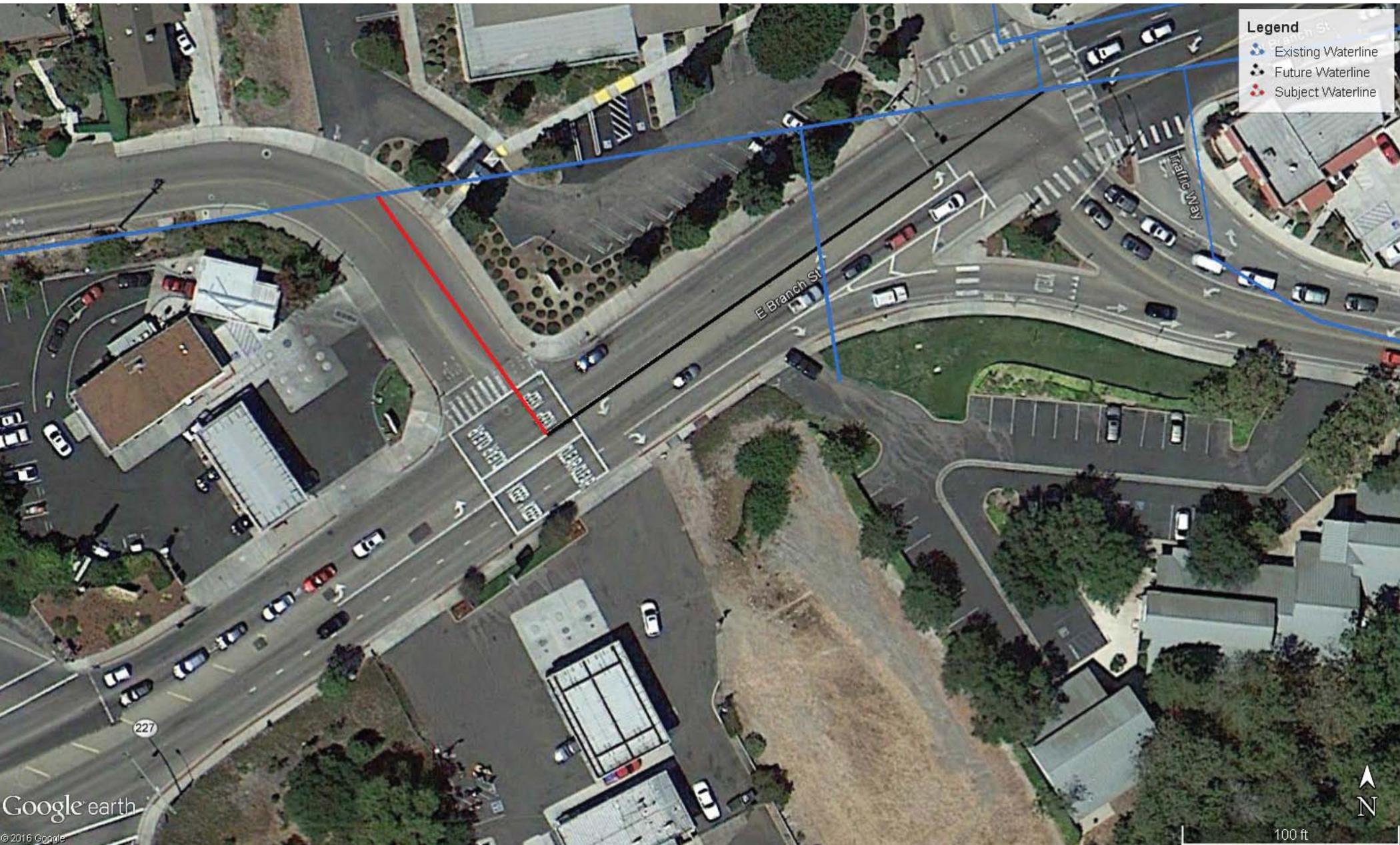
Kelly Wetmore, City Clerk

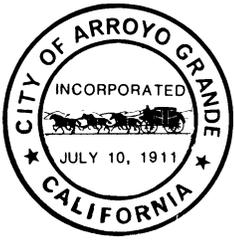
By: _____

Title: _____

Approved as to form:

Heather Whitham, City Attorney





MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA MCCLISH, DIRECTOR OF COMMUNITY DEVELOPMENT

BY: MATTHEW DOWNING, ASSOCIATE PLANNER

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING PUBLIC UTILITY, CREEK, AND STREET TREE EASEMENTS AND APPROVING LICENSE AGREEMENTS AT 139 WEST BRANCH STREET

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council:

1. Adopt a Resolution accepting a Public Utility Easement, a Public Creek Easement, and a Public Street Tree Easement; and
2. Approve and authorize the City Manager to execute License Agreements for the use of City property at 139 West Branch Street.

IMPACTON FINANCIAL AND PERSONNEL RESOURCES:

No impacts to financial or personnel resources are anticipated.

BACKGROUND:

Location



CITY COUNCIL

CONSIDERATION OF A RESOLUTION ACCEPTING PUBLIC UTILITY, CREEK, AND STREET TREE EASEMENTS AND APPROVING LICENSE AGREEMENTS AT 139 WEST BRANCH STREET

MARCH 8, 2016

PAGE 2

In April 2012, a Minor Use Permit-Plot Plan Review was approved for the renovation and remodel of the locally designated historic structure at 139 West Branch Street. As part of the project approval, the applicant was required to dedicate a creek easement for the purpose of habitat conservation, a street tree easement for street trees adjacent to the City right-of-way, and a Public Utility Easement as necessary for the installation or maintenance of public utilities. Additionally, the project was conditioned to obtain License Agreements for the use of City property at the front and rear of the property.

ANALYSIS OF ISSUES:

Acceptance of the easements and approval of the license agreements is consistent with the project's approval. The easements will allow for habitat conservation and potential for a future pedestrian path in the vicinity of Arroyo Grande Creek, as well as providing access for the maintenance of utilities and street tree areas. The License Agreements will allow for the placement of patio features and landscaping within unimproved portions of the City right-of-way.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- Adopt the attached Resolution accepting a Public Utility Easement, a Public Creek Easement, a Public Street Tree Easement, and approve License Agreements for the use of City property and authorizing the City Manager to execute the agreements;
- Modify and adopt the attached Resolution accepting a Public Utility Easement, a Public Creek Easement, a Public Street Tree Easement, and approve License Agreements for the use of City property and authorizing the City Manager to execute the agreements; or
- Do not adopt the attached Resolution and instead provide direction to staff.

ADVANTAGES:

This action is consistent with and substantially conforms to conditions of approval for the Plot Plan Review and will provide benefits to the City by allowing access onto private property for specified purposes.

DISADVANTAGES:

No disadvantages have been identified.

ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA), the item has been determined to be exempt from CEQA per Section 15061(b)3 of the CEQA Guidelines.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION ACCEPTING PUBLIC UTILITY, CREEK, AND
STREET TREE EASEMENTS AND APPROVING LICENSE AGREEMENTS AT 139
WEST BRANCH STREET
MARCH 8, 2016
PAGE 3**

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall on Thursday, March 3, 2016. The Agenda and staff report were posted on the City's website on Friday, March 4, 2016. No public comments were received.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ACCEPTING A PUBLIC UTILITY EASEMENT, A PUBLIC CREEK EASEMENT AND A PUBLIC STREET TREE EASEMENT AND APPROVING LICENSE AGREEMENTS; LOCATED AT 139 WEST BRANCH STREET

WHEREAS, Minor Use Permit-Plot Plan Review 12-006 was approved April 30, 2013, for the renovation and remodel of a locally designated historic commercial structure; and

WHEREAS, conditions of this approval required the dedication of a Public Utility Easement, a Public Creek Easement, and a Public Street Tree Easement; and

WHEREAS, additional conditions of this approval required the grant of License Agreements for use of City property, consisting of unimproved right-of-way; and

WHEREAS, accepting the dedicated easements will provide for riparian habitat conservation, as well as providing access for the maintenance of utilities and street trees; and

WHEREAS, the City Council has reviewed the item in compliance with the California Environmental Quality Act (CEQA) and has determined it is exempt from CEQA per Section 15061(b)3 of the CEQA Guidelines.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Arroyo Grande does hereby accept the Public Utility Easement, Public Creek Easement, and Public Street Tree Easements and authorizes the Mayor to execute Certificates of Acceptance; and further approves the License Agreements for the use of City property and authorizes the City Manager to execute the agreements, all as shown in Exhibit "A", attached hereto and incorporated herein by this reference.

On motion by Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:

the foregoing Resolution was passed and adopted this 8th day of March, 2016.

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED AS TO FORM:

HEATHER K. WHITHAM, CITY ATTORNEY

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**
CITY OF ARROYO GRANDE
CITY CLERK
300 EAST BRANCH STREET
ARROYO GRANDE, CA 93420

Fee Exempt per GC Sections 6103 and
27383

**IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE
PUBLIC UTILITY EASEMENT**

THIS OFFER TO DEDICATE is made this _____ day of _____
20____; by MFI, Limited, a California limited partnership, hereinafter termed Offeror.

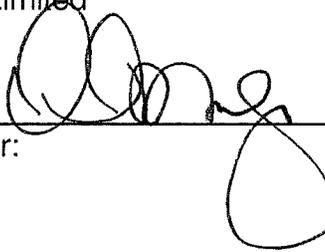
WHEREAS, said Offeror desires to make an irrevocable and perpetual offer to dedicate a public utility easement, which offer may be accepted at any time by the City of Arroyo Grande.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Offeror covenants and promises as follows:

1. That said Offeror is the owner of the real property described in Exhibit A and shown schematically in Exhibit A-1, both of which are attached hereto and incorporated herein by this reference.
2. That said Offeror does hereby offer irrevocably and in perpetuity to the City of Arroyo Grande a public utility easement and incidental uses, over, under, upon and across the property described in Exhibit B and shown schematically in Exhibit B-1, both of which are attached hereto and incorporated herein by this reference.
3. That said Offeror agrees that said offer of dedication shall be irrevocable and that the City of Arroyo Grande may, at any time in the future accept said offer of dedication of the public utility easement.
4. That said Offeror agrees that this irrevocable and perpetual offer to dedicate is and shall be binding on their heirs, legatees, successors and assignees.

IN WITNESS WHEREOF, this Offer is hereby executed by the said Offeror on the day and year first above written.

MFI, Limited

By:  _____
Offeror:

Offeror

Offeror

Offeror

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

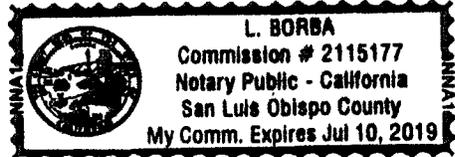
On Jan 22, 2016 before me, L. Borba, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Irrevocable and Perpetual Offer to Dedicate dated _____, 20__ from _____, to the City of Arroyo Grande, a municipal corporation, is hereby accepted in accordance with Resolution No. 453, recorded the 26th day of August 1960, in Volume 1081, Official Records, Page 344, San Luis Obispo County, California, and the City consents to recordation thereof by its duly authorized Mayor.

Dated: _____

CITY OF ARROYO GRANDE

By _____

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

EXHIBIT A
Legal Description
MFI Property

Lot 1 of Lowe's Addition to the City of Arroyo Grande, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map recorded June 6, 1906 in Book B, Page 8 of Maps, in the office of the County Recorder of said county.

* * *

EXHIBIT A-1

MFI PROPERTY

LOT 1 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

POINT OF BEGINNING

WEST BRANCH STREET

LOT 2
B MB 8

LOT 1
B MB 8

LOWE'S ADDITION

0' 20'
SCALE: 1" = 20'

1681 OR 454

TRAFFIC WAY LOT 16



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

JOB NO. 12-008

EXHIBIT B
Legal Description
Public Utility Easement

A portion of Lot 1 of Lowe's Addition to the Town of Arroyo Grande as shown on map filed in Book B of Maps at page 8, records of San Luis Obispo County, California described as follows;

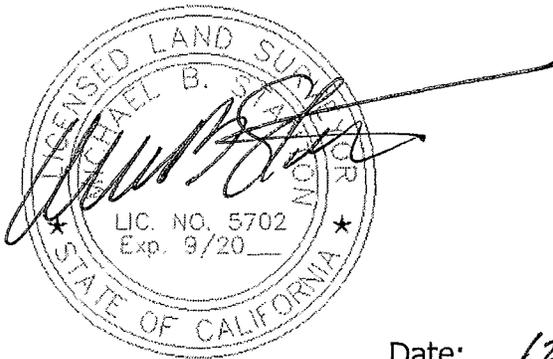
Beginning at a 5/8" rebar with cap "LS 5702" set at the most westerly corner of said Lot 1 as shown on Corner Record filed in Book 30 of Corner Records at Page 57 in the office of the County Surveyor of said County, thence

- 1) North 80° 54' 31" East 17.64 feet along the northerly line of said Lot to a point of intersection with a line that is parallel with and 6 feet offset from the existing back of sidewalk along the southerly side of West Branch Street; thence
- 2) South 77° 51' 41" West along the along said offset line 17.26 feet to the southwesterly line of said Lot 1; thence
- 3) North 33°08' 00" West along said lot line 1.00 feet along said southwesterly line to the point of beginning.

The above-described parcel contains 8 square feet, more or less.

The above-described parcel is graphically shown on Exhibit B-1 attached hereto and made a part hereof.

* * *

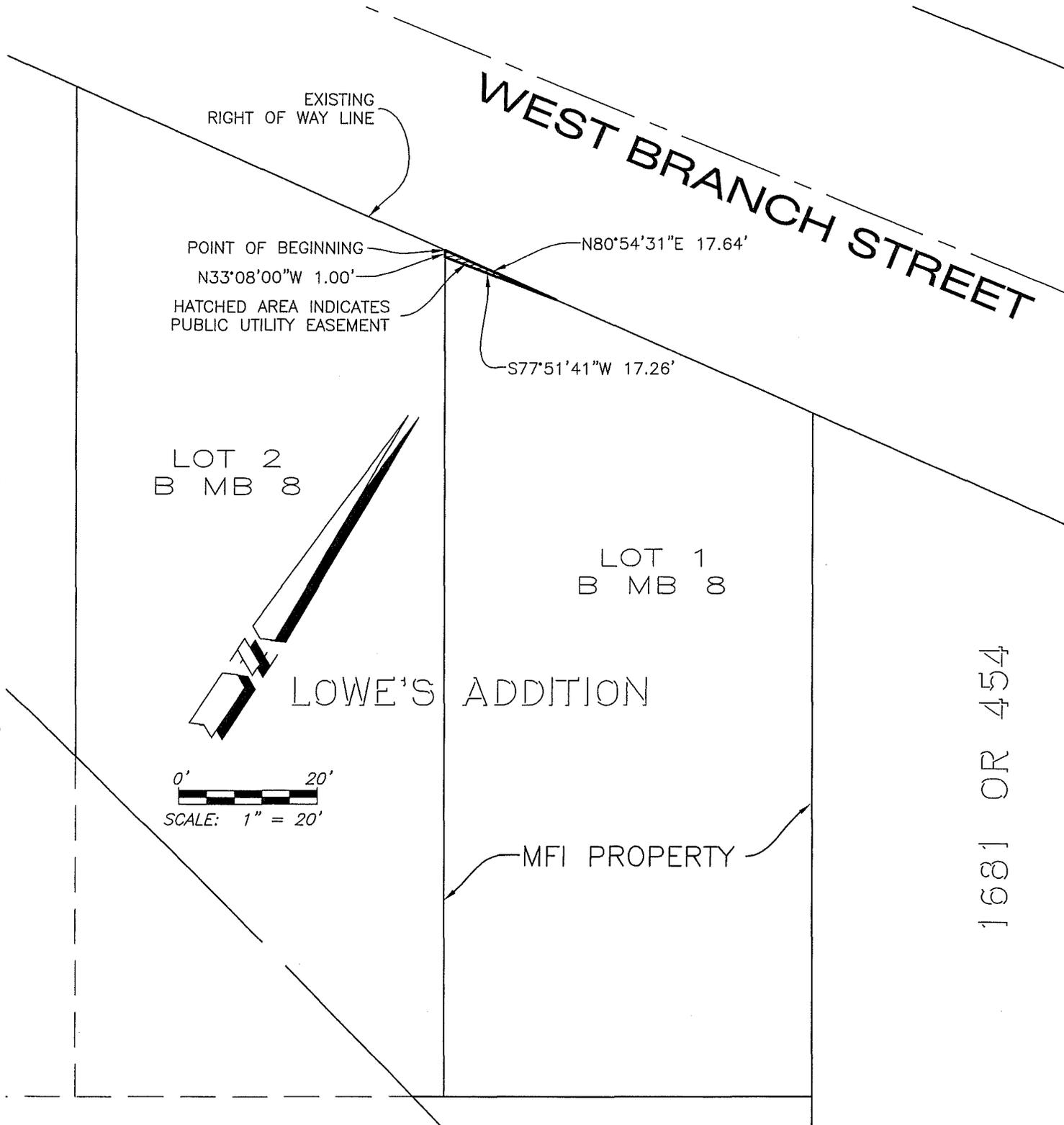


Date: 12-23-2015

EXHIBIT B-1

PUBLIC UTILITY EASEMENT (PUE)

A PORTION OF LOT 1 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



M:\12-008 139 West Branch - AG\Civil3D\139 W Branch ESMTS.dwg, 8.5X11 PUE ESMT, Jul 14, 2014 11:39am, rellison



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

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**
CITY OF ARROYO GRANDE
CITY CLERK
300 EAST BRANCH STREET
ARROYO GRANDE, CA 93420

Fee Exempt per GC Sections 6103 and
27383

**IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE PUBLIC
CREEK EASEMENT**

THIS OFFER TO DEDICATE is made this _____ day of _____
20___, between MFI, Limited, a California limited partnership, hereinafter termed
Offeror.

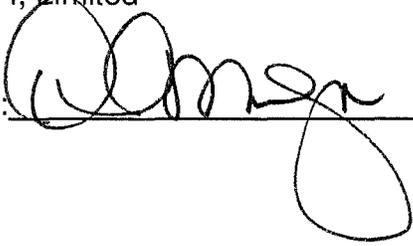
WHEREAS, said Offeror desires to make an irrevocable and perpetual offer to dedicate
a public creek easement, which offer may be accepted at any time by the City of Arroyo
Grande.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, Offeror covenants and promises as follows:

1. That said Offeror is the owner of the real property described in Exhibit A and
shown schematically in Exhibit A-1, both of which are attached hereto and
incorporated herein by this reference.
2. That said Offeror does hereby offer irrevocably and in perpetuity to the City of
Arroyo Grande an easement for public creek purposes, along with any
appurtenances and incidental uses, over, under, upon and across Parcel A
described in Exhibit B and shown schematically in Exhibit B-1, both of which are
attached hereto and incorporated herein by this reference.
3. That said Offeror agrees that said offer of dedication shall be irrevocable and that
the City of Arroyo Grande may, at any time in the future accept said offer of
dedication of the public creek easement.
4. That said Offeror agrees that this irrevocable and perpetual offer to dedicate is
and shall be binding on their heirs, legatees, successors and assignees.
5. That said Offeror agrees to uphold General Plan policies with activities and
maintenance that enhance natural creek functions and values by providing
erosion control, sedimentation prevention, enhancement of riparian habitat
corridors, water quality protection and aesthetic and recreational opportunities as
agreeable to the City.

IN WITNESS WHEREOF, this Offer is hereby executed by the said Offeror on the day and year first above written.

MFI, Limited

By:  _____

Offeror

Offeror

Offeror

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

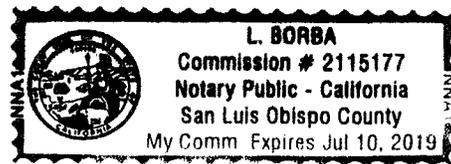
On Jan 22, 2014 before me, L. Borba, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Irrevocable and Perpetual Offer to Dedicate dated _____, 20__ from _____, to the City of Arroyo Grande, a municipal corporation, is hereby accepted in accordance with Resolution No. 453, recorded the 26th day of August 1960, in Volume 1081, Official Records, Page 344, San Luis Obispo County, California, and the City consents to recordation thereof by its duly authorized Mayor.

Dated: _____

CITY OF ARROYO GRANDE

By _____

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

EXHIBIT A
Legal Description
MFI Property

Lot 1 of Lowe's Addition to the City of Arroyo Grande, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map recorded June 6, 1906 in Book B, Page 8 of Maps, in the office of the County Recorder of said county.

* * *

EXHIBIT A-1

MFI PROPERTY

LOT 1 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

POINT OF BEGINNING

WEST BRANCH STREET

LOT 2
B MB 8

LOT 1
B MB 8

LOWE'S ADDITION

0' 20'
SCALE: 1" = 20'

1681 OR 454

TRAFFIC WAY LOT 16



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

JOB NO. 12-008

**EXHIBIT B
Legal Description
Creek Easement**

A portion of Lot 1 of Lowe's Addition to the Town of Arroyo Grande as shown on map filed in Book B of Maps at page 8, records of San Luis Obispo County, California described as follows;

Beginning at a nail with brass tag stamped "LS 5702" set at the most southerly corner of said Lot 1 as shown on Corner Record filed in Book 30 of Corner Records at Page 57 in the office of the County Surveyor of said County, thence

- 1) North 56° 52' 00" East 53.13 feet to the southeasterly corner of said Lot; thence
- 2) North 33° 08' 00" West 12.45 feet along northeast line of said Lot to the intersection with a line that is 35 feet offset from and parallel with the northerly top of bank of Arroyo Grande Creek; thence
- 3) South 63° 28' 20" West 28.47 feet along said offset line; thence
- 4) South 69° 02' 52" West 25.41 feet along said offset line to the southwesterly line of said Lot; thence
- 5) South 33° 08' 00" East 21.09 feet along the southwesterly line of said Lot to the Point of Beginning.

The above-described parcel contains 856 square feet, more or less.

The above-described parcel is graphically shown on Exhibit B-1 attached hereto and made a part hereof.

* * *





Michael B. Stanton, PLS5702

12-23-2015
Date

EXHIBIT B-1 CREEK EASEMENT

PORTION OF LOT 1 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE
AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO,
STATE OF CALIFORNIA

LOT 2
B MB 8

LOT 1
B MB 8

LOWE'S ADDITION

WEST BRANCH
STREET

1681 OR 454



S33°08'00"E 21.09'

POINT OF BEGINNING

N56°52'00"E 4.44'

S69°02'52"W
25.41'

S63°28'20"W
28.47'

35.00'

PARCEL A

N56°52'00"E 53.13'

N33°08'00"W 12.45'

PARCEL A
HATCHED AREA
INDICATES CREEK EASEMENT

TOP OF
CREEK BANK

TOP OF
CREEK BANK

TRAFFIC WAY

OVERALL
R=1850.00'
L=85.80'
Δ=2°39'26"

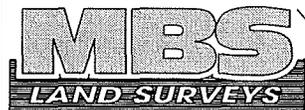
LOT 16

AREA DEDICATED TO
CITY OF A.G.
PER PARCEL MAP
AG-88-025
46 PM 27

S33°08'00"E 63.60'

LOT 15

M:\12-008 139 West Branch - AG\Civil3D\139 W Branch ESMTS.dwg, 8.5X11 CREEK ESMT, Aug 28, 2015 1:46pm, REllison



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

August 28, 2015

JOB #12-008

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**
CITY OF ARROYO GRANDE
CITY CLERK
300 EAST BRANCH STREET
ARROYO GRANDE, CA 93420

Fee Exempt per GC Sections 6103 and
27383

**IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE
PUBLIC STREET TREE EASEMENT**

THIS OFFER TO DEDICATE is made this _____ day of _____
20____, by MFI, Limited, a California limited partnership, hereinafter termed Offeror.

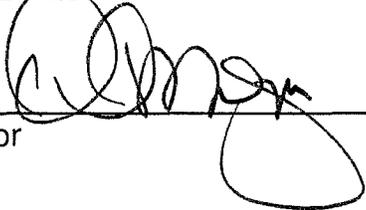
WHEREAS, said Offeror desires to make an irrevocable and perpetual offer to dedicate a public street tree easement, which offer may be accepted at any time by the City of Arroyo Grande.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Offeror covenants and promises as follows:

1. That said Offeror is the owner of the real property described in Exhibit A and shown schematically in Exhibit A-1, both of which are attached hereto and incorporated herein by this reference.
2. That said Offeror does hereby offer irrevocably and in perpetuity to the City of Arroyo Grande an easement for public street trees, along with any appurtenances and incidental uses, over, under, upon and across the following property described in Exhibit B and shown schematically in Exhibit B-1, both of which are attached hereto and incorporated herein by this reference.
3. That within said easement, the City of Arroyo Grande shall have the right to require Offeror to install, operate, maintain, repair, replace, and enlarge or decrease the size of public street trees, along with any appurtenances and incidental uses.
4. That said Offeror agrees that said offer of dedication shall be irrevocable and that the City of Arroyo Grande may, at any time in the future accept said offer of dedication of the public street tree easement.
5. That said Offeror agrees that this irrevocable and perpetual Offer to dedicate the public street tree easement is and shall be binding on their heirs, legatees, successors and assignees

IN WITNESS WHEREOF, this Offer is hereby executed by the said Offeror on the day and year first above written.

MFI, Limited

By:  _____
Offeror

Offeror

Offeror

Offeror

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

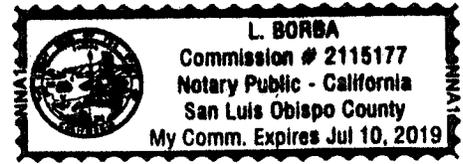
On Jan 22, 2014 before me L. Borba, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Irrevocable and Perpetual Offer to Dedicate dated _____, 20__ from _____, to the City of Arroyo Grande, a municipal corporation, is hereby accepted in accordance with Resolution No. 453, recorded the 26th day of August 1960, in Volume 1081, Official Records, Page 344, San Luis Obispo County, California, and the City consents to recordation thereof by its duly authorized Mayor.

Dated: _____

CITY OF ARROYO GRANDE

By _____

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

EXHIBIT A
Legal Description
MFI Property

Lot 1 of Lowe's Addition to the City of Arroyo Grande, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map recorded June 6, 1906 in Book B, Page 8 of Maps, in the office of the County Recorder of said county.

* * *

EXHIBIT A-1

MFI PROPERTY

LOT 1 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

POINT OF BEGINNING

WEST BRANCH STREET

LOT 2
B MB 8

LOT 1
B MB 8

LOWE'S ADDITION

0' 20'
SCALE: 1" = 20'

1681 OR 454

TRAFFIC WAY LOT 16



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

JOB NO. 12-008

EXHIBIT B
Legal Description
Street Tree Easement

A portion of Lot 1 of Lowe's Addition to the Town of Arroyo Grande as shown on map filed in Book B of Maps at page 8, records of San Luis Obispo County, California described as follows;

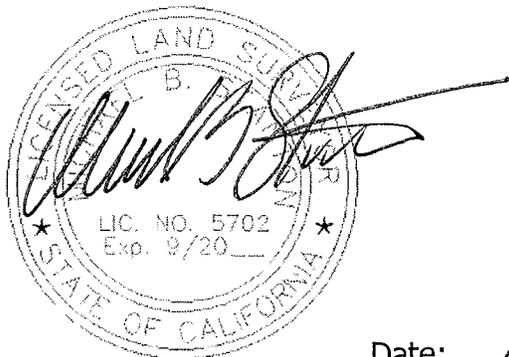
Beginning at a 5/8" rebar with cap "LS 5702" set at the most westerly corner of said Lot 1 as shown on Corner Record filed in Book 30 of Corner Records at Page 57 in the office of the County Surveyor of said County, thence

- 1) North 80° 54' 31" East 58.17 feet to the northeasterly corner of said Lot; thence
- 2) South 33° 08' 00" East 1.98 feet along the northeasterly line of said Lot to a point of intersection with a line that is parallel with and 6 feet offset from the existing back of sidewalk along the southerly side of West Branch Street; thence
- 3) South 77°51' 41" West along said offset line 56.90 feet to the southwesterly line of said Lot; thence
- 4) North 33°08' 00" West along said southwesterly line 5.29 feet to the Point of Beginning.

The above-described parcel contains 193 square feet, more or less.

The above-described parcel is graphically shown on Exhibit B-1 attached hereto and made a part hereof.

* * *

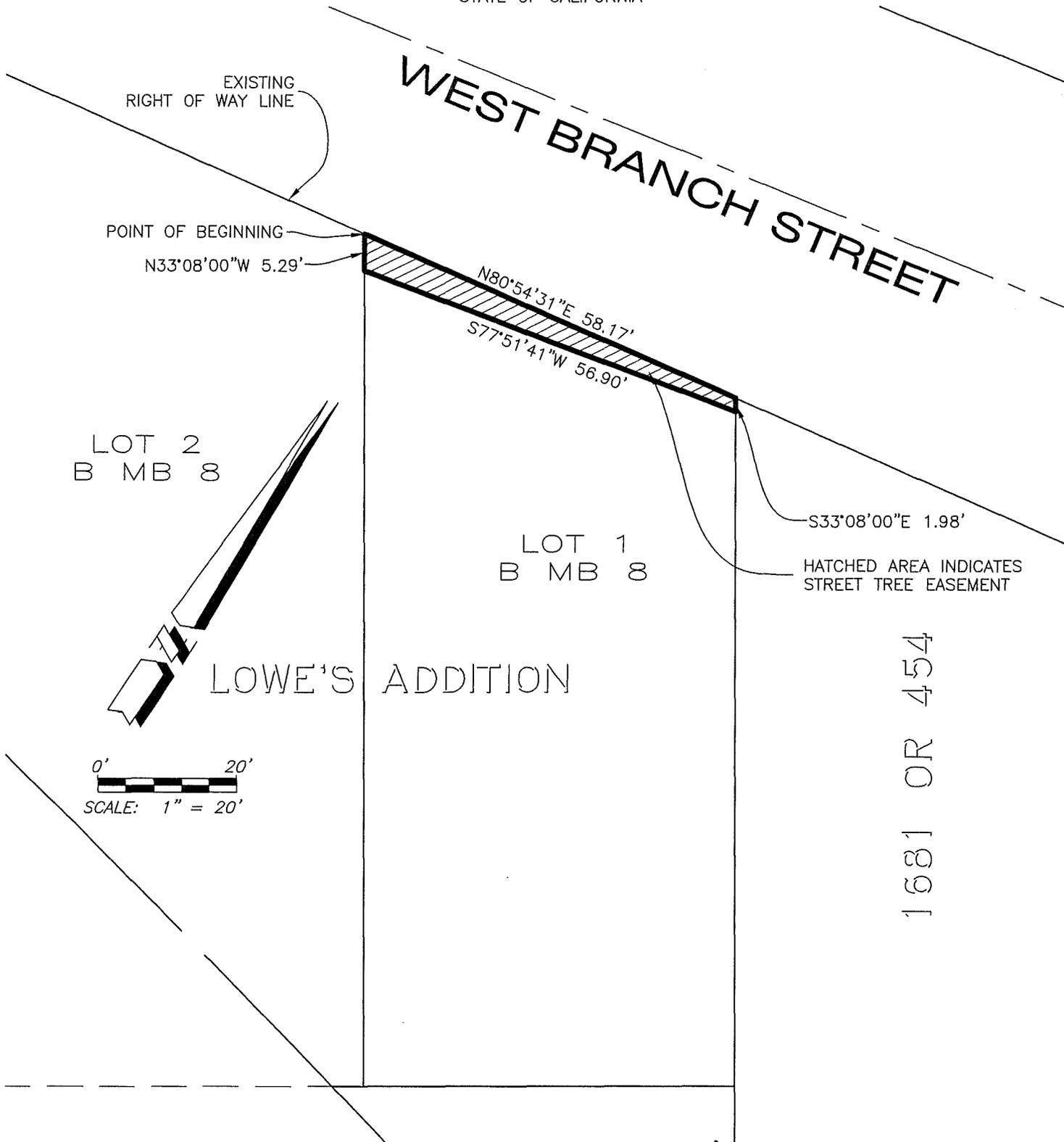


Date: 12-23-2015

EXHIBIT B-1

STREET TREE EASEMENT

A PORTION OF LOT 1 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



M:\12-008 139 West Branch - AG\Civil\3D\139 W Branch ESMTS.dwg, 8.5X11 ST TREE ESMT, Jul 14, 2014 1:30pm, rellison

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

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**
CITY OF ARROYO GRANDE
CITY CLERK
300 EAST BRANCH STREET
ARROYO GRANDE, CA 93420

**GRANT OF NONEXCLUSIVE LICENSE AND AGREEMENT
AFFECTING REAL PROPERTY**

THIS Grant of Nonexclusive License and Agreement Affecting Real Property (“AGREEMENT”) is entered into as of _____, 20__ by and between the **CITY OF ARROYO GRANDE**, (the “**CITY**”), a municipal corporation organized under the laws of the State of California, and **MFI, Limited** (the “**LICENSEE**”), a California limited partnership.

WHEREAS, LICENSEE owns the property located at 139 West Branch Street, Arroyo Grande, California; and

WHEREAS, CITY owns property at the front of the property located at 139 West Branch Street; and

WHEREAS, LICENSEE has received approval from the Community Development Director to renovate the façade and remodel the rear portion of the locally designated historic structure located at 139 West Branch Street (Plot Plan Review 12-006); and

WHEREAS, Plot Plan Review 12-006 contains conditions of approval that must be implemented by **LICENSEE**; and

WHEREAS, Condition of approval No. 7 requires **LICENSEE** to obtain permission to use the property adjacent to the front of 139 West Branch Street, owned by **CITY**; and

WHEREAS, CITY desires to allow **LICENSEE** to use **CITY**’s property as part of **LICENSEE**’s use of its property located at 139 West Branch Street.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Grant of License. **CITY** hereby grants to **LICENSEE** a license to use the property described in Exhibit A and shown schematically in Exhibit A-1 (“Property”), both of which are attached hereto and incorporated herein by this reference, subject to the following terms and conditions:

- a. **LICENSEE** agrees to maintain the Property including maintaining and replacing the landscaping, street trees and plaza improvements located on the Property to the satisfaction of the City.
 - b. **LICENSEE** agrees **LICENSEE's** use of the Property is restricted to landscaping and a paved plaza.
 - c. **LICENSEE** understands that **LICENSEE's** use of the Property is not exclusive and that the Property may be accessed by the general public.
3. Indemnification. **LICENSEE** agrees to indemnify, defend and hold harmless **CITY**, its officials, employees and agents, from and against any and all liability, loss, costs (including reasonable attorney fees), or claims for personal injuries or property damage arising out of, in whole or in part, **LICENSEE'S** or **LICENSEE'S** agents, contractors, assignees or successors in interest, of any kind, use of the Property.
 4. Revocation. **CITY** may immediately revoke this License without notice for a breach of or failure to comply with any of the terms and conditions set forth herein; **CITY** may revoke this License without cause upon thirty (30) days written notice to **LICENSEE**.
 5. Notice. Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To **CITY**: City of Arroyo Grande
 Attn: Dianne Thompson
 300 E. Branch Street
 Arroyo Grande, CA 93420

To **LICENSEE**: _____

6. Binding Effect. This Agreement shall be binding upon the successors in interest of any kind to the property.
7. Attorney's Fees. In the event of legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

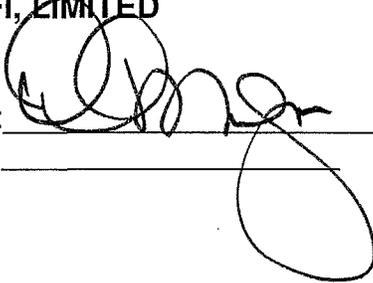
8. Amendment. This Agreement may not be amended or altered except by an instrument in writing executed by **CITY** and **LICENSEE**.
9. Partial Invalidity. Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Agreement shall have no effect, but all remaining provisions of this Agreement shall remain in full force.
10. Governing Law. The validity, meaning, and effect of this Agreement shall be determined in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF ARROYO GRANDE

MFI, LIMITED

DIANNE THOMPSON
City Manager

By:  _____

ATTEST:

KELLY WETMORE
City Clerk

APPROVED AS TO FORM:

HEATHER WHITHAM
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

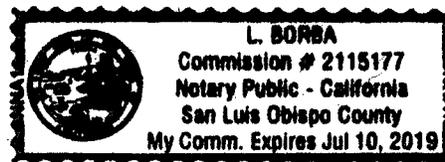
State of California
County of San Luis Obispo

On Jan. 22, 2016 before me, L. Borba, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

EXHIBIT A
Legal Description
Nonexclusive License and Agreement Affecting Real Property

A portion of Branch Street adjacent to Lot 1 of Lowe's Addition to the Town of Arroyo Grande as shown on map filed in Book B of Maps at page 8, records of San Luis Obispo County, California described as follows;

Beginning at a 5/8" rebar with cap "LS 5702" set to mark the most westerly corner of said Lot 1 as shown on Corner Record filed in Book 30 of Corner Records at Page 57 in the office of the County Surveyor of said County, thence along the southerly right-of-way of West Branch Street

- 1) North 80° 54' 31" East, 58.17 feet to the northeasterly corner of said Lot; thence along the northwesterly projection of the northeasterly line of said Lot
- 2) North 33° 08' 00" West, 8.76 feet to the existing back of sidewalk along the southerly side of West Branch Street; thence along said back of sidewalk
- 3) South 77° 51' 36" West, 58.90 feet to the northwesterly projection of the southwesterly line of said Lot; thence along said projection
- 4) South 33° 08' 00" East, 5.44 feet to the Point of Beginning.

The above-described parcel contains 377 square feet, more or less.

The above-described parcel is graphically shown on Exhibit A-1 attached hereto and made a part hereof.

* * *



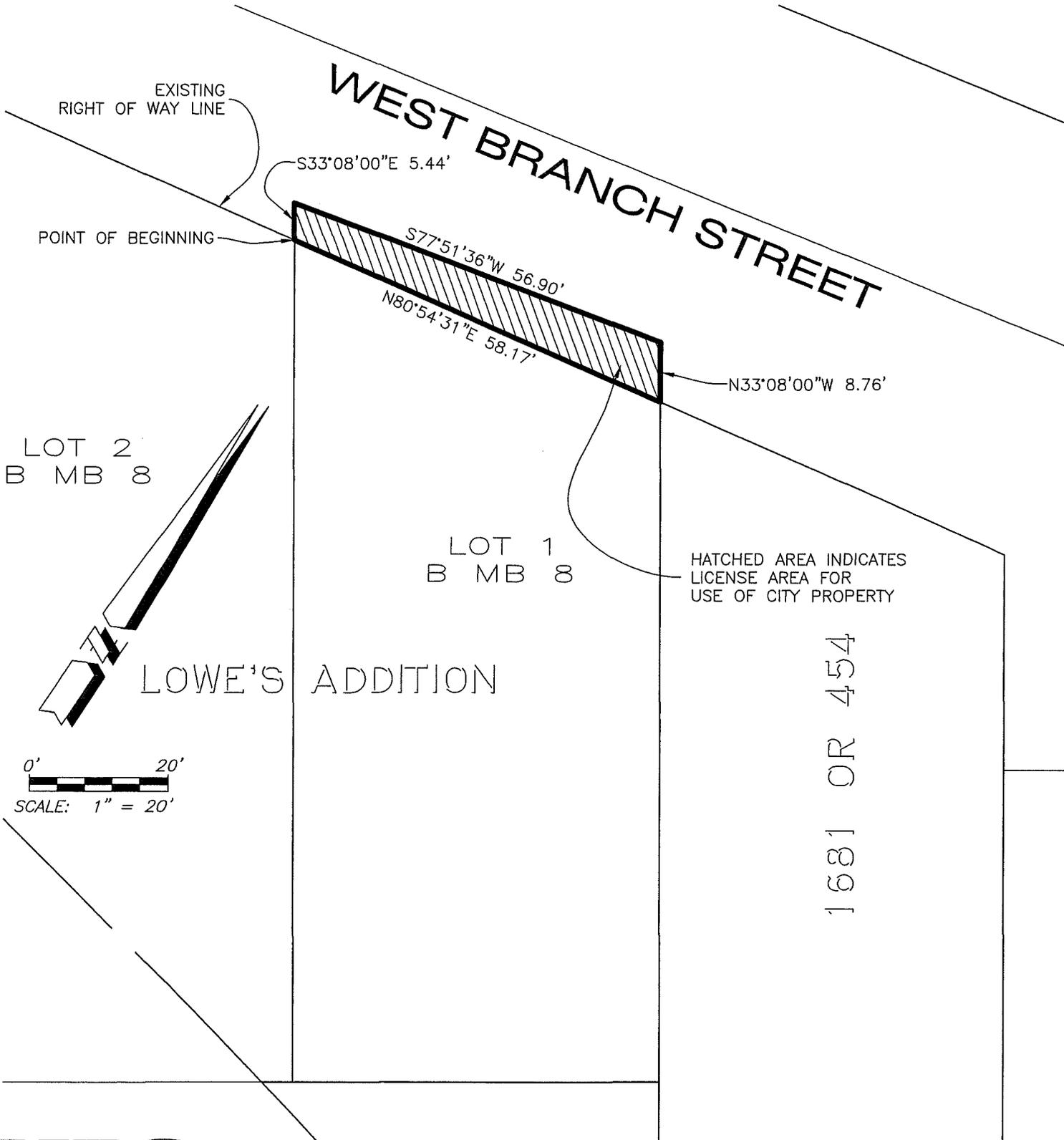

Michael B. Stanton, PLS5702

12-23-2015
Date

EXHIBIT A-1

NONEXCLUSIVE LICENSE AND AGREEMENT AFFECTING REAL PROPERTY

A PORTION OF WEST BRANCH STREET, ADJACENT TO LOT 1 OF LOWE'S
ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF
MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



M:\12-008 139 West Branch - AG\Civil3D\139 W Branch ESMTS.dwg, 8.5X11 REVOC ROW ESMT, Aug 26, 2015 2:07pm, REllison



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

August 26, 2015

JOB #12-008

1RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:
CITY OF ARROYO GRANDE
CITY CLERK
300 EAST BRANCH STREET
ARROYO GRANDE, CA 93420

**GRANT OF NONEXCLUSIVE LICENSE AND AGREEMENT
AFFECTING REAL PROPERTY**

THIS Grant of Nonexclusive License and Agreement Affecting Real Property (“AGREEMENT”) is entered into as of _____, 20__ by and between the **CITY OF ARROYO GRANDE**, (the “**CITY**”), a municipal corporation organized under the laws of the State of California, and **MFI, Limited** (the “**LICENSEE**”), a California limited partnership.

WHEREAS, LICENSEE owns the property located at 139 West Branch Street, Arroyo Grande, California; and

WHEREAS, CITY owns property to the rear of the property located at 139 West Branch Street adjacent to the creek; and

WHEREAS, LICENSEE has received approval from the Community Development Director to renovate the façade and remodel the rear portion of the locally designated historic structure located at 139 West Branch Street (Plot Plan Review 12-006); and

WHEREAS, Plot Plan Review 12-006 contains conditions of approval that must be implemented by **LICENSEE**; and

WHEREAS, Condition of approval No. 7 requires **LICENSEE** to obtain permission to use the property behind 139 West Branch Street, owned by **CITY**; and

WHEREAS, CITY desires to allow **LICENSEE** to use **CITY**’s property as part of **LICENSEE**’s use of its property located at 139 West Branch Street.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Grant of License. **CITY** hereby grants to **LICENSEE** a license to use the property contained in Parcel B described in Exhibit A and shown schematically in Exhibit A-1 (“Property”), both of which are attached hereto and incorporated herein by this reference, subject to the following terms and conditions:

- a. **LICENSEE** agrees to maintain the Property and repair improvements such as fencing, permeable paving, decomposed granite path, directional and informational signs, and native landscaping on the Property following best management practices acceptable to the **CITY**.
 - b. **LICENSEE** understands that **LICENSEE's** use of the Property is not exclusive and that the Property includes a segment of public path that may be connected to a public trail system accessed by the general public in the future.
 - c. For the purposes of protecting biological resources, with respect to the Property, **LICENSEE** shall not nor shall **LICENSEE** allow the construction or placement of any kind of temporary or permanent structures, parking, grading or solid paving of any kind, storing or working on vehicles, equipment or material storage, agricultural development, removal or alteration of native plants or animals, landscaping with plant species that are known to be invasive in nature or otherwise hazardous to native species, animal raising and keeping of specialized animal facilities, or any activity that would accelerate soil erosion and subsequent sedimentation of the adjacent creek.
3. Indemnification. **LICENSEE** agrees to indemnify, defend and hold harmless **CITY**, its officials, employees and agents, from and against any and all liability, loss, costs (including reasonable attorney fees), or claims for personal injuries or property damage arising out of, in whole or in part, **LICENSEE's** or **LICENSEE's** agents, contractors, assignees or successors in interest, of any kind, use of the Property.
4. Revocation. **CITY** may immediately revoke this License without notice for a breach of or failure to comply with any of the terms and conditions set forth herein; **CITY** may revoke this License without cause upon thirty (30) days written notice to **LICENSEE**.
5. Notice. Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To **CITY**: City of Arroyo Grande
 Attn: Dianne Thompson
 300 E. Branch Street
 Arroyo Grande, CA 93420

To **LICENSEE**: _____

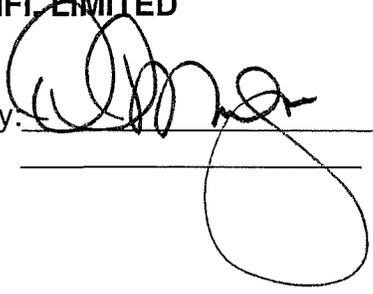
-
6. Binding Effect. This Agreement shall be binding upon the successors in interest of any kind to the property.
 7. Attorney's Fees. In the event of legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.
 8. Amendment. This Agreement may not be amended or altered except by an instrument in writing executed by **CITY** and **LICENSEE**.
 9. Partial Invalidity. Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Agreement shall have no effect, but all remaining provisions of this Agreement shall remain in full force.
 10. Governing Law. The validity, meaning, and effect of this Agreement shall be determined in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF ARROYO GRANDE

MFI LIMITED

DIANNE THOMPSON
City Manager

By: 

ATTEST:

KELLY WETMORE
City Clerk

APPROVED AS TO FORM:

HEATHER WHITHAM
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On Jan. 22, 2016 before me, L. Borba, Notary Public
(Insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

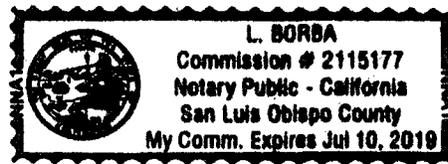


EXHIBIT A
Legal Description
Use of City Property

Portions of Lot 15 and Lot 16 of Lowe's Addition to the Town of Arroyo Grande as shown on map filed in Book B of Maps at page 8, records of San Luis Obispo County, California described as follows;

Beginning at a nail with brass tag stamped "LS 5702" set at the most southerly corner of said Lot 1 as shown on Corner Record filed in Book 30 of Corner Records at Page 57 in the office of the County Surveyor of said County, thence

- 1) North 56° 52' 00" East a distance of 53.13 feet to the southeasterly corner of said Lot; thence along the northeasterly line of said Lot 16
- 2) South 33° 08' 00" East, 22.78 feet; thence leaving the northeasterly line of said Lot 16 and along the existing top of bank of Arroyo Grande Creek
- 3) South 63° 28' 20" West, 34.23 feet; thence
- 4) South 69° 02' 52" West, 7.60 feet to the northerly line of Traffic Way being a point on a non-tangent curve, concave southerly, having a radius of 1850.00 feet, a radial to said point bears North 14° 07' 11" East; thence leaving said existing top of bank of Arroyo Grande Creek
- 5) westerly along the arc of said curve through a central angle of 0° 43' 53" an arc distance of 23.61 feet to the northwesterly line of said Lot 16; thence
- 6) North 56° 52' 00" East 4.44 feet along the northwesterly line of said Lot 16 to the Point of Beginning.

The above-described parcel contains 980 square feet, more or less.

The above-described parcel is graphically shown on Exhibit A-1 attached hereto and made a part hereof.

* * *




Michael B. Stanton, PLS5702

12-23-2015
Date

EXHIBIT A-1 USE OF CITY PROPERTY

PORTIONS OF LOT 15 AND LOT 16 OF LOWE'S ADDITION TO THE TOWN OF ARROYO GRANDE AS RECORDED IN BOOK "B" OF MAPS, PAGE 8, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

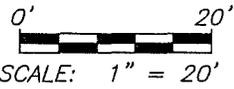
LOT 2
B MB 8

LOT 1
B MB 8

LOWE'S ADDITION

WEST BRANCH STREET

1681 OR 454



POINT OF BEGINNING

N56°52'00"E 4.44'

N56°52'00"E 53.13'

N56°52'00"E 57.57'

$\Delta=0^{\circ}43'53''$

R=1850.00'

L=23.61'

PARCEL B

S69°02'52"W 7.60'

S63°28'20"W 34.23'

PARCEL B
HATCHED AREA
INDICATES USE OF
CITY PROPERTY

TOP OF
CREEK BANK

TOP OF
CREEK BANK

TRAFFIC WAY

RADIAL=N14°07'11"E

OVERALL
R=1850.00'
L=85.80'
 $\Delta=239'26''$

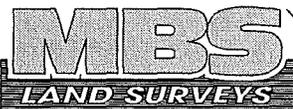
LOT 16

AREA DEDICATED TO
CITY OF A.G.
PER PARCEL MAP
AG-88-025
46 PM 27

S33°08'00"E

LOT 15

M:\12-008 139 West Branch - AG\Civil3D\139 W Branch ESMTS.dwg, 8.5X11 USE OF CITY PROPERTY, Aug 26, 2015 1:12pm, RELISON

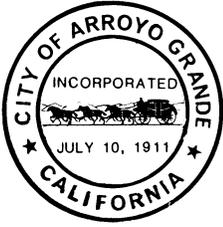


MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

August 26, 2015

JOB #12-008

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MEMORANDUM

TO: CITY COUNCIL

FROM: GEOFF ENGLISH, PUBLIC WORKS DIRECTOR

SUBJECT: CONSIDERATION OF AN AGREEMENT WITH RICK ENGINEERING COMPANY FOR PAVEMENT CONDITION EVALUATION AND PAVEMENT MANAGEMENT SYSTEM UPDATE

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council:

1. Approve a Consultant Services Agreement with Rick Engineering Company for pavement condition evaluation services and to update the City's Pavement Management Plan in the amount of \$41,050.00;
2. Authorize an additional \$4,100 in contingency funds; and
3. Authorize the Mayor to execute the agreement.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

A total of \$1,001,786 is allocated in the FY 2015/16 Pavement Management Budget. As of March 2016, there is an account balance of approximately \$131,000 remaining in the FY 2015/16 Pavement Management Budget.

BACKGROUND:

On September 28, 2010, the Council adopted a Resolution approving the 2010 Updated Pavement Management Program (PMP), which outlined a pavement maintenance strategy to resurface Arroyo Grande road surfaces over a seven-year period. Fiscal Year 2015/16 represents the seventh and final year of the 2010 Pavement Management Plan.

The Pavement Management Plan identifies and outlines preventative maintenance and resurfacing strategies for each section of streets in the City's street network. Preventative maintenance strategies usually include the use of surface treatments such as fog seals, slurry seals, micro-surfacing techniques and other low cost options intended to preserve and extend the life of the road surface. Other repair and corrective strategies for damaged or deteriorated road segments can include asphalt overlays, extensive recycling or reconstructions which often involve the removal and replacement of failed pavement. The updated Pavement Management Plan will provide recommended resurfacing strategies for each road segment based on the current pavement condition evaluation conducted by the consultant. The overall goal will be to establish and maintain the City's roads in a best possible condition allowable with the funding sources allocated by the Council to pavement maintenance.

**CITY COUNCIL
CONSIDERATION OF AN AWARD OF AGREEMENT TO RICK ENGINEERING
COMPANY FOR PAVEMENT CONDITION EVALUATION AND PAVEMENT
MANAGEMENT SYSTEM UPDATE
MARCH 8, 2016
PAGE 2**

The City of Arroyo Grande requested qualifications from qualified firms to provide services for pavement condition evaluation and to update of the City's Pavement Management Plan. The 2016 PMP update will include a comprehensive survey and inventory of City streets and roadway system (approximately 70 centerline miles). Services requested included inputting all data collected during the survey into the City's Pavement Management System (PMS) program. The City currently uses StreetSaver® as its PMS Program.

ANALYSIS OF ISSUES:

On Friday, January 8, 2016 a Request for Proposals (RFP) was distributed inviting proposals to be submitted by qualified consultant firms to conduct an evaluation of the pavement condition of all City road surfaces and to update to the City's Pavement Management Plan. By the February 9, 2016 RFP deadline, four (4) proposals were received from the following consultant firms:

- Rick Engineering Company
- Pavement Engineering, Inc.
- The Barnhardt Group
- Infrastructure Management Services, Inc.

Following a graded evaluation of the four proposals, Rick Engineering of San Luis Obispo was determined to be the most qualified firm for to provide the services described in the RFP. A ranking of the consultant firm proposals was conducted (Attachment No. 1).

If approved by the Council, pavement condition evaluation work is expected to begin in April and the updated Pavement Management Plan draft delivered to the City in July 2016. The updated draft PMP is anticipated to be brought back to the City Council for review and consideration in August 2016.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve an agreement with Rick Engineering Company for pavement condition evaluation services and to update of the City's Pavement Management Plan in the amount of \$41,050 with 10% contingency, (\$4,100);
2. Do not approve the proposed agreement; or
3. Provide direction to staff.

ADVANTAGES:

An updated evaluation of the pavement condition of all City road surfaces and the update to the City's Pavement Management Plan will provide a critical tool to prioritize and guide the City's annual pavement resurfacing work.

**CITY COUNCIL
CONSIDERATION OF AN AWARD OF AGREEMENT TO RICK ENGINEERING
COMPANY FOR PAVEMENT CONDITION EVALUATION AND PAVEMENT
MANAGEMENT SYSTEM UPDATE
MARCH 8, 2016
PAGE 3**

DISADVANTAGES:

Funds allocated to a consultant to conduct the pavement evaluation and to prepare the Pavement Management Plan could be used for other purposes including road resurfacing work, however at this time, there are not sufficient staff resources available to complete this work in-house.

ENVIRONMENTAL REVIEW:

No Environmental review is required to take the proposed action.

PUBLIC NOTIFICATION AND COMMENTS:

The agenda was posted at City Hall on Thursday, March 3, 2016. The agenda and staff report was posted on the City's website on Friday, March 4, 2016. No public comments were received as of the time of preparation of this report.

Attachment:

1. Consultant Ranking

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of March 8, 2016, between **RICK ENGINEERING COMPANY** ("Consultant"), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____, 2016 and shall remain and continue in effect until _____, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

City's Geoff English, Public Works Director shall represent City in all matters pertaining to the administration of this Agreement. Donald Druse, Principal shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's

performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and

all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subContractors or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subContractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to

any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Geoff English, Public Works Director
300 E. Branch Street
Arroyo Grande, CA 93420

To Consultant: Rick Engineering Company
Donald Druse, Principal
711 Tank Farm Road, Suite 110
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into

this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement. Time constraints are selection factors on individual service request. The consultant must start work within two weeks from receipt of a written authorization to proceed unless an alternate timeframe has been agreed upon. The City expects the work to be actively pursued until complete.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the City's Request for Proposal, Exhibit "D", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONSULTANT

By: _____
Jim Hill, Mayor

By: _____

Attest:

Its: _____
(Title)

Kelly Wetmore, City Clerk

Approved As To Form:

Heather Whitham, City Attorney

EXHIBIT A

WORK PROGRAM

PROJECT UNDERSTANDING

RICK is pleased to provide its statement of qualifications to perform pavement condition evaluations of existing roadways, update the Street Saver database, and provide reports and recommendations for the City of Arroyo Grande. Street Saver is a powerful tool that can assist the City in making sound financial maintenance decisions to improve and maintain the overall condition of the City's street network. Even though Street Saver is one of the most thorough and powerful maintenance programs on the market, the reports and recommendations delivered by the software are only as successful as the data collected and managed. The experienced staff at RICK is committed to providing quality evaluations and is skilled at managing the nuances of StreetSaver to assist the City in reaching their infrastructure goals.

We understand the City's roadway system consists of approximately 70 centerline miles of road and approximately 400 existing road segments contained within the City's Street Saver database. The City expects RICK to review current and historical road data, evaluate existing roadways, update the Street Saver database with appropriate re-segmentation and PCI values of street segments, and produce reports and recommendations beneficial to the City for the purposes of short-term and long term infrastructure planning. The City anticipates a quick start, potentially as early as March 1, 2016. We assume the City is interested in obtaining a completed PMS update by June 30, 2016 (close of City's fiscal year) and we have set our schedule to achieve this target date.

WORK APPROACH

1. Project Initiation –

RICK will meet with City staff to obtain historical data records, discuss the project approach and schedule, identify key personnel, and define the project targets anticipated by the City. We understand the City may have various plans for bicycle and pedestrian access, re-striping, downtown development, road realignments, utility improvements, and other infrastructure plans. During the initial meetings, RICK will gain an understanding of current pavement management procedures, historical budgets, the anticipated average PCI value, local political concerns, and community desires. Understanding the City's needs will allow us to provide appropriate recommendations that are affordable; we know city budgets are often constrained.

2. Pavement Management System Updates –

RICK will update the PMS database in the following steps:

- a. Current Database Review – RICK will review the existing Street Saver database, road segments, data entries for historical maintenance and repair projects.
- b. Road Segment Review and Update - RICK personnel will drive all City streets to confirm if the current road segments are appropriate for the current road conditions. For example, if two different pavement types are included within one road segment, that segment will be split into two segments to be analyzed separately. Other split road segments may need to be combined if deemed appropriate. The numbering system of segments may also be updated to accommodate future re-segmenting purposes. There are preferred formatting structures in Street Saver that will save the City time and effort during future updates. If additional segmenting is determined necessary during manual inspections, the field inspectors will have the ability to make such changes while in the field.
- c. Historical M&R Review and Update - The current data contained in Street Saver will be physically checked with the historical data obtained in the project initiation phase, including verification of maintenance and repair history. If the data contained in Street Saver does not match the historical data received from the City, RICK will update the

database. Also, at this time, RICK will update the PCI value increases assigned to various maintenance and repair treatment types through Street Saver to accurately reflect PCI values.

- d. Pavement Condition Evaluations –
 - i. Manual Inspections - After completing the road segmenting updates to the database, RICK will perform field evaluations of the new road segments. The Street Saver program will quantify the number of sample areas for each segment and RICK's field inspectors will record pavement distresses in accordance with the MTC Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements (April 2012). Distress data obtained in the field will be recorded in real time using handheld devices to reduce labor time and overall cost to the city. This method of data entry also minimizes the inherent human error of transferring field notes onto a desktop computer in the office; and allows the field inspectors to resolve any concerns in the field reducing additional travel trips.
 - ii. Semi-Automated Inspections – All PCI values calculated from the manual inspection process will be reviewed by the Principal Project Manager during a windshield survey. The windshield survey will consist of the Principal Project Manager driving every road segment and visually confirming the calculated PCI values are within a 10 +/- PCI value tolerance.
- e. Quality Control Plan – To ensure reasonable accuracy of the pavement condition evaluations, RICK will utilize the following quality control plan.
 - i. 5% of the database road segments will be randomly selected. These randomly selected segments will be inspected a second time by the field inspectors without documentation from the prior pavement condition evaluation. The tolerance shall be 10 +/- PCI values from the original PCI calculations.
 - ii. 90% of the re-evaluated road segments shall be within the tolerance level to be considered successful. The cost for the quality control evaluations will be performed as a cost to the City.
 - iii. If the second evaluation fails to meet the quality control requirements, an additional 5% of randomly selected road segments will be re-evaluated by RICK at no additional cost to the City.
 - iv. If the additional re-evaluations fail to meet the quality control requirements, RICK will re-evaluate 100% of the road segments at no cost to the City.
- f. Data Entry of Distresses – All distress data entry will be inputted in the field during the pavement condition evaluation process as identified in Item 2d-i.
- g. M&R Data Entry – RICK will input maintenance and repair history for each road segment for recent pavement improvement work performed that was not already accounted for in Item 2c "Historical M&R Review and Update" in this proposal.
- h. Pavement Management Revenue Analysis – RICK will assist the City in evaluating the various revenue sources available for pavement maintenance and repair projects. These may include local, state, and federal grant funding sources or other available funds in the City's budget. Such funds may include grant funding for safe routes to schools or CalRecycle programs.
- i. Scenarios– Multiple scenarios may be provided to analyze the appropriate course of action to be taken by the City to achieve the desired average PCI values of the entire road network. The most common and most useful scenarios are the three listed in the RFP. However, versions of the three scenarios may be provided to assist the City in obtaining the best overall approach. Perhaps the City may want to analyze the scenario of unconstrained needs over 7 years, 10 years, or any other length of time. Essentially, the goal will be to provide clear scenarios that can be understood by the City Council, City Manager, City Engineering Staff, and the general public during public meetings. This is not always a simple task, but RICK has sufficient experience in communicating with laypersons and highly experienced individuals. If the City desires more than the scenarios listed in the proposal, RICK will provide them.

- j. Recommendations – Recommendations will be provided for preventative maintenance strategies and funding options. The RFP requests such recommendations be provided if shortfalls exist, however RICK intends to provide such recommendations regardless of shortfalls. Our goal as a consultant will be to assist the City in developing a long-term strategy to achieve the desired average PCI value. We will provide the services necessary to achieve this goal.
- k. DRAFT Updated Database and Budget Options Report – RICK will provide a budget options report outlining the various scenarios evaluated and the associated recommendations. Along with the report, RICK will provide a list of the road segments with applicable data, including individual PCI values, for the City’s review. RICK will also provide a tutorial in the Street Saver software to City staff members who desire the opportunity. During this tutorial we will show the staff how to review the database and print custom reports and scenarios. We will also show how to update unit costs in the decision-tree component of Street Saver. This tutorial will enable the City to self-perform such work in the future to reduce costs to the City.
- l. FINAL Database and Budget Options Report – After the City has had the opportunity to review the draft database and reports, RICK will finalize the database and reports for future use by the City. This final report will include general and detailed information outlining the pavement management approach to obtain the desired average PCI value for the City’s road network and the funding amounts required.
- m. Schedule – A basic high-level schedule is provided in this proposal. RICK will provide the City with a more detailed and comprehensive schedule after project details are determined during the project initiation phase. The June 30, 2016 target date is assumed and is subject to change after the initiation phase.
- n. OTHER – RICK will be available to present findings and recommendations at City meetings (including public meetings) upon written request by a City representative. This item of work was not requested in the RFP scope of work, however, through our experience with PMS update projects we have found this is a common request. For the sake of quantifying the work, we will include two presentations with two personnel attending and a total of four hours for each presentation which includes travel time. Additional presentations will be provided at an agreed upon rate if requested in writing by the City.

CITY INVOLVEMENT

1. RICK anticipates the following involvement from the City for this project –
 - a. Provide all historical pavement maintenance and repair data available
 - b. Identify key components of the City’s road network in the field and on maps
 - c. Identify issues of political concern
 - d. Provide RICK a username and password to access the City’s Street Saver account
 - e. Provide historical unit pricing for pavement maintenance and repair projects in the City
 - f. Provide details and timelines of related project plans that may affect the pavement management system timeline such as a Bicycle Master Plan, Multi-Use Trail Master Plan, Caltrans or County projects, and private development projects resulting in additional city streets or modifications to existing city streets.



FEE ESTIMATE

RFP for Pavement Condition Evaluation
and PMS Update (REVISED 01)

EXHIBIT B

Task	Description	U/M	Est. Qty	Rate	Extended Price
PROJECT INITIATION	Kick-Off Meeting				
	Project Manager	HR	4	\$ 170.00	\$ 680.00
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
	Current Database Review				
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
	Re-Segmenting				
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
	Technician	HR	8	\$ 115.00	\$ 920.00
	Historical M&R Review and Data Entry				
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
	Technician	HR	8	\$ 115.00	\$ 920.00
EVALUATIONS	Manual Inspections				
	Senior Technician	HR	88	\$ 125.00	\$ 11,000.00
	Technician	HR	88	\$ 115.00	\$ 10,120.00
	Semi-Automated Inspections				
	Senior Technician	HR	8	\$ 125.00	\$ 1,000.00
QUALITY CONTROL	5% Re-Evaluation				
	Senior Technician	HR	8	\$ 125.00	\$ 1,000.00
	Technician	HR	8	\$ 115.00	\$ 920.00
REPORTING	Pavement Management Revenue Analysis				
	Project Manager	HR	2	\$ 125.00	\$ 250.00
	Senior Technician	HR	4	\$ 115.00	\$ 460.00
	Scenarios				
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
	Recommendations				
	Project Manager	HR	4	\$ 170.00	\$ 680.00
Senior Technician	HR	4	\$ 125.00	\$ 500.00	
SUBMITTALS	DRAFT Budget Options Report and Database				
	Project Manager	HR	4	\$ 170.00	\$ 680.00
	Senior Technician	HR	32	\$ 125.00	\$ 4,000.00
	FINAL Budget Options Report and Database				
	Project Manager	HR	2	\$ 170.00	\$ 340.00
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
	Schedule				
Project Manager	HR	2	\$ 170.00	\$ 340.00	
OTHER	Project Oversight				
	Principal - * No Charge *	HR	8	\$ 225.00	\$ -
	Project Manager	HR	8	\$ 170.00	\$ 1,360.00
	Reimbursables				
	Reimbursables (Cost + 15%)	LS	1	\$ 1,700.00	\$ 1,700.00
SUB-TOTAL					\$ 39,870.00
EXTRA	Public Presentations				
	Project Manager	HR	4	\$ 170.00	\$ 680.00
	Senior Technician	HR	4	\$ 125.00	\$ 500.00
SUB-TOTAL FOR EXTRAS					\$ 1,180.00

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of

Consultant, subContractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subContractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. The insurer will provide 30 days notice to City of any cancellation of coverage.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractors, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

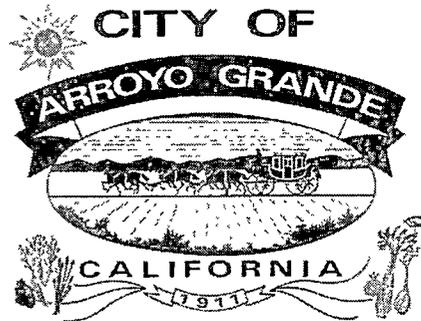
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or

Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



Public Works Department

REQUEST FOR PROPOSALS (RFP)
PAVEMENT CONDITION EVALUATION
AND
PAVMENT MANAGEMENT SYSTEM UPDATE

Deliver to:
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420
Attention: Geoff English
Public Works Director

January 8, 2016

The City of Arroyo Grande (City) is requesting qualifications from qualified firms for an update of its Pavement Management System (PMS). The 2016 PMS update will include a comprehensive survey and inventory of City streets and roadway system (approximately 70 centerline miles) Services requested include inputting all data collected during the survey into the City's PMS program. The City currently uses StreetSaver® as its PMS Program.

All proposals must be received by the City of Arroyo Grande Public Works Department at 300 East Branch Street, Arroyo Grande, CA 93420 by 4 00 P M. on February 4, 2016.

Proposals received after said time will not be considered. To guard against premature opening, each qualifications package must be submitted to the Community Development Department in a sealed envelope plainly marked with the.

Request Title
Request Number
Consultant's Name
Time and Date when Proposals are Due

Proposals must be submitted using the forms provided in the request. Provide three (3) copies of your qualifications package and one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive or compact disk.

Obtaining a Request Package

Download from the City's Web site:

<http://www.arroyogrande.org/Bids.aspx>

Questions

Contact Geoff English at (805) 473-5466 or genglish@arroyogrande.org with any questions regarding this Request for Qualifications.

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SECTION A - DESCRIPTION OF WORK

The City is looking for consultants interested in working to update the City's Pavement Management System (PMS).

Background:

The City of Arroyo Grande is requesting proposals from qualified, interested firms for an update of its Pavement Management System (PMS). The 2016 PMS update will include a comprehensive survey of City streets and roadway system (approximately 70 centerline miles). Services requested include inputting all data collected during the survey into the City's PMS program and performing the work outlined in the Work Scope. The City currently uses StreetSaver® as its PMS Program. A copy of the current Arroyo Grande road segments is attached.

This Request for Proposal (RFP) describes the requested scope of services and information to be included in each proposal. The Consultant should include a summary of the project understanding, approach, proposed scope, schedule with deliverables and budget. Failure to submit information in accordance with the RFP's requirements and procedure may be cause for disqualification.

Work Scope

The purpose of this RFP is to select a consulting firm to provide pavement condition evaluation and management services for the City. The scope of work should include, but is not limited to:

1. Kick-off Meeting with City staff to discuss Project guidelines and standardization of services, deliverable formats, and project administration.
2. Discuss with representatives from the City about the current procedures for pavement maintenance, available resources, historical expenditure levels, and desired service levels. This will help the individuals responsible for the work described in the RFP to gain an understanding of the City's unique needs.
3. The Consultant shall coordinate with City representatives to review historical maintenance information and make sure this information is accurately incorporated into the pavement condition rating.
4. The Consultant shall perform the following tasks associated with the Pavement Management System:
 - a. Review and audit the database inventory of the City's roadway network (e.g., GIS/PMS linkage, functional class, surface type, length, width, and number of lanes).
 - b. Split or combine, or add new sections as necessary.
 - c. Enter Maintenance and Rehabilitation (M&R) History, if available, and establish or update the decision trees within StreetSaver® based on the City's preferred treatment strategies. All existing and desired treatments and unit costs shall be entered.

- d. Perform pavement inspection on the approximately 70 centerline miles of roadway. The Consultant shall be required to display competency and accuracy in performing inspection. All inspectors employed or contracted by the Consultant must be certified by Metropolitan Transportation Commission (MTC) The Certification issued is valid for two (2) years, and shall be renewed upon passing an inspection test. The Consultant's method of inspection used for the project must be consistent with the method used to demonstrate ability to perform PMP distress surveys.
- i. Manual Inspection: The most appropriate method to determine the Pavement Condition Index (PCI) of management sections of roads and streets is to conduct a walking distress survey. The distress definitions and descriptions are included the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements," 3rd Edition, April 2012 and the "Pavement Condition Index Distress Identification Manual for Joint Portland Cement Concrete Pavements," 2nd Edition, October 2002. The densities of distress types and severities present are recorded and used to calculate the PCI for each inspection unit inspected. Those PCI values are then used to calculate the section PCI.
 - ii. Automated Inspection: Other methods of distress survey include windshield survey, automated distress surveys, semi-automated distress surveys, and various hybrid combinations of these (herein are collectively referred to as "automated surveys") shall be considered. Automated surveys shall be performed by the Consultant according to the distress definition and descriptions MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements," 3rd Edition, April 2012 and the "Pavement Condition Index Distress Identification Manual for Joint Portland Cement Concrete Pavements," 2nd Edition, October 2002.

The Consultant shall use their method to complete the automated survey and provide the inspection data in the format of distress type, severity, and quantity within the City's pavement management database. The Consultant may also be subject to further evaluation as per the MTC-published "A User's Guide for Semi-Automated Pavement Distress Data Collection," October 2007.
- e. The Consultant shall implement a Quality Control Plan. This Plan should check that the Consultant uses reasonable quality control and manages the data collection process to effectively provide data that meets the MTC requirements.
- f. The Consultant shall perform data entry of all distresses found during pavement inspection into StreetSaver®. Once completed, the Consultant shall calculate the PCI.

- g. The Consultant shall perform data entry of all recent maintenance and repair work since last update into StreetSaver®. Once completed, The CONSULTANT shall calculate the PCI.
- h. The Consultant shall estimate available revenues for pavements over the next seven years. Past trends should also be determined with an extension of trends over the next seven years.
- i. The Consultant shall run at least three budget and/or target-driven scenarios analyses and show impacts through the use of GIS maps in the StreetSaver® GIS Toolbox. The three include: Unconstrained Needs distributed evenly over five years, estimated future revenues based on historical data (trends), and the "Break Even" point if trends do not provide the status quo
- j. The Consultant shall provide recommendations, if shortfalls exist, for how the City can employ better preventive maintenance strategies or increase funding by proposing a preferred future budget level.
- k. The Consultant shall deliver a draft updated pavement management database, and Budget Options Report (BOR) containing the above information, to the City for their review
- l. Upon completion of the City's review of the draft updated database and BOR, the Consultant shall deliver an updated pavement management database, and Budget Options Report (BOR) containing all required information, to the City.
- m. The Consultant must provide a schedule of activities identifying key milestone dates assuming a notice to proceed has been issued by March 1, 2016.

SECTION B - GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (Consultant) shall meet all of the terms, and conditions of the Request for Proposal (RFP). By virtue of its proposal submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided and accompanied by any other required submittals or supplemental materials. Proposal documents must be enclosed in an envelope that shall be sealed and addressed to the Community Development Department, City of Arroyo Grande, 300 East Branch Street, Arroyo Grande, CA, 93420. Each proposal submittal must include one electronic copy of the proposal, submitted in *Adobe Acrobat* format on CD or flash drive. In order to guard against premature opening, the proposal should be clearly labeled with the request title, request number, name of Consultant, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Submittal of References** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
4. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package
5. **Proposal Withdrawal and Opening.** A Consultant may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the City Engineer for its withdrawal, in which event the proposal will be returned to the Consultant unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Consultant submitting a proposal, or who has quoted prices on materials to such Consultant, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Consultants submitting proposals
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

8. **Alternative Proposals.** When specifically requested, the proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "Special Terms and Conditions" in Section C for proposal evaluation criteria.
10. **Competency and Responsibility of Consultant.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The Consultant to whom award is made (Consultant) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in this request.
12. **Insurance Requirements.** The Consultant shall provide proof of insurance in the form, coverages and amounts specified in this request within ten (10) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Consultant must have a valid City of Arroyo Grande business license and tax certificate before execution of the contract.
14. **Failure to Accept Contract.** The following will occur if the Consultant to whom the award is made (Consultant) fails to enter into the contract: the award will be annulled and an award may be made to the next highest ranked Consultant.

SECTION C - PROPOSAL CONTENT AND SELECTION PROCESS

PROPOSAL CONTENT

1. Submittal Forms

- a Acknowledgement
- b References
- c Statement of Past Disqualifications

2. Qualifications

- a. Experience of your firm in performing specified Pavement Management System (PMS) updates and other specialties that make your firm well-suited in assisting the City.
- b. Experience of the staff to be assigned to this work in performing similar services
- c. Redundancy in the company of staff experienced in this type of work
- d. Resumes of the individuals who would be assigned to this work.
- e. Proximity and staffing levels of the nearest company office
- f. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project
- g. Standard hourly billing rates for consultant and sub-consultant staff
- h. Detailed list of services available directly from your firm.

3. Work Program

- a. Description of your approach to working with City staff to complete the PMS update on schedule.
- b. Services or data anticipated to be provided by the City
- c. Any other information that would assist us in making this contract award decision.

4. Proposal Length and Copies

- a. Proposals should be the minimum length to provide the required information. Charts and other short form approaches to conveying information are encouraged.
- b. 3 copies of the proposal must be submitted.
- c. 1 Adobe Acrobat PDF electronic copy.

5. Proposed Itemized fee

- a. Itemize the cost proposal based on the Scope of Work listed in Section A above.
- b. The City may remove specific task from the Scope of Work due to budgetary limitations.

PROPOSAL EVALUATION AND CONSULTANT SELECTION

Proposals will be evaluated by a review committee and contract award process as follows:

Evaluation of the proposals will be based on the following qualifications

1. Understanding of the work involved in completing the Pavement Management System update.
2. Demonstrated competence, professional qualifications of proposed staff
3. Recent experience in successfully performing similar services
4. Ability to respond quickly to work requests
5. Proposed fee

Proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one or more proposals are rated consistently higher than others, the consultants may be selected as the top ranked consultants for purposes of contract negotiation.

6. Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	January 8, 2016
Receive proposals	February 9, 2016
Award contract.....	February 23, 2016
Authorization to proceed.....	March 1, 2016

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SECTION D - FORM OF AGREEMENT

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement"), is made and effective as of _____ 2016, between _____ ("Consultant"), and the CITY OF ARROYO GRANDE, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____, 2016 and shall remain and continue in effect until _____, 2017 unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional one (1) year periods after the Initial Term upon written agreement by City and Consultant. All terms and conditions of this Agreement shall apply to any additional one (1) year terms

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in the City's Request For Proposals, Exhibit "A" and Consultant's Proposal, Exhibit "B", and attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement

4. **AGREEMENT ADMINISTRATION**

The City Engineer shall represent City in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement

5. **PAYMENT**

The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Consultant's Proposal, Exhibit "B", attached hereto and incorporated herein by this reference. The Consultant must correct any errors or omissions to work at no additional cost to the City.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of City.
- (d) End of the Agreement Initial Term specified in Section 1, unless otherwise extended.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10 **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling,

transferring, and printing computer files. Upon request by City, Consultant shall make available all work papers and reports to any successor auditor in a timely manner

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors or any entity, or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section..

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in "SECTION D-EXHIBIT "C"" of the Request for Qualifications Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless

requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Director of Public Works
300 East Branch Street
Arroyo Grande, CA 93420

To Consultant: _____

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement. Time constraints are selection factors on individual service request. The consultant must start work within two weeks from receipt of a written authorization to proceed unless an alternate timeframe has been agreed upon. The City expects the work to be actively pursued until complete.

22. **CONTENTS OF REQUEST FOR PROPOSALS AND PROPOSAL**

Consultant is bound by the contents of the City's Request for Proposals, Exhibit "A", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant. In the event of conflict, the requirements of City's Request for Qualifications and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONSULTANT

By: _____
Jim Hill, Mayor

By: _____

Attest:

Its: _____
(Title)

Kelly Wetmore, City Clerk

Approved As To Form:

Heather Whitham, City Attorney

EXHIBIT A - CITY'S REQUEST FOR PROPOSALS

EXHIBIT B - CONSULTANT'S PROPOSAL

EXHIBIT C – INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A M Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. The insurer will provide 30 days notice to City of any cancellation of coverage
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION E - PROPOSAL SUBMITTAL FORMS

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined this Request for Qualifications
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
---	-------

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on _____ at _____
_____ under penalty of perjury of the laws of
the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the 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	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	



EXHIBIT E
COVER LETTER

February 4, 2016

Geoff English, Public Works Director
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

RE: PROPOSAL FOR THE CITY OF ARROYO GRANDE PAVEMENT MANAGEMENT SYSTEM UPDATE PROJECT

Mr. English,

Rick Engineering Company is pleased to provide the following proposal to update the City of Arroyo Grande's Pavement Management System pursuant to your Request for Proposal. The proposal includes the proposed scope of work and approach, our proposed staff, and other contractual details. The fee schedule is provided in a document separate from the proposal to comply with the public contract code regarding the qualifications-based selection process.

It is understood the City is seeking a qualified firm to update its current pavement management system using Street Saver. RICK offers a complete approach to achieving the City's objective including pavement evaluations, utilizing Street Saver, updating the current PMS database, and providing a budget report for use by the City in developing a pavement management plan. RICK's personnel have contributed to recent PMS work for local projects within the City of Grover Beach (\$48 Million bond initiative), City of Pismo Beach, and the City of Morro Bay. Our team has also performed PMS services for public agencies throughout the state in addition to the local work. We look forward to assisting you in achieving success on your project. If you have any questions please feel free to contact me at ddruse@rickengineering.com or (805) 544-0707.

We here by acknowledge receipt of Addenda No. 1 and No. 2.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Druse".

Don Druse, PE
Principal

SUBMITTAL FORMS

The references furnished provide a fair assessment to the skillset offered by Rick Engineering Company. RICK personnel have experience providing PMS update services, however, the work performed was not during their tenure at RICK. For this reason, we are providing references who are experienced with our team's recent performance with PMS services as well as related scopes of work.

SECTION E - PROPOSAL SUBMITTAL FORMS

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined this Request for Qualifications
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address: Rick Engineering Company		
711 Tank Farm Road, Suite. 110		
San Luis Obispo, CA 93401		
Contact Name: Don Druse, PE		
Email: ddruse@rickengineering.com	Fax: 805-544-2052	Phone: 805-544-0707

Signature of Authorized Representative: 	Date: January 9, 2015
--	--------------------------

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 23

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the 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	City of Morro Bay
Contact Individual	Mr. Rick Sauerwein
Telephone & Email	(805)772-6266
Street Address	955 Shasta Avenue
City, State, Zip Code	Morro Bay, CA 93422
Date of Services	2014
Contract Amount	\$23,000
Description of Services	
<p>Joe Patterson performed PMS update services to the City including converting the Micro Paver database to Street Saver, performed a semi-automated inspection comparing existing PCIs to current visual assessments, re-segmented the roads, manually inspected approximately 1/3 of the City's road segments, updated the database with new PCI values, entered M&R historical data, updated the decision-tree, and provided the updated database to the City. The City elected to produce the final budget options reports and scenario reports produced through Street Saver.</p>	
Project Outcome	
<p>The projects were delivered on time and within budget.</p>	

**City of Arroyo Grande
RFP for Pavement Management System Update**

Reference No. 2

Customer Name	City of Ojai
Contact Individual	Mr. Greg Grant, PE
Telephone & Email	805-646-5581
Street Address	408 South Signal Street
City, State, Zip Code	Ojai, CA 93023
Date of Services	2015
Contract Amount	\$130,000
Description of Services RICK provided pavement evaluation of pre-selected streets by the City and recommended maintenance and repair options to meet the City's 2015-2016 fiscal year budget. Engineering design and construction management services were provided during the 2015 pavement rehabilitation project.	
Project Outcome The project was delivered on time and within budget.	

**City of Arroyo Grande
RFP for Pavement Management System Update**

Reference No. 3

Customer Name	City of Paso Robles
Contact Individual	Ms. Ditas Esperanza
Telephone & Email	(805) 237-3861
Street Address	1000 Spring Street
City, State, Zip Code	Paso Robles, CA 93446
Date of Services	2014 - Present
Contract Amount	\$170,000
Description of Services RICK provided engineering design and construction management for concrete and utility improvements along Scott Street in coordination with Pavement Engineering Inc. who provided engineering and construction management for road improvements.	
Project Outcome The projects are currently on-going, on schedule, and within budget.	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

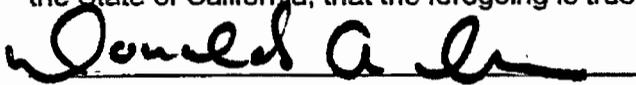
Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on February 4, 2016 at San Luis Obispo, CA under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.



Signature of Authorized Consultant Representative

A. Experience of your firm in performing specified Pavement Management System (PMS) updates and other specialties that make your firm well-suited in assisting the City.

Company Overview

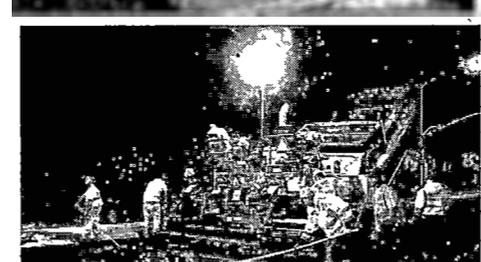
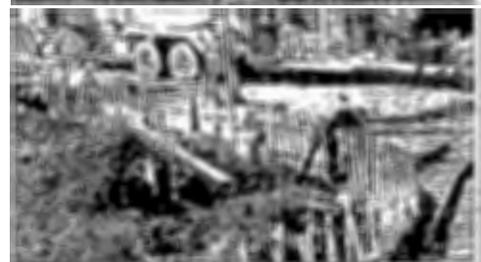
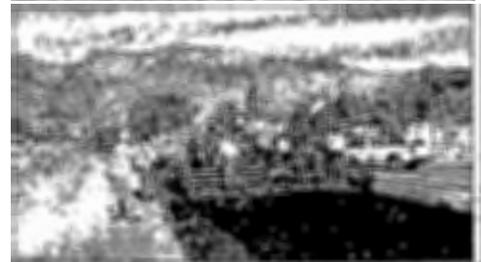
Rick Engineering Company (RICK) is a multi-disciplined planning, design, and engineering corporation. The firm is led by a board of directors consisting of 10 principal members located in both our corporate and branch offices. Since our founding in 1955, we have been committed to enriching the lives of communities throughout the Western United States. We pride ourselves on growing with the times, staying true to our fundamentals, but evolving with technology and sustainable design.

We maintain divisions that focus on construction management services, civil engineering, transportation and traffic engineering, urban design and planning, redevelopment, landscape architecture, surveying, mapping, photogrammetry, water resources, geographic information systems (GIS), specialized computer services, legal support services, and creative services. Our company's broad array of development-related design disciplines allows us to provide comprehensive services that can be managed in-house to assure optimum project quality and efficiency.

Our projects have ranged in size and complexity. As our company has progressed through the years, we have broadened our understanding of the critical issues facing today's construction projects. We have earned a reputation for successfully managing infrastructure construction within challenging conditions. We pride ourselves on providing services that maintain a harmonious balance between our clients' objectives, the requirements of governing agencies, and the needs of those residing, visiting, and working in and around the sites we work.

RICK is a sound and financially stable firm that anticipates producing successful projects for many years to come. We have received numerous awards for our work based on our cost-effective solutions that remain sensitive to the environment and people for whom these projects serve. We have engineered and provided construction management for hundreds of small-, mid-, and large-scale development, redevelopment, and infrastructure projects and expanded our reach throughout California, Arizona, and Colorado.

RICK is committed to providing the full staffing and resources necessary to complete anticipated tasks involved in this project. In the event of a high volume of work or an emergency, each staff member will be able to extend his/her time and effort to meet the unexpected conditions. With more than 230 professionals, we have the staffing capacity of nearly \$30 million dollars of work annually, with the flexibility to react to peak workloads. We have specifically organized our team with the depth of resources to be able to form local team assignments, which will meet scope and schedule requirements for this contract and have a proven track record of responsive, on-time and in-budget projects.



Public Works Experience

RICK's personnel have provided PMS services for various public agencies throughout the state and are qualified to meet the needs listed in the City's RFP. Although Rick Engineering Company does not have a history of performing PMS services, the two key personnel assigned to this project, Joe Patterson and Tom Morgan, have sufficient PMS experience during employment at other firms. The skill set provided by these two individuals, in combination with assistance from the support staff listed in this proposal, will assist the City in achieving its goal to develop a pavement management master plan. Below we have provided a chart highlighting our relevant experience.

With decades of directly related project experience, coupled with our in-house pavement evaluation and design capabilities, we present a unique opportunity for the City of Arroyo Grande. We have provided services for various local public agencies, including the City of Arroyo Grande, City of San Luis Obispo, City of Atascadero, City of Morro Bay, City of Gonzales, City of Grover Beach, City of Lompoc, County of San Luis Obispo, and SLOCOG.

Our projects typically incorporate multiple design components, in addition to infrastructure evaluation, construction management, civil engineering, traffic engineering, landscape architecture, water resources, urban design/planning, and surveying/mapping. This design experience gives us a better understanding of the constructability of infrastructure and the challenges typically experienced during construction. We encourage the City to contact the noted references for additional input regarding our qualifications and experience.

PROJECT	HISTORICAL REVIEW	PMC DATABASE AUDIT	DATABASE CONVERSION	ROAD SEGMENT REASSIGNMENT	M&R INPUT	MANUAL INSPECTION	SEMI-AUTOMATED INSPECTION	QUALITY CONTROL	PCI CALCULATIONS	BUDGET SCENARIOS	PAVEMENT M&R STRATEGIES
City of Morro Bay	•	•	•	•	•	•	•	•	•		•
City of Grover Beach				•	•	•		•	•	•	•
City of San Ramon						•	•	•	•		
City of Cupertino						•	•				
City of Santa Clara	•			•	•	•	•	•	•	•	•
City of Oxnard			•	•				•	•	•	•
City of Pismo Beach						•	•				
City of Windsor						•	•		•		
City of Walnut Creek						•	•				

B. Experience of Staff Assigned to Perform Similar Services

Key Staff Overview

RICK has assembled a construction management team with related experience in each aspect of the project.

RICK will provide the City of Arroyo Grande with a Principal-in-Charge and Project Manager to manage Pavement Management System Update project. All work by RICK will be performed by personnel from the San Luis Obispo office. RICK makes every effort to ensure that all key personnel assigned to a project remain with that project through completion. We provide our commitment that no key personnel assigned to your project will be removed to work on another project. In the event a key staff member leaves the firm, we have a well-tested protocol in place to ensure there is no disruption on the project.



Donald A. Druse, PE

Don is a Principal of RICK and manages its San Luis Obispo office. He will serve as the Principal-in-Charge for the project and will oversee contract execution and staff performance. Mr. Druse will also provide quality control and quality assurance review for the services and procedures performed by the design team. Mr. Druse sits on RICK's Quality Control Manual committee which provides on-going review, maintenance and updates to RICK's in-house Quality Control Manual. This manual was prepared by the Principals of RICK. Mr. Druse has 30 years of experience related to the design and construction of public works and land development projects.



Joseph E. Patterson, PE

Joe will serve as the Project Manager and Point-of-Contact for this project. Mr. Patterson is a licensed professional civil engineer. His practical experience in construction management and pavement design maximize his effectiveness in various areas of civil construction. He has managed the construction and design of more than \$30 million of projects involving public infrastructure, coastal improvements, and heavy civil construction. His career experience as a contractor, engineer, and a client's representative provides him with a broad perspective to tackle many types of projects while meeting the demands of each project stakeholder. Mr. Patterson has worked in the San Luis Obispo area for nine years in both heavy civil construction and civil engineering consulting for public and private clients.



Tom Morgan

Tom will serve as the Senior PMS Technician. Tom has considerable experience with Street Saver and pavement evaluations. He has been trained by the Metropolitan Transportation Committee (MTC) staff and communicates with their IT department regularly to maximize the effectiveness of the software. Recently, the City of Grover Beach updated their PMS database for their \$48 Million bond initiative and Tom worked extensively on that project assisting the city every step of the way. Tom has also updated PMS databases for the City of Oxnard and Santa Clarita in addition to providing pavement evaluations for many other projects.

C. Redundancy in Company of Staff Experienced in This Type of Work

RICK has sufficient staff to be available to the City for any Pavement Management System Update needs.

Organization Chart

Our organization chart, shown below, reflects the proposed staff members who will provide the services necessary for this project. All of the proposed staff below are fully committed to the needs of this project. None of these individuals will be removed or replaced from the project without written approval. Additional information on each team member is provided in resumes section of this proposal.



D. Resumes of Assigned Staff, Including Any Subconsultants

Key Staff Resumes

The project team we have included for this proposal has been performing similar services for many public agency contracts including infrastructure evaluation and design. The following resumes provide detailed experience of each individual proposed for our team. The provided information includes licenses, technical experience, and similar project experience.

DONALD A. DRUSE, PE



Donald Druse is a Principal of the San Luis Obispo office of RICK. He manages a staff of designers, engineers and land surveyors whose responsibilities include the preparation of preliminary studies, surveys, master infrastructure plans, development estimates, as well as construction plans, and specifications. Don began his career at RICK in 1985 and manages a variety of public works projects that include transportation and roadway engineering components. Don has 30 years of experience in designing and managing projects that included street, roadway, drainage and grading design and cost estimating. These improvement projects included preliminary design and estimating as well as PS&ES. A few of Don's representative projects include:

PUBLIC WORKS PROJECTS:

- Scott Street Improvement, Paso Robles, CA
- Ojai Summer 2015 Streets Paving Project, Ojai, CA
- West Grand Avenue Streetscape PHASE I, Grover Beach, CA
- West Grand Avenue Streetscape PHASE II, Grover Beach, CA
- West Grand Avenue Streetscape PHASE III, Grover Beach, CA
- North Main Street Bike Lane, Morro Bay, CA
- Morro Creek Multi-Use Trail and Bridge Project, Morro Bay, CA
- Arroyo Grande Street Resurfacing Inspection, Arroyo Grande, CA
- Morro Bay Pavement Management Project, Morro Bay, CA
- Grover Beach Train Station Expansion, Grover Beach, CA
- Los Osos Waste Water Collection Project, Los Osos, SLO County, CA
- Mid Town Site Restoration Project, Los Osos, County of SLO, CA
- Moonstone Beach Bridge Utility Replacement, Cambria, CA
- Charolais Corridor Trail & Restoration Project, Paso Robles, CA
- Downtown Streetscape Phase III, Atascadero, CA
- West Grand Avenue Streetscape, Grover Beach, CA
- FEMA National Flood Insurance Program Project Assistance, Paso Robles, CA
- Newhall Metrolink Expansion & Community Park, Santa Clarita, CA
- Atascadero Downtown "Road Diet" Traffic Study, Atascadero, CA
- Downtown Streetscape, Phases IIA & IIB, Atascadero, CA
- Goleta Highway 101 Over crossing PSR, Goleta, CA
- Los Osos Valley Road Corridor Study, Los Osos, CA
- 16th Street Pedestrian/Railroad Crossing, San Miguel, CA
- Scott Street Widening & Street Parking Project, Paso Robles, CA
- South Broad Street, Traffic Study & Calming Analysis, San Luis Obispo, CA
- South River Road Multi-Purpose Trail, Paso Robles, CA
- Traffic Services & Peer Review, City of Lompoc, CA
- Turtle Creek Pathway & Stormwater Project, Paso Robles, CA
- San Miguel Public Facilities Plan, San Miguel, CA
- Allan Hancock College, Public Safety Complex, Lompoc, CA

PROJECT ASSIGNMENT
Principal-in-Charge/ QA/QC

YEARS OF EXPERIENCE
30

EDUCATION
BS in Civil Engineering
California State University,
Chico

REGISTRATION
Registered Civil Engineer
California, # 44519

PROFESSIONAL AFFILIATIONS
American Council of Engineering
Companies (ACEC) – President

American Society of Civil
Engineers (ASCE)

Home Builders Association of
The Central Coast (HBACC)

American Public Works
Association (APWA)

National Complete Streets
Coalition, Bronze Member

JOE PATTERSON, PE



Joe Patterson is a Principal Project Manager at the San Luis Obispo office of RICK and provides practical experience in construction and design to maximize effectiveness in various areas of civil construction. His career experience as a contractor, engineer, and client's representative gives him a strong understanding of construction projects from conceptual planning, detailed design, and execution of work. Joe has worked in the San Luis Obispo area for ten years in both heavy civil construction and civil engineering consulting for public and private clients. A few of Mr. Patterson's related projects are shown below:

PUBLIC WORKS PROJECTS:

- Scott Street Improvement, Paso Robles, CA
- Ojai Summer 2015 Streets Paving Project, Ojai, CA
- Street Improvements and Resurfacing Project, Cupertino, CA
- Boat Ramp Replacement Project, Cachuma Lake, CA
- Lewis Ave Bridge, Atascadero, CA
- Pismo Promenade Boardwalk Construction, Pismo Beach, CA
- Morro Creek Multi-Use Trail and Bridge Project, Morro Bay, CA
- Arroyo Grande Citywide Street Improvements, Arroyo Grande, CA
- Morro Bay Pavement Management Project, Morro Bay, CA
- Arroyo Grande Citywide Street Resurfacing, Arroyo Grande, CA
- Best Western Monterey Beach Hotel Seawall Reconstruction, Monterey, CA
- Boat Ramp Reconstruction & Improvements Project, Dana Point Harbor, CA
- Citywide Street Resurfacing Project, Morro Bay, CA
- Gap Closure & Safe Pedestrian Route, Morro Bay, CA
- Harbor Piles and Dock Renovation, Moss Landing, CA
- Kings Ave Reconstruction, Morro Bay, CA
- Pavement Rehabilitation Projects, Morro Bay, CA
- Pichachio Road Bridge, San Luis Obispo County, CA
- Lupine Canyon Road Rock Slope Protection Project, Lupine Canyon Road, Avila Beach, CA
- Scott Road Reconstruction, County of Sacramento, CA
- Street Seal Program, Morro Bay, CA
- Arroyo Grande Citywide Street Improvements, Arroyo Grande, CA
- Cavalleri Road Reconstruction, Malibu, CA
- Citywide Street Resurfacing Project, Morro Bay, CA
- Del Mar Park Parking Lot Design, Morro Bay, CA
- Kings Ave Reconstruction, Morro Bay, CA
- Longview Street Repairs, Pismo Beach, CA
- Oxnard School District Pavement Improvement Projects, Oxnard, CA
- Pavement Rehabilitation Projects, Morro Bay, CA
- Pleasant Valley School District Site Improvements, Camarillo, CA
- Pleasant Valley School District Water Main Assessment, Camarillo, CA
- San Luis Bay Estates, Lupine Road Improvements, Avila Beach, CA
- South Bay Blvd Reconstruction, Morro Bay, CA
- Street Seal Program, Morro Bay, CA

PROJECT ASSIGNMENT
Construction Manager/
Point-of-Contact

YEARS OF EXPERIENCE
10

EDUCATION
BS in Civil Engineering
Cal Poly SLO

REGISTRATION
Registered Civil Engineer
California, #81276

PROFESSIONAL AFFILIATIONS
American Society of Civil
Engineers (ASCE) – Member

California Asphalt Pavement
Association (CalAPA) - Member

COMMUNITY INVOLVEMENT
Santa Margarita Area Advisory
Council – Chairman

Pavement Management System Update Supporting Team

Our team is comprised of a Senior Technician and Technicians. This team will assist the Project Manager in properly managing the Pavement Management System Update project to successful completion.



TOM MORGAN — Senior Technician

Tom will serve as the Senior PMS Technician. Tom has considerable experience with Street Saver and pavement evaluations. He has been trained by the Metropolitan Transportation Committee (MTC) staff and communicates with their IT department regularly to maximize the effectiveness of the software. Recently, the City of Grover Beach updated their PMS database for their \$48 Million bond initiative and Tom worked extensively on that project assisting the city every step of the way. Tom has also updated PMS databases for the City of Oxnard and Santa Clarita in addition to providing pavement evaluations for many other projects.

Tom Morgan has completed multiple training sessions with MTC and Micropaver. He worked extensively with Grover Beach staff members helping them develop a strategy for their \$48 million bond initiative. He helped Oxnard convert from Micropaver to StreetSaver which required extensive re-segmenting. He also completed the annual pavement evaluation for Santa Clarita.

As the Senior Technician for this project, Tom will rely on his experience with street sewer and managing field evaluation crews to provide a cost effective approach for this project.



TYLER KASUNICH — Technician

Tyler has performed pre-design field evaluations and construction inspection services for 29 years. He understands pavement evaluation procedures and maintaining project documentation in the field. His attention to details and ability to remain focused on repetitive work makes him suited for this project.



KEVIN SAN — Technician

Kevin enjoys spending time both in the office and in the field. He has performed pre-design field evaluations and has designed pavement improvement projects. He will support Tom Morgan in the field or with data entry as needed.



SEYLA ROS — Technician

Seyla is the chairperson for the local ASCE Younger Members Forum that recently provided a SLO County Infrastructure report card to the local public agencies and community. She was specifically involved with the Roads and Pavement Management System evaluation for the report card and has experience with pavement management databases. Seyla will assist with data entry and analysis of the collected field data.



BRENT CLAVIN — Technician

Brent has worked as a project engineer on Caltrans transportation projects in the field. He will assist Tom as needed with pavement evaluations and data entry within Street Saver.

E. Proximity & Staffing Levels of Nearest Company Office

Office Proximity & Staffing Levels

The services under this agreement will be performed out of RICK's San Luis Obispo office. The office is located at 711 Tank Farm Road, Suite 110, San Luis Obispo, CA 93401, 12 miles from the City of Arroyo Grande. This proximity will allow our team to effectively respond to project and City needs.

F. Statement & Explanation of Any Removals From a Project or Disqualifications from Proposing

Our Performance

With more than 60 years of experience, RICK is a very sound and financially stable firm that anticipates producing award winning and successful projects for many years to come. We have not been removed from a project or disqualified from proposing on a project at any point in our company's history.

G. Standard Hourly Billing Rates for RICK Staff

Hourly Rates

Our company's hourly rates have been provided in a separate, sealed envelope.

H. Detailed List of Services Available Directly From RICK

Our Services

The list of services provided directly from RICK are as follows: Public Infrastructure Evaluation, Construction Management, Surveying & Mapping, Civil Engineering, Transportation & Traffic Engineering, Landscape Architecture, Urban Design & Planning, GIS Services, Storm Water & Environmental Services, Water Resources, 3D Laser Scanning, Redevelopment, Construction Management, and Forensic Services.

PROJECT UNDERSTANDING

RICK is pleased to provide its statement of qualifications to perform pavement condition evaluations of existing roadways, update the Street Saver database, and provide reports and recommendations for the City of Arroyo Grande. Street Saver is a powerful tool that can assist the City in making sound financial maintenance decisions to improve and maintain the overall condition of the City's street network. Even though Street Saver is one of the most thorough and powerful maintenance programs on the market, the reports and recommendations delivered by the software are only as successful as the data collected and managed. The experienced staff at RICK is committed to providing quality evaluations and is skilled at managing the nuances of StreetSaver to assist the City in reaching their infrastructure goals.

We understand the City's roadway system consists of approximately 70 centerline miles of road and approximately 400 existing road segments contained within the City's Street Saver database. The City expects RICK to review current and historical road data, evaluate existing roadways, update the Street Saver database with appropriate re-segmentation and PCI values of street segments, and produce reports and recommendations beneficial to the City for the purposes of short-term and long term infrastructure planning. The City anticipates a quick start, potentially as early as March 1, 2016. We assume the City is interested in obtaining a completed PMS update by June 30, 2016 (close of City's fiscal year) and we have set our schedule to achieve this target date.

WORK APPROACH

1. Project Initiation –

RICK will meet with City staff to obtain historical data records, discuss the project approach and schedule, identify key personnel, and define the project targets anticipated by the City. We understand the City may have various plans for bicycle and pedestrian access, re-striping, downtown development, road realignments, utility improvements, and other infrastructure plans. During the initial meetings, RICK will gain an understanding of current pavement management procedures, historical budgets, the anticipated average PCI value, local political concerns, and community desires. Understanding the City's needs will allow us to provide appropriate recommendations that are affordable; we know city budgets are often constrained.

2. Pavement Management System Updates –

RICK will update the PMS database in the following steps:

- a. Current Database Review – RICK will review the existing Street Saver database, road segments, data entries for historical maintenance and repair projects.
- b. Road Segment Review and Update - RICK personnel will drive all City streets to confirm if the current road segments are appropriate for the current road conditions. For example, if two different pavement types are included within one road segment, that segment will be split into two segments to be analyzed separately. Other split road segments may need to be combined if deemed appropriate. The numbering system of segments may also be updated to accommodate future re-segmenting purposes. There are preferred formatting structures in Street Saver that will save the City time and effort during future updates. If additional segmenting is determined necessary during manual inspections, the field inspectors will have the ability to make such changes while in the field.
- c. Historical M&R Review and Update - The current data contained in Street Saver will be physically checked with the historical data obtained in the project initiation phase, including verification of maintenance and repair history. If the data contained in Street Saver does not match the historical data received from the City, RICK will update the

database. Also, at this time, RICK will update the PCI value increases assigned to various maintenance and repair treatment types through Street Saver to accurately reflect PCI values.

d. Pavement Condition Evaluations –

- i. Manual Inspections - After completing the road segmenting updates to the database, RICK will perform field evaluations of the new road segments. The Street Saver program will quantify the number of sample areas for each segment and RICK's field inspectors will record pavement distresses in accordance with the MTC Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements (April 2012). Distress data obtained in the field will be recorded in real time using handheld devices to reduce labor time and overall cost to the city. This method of data entry also minimizes the inherent human error of transferring field notes onto a desktop computer in the office; and allows the field inspectors to resolve any concerns in the field reducing additional travel trips.
- ii. Semi-Automated Inspections – All PCI values calculated from the manual inspection process will be reviewed by the Principal Project Manager during a windshield survey. The windshield survey will consist of the Principal Project Manager driving every road segment and visually confirming the calculated PCI values are within a 10 +/- PCI value tolerance.

e. Quality Control Plan – To ensure reasonable accuracy of the pavement condition evaluations, RICK will utilize the following quality control plan.

- i. 5% of the database road segments will be randomly selected. These randomly selected segments will be inspected a second time by the field inspectors without documentation from the prior pavement condition evaluation. The tolerance shall be 10 +/- PCI values from the original PCI calculations.
- ii. 90% of the re-evaluated road segments shall be within the tolerance level to be considered successful. The cost for the quality control evaluations will be performed as a cost to the City.
- iii. If the second evaluation fails to meet the quality control requirements, an additional 5% of randomly selected road segments will be re-evaluated by RICK at no additional cost to the City.
- iv. If the additional re-evaluations fail to meet the quality control requirements, RICK will re-evaluate 100% of the road segments at no cost to the City.

f. Data Entry of Distresses – All distress data entry will be inputted in the field during the pavement condition evaluation process as identified in Item 2d-i.

g. M&R Data Entry – RICK will input maintenance and repair history for each road segment for recent pavement improvement work performed that was not already accounted for in Item 2c “Historical M&R Review and Update” in this proposal.

h. Pavement Management Revenue Analysis – RICK will assist the City in evaluating the various revenue sources available for pavement maintenance and repair projects. These may include local, state, and federal grant funding sources or other available funds in the City's budget. Such funds may include grant funding for safe routes to schools or CalRecycle programs.

i. Scenarios– Multiple scenarios may be provided to analyze the appropriate course of action to be taken by the City to achieve the desired average PCI values of the entire road network. The most common and most useful scenarios are the three listed in the RFP. However, versions of the three scenarios may be provided to assist the City in obtaining the best overall approach. Perhaps the City may want to analyze the scenario of unconstrained needs over 7 years, 10 years, or any other length of time. Essentially, the goal will be to provide clear scenarios that can be understood by the City Council, City Manager, City Engineering Staff, and the general public during public meetings. This is not always a simple task, but RICK has sufficient experience in communicating with laypersons and highly experienced individuals. If the City desires more than the scenarios listed in the proposal, RICK will provide them.

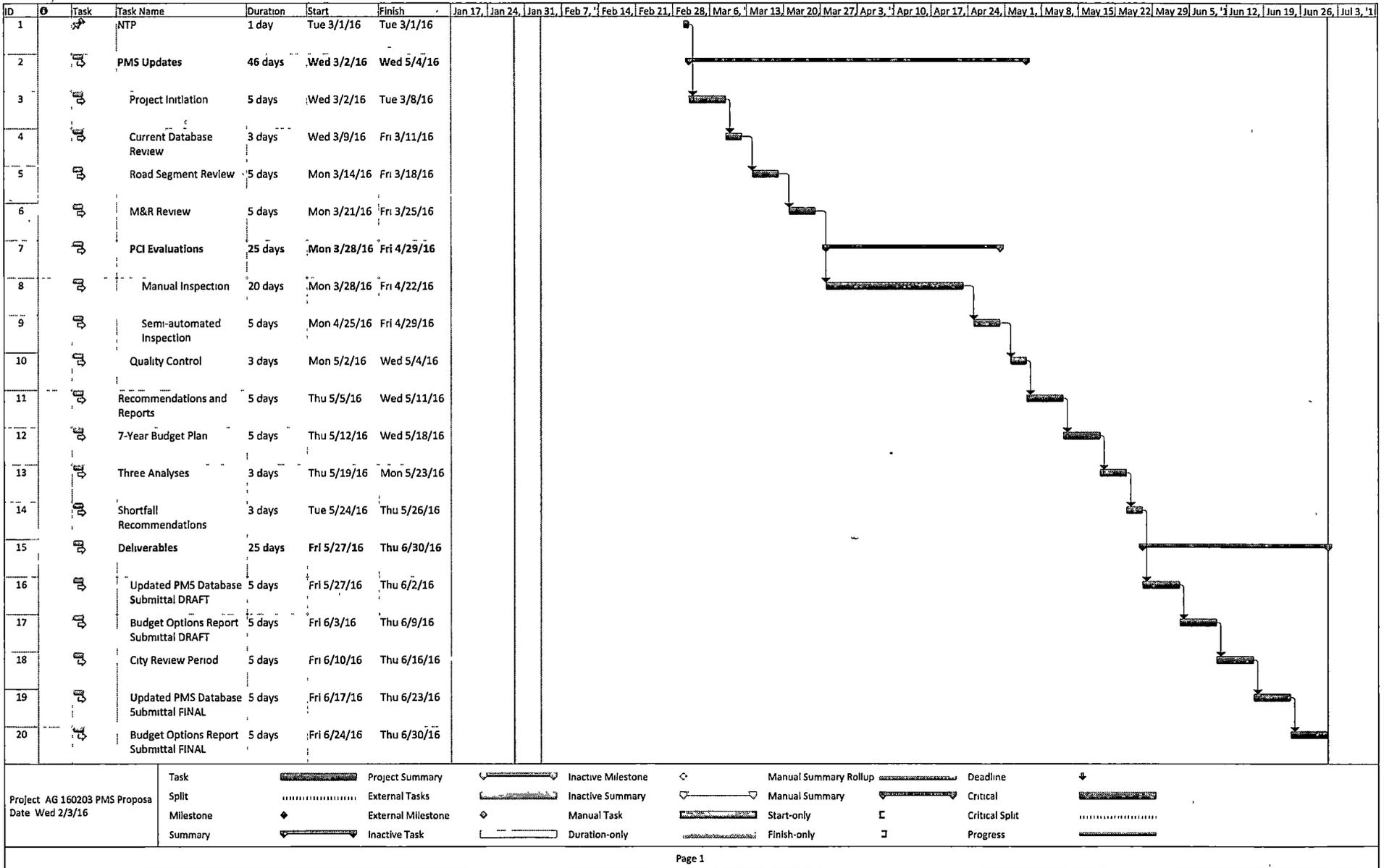
- j. Recommendations – Recommendations will be provided for preventative maintenance strategies and funding options. The RFP requests such recommendations be provided if shortfalls exist, however RICK intends to provide such recommendations regardless of shortfalls. Our goal as a consultant will be to assist the City in developing a long-term strategy to achieve the desired average PCI value. We will provide the services necessary to achieve this goal.
- k. DRAFT Updated Database and Budget Options Report – RICK will provide a budget options report outlining the various scenarios evaluated and the associated recommendations. Along with the report, RICK will provide a list of the road segments with applicable data, including individual PCI values, for the City’s review. RICK will also provide a tutorial in the Street Saver software to City staff members who desire the opportunity. During this tutorial we will show the staff how to review the database and print custom reports and scenarios. We will also show how to update unit costs in the decision-tree component of Street Saver. This tutorial will enable the City to self-perform such work in the future to reduce costs to the City.
- l. FINAL Database and Budget Options Report – After the City has had the opportunity to review the draft database and reports, RICK will finalize the database and reports for future use by the City. This final report will include general and detailed information outlining the pavement management approach to obtain the desired average PCI value for the City’s road network and the funding amounts required.
- m. Schedule – A basic high-level schedule is provided in this proposal. RICK will provide the City with a more detailed and comprehensive schedule after project details are determined during the project initiation phase. The June 30, 2016 target date is assumed and is subject to change after the initiation phase.
- n. OTHER – RICK will be available to present findings and recommendations at City meetings (including public meetings) upon written request by a City representative. This item of work was not requested in the RFP scope of work, however, through our experience with PMS update projects we have found this is a common request. For the sake of quantifying the work, we will include two presentations with two personnel attending and a total of four hours for each presentation which includes travel time. Additional presentations will be provided at an agreed upon rate if requested in writing by the City.

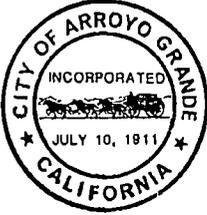
CITY INVOLVEMENT

1. RICK anticipates the following involvement from the City for this project –
 - a. Provide all historical pavement maintenance and repair data available
 - b. Identify key components of the City’s road network in the field and on maps
 - c. Identify issues of political concern
 - d. Provide RICK a username and password to access the City’s Street Saver account
 - e. Provide historical unit pricing for pavement maintenance and repair projects in the City
 - f. Provide details and timelines of related project plans that may affect the pavement management system timeline such as a Bicycle Master Plan, Multi-Use Trail Master Plan, Caltrans or County projects, and private development projects resulting in additional city streets or modifications to existing city streets.



PMS UPDATE HIGH LEVEL SCHEDULE





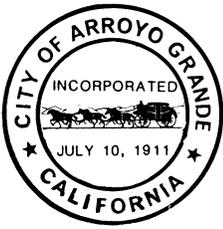
**REQUEST FOR PROPOSAL LOG SHEET
CITY OF ARROYO GRANDE**

RFP DEADLINE: Thursday, February 4, 2016, 4:00 p.m.

PROJECT: Pavement Condition Evaluation and Pavement Management System Update

<u>SUBMITTED BY:</u>	<u>RANKING:</u>
Rick Engineering Company	1
Pavement Engineering, Inc.	2
Infrastructure Management Services, Inc.	3
The Barnhardt Group	4

c: Director of Public Works



MEMORANDUM

TO: CITY COUNCIL

FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS

BY: SHANE TAYLOR, PUBLIC WORKS SUPERVISOR – UTILITIES

SUBJECT: CONSIDERATION OF A THIRD AMENDMENT TO CONTRACT WITH WATERBOYS PLUMBING, INC. FOR THE PLUMBING RETROFIT PROGRAM

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council

1. Approve a Third Amendment to the contract with Waterboys Plumbing, Inc. in the amount of \$74,335;
2. Authorize the Mayor to execute the Third Amendment to the Contract.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

A total of \$78,550 is allocated in the FY 2015/16 Budget in Water Neutralization Contractual Services (Account 226-4306-5303), which includes funds for the continuation of the Plumbing Retrofit Program. An additional \$52,050 will be included in the FY 2016/17 budget to cover the costs of the contract. The program will continue to be administered by the Public Works Department. Approximately 200 hours per year are required to continue the program.

BACKGROUND:

The City Council adopted a Water Conservation Program on May 13, 2003. Phase I of the program began in April of 2004 and was focused on retrofitting existing residential plumbing with low flow fixtures. Over the last 11-1/2 years, a total of 2,030 single family homes, 547 apartment units, 236 mobile homes, 243 motel units, 9 church facilities, and 153 commercial establishments have been retrofitted under the program. A total of 5,054 toilets, 4,132 faucet aerators, 1,858 showerheads, and 416 pressure regulators were installed. The total cost to date for Phase I is \$1,319,454.

In 2005, the City adopted the Mandatory Retrofit Upon Change of Ownership of Real Property Ordinance. A total of 1,173 properties have been issued Water Conservation Certificates indicating that these residences comply with the Ordinance. An estimated 177-acre feet of water per year has been conserved due to the retrofit program.

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CONSIDERATION OF A THIRD AMENDMENT TO THE CONTRACT WITH WATERBOYS
PLUMBING, INC. FOR THE PLUMBING RETROFIT PROGRAM
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On February 26, 2014, Waterboys Plumbing, Inc. was awarded a one year contract, which included options for two, one year extensions. This Third Amendment could exercise the second one year extension. Waterboys Plumbing, Inc. has performed to a satisfactory level and the City has received many favorable comments regarding the quality of workmanship and level of service.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- 1) Approve a Third Amendment to the contract with Waterboys Plumbing, Inc.;
- 2) Do not approve the Third Amendment to the contract; or
- 3) Provide direction to staff.

ANALYSIS OF ISSUES:

In 2004, the program targeted 4,357 single family homes and 44 apartment complexes. After 11-1/2 years, 48% of the homes and 91% of the apartment complexes in the City have been retrofitted. In addition, the program was expanded to include mobile homes and commercial properties. A total of 97% of last year's contract amount was expended. Retrofitting indoor plumbing has proven to be a very reliable and consistent water conservation measure. The per capita consumption for 2015 was 117 gallons per day per person compared to 144 gallons per day per person in 2014. Phase II programs have also helped conserve water with washing machine rebates, cash for grass, and large landscape audits.

ADVANTAGES:

Every property retrofitted conserves approximately 10,000 – 12,000 gallons of water per year. Qualified property owners may still take advantage of the program and receive free retrofitting to comply with the Mandatory Retrofit Upon Change of Ownership of Real Property Ordinance.

DISADVANTAGES:

No disadvantages are seen.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted in front of City Hall on Thursday, March 3, 2016. The Agenda and staff report were posted on the City's website on Friday, March 4, 2016.

Attachments:

1. Letter from Waterboys Plumbing, Inc.

**THIRD AMENDMENT TO CONTRACT FOR
CITY OF ARROYO GRANDE PLUMBING RETROFIT PROGRAM**

This **THIRD AMENDMENT TO CONTRACT** ("Third Amendment") is made and entered into this 8th day of March, 2016, by and between the **CITY OF ARROYO GRANDE**, a California Municipal Corporation ("City") and **WATERBOYS PLUMBING INC.**, a California Corporation ("Contractor"). The City and Contractor are sometimes referred to herein as the "Parties".

WHEREAS, on February 26, 2014, the City and Contractor entered into a Contract for the City of Arroyo Grande's Plumbing Retrofit Program ("Contract") wherein Contractor agreed to provide City with plumbing services subject to the terms and conditions set forth in the Contract. A true and correct copy of the Contract is on file with the Public Works Department; and

WHEREAS, the Contract includes two (2) one (1) year options to extend; and

WHEREAS, on February 24, 2015, the City Council approved a First Amendment which extended the Contract for the first of two (2) one (1) year options; and

WHEREAS, on September 22, 2015, a Second Amendment was approved between the Parties adding additional monies to cover costs incurred by the program;

WHEREAS, the Parties now desire to extend the Contract for the second of the two (2) one (1) year options.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Article 1 of the Contract shall be amended in its entirety as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees with City to furnish all materials, equipment and labor and construct facilities for City, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached, and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by City, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

CONTRACT SCHEDULE OF COSTS

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	200	EA	1.28 gpm Flush Toilet – 12" Rough	\$235.00	\$47,000.00
2	50	EA	1.28 gpm Flush Toilet – 10" Rough	\$290.00	\$14,500.00
3	250	EA	Toilet Seat and Cover	\$15.00	\$3,750.00
4	200	EA	2.2 gpm Faucet Aerator	\$5.00	\$1,000.00
5	50	EA	2.5 gpm Shower Head	\$13.00	\$650.00
6	125	EA	Water Pressure Determination	\$10.00	\$1,250.00
7	10	EA	Adjust Existing Water Pressure Regulating Valve	\$5.00	\$50.00
8	15	EA	Replace Existing 3/4" Water Pressure Regulating Valve	\$1.00	\$15.00
9	10	EA	Replace Existing 1" Water Pressure Regulating Valve	\$2.00	\$20.00
10	20	EA	Install New 3/4" Water Pressure Regulating Valve	\$140.00	\$2,800.00
11	20	EA	Install New 1" Water Pressure Regulating Valve	\$165.00	\$3,300.00
TOTAL CONTRACT PRICE					\$74,335.00

3. The Parties agree to amend the Contract amount to \$74,335.00. The term of the second Contract Time Extension shall expire on February 23, 2017.
4. Except as modified herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been duly executed as of the date first set forth above.

CITY OF ARROYO GRANDE

WATERBOYS PLUMBING, INC.

Jim Hill, Mayor

Thomas Potter, Owner

ATTEST:

Kelly Wetmore, City Clerk

APPROVED AS TO FORM:

Heather Whitham, City Attorney

WATERBOYS PLUMBING, INC.

416 Bedloe Lane
Arroyo Grande, Ca. 93420
Phone: 805 481 9583 Fax: 805 474 6891
Ca. Lic. #. 928834

ATTACHMENT 1

February 24, 2016

TO: City of Arroyo Grande

FROM: Thomas Potter
Waterboys Plumbing, Inc.

RE: CITY OF ARROYO GRANDE TOILET RETROFIT PROGRAM

Waterboys Plumbing would like to request an extension to our contract which is due to expire at the end of February. It is important to note we are asking for a change in price of only the regulators as the actual cost for the regulator is nearly as much as the price we have been receiving.

We have experience with the program and after doing it for so long we have good knowledge of what locations are left to be done. The program runs smoothly and we have built up a good working relationship with the City management and administrators.

There are still a number of properties out there to be retrofitted and if given the extension we will continue to provide quality work and service to the residents of Arroyo Grande, and do our best to help locate places still not retrofitted.

We are committed to trying to do as much retrofit work as possible to help with the water shortage/drought conditions. Our knowledge in this field is extensive after years of working with the different cities in the State.

Thank you for your consideration.



Tommy Potter
Waterboys Plumbing, Inc.

**CITY OF ARROYO GRANDE
PLUMBING RETROFIT PROGRAM**

BID SCHEDULE

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	200	EA	1.6 gpm Flush Toilet (12" Rough)	\$ 235 ⁰⁰	\$ 47000 ⁰⁰
2	50	EA	1.6 gpm Flush Toilet (10" Rough)	\$ 290 ⁰⁰	\$ 14500 ⁰⁰
3	250	EA	Toilet Seat and Cover	\$ 15 ⁰⁰	\$ 3750 ⁰⁰
4	200	EA	2.2 gpm Faucet Aerator	\$ 5 ⁰⁰	\$ 1000 ⁰⁰
5	50	EA	2.5 gpm Shower Head	\$ 13 ⁰⁰	\$ 650 ⁰⁰
6	125	EA	Water Pressure Determination (Single Family Homes)	\$ 10 ⁰⁰	\$ 1250 ⁰⁰
7	10	EA	Adjust Existing Water Pressure Regulating Valve	\$ 5 ⁰⁰	\$ 50 ⁰⁰
8	15	EA	Replace Existing 3/4" Water Pressure Regulating Valve	\$ 1 ⁰⁰	\$ 15 ⁰⁰
9	10	EA	Replace Existing 1" Water Pressure Regulating Valve	\$ 2 ⁰⁰	\$ 20 ⁰⁰
10	20	EA	Install New 3/4" Water Pressure Regulating Valve	\$ 140 ⁰⁰	\$ 2800 ⁰⁰
11	20	EA	Install New 1" Water Pressure Regulating Valve	\$ 165 ⁰⁰	\$ 3300 ⁰⁰
TOTAL BID PRICE					\$ 74335⁰⁰

TOTAL BID IN WORDS SEVENTY FOUR THOUSAND, THREE HUNDRED + THIRTY FIVE DOLLARS

BY: T. P. A.
SIGNATURE

DATE 2/24/16

TITLE: PRESIDENT

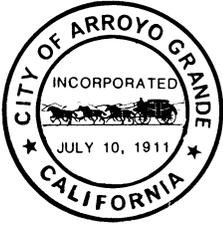
CONTRACTORS BUSINESS NAME: WATERBOYS PLUMBING INC

CONTRACTORS LICENSE NO.: 928834

LICENSE EXPIRATION DATE: 2/28/2017

- END OF BID SCHEDULE -

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MEMORANDUM

TO: CITY COUNCIL

FROM: GEOFF ENGLISH, PUBLIC WORKS DIRECTOR

SUBJECT: CONSIDERATION OF AN AWARD OF CONTRACT TO LEE WILSON ELECTRIC COMPANY FOR CONSTRUCTION OF THE OAK PARK BOULEVARD/ WEST BRANCH STREET/US 101 TRAFFIC SIGNAL UPGRADE PROJECT, PW 2014-01

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council:

1. Approve the construction plans and specifications for the Oak Park/West Branch Street/US 101 Traffic Signal Upgrade project;
2. Find that the subject project is categorically exempt from CEQA pursuant to Sections 15301(b) and 15301(c);
3. Direct the City Clerk to file a Notice of Exemption;
4. Award a contract for the Oak Park/West Branch Street/US 101 Traffic Signal Upgrade project to Lee Wilson Electric Company in the amount of \$81,175; and
5. Authorize the City Manager to approve change orders for 10% of the contract amount, \$8,117 for unanticipated costs during the construction phase of the project (total construction costs = \$81,175 + \$8,117 = \$89,292).

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The City was successful in securing Highway Safety Improvement Program (HSIP) grant funds for the project, which require a 10% local match. It is estimated that the total cost of the project including design, construction inspection and contingencies will be \$130,000 of which \$110,000 will be eligible for HSIP reimbursement. The required match has been appropriated from the Traffic Signal Fund, up to \$17,280.

BACKGROUND:

The project performs an upgrade to an existing traffic signal with a permissive-protected left turn on southbound Oak Park Boulevard with a protected left turn phase. The project will require the replacement of two existing traffic signal poles and mast arms on Oak Park Boulevard, signage upgrades, and replacement of an existing ADA ramp at the northeast corner of the intersection.

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CONSIDERATION OF AN AWARD OF CONTRACT TO LEE WILSON ELECTRIC
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The intersection had been identified by the Caltrans Traffic Safety Branch as an area that was experiencing collisions involving left turning vehicles. In 1997, Caltrans worked with the City of Arroyo to make some signal timing modifications which did result in a decrease in collisions. However, even with the reduction in collisions, the location continued to experience a higher than average number of collisions. In response, the City applied for and secured federal grant funding to change the signal operation to protected left turn movements. As a result, the project has been designed, and in January 2016, a call for construction bids was announced.

A copy of the plans and specifications are on file and available for public review at the City Clerk's office. In addition, project information and the plans and specifications can be viewed on the City's website at: <http://www.arroyogrande.org/bids.aspx?bidID=51>

ANALYSIS OF ISSUES:

On February 26, 2016, three bids were opened for the Oak Park/West Branch Street/US 101 Traffic Signal Upgrade project. The lowest bid, \$81,175 from Lee Wilson Electric Company was deemed responsive and staff recommends award of a construction contract to Lee Wilson Electric Company accordingly.

The contract time is 100 working days. Work is expected to be accomplished between April and August 2016.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation to award a construction contract to Lee Wilson Electric Company for the Oak Park/West Branch Street/US 101 Traffic Signal Upgrade project;
2. Do not award a construction contract for the project; or
3. Provide direction to staff.

ADVANTAGES:

It is anticipated modifying the existing traffic signal from a permissive-protected left turn with a protected left turn phase will reduce the number of collisions at this intersection. The contractor's bid price is below the Engineer's Estimate. Having the Council approve the plans and specifications provides the City immunity through California Government Code section 830.6.

DISADVANTAGES:

There are no disadvantages identified at this time.

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ENVIRONMENTAL REVIEW:

The project is categorically exempt from CEQA pursuant to Section 15301(b) and Section 15301(c).

PUBLIC NOTIFICATION AND COMMENTS:

The agenda was posted at City Hall on Thursday, March 3, 2016. The agenda and staff report were posted on the City's website on Friday, March 4, 2016. No public comments were received as of the time of preparation of this report.

Attachment:

1. Bid Opening Log Sheet
2. Notice of Exemption



**CITY OF ARROYO GRANDE
BID OPENING LOG SHEET**

**DEADLINE: TUESDAY, FEBRUARY 16, 2016 - 2:00 PM
PROJECT NAME: OAK PARK / WEST BRANCH / US 101
TRAFFIC SIGNAL UPGRADE PROJECT
PROJECT NO. PW 2014-01
ENGINEER'S ESTIMATE: \$95,000**

<u>SUBMITTED BY:</u>	<u>TOTAL</u>
Traffic Loops Crackfilling, Inc. Anaheim, CA	\$106,000.00
Traffic Development Services, Inc. Moorpark, CA	\$ 96,062.00
Lee Wilson Electric Company Arroyo Grande, CA	\$ 81,175.00


Kitty Norton, Deputy City Clerk



c: Director of Public Works
City Manager

Attachment No. 2

Notice of Exemption

To: Office of Planning Research
1440 Tenth Street, Room 121
Sacramento, CA 95814

From: (Public Agency) City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

County Clerk
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

Project Title: Oak Park/West Branch Street/US 101 Traffic Signal Upgrade Project, PW 2014-01

Project Location - Specific: Intersection of Oak Park Boulevard and West Branch Street

Project Location - City: Arroyo Grande **Project Location - County:** San Luis Obispo

Description of Project: Upgrade of existing traffic signal with a permissive-protected left turn with a protected left turn phase, signage upgrade, and replacement on an existing ADA ramp

Name of Public Agency Approving Project: City of Arroyo Grande – Public Works Department

Name of Person or Agency Carrying Out Project: Geoff English, Director of Public Works

Exempt Status: (check one)

- Ministerial (Section 12080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15301(b) and 15301 (c)
- Statutory Exemptions. State code number: _____

Reason Why Project is Exempt: Consists of minor alterations of existing public facilities

Lead Agency

Contract Person: Geoff English, Director of Public Works Area Code/Telephone: (805) 473-5460

If filed by Applicant:

1. Attach a certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____
Teresa McClish
Director of Community Development

Date: _____

- Signed by Lead Agency Date received for filing at OPR:
- Signed by Applicant

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MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR

BY: KELLY HEFFERNON, ASSOCIATE PLANNER

SUBJECT: CONSIDERATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2016 AND ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM ALLOCATIONS

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution approving projects to be funded with the City's allocation of CDBG funds for the Year 2016 as shown in the table below; and 2) adopt a Resolution approving projects to be funded with the City's Community Service Grant Program funds.

Recommended 2016 CDBG Allocation

Project and Category	2015 Allocation	2016 Requested	Proposed 2016 Allocation
<i>Public Services 15% Cap - \$11,484</i>			
Subtotal	\$0	\$0	\$0
<i>Public Facilities</i>			
City of Arroyo Grande - Removal of Architectural Barriers	\$51,116	\$61,251	\$61,251
Subtotal	\$51,116	\$61,251	\$61,251
<i>Economic Development</i>			
Subtotal		\$0	\$0
<i>Area Benefit 30% Cap - \$22,969</i>			
Subtotal	\$0	\$0	\$0
<i>Administration and Planning 20% Cap - \$15,312</i>			
City Administration	\$4,473	\$5,359	\$5,359
County Administration	\$8,306	\$9,953	\$9,953
Subtotal	\$12,779	\$15,312	\$15,312
Total			\$76,563

CITY COUNCIL

CONSIDERATION OF: 1) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2016; AND 2) ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM ALLOCATIONS

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IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The Federal Department of Housing and Urban Development (HUD) has estimated that \$76,563 in CDBG funds will be available to the City in the fall of 2016. This estimate is slightly more than what was anticipated last December during Council's preliminary review of these funds (\$1,051 difference). Similar to last year, the County will help administer the CDBG program for the City which will reduce City staff time involved. County staff will be paid through the CDBG program funds allocated to the City. Per the Cooperation Agreement between the County and the City entered into on July 15, 2014, 13%, or \$9,953 of the City's allocation for CDBG funds will be deducted by the County to meet its obligations under the terms of the Cooperation Agreement for administrative costs. The City will receive \$5,359 for its administrative costs.

BACKGROUND:

As mentioned above, the City Council approved a Cooperation Agreement with the County in July 2014 for the joint participation in the CDBG Program for fiscal years 2015 through 2017. The City, as a participant in the HUD designated Urban County program, receives an annual formula-based allocation of CDBG funds. These funds are available for a variety of Community Development activities as long as the activities meet at least one of three national objectives. The objectives are:

1. Benefit low- and moderate-income persons;
2. Aid in the prevention or elimination of slums or blight; or
3. Address urgent community development needs that pose a serious or immediate threat to public health or welfare.

The County distributed a Request for Proposals (RFP) and notified the public that the County and participating cities would accept applications for funding until October 23, 2015. In addition, County staff held "Needs Assessment Workshops" on September 15, 2015 and February 10, 2016 to gather input from the public in South County regarding the allocation of CDBG funds.

On December 8, 2015, the City Council considered preliminary recommendations and received public input. Council approved staff's preliminary recommendation of proposed projects to be funded with the City's allocation of CDBG funds for the year 2016.

ANALYSIS OF ISSUES:

Staff uses the following criteria set forth by the County in the RFP to make funding recommendations:

1. Consistency with Federal regulations and laws;
2. Community support (for example, approval of project by a city council);

CITY COUNCIL

CONSIDERATION OF: 1) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2016; AND 2) ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM ALLOCATIONS

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3. Seriousness of community development need proposed to be addressed by project;
4. Degree to which project benefits low-income and very low-income families or persons;
5. Feasibility of the project to be completed as budgeted by April 30, 2017;
6. Cost effectiveness of funds requested and leveraging of other funds; and
7. Organization's experience or knowledge regarding CDBG requirements.

The Cooperation Agreement between the County and the City gives discretion regarding allocation of funds. Unless the City's recommendation to the County for funding is clearly in conflict with CDBG regulations, the County will approve the recommendation. The County Board of Supervisors will make its final decision for funding priority on April 12, 2016.

Public Services

The competitiveness for public service grants, which is capped at 15 percent of total CDBG funding, has historically been strong with requests far exceeding available funds. As discussed in recent years regarding CDBG allocations, HUD has significantly increased its monitoring efforts of jurisdictions participating in the CDBG program, which means that local jurisdictions must increase their monitoring efforts of recipients as well. According to County staff, the cost to properly monitor a given CDBG activity is approximately \$8,000. Therefore, only activities that can either individually or cumulatively receive more than \$10,000 in CDBG funding will be considered. Because public service organizations are more aware of the stricter CDBG regulations, as well as funding opportunities through the City's Community Service Grant Program, the City did not receive any CDBG applications for public services.

Public Facilities

Staff recommends allocating \$61,251 to assist in Americans with Disabilities Act (ADA) improvements by removing architectural barriers associated with the Woman's Club Center. The "Arroyo Grande Woman's Club Building Barrier Removal Project" will remove existing architectural barriers that prevent facility users who use wheelchairs from accessing the exterior patio area and will provide mandatory secondary emergency access and exiting for the building. Specifically, the project will include:

- Leveling the patio area;
- Replacing three (3) doors to allow for wheelchair access;
- Constructing ADA compliant van-accessible parking spaces in the facility's parking lot; and
- Providing ADA compliant pathways, including railing, signs and other necessary improvements.

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This project was identified as a priority given the large number of facility users and the kitchen remodel effort currently underway. It is anticipated that all improvements will be done at the same time to limit inconvenience to the public.

Note that there are also hundreds of locations throughout the City in need of ADA compliant curb ramps. Given the City's annual allocation of CDBG funds and local sales tax funds appropriated to ADA improvements, and not adjusting for inflation, it will take several decades for the City to complete all of these improvements. There are also other ADA improvements needed at various City-owned facilities and parks. Hence, allocating available CDBG funds to the removal of architectural barriers, especially given the City's new Community Service Grant Program to help meet public service funding needs, is appropriate.

Economic Development

The City did not receive any requests for economic development projects.

Area Benefit

Projects qualifying as meeting the Area Benefit national objective are limited to a 30 percent cap (\$22,969). Area Benefit refers to activities that are available to benefit all residents of an area that is primarily residential where at least 51 percent of the residents are low or moderate income persons. In the past, the City considered efforts to eliminate slums and blight, such as code enforcement activities to remove illegal signs and providing funds for façade improvements, as valid activities. HUD determined in 2013 that the City's code enforcement and Façade Improvement programs are invalid based on the lack of blight, and therefore these programs have been discontinued. The City did not receive any funding requests for this category.

Administration and Planning

Funds requested for the administration of the CDBG program have decreased over the last several years in direct proportion to the overall decrease in the City's CDBG funding, even though HUD administrative requirements are increasing. Staff recommends allocating \$15,312 for program administration, which is 20% of total funds. As stated above, \$9,953 of the City's allocation for CDBG funds will be deducted by the County for its administrative costs as per the Cooperation Agreement, and the City will receive \$5,359 for administration.

Arroyo Grande Community Service Grant Program

In response to CDBG funding limitations and restrictions, in 2014 the City established the Arroyo Grande Community Service Grant Program separate and apart from the CDBG program. This program provides \$20,000 to eligible non-profit organizations that provide specialized social service, educational, cultural, beautification and recreational programs and projects benefitting Arroyo Grande citizens. This is not a CDBG program;

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however, the rating system is similar to that established per the purposes of reviewing CDBG applications in prior years. Last year, the City received a total of twelve (12) applications totaling \$60,948.48.

This year, the City received a total of eleven (11) applications totaling \$53,000 (see Attachment 1 for applications). A Community Service Grant Review Panel was established consisting of one member from each of the City's boards, commissions and committees. This panel convened on February 11, 2016 to review the applications and recommended the funding allocations listed below.

NAME OF NON-PROFIT	PROJECT SUMMARY	AREA SERVED	GRANT AMOUNT RECEIVED IN 2015	GRANT AMOUNT REQUESTED 2016	AMOUNT RECOMMENDED BY THE COMMITTEE
Big Brothers Big Sisters of SLO County	Staff time for training, screening, enrolling and matching families and volunteers within the City of AG.	SLO County (emphasis on City of AG)	\$1,700	\$5,000	\$2,000
Camp Fire Central Coast of California	Camp Fire Out-of-School-Time program.	Five Cities	\$1,500	\$2,500	\$1,500
CASA (Court Appointed Special Advocates for Children)	Recruitment, screening, training and supervising community volunteers to advocate for abused and neglected children who are under the jurisdiction of the Juvenile Dependency Court.	City of AG	n/a	\$2,500	\$1,500
Family Care Network, Inc.	Landscaping at their Elm Street property.	City of AG	\$1,350	\$20,000	\$500

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NAME OF NON-PROFIT	PROJECT SUMMARY	AREA SERVED	GRANT AMOUNT RECEIVED IN 2015	GRANT AMOUNT REQUESTED 2016	AMOUNT RECOMMENDED BY THE COMMITTEE
5CHC (Five Cities Homeless Coalition)	Housing and other transitional assistance for the homeless.	Five Cities Area	\$1,500	\$1,500	\$2,000
Meals on Wheels	Meals delivered to homebound clients.	City of AG	n/a	\$6,000	\$4,000
Peoples' Self Help Housing (PSHH)	Educator's salary at Courtland Street Apartments - after school education program.	City of AG	\$4,000	\$5,000	\$2,500
SCORE San Luis Obispo	Entrepreneur education.	SLO County	\$450	\$500	\$500
Senior Nutrition Program of SLO County	Meals for 5 seniors in AG.	City of AG	\$3,000	\$5,000	\$4,000
SLO Noor Foundation	Healthcare for uninsured individuals.	City of AG	n/a	\$3,500	\$1,000
Transitions – Mental Health Association	Funding for a new Computer Skills Workshop in the Safe Haven Wellness Center.	City of AG and SLO County	n/a	\$1,500	\$500
TOTAL:			\$13,500 (of the \$20,000 total)	\$53,000	\$20,000
TOTAL BUDGET:			\$20,000		

Non-profits that did not apply again this year include South County Historical Society, Arroyo Grande in Bloom, CAPSLO, Central Coast Salmon Enhancement, and Transitional Food and Shelter.

**CITY COUNCIL
CONSIDERATION OF: 1) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECTS FOR YEAR 2016; AND 2) ARROYO GRANDE COMMUNITY SERVICE
GRANT PROGRAM ALLOCATIONS
MARCH 8, 2016
PAGE 7**

The amounts recommended above were based on multi-faceted criteria, which is included as Attachment 2.

ADVANTAGES:

The recommended allocations fund important City priorities. The Community Service Grant Program will assist with funding local public service programs.

DISADVANTAGES:

Providing CDBG funding for the projects identified eliminates the use of these funds for other projects.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

- Approve staff's recommended funding for CDBG programs and for the City's Community Services Program for the year 2016;
- Modify staff's recommended funding for both programs; or
- Provide direction to staff.

ENVIRONMENTAL REVIEW:

The allocation of CDBG funds and the City's Community Services Program is not considered a project under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Specific projects that may have environmental impacts will be reviewed under CEQA and NEPA prior to implementation.

PUBLIC NOTIFICATION AND COMMENTS:

A public hearing notice was published in *The Tribune* on Friday, February 26, 2016 and emailed to all Community Service Grant applicants. The Agenda was posted in front of City Hall on Thursday, March 3rd and the agenda and staff report were posted on the City's website on Friday, March 4th. No public comments have been received.

Attachments:

1. Community Service Grant Applications (11), less financial statements
2. Review Criteria for Community Service Grant Applications

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2016

WHEREAS, via a Cooperative Agreement with the County of San Luis Obispo (hereafter referred to as "County") executed by the City of Arroyo Grande ("City") on July 15, 2014, the City agreed to become a participant for a period of three years with the County and other cities therein as an "Urban County" under the Federal Department of Housing and Urban Development (hereafter referred to as "HUD") Community Development Block Grant (CDBG) program; and

WHEREAS, under the Cooperative Agreement, the City retains the authority to determine which projects are to be funded with its allotment of CDBG funds; and

WHEREAS, the City expects to receive \$76,563 in CDBG funds in 2016; and

WHEREAS, in 2015, the County published a "Request for Proposals" for projects to be funded under the 2016 CDBG Programs, which provided that proposals were to be submitted by October 23, 2015; and

WHEREAS, on September 15, 2015, the County conducted a public workshop with the City of Arroyo Grande to ascertain the housing and community development needs to be addressed in the document entitled the "One-Year Action Plan" for Program Year 2016; and

WHEREAS, at its meeting of December 8, 2015 the City Council gave preliminary approval to a proposed listing of 2016 CDBG projects; and

WHEREAS, on February 10, 2016, the County conducted a second public workshop for the City of Arroyo Grande to receive comments on the proposed 2016 CDBG projects; and

WHEREAS, on March 8, 2016 the City Council held a duly noticed public hearing to further consider the City's Program Year 2016 CDBG projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arroyo Grande, California, to recommend that the Board of Supervisors for the County of San Luis Obispo adopt the 2016 One-Year Action Plan, which shall include the programs listed in Exhibit "A" attached hereto and incorporated herein by this reference, to be funded with the City's allocation of CDBG funds.

RESOLUTION NO.
PAGE 2

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was passed and adopted this 8th day of March, 2016.

**RESOLUTION NO.
PAGE 3**

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED AS TO FORM:

HEATHER WHITHAM, CITY ATTORNEY

EXHIBIT "A"

2016 ONE YEAR ACTION PLAN

ALLOCATION OF PROGRAM YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Project and Category	2015 Allocation	2016 Requested	Proposed 2016 Allocation
<i>Public Services 15% Cap - \$11,484</i>			
Subtotal	\$0	\$0	\$0
<i>Public Facilities</i>			
City of Arroyo Grande - Removal of Architectural Barriers	\$51,116	\$61,251	\$61,251
Subtotal	\$51,116	\$61,251	\$61,251
<i>Economic Development</i>			
Subtotal		\$0	\$0
<i>Area Benefit 30% Cap - \$22,969</i>			
Subtotal	\$0	\$0	\$0
<i>Administration and Planning 20% Cap - \$15,312</i>			
City Administration	\$4,473	\$5,359	\$5,359
County Administration	\$8,306	\$9,953	\$9,953
Subtotal	\$12,779	\$15,312	\$15,312
Total			\$76,563

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING COMMUNITY SERVICE GRANT PROGRAM PROJECTS FOR FISCAL YEAR 2015-16

WHEREAS, on September 23, 2014 the City Council approved the Community Service Grant Program process; and

WHEREAS the City Council allocated \$20,000 in the FY 2015-16 Annual Budget to implement the program; and

WHEREAS, the City received a total of eleven (11) applications for the Community Service Grant Program; and

WHEREAS, the City Council established a Community Service Grant Review Panel consisting of one member from each of the City's boards, commissions and committees; and

WHEREAS, this Panel convened on February 11, 2016 to review the applications and recommended funding allocations, as indicated in Exhibit A; and

WHEREAS, on March 8, 2016 the City Council held a duly noticed public hearing to consider the City's Community Service Grant Program projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arroyo Grande, California, hereby approves the 2016 Community Service Grant Program projects as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was passed and adopted this 8th day of March, 2016.

**RESOLUTION NO.
PAGE 2**

JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED AS TO FORM:

HEATHER WHITHAM, CITY ATTORNEY

EXHIBIT "A"

Arroyo Grande 2016 Community Service Grant Program
Summary of Applications (11 Total)

NAME OF NON-PROFIT	PROJECT SUMMARY	AREA SERVED	GRANT AMOUNT RECEIVED IN 2015	GRANT AMOUNT REQUESTED 2016	AMOUNT RECOMMENDED BY THE COMMITTEE
Big Brothers Big Sisters of SLO County	Staff time for training, screening, enrolling and matching families and volunteers within the City of AG.	SLO County (emphasis on City of AG)	\$1,700	\$5,000	\$2,000
Camp Fire Central Coast of California	Camp Fire Out-of-School-Time program.	Five Cities	\$1,500	\$2,500	\$1,500
CASA (Court Appointed Special Advocates for Children)	Recruitment, screening, training and supervising community volunteers to advocate for abused and neglected children who are under the jurisdiction of the Juvenile Dependency Court.	City of AG	n/a	\$2,500	\$1,500
Family Care Network, Inc.	Landscaping at their Elm Street property.	City of AG	\$1,350	\$20,000	\$500
5CHC (Five Cities Homeless Coalition)	Housing and other transitional assistance for the homeless.	Five Cities Area	\$1,500	\$1,500	\$2,000
Meals on Wheels	Meals delivered to homebound clients.	City of AG	n/a	\$6,000	\$4,000

RESOLUTION NO.

PAGE 4

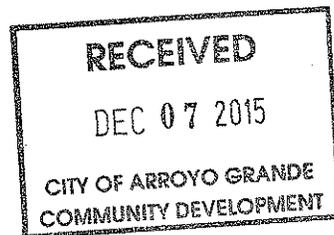
NAME OF NON-PROFIT	PROJECT SUMMARY	AREA SERVED	GRANT AMOUNT RECEIVED IN 2015	GRANT AMOUNT REQUESTED 2016	AMOUNT RECOMMENDED BY THE COMMITTEE
Peoples' Self Help Housing (PSHH)	Educator's salary at Courtland Street Apartments - after school education program.	City of AG	\$4,000	\$5,000	\$2,500
SCORE San Luis Obispo	Entrepreneur education.	SLO County	\$450	\$500	\$500
Senior Nutrition Program of SLO County	Meals for 5 seniors in AG.	City of AG	\$3,000	\$5,000	\$4,000
SLO Noor Foundation	Healthcare for uninsured individuals.	City of AG	n/a	\$3,500	\$1,000
Transitions – Mental Health Association	Funding for a new Computer Skills Workshop in the Safe Haven Wellness Center.	City of AG and SLO County	n/a	\$1,500	\$500
TOTAL:			*\$13,500 (of the \$20,000 total)	\$53,000	\$20,000
TOTAL BUDGET:			\$20,000		

**Applicants that did not re-apply this grant year are not listed and therefore the amount indicated is less than \$20,000.*

ATTACHMENT 1



CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16



Please complete the following sections: *(use additional sheets as necessary)*

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: *(must be the local branch).*

Big Brothers Big Sisters of San Luis Obispo County
P.O. Box 12644
San Luis Obispo, CA 93406

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER: *(must be the Executive Director or their designated representative).*

Anna Boyd-Bucy, Executive Director
P.O. Box 12644, San Luis Obispo, CA 93406
anna@slobigs.org
805-781-3226

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

Big Brothers Big Sisters is a donor and volunteer supported organization proven to help vulnerable children of single, low-income and/or incarcerated parents succeed. We create professionally supported one-to-one relationships between children facing adversity and trained and supervised volunteer role models. Funding provides for targeted recruiting, screening, training and matching, as well as ongoing support, safety training and supervision for volunteers, children and families. Donations allow us to ensure child safety and sustain successful, long-term relationships with proven positive outcomes.

In our Community Based Program, volunteers and children spend at least 6 hours a month exploring shared interests and developing positive, stable relationships. Volunteers enrich children's lives by modeling healthy choices and providing connection with their community. Our professional staff provides individualized case management to each match relationship and hosts educational and enriching group activities for all program participants. The agency conducts regular baseline and follow-up surveys to ensure long-term positive results.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: *(include a brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande).*

Big Brothers Big sisters of San Luis Obispo County serves families throughout the County. Since opening for service in 1995, we have created more than 2,000 mentor relationships. Approximately 7% of the families we serve reside within the City of Arroyo Grande and Mike Hill, an Arroyo Grande resident board member, represents the area during our board meetings.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: *(broken down by age groups if available).*

All of our services are provided to youth between the ages of 6 and 18, though the goal is to provide systemic change to the entire family. We have served 324 unduplicated children thus far in 2015, 23 of them live in Arroyo Grande, 109 of them reside within the South County/ Nipomo & 5 Cities area. We hope you will help fund services for these youth.

VI. AMOUNT OF FUNDS REQUESTED:

\$5,000

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: *(indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries).*

Our request consists exclusively for funds to pay for staff time associated with training, screening, enrolling and matching families and volunteers who reside within the City of Arroyo Grande, and supporting those matches. It does not include any outreach, overhead, national dues or administrative salaries or other costs associated with activities, screening, insurance, supplies, etc. It does not include costs associated with volunteers or families who may initially enroll but do not stay involved long enough to be matched in the program. To meet child safety and program quality standards, our professional staff members have a minimum of a BA and are highly trained. Their time is billed at \$20 an hour.

VIII. ADDITIONAL DOCUMENTATION: *(if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized).*

In 2015, we were awarded \$1,700 in funding from the City of Arroyo Grande. Previous funding has been for requests similar to the one above through the CDBG program. In 2005 we received \$1072, 2006-\$2061, 2007-\$1738, 2008-\$2722, 2009-\$941, 2010-\$956, 2011-\$974, 2012-\$876, 2013-\$1340.

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) years financial statements, including the current year with the balance sheets and the profit/loss statements.
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

X. CERTIFICATION:

I certify on behalf of Big Brothers Big Sisters of San Luis Obispo County non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/2/15

Signature: _____



Executive Director or Designee



Board of Director or Officer



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections (use additional sheets as necessary):

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: (must be the local branch)

Camp Fire Central Coast of California
340 Pomeroy Ave.
Pismo Beach, CA 93449

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS AND TELEPHONE NUMBER:

(must be the Executive Director or their designated representative)

Kenneth D. Miles, Executive Director
340 Pomeroy Ave.
Pismo Beach, CA 93449

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

Camp Fire is where children and teens discover who they are. Camp Fire provides a nurturing, constructive and fun environment for young people to discover their sparks—unique skills, passions, and interests—and adopt a growth mindset. They chart their own course to healthy habits, community leadership, and connection to nature in collaboration with trained, caring adults. And, in turn, Camp Fire youth give back by sharing those skills in their communities.

Camp Fire Community Services projects in Arroyo Grande include Harvest Festival, Halloween Carnival, Easter Egg Hunt, Christmas Parade and Hospice "Light Up a Life." Also in the 5-Cities area projects include Pismo Beach Clam Festival, Pumpkin on the Pier, Thanksgiving Dinner, Grover Beach Christmas Parade, beach clean ups, City Council meetings as well as many other community service projects throughout the Central Coast including Teens in Action.

Consequently, Camp Fire builds caring, confident youth and future leaders. Youth participating in after school, teen leadership and camping enrichment programs are actively engaged and are given a voice, which helps build self-esteem and self-reliance. All children and youth are welcomed to Camp Fire and all programming promotes quality of life including healthy living and healthy eating.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: (include brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande)

Camp Tacanneko, conducted at the Methodist Camp in Old Arroyo Grande for the last 49 years, is a week long day camp traditionally held the first week of summer break. It hosts over 150 participants that help youth light their fire within through a connection to the natural world.

Camp Fire Out-of-School-Time programs provide youth with so much more than simply a place to go after school while parents work. Camp Fire's after school club students have the opportunity to work with trained, caring adults who can teach them about health and wellness, keep them active, engage them in community service projects, and provide mentoring regarding challenges youth face today. Our programs are uniquely focused to help youth thrive.

Camp Fire has numerous after school clubs throughout the Central Coast including 5 Cities clubs at Ocean View, Nipomo Library, Arroyo Grande High School, Paulding, Nipomo High School, Grover Heights, Shell Beach, Branch, Grover Beach, and Harloe.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: (broken down by age groups if available)

Camp Fire Central Coast serves over 1,500 households on the Central Coast. 453 households are in the 5-Cities area of which 278 households reside in Arroyo Grande.

VI. AMOUNT OF FUNDS REQUESTED:

\$2,500

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: (indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries)

Outside of School activities is critical to family's after school care as well as youth development enrichment. Volunteer leaders delivering programs has been diminishing over the years due to the economy and the need of dual household income. Camp Fire Central Coast is determined to not only maintain our programming services at schools and summer camps but to rally resources to meet our growing demand. It is our hope that the City of Arroyo Grande will help meet our after school and programming needs with this grant request.

VIII. ADDITIONAL DOCUMENTATION: (if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized)

2014-2015 \$1,500 utilized for after school programming.

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) year's financial statements, including the current year with the balance and the profit/loss statements.
sheets
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

X. CERTIFICATION:

I certify on behalf of Camp Fire Central Coast of California non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Fund Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date:

12/4/15

Signature:

Kenneth D. White
Executive Director or Designee

Shirley McCarthy
Board of Director or Officer



December 4, 2015

Kelly Heffernon, AICP
Associate Planner, City of Arroyo Grande
Community Development Department
300 East Branch Street
Arroyo Grande, CA 93420

RE: CASA of San Luis Obispo County's 2015-16 Community Service Grant Program Application

Dear Ms. Heffernon:

Please find enclosed our completed Application form regarding the City of Arroyo Grande's Community Service Grant Program 2015-16. We appreciate being considered for funding under this program. If you have any questions or require additional information, please contact me.

Thank you for your assistance.

Sincerely,

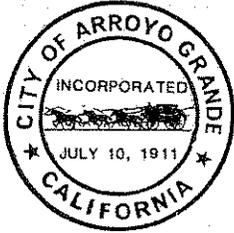
Susan Graves
Grants & Program Development

Encl.



P.O. Box 1168, San Luis Obispo, CA 93406
CASA of San Luis Obispo County (805) 541-6542
FAX 541-5637 • email: staff@slocasa.org • www.slocasa.org

A Member of the
National CASA
Association



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections: *(use additional sheets as necessary)*

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: *(must be the local branch).* Court Appointed Special Advocates of San Luis Obispo County, Inc. (CASA), 75 Higuera Street, #180, San Luis Obispo, CA 93401

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER: *(must be the Executive Director or their designated representative).* Teresa Tardiff, Executive Director, CASA, P.O. Box 1168, San Luis Obispo, CA 93406, ttardiff@slocasa.org, (805) 541-6542 ext. 103

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

(See Attachment A)

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: *(include a brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande).*

(See Attachment A)

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: *(broken down by age groups if available).*

(See Attachment A)

VI. AMOUNT OF FUNDS REQUESTED: CASA of San Luis Obispo County is requesting \$2,500.00 from the City of Arroyo Grande 2015-16 Community Service Grant Program. This amount will provide a dedicated CASA volunteer to a child for one year. This volunteer will be supervised by a staff CASA Advocate Supervisor, receive on-going continuing education, in-service training, and case discussion opportunities.

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: *(indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries).*

(See Attachment A)

VIII. ADDITIONAL DOCUMENTATION: *(if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized).*

(See Attachment A)

IX. SUPPLEMENTAL DOCUMENTATION:

- x Past two (2) years financial statements, including the current year with the balance sheets and the profit/loss statements.
- x Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- x Breakdown and description of non-profit organization's sources of revenue.
- x Proof of 501(c)(3) status with a copy of the letter from the IRS.

- x Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

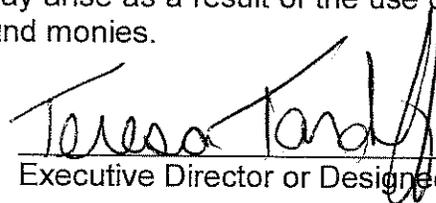
X. CERTIFICATION:

I certify on behalf of CASA of San Luis Obispo County, non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12-1-15

Signature:


Executive Director or Designee



Board of Director or Officer

City of Arroyo Grande
2015-16 Community Service Grant Program

ATTACHMENT A:

III. Description of Community Services Provided: CASA of San Luis Obispo County recruits, screens, trains, and supervises community volunteers to advocate for abused and neglected children who are under the jurisdiction of the Juvenile Dependency Court. These children and youth have been failed by their parents, most are living in foster care, and all have had experienced young lives of fear and uncertainty. The CASA volunteer works diligently to give their assigned child a voice in court and works to ensure their best interests are being met. CASA is now in its 22nd year serving children in San Luis Obispo County. To date, over 500 CASA volunteers have served more than 2,500 local children and youth (ages newborn to 21). Per recent passage of legislation in California (Assembly Bill 12) foster youth are eligible to receive extended care and services up to age 21).

After passing a thorough background investigation, participating in several interviews by CASA staff, submitting letters of reference and completing a 30-hour training course, the CASA volunteer is sworn in as an officer of the court by a judge and is assigned a child's case for advocacy. At this point their advocacy and commitment to their assigned child begins. The CASA volunteer meets with the child at least weekly, getting to know them and beginning to build a trusting bond with the child. The CASA volunteer also regularly contacts other significant people in the child's life to stay informed of the child's status and other concerns. These people include teachers, doctors, therapists, foster parents, parents, foster parents and attorneys. The information gathered by the CASA volunteer is reported to the court, along with the CASA volunteer's recommendations to address the child's needs and best interests. It is the CASA volunteer who often becomes the most trusted and stable figure in the child's life. They positively influence the child, guide them in making good choices and forming positive relationships and behavior. Most CASA volunteer assignments average 1.4 years in duration. Each CASA volunteers is closely supervised by a staff CASA Advocate Supervisor and provides them support and case management assistance. They assist the volunteer in report writing, often accompany them to court, and are available to the volunteer on a 24/7 emergency basis by phone. Per the National CASA guidelines and to ensure program quality, each Advocate Supervisor oversees no more than 30 volunteers. It is the CASA volunteer who serves as the "eyes and ears" of the court providing first hand and timely information and recommendations that assist the court in making important decisions that form the child's future.

IV. List Area(s) Served By CASA of San Luis Obispo County: CASA serves infants, children, youth and young adults throughout San Luis Obispo County. All children who are placed under the jurisdiction of the Juvenile Dependency Court due to abuse and neglect are referred to CASA. CASA then assigns volunteers to children's cases based on number of volunteers available and immediacy of the child's needs. At present there are 467 children in San Luis Obispo County under the court's jurisdiction. CASA currently has 106 volunteers assigned to 145 of these children. Of all children under the court's jurisdiction, 30 reside in the City of Arroyo Grande. CASA is also fortunate to have 15 volunteers who are residents of the City of Arroyo Grande. There will continue to be children in need from the City of Arroyo Grande, therefore CASA's recruitment of volunteers from that area will also continue.

CASA has also been fortunate to receive funds from the Arroyo Grande Walmart's Community Grant Program. Many Arroyo Grande residents and businesses also donate regularly to CASA and attend CASA fund raising events. Their support is very important to our program and we appreciate their community partnership.

V. Number of City of Arroyo Grande Residents Served by CASA of San Luis Obispo County: As mentioned above, CASA currently has volunteers assigned to 30 children who reside in the City of Arroyo Grande. The age and gender breakdown of these children is as follows:

Gender: 17 male; 13 female

Ages:

0 to 5 years	13
6 to 11 years	5
12 to 15 years	3
16 to 17 years	2
18 to 20 years	7

VII. Additional Documentation: CASA of San Luis Obispo County has received funds in the past from the City of Arroyo Grande's Community Grant Program. In 2007, CASA received funding in the amount of \$868.00. In 2009, CASA received funding in the amount of \$636.00. All funding was used for program support to provide CASA volunteers to abused and neglected children.

VIII. Additional Documentation: CASA of San Luis Obispo County has received funds in the past from the City of Arroyo Grande's Community Grant Program. In 2007, CASA received funding in the amount of \$868.00. In 2009, CASA received funding in the amount of \$636.00. All funding was used for program support to train, provide, and supervise CASA volunteers to abused and neglected children.

IX. Supplemental Documentation:

(See attached)*

*For information indicating the percentage of revenue received that is used for administration, salaries, and program costs, please refer to the attached CASA's Independent Auditor's Report and Financial Statements for year ended June 30, 2014 – Page 6.



CASA BOARD OF DIRECTORS 2015

Juliette Duke, President
Assoc. Dir., Apt. Life &
Education, Univ. Housing (Cal
Poly SLO)
San Luis Obispo, CA
01/2012 (2018)

Amy Daane, Vice President
Realtor (Sothebys Realty)
San Luis Obispo, CA
06/2012 (2018)

Debbie Peterson, Treasurer
REC Solar/hConsultant
Avila Beach, CA
01/2014 (2020)

Tom Dobyys, Secretary
Business Consultant
Shell Beach, CA
01/2013 (2019)

Javier Cadena
President, RD Solutions, LLC
San Luis Obispo, CA
11/2012 (2018)

Stephanie Meyer
Financial Advisor
JP Morgan Securities
San Luis Obispo, CA
06/2012 (2018)

Chris Smith
Business Entrepreneur
San Luis Obispo, CA
09/2011 (2017)

Andi Cummins
Owner/Founder
Drake Wines
San Luis Obispo, CA
7/2014 (2020)

Jeri Roberts
Operations Manager
Med-Stop
San Luis Obispo, CA
8/2014 (2020)

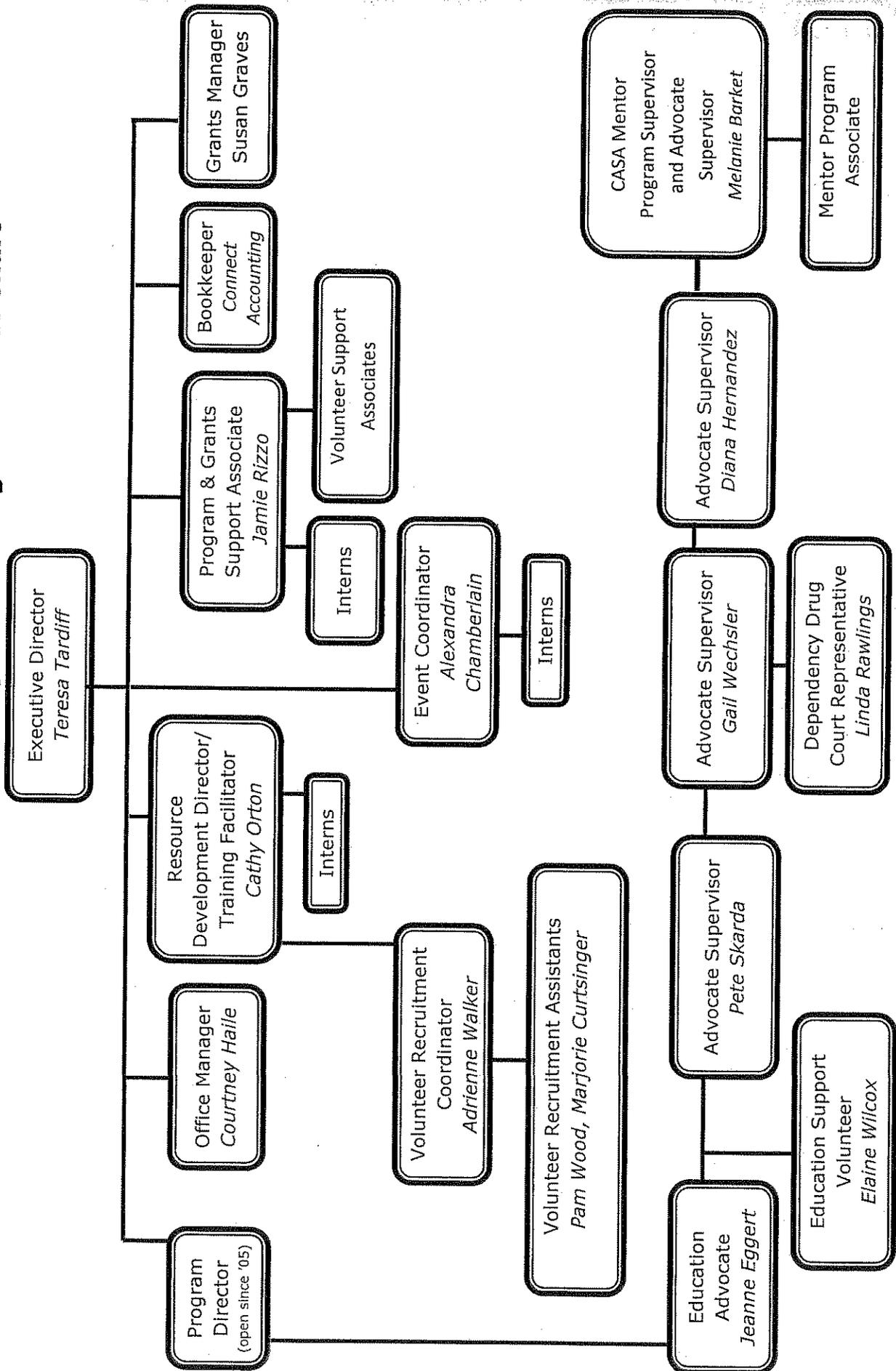
Kelly Sanders
President
Movement for Life (SLST)
Atascadero, CA
02/2015 (2021)

Ray Mattison
Attorney
Mattison Law Firm
San Luis Obispo, CA
7/2015 (2021)

Rick Arredondo
President, Chief Banking
Officer
Heritage Oaks Bank
Atascadero, CA
9/2015 (2021)

Teresa Tardiff
CASA Executive Director
San Luis Obispo, CA
[ex officio member]

CASA of San Luis Obispo County Internal Organizational Chart



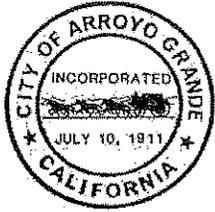
Chloe's CASA Story

This is a true story about a local child that shows the incredible positive impact of a CASA volunteer. Eight year old Chloe* came into the Juvenile Dependency Court system having suffered multiple injuries and medical problems. Her condition was the result of regular beatings and periodic starvation inflicted on her as punishment by family members who had custody of her most of her life. Her mother was deceased, and these family members had been granted custody of Chloe. She was understandably a very fearful and withdrawn child. Following assignment of Chloe's case by the court, CASA of San Luis Obispo County quickly identified a very experienced and knowledgeable CASA volunteer to advocate on Chloe's behalf. The volunteer was one who was not likely to be overwhelmed by the extremely sad and desperate circumstances of Chloe's life. The volunteer, Phyllis*, began regular visits with Chloe, first in her foster home, and then taking her on weekly outings, just the two of them. The park, library, and the Children's Museum were some of Chloe's favorite places to go. Phyllis also met regularly with the assigned social worker and the foster parents to coordinate the many therapeutic services she felt Chloe needed due to her physical and emotional abuse, malnutrition and feelings of worthlessness. Primary among these was finding the right mental health therapist to help Chloe cope with the abuse she had experienced. Chloe also needed to have serious dental health problems addressed and ongoing physical and occupational therapy. Phyllis recognized these needs and followed up with the professionals involved to stay on top of Chloe's treatment and progress.

Chloe enjoyed her time with Phyllis. She began to play and laugh, both of which were rare experiences for her. Phyllis also proved to be a tremendous support to Chloe's foster parents. There are many challenges for foster parents taking in an unfamiliar child, but a child who has experienced great trauma and needs so many services creates additional stress for a family. Phyllis was able to provide a calming support for both Chloe and the foster family as well as needed respite times. The Juvenile Court Judge had difficult decisions to make for Chloe's permanent placement. There were extended family members who wanted Chloe as well a wonderful foster family willing to adopt her. Phyllis spent many hours speaking with family members, the foster family, teachers, therapists and others and visited the homes of the interested families, even those who resided out of the area.

Phyllis reported her investigation findings and made written recommendations to the court that were ultimately ordered. Chloe was adopted by her foster family. She was also able to begin having visits with caring family members who had no knowledge of her whereabouts in the past. Phyllis joined in the adoption celebration alongside Chloe and her foster family. She has remained a caring family friend for Chloe in the years since serving as her CASA advocate. Phyllis stood up for Chloe, she became her voice when she desperately needed one.

(*The names in this story have been changed to protect the child's confidentiality)



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections (use additional sheets as necessary):

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: (must be the local branch)

Family Care Network, Inc.
1255 Kendall Road
San Luis Obispo, CA 93401

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS AND TELEPHONE NUMBER:

(must be the Executive Director or their designated representative)

Jim Roberts, Founder and CEO
Family Care Network, Inc.
1255 Kendall Road, San Luis Obispo, CA 93401
805-781-3535

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

Family Care Network, Inc. (FCNI) was founded in 1987 to create family-based treatment programs as an alternative to group home/institutional care of children, and has grown to provide 20 distinct programs in five service divisions, including: Resource (Foster) Family Services; Family Support Services; Education Support Services; Transitional Age Youth Housing Services; and Community-Linked Services. FCNI currently serves San Luis Obispo and Santa Barbara counties, operating under the mission: "To enhance the wellbeing of children and families in partnership with our community." In FCNI's 28 year history, the agency has served over 15,000 children, youth and families with an average success rate of 89%. This success rate is based on real, life-changing success, including children and youth being successfully reunited with family; diverted from institutional care; stabilizing their high-risk behaviors; and/or successfully transitioning them to independent living. All staff and volunteers at FCNI receive cultural competency training so that they are well equipped to work with diverse and underserved populations, and all direct service programs demonstrate bi-lingual competency. FCNI makes every effort to ensure that children, youth and families in care receive tailored services to meet their specific needs. FCNI is also the only agency of its kind on the Central Coast to earn accreditation from The Joint Commission, a national accreditation agency with the highest standards for providers serving in the behavioral health field. All of FCNI's programs are designed to strengthen and preserve families and individuals impacted by trauma, and are delivered in partnership with our community.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: (include brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande)

FCNI services all of San Luis Obispo County, including the City of Arroyo Grande. FCNI owns and operates to apartment complexes in Arroyo Grande that provide affordable and safe housing for youth ages 18 to 24 who are aging out of the foster care system and receiving support through FCNI's Transitional Age Youth Services. These youth work one-on-one with an assigned Social Worker and peer supports in order to learn the skills to become successful and self-sufficient adults.

One complex, on Elm Street, services up to eight transitional aged youth (TAY) and their dependents, if any, and one Resident Advisor. The other complex, located on Halcyon Street, serves seven TAY and their dependents, as well as one Resident Advisor. These two properties provided much needed housing to 14 TAY during our 7/1/2014-6/31/2015 fiscal year. Last year we were able to rehab our property on Halcyon to improve deteriorating building systems, improve longevity of the units, and greatly improve the appearance of the property, benefiting our residents as well as the community as a whole. We hope to do the same this year to our property on Elm.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: (broken down by age groups if available)

FCNI serves an average of 15 TAY (ages 18 to 24) at our two Arroyo Grande Properties each year. In addition, we have four certified foster families within the City who house an average of 15 children (ages 3 to 18) each year. The agency further provides support services to a number of youth at Arroyo Grande High School and support to homeless families on CalWORKS who are looking for housing within the City.

VI. AMOUNT OF FUNDS REQUESTED:

FCNI is seeking funding to assist with landscaping needs at our Elm Street property that will greatly improve the appearance of the property, and provide a safer environment the TAY and their children who occupy the units. We anticipate the total cost of the project - including irrigation system, plants, mulch, stone pavers and labor - to be approaching \$25,000. FCNI is requesting assistance with \$20,000.

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: (indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries)

Any funds awarded would be used exclusively to address the landscaping needs of the property and according to the attached plan.

VIII. ADDITIONAL DOCUMENTATION: (if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized)

FCNI received an award of \$735.50 in 2014 for installation of a new 12 door USPS approved mailbox at our Halcyon street project.

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) year's financial statements, including the current year with the balance and the profit/loss statements.
sheets
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

X. CERTIFICATION:

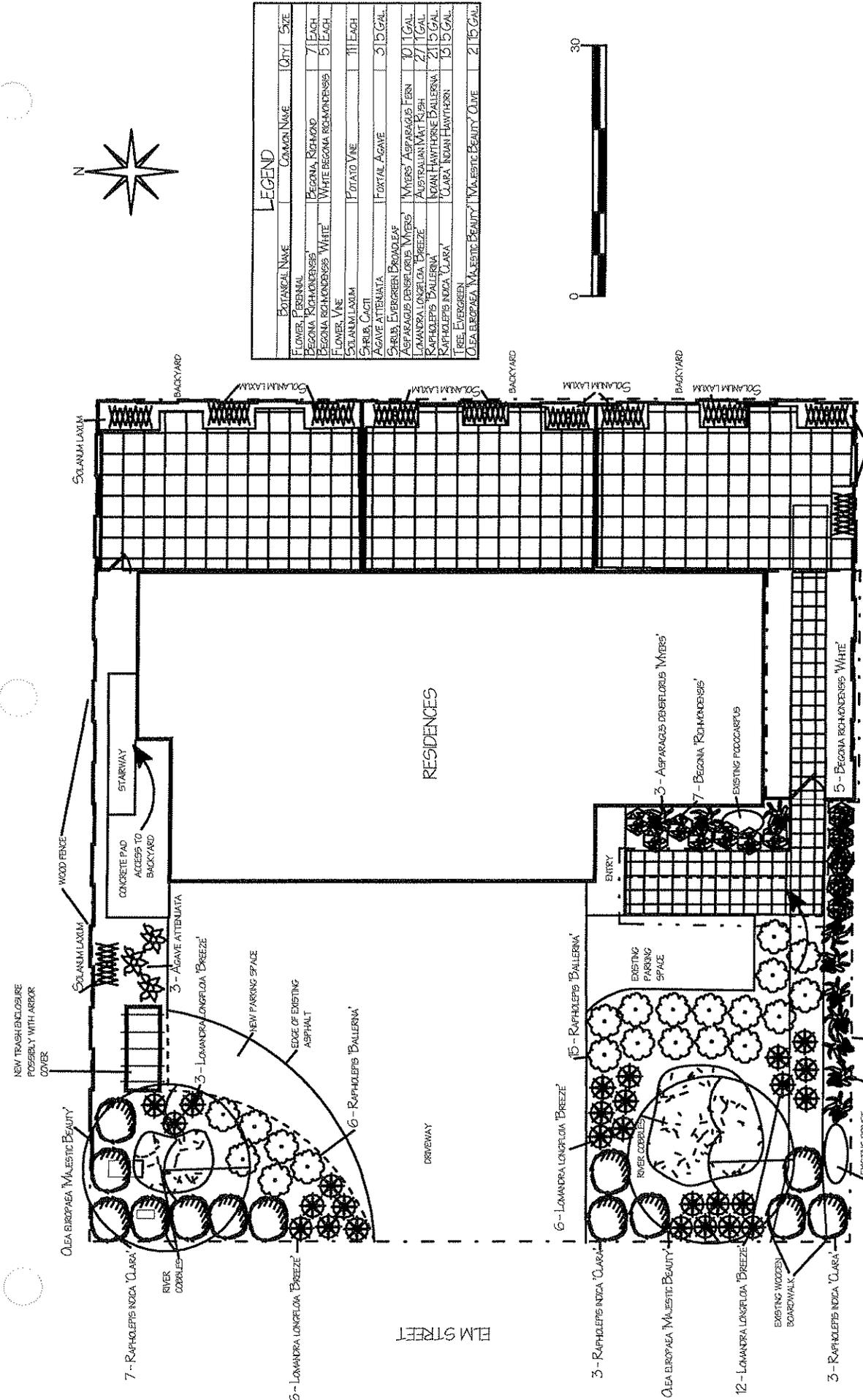
I certify on behalf of Family Care Network, Inc. non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Fund Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

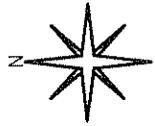
Date: 12-4-15

Signature: BC Boy
Executive Director or Designee

Boete
Board of Director or Officer



BOTANICAL NAME	COMMON NAME	QTY	SIZE
FLOWER PERENNIAL			
BEGONIA RICHMONDISIS	BEGONIA RICHMONDISIS	7	EACH
BEGONIA RICHMONDISIS 'WHITE'	WHITE BEGONIA RICHMONDISIS	5	EACH
FLOWER VINE			
SOLANUM LAXUM	POTATO VINE	11	EACH
SARIS, CACTI			
AGAVE ATTENUATA	FOXTAIL AGAVE	3	15 GAL.
SARIS, EVERGREEN BROADLEAF			
ASPARAGUS DENSIFLORUS 'MYERS'	MYERS' ASPARAGUS FERN	10	1 GAL.
LOMANDRA LONGIFOLIA 'BREEZE'	AUSTRALIAN MAT RUSH	2	1 GAL.
RAPHIOLEPIS 'BALLERNA'	INDIAN HAWTHORNE BALLERNA	2	15 GAL.
RAPHIOLEPIS INDICA 'CLARA'	CLARA INDIAN HAWTHORN	15	5 GAL.
TREE EVERGREEN			
OLEA BIRAPAEA 'MAJESTIC BEAUTY'	MAJESTIC BEAUTY OLIVE	2	15 GAL.



- SEVERAL OPTIONS IN THIS AREA
- REUSE WOODEN BOARDWALK BY REMOVING FRONT SECTION AND TURNING ADJACENT TO EXISTING PARKING SPACE
 - DO THE ABOVE AND ALSO SHORTEN THE BOARDWALK IN THE BACKYARD TO END AT THE CORNER OF THE RESIDENCE
 - PAVE BACK YARD WITH PAVERS AND/OR ALSO THE SIDE YARD AND FRONT AREA ADJACENT TO PARKING SPACE, CREATING A SMALL PATIO, AND ELIMINATING THE WOODEN BOARDWALK ENTIRELY.

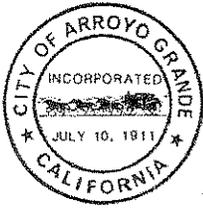
- MULCH
- ALL PLANTED AREAS AND SIDE YARDS TO BE MULCHED WITH GROLLIA HAIR

Landscape Design by: Mary Hertel
Arroyo Grande in Bloom

Landscape Plan: 1 of 1
Family Care Network

Scale: 1/16" = 1'

Revision #: 11/23/2015



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections (use additional sheets as necessary):

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: (must be the local branch)

5Cities Homeless Coalition (5CHC)
Mailing Address: P.O. Box 558, Grover Beach, CA 93483
Location: 1052 East Grand Avenue, Suite A, Arroyo Grande, CA 93420

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS AND TELEPHONE NUMBER:

(must be the Executive Director or their designated representative)

Janna Nichols, 5CHC Executive Director
P.O. Box 558, Grover Beach, CA 93483
805-574-1638

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

5Cities Homeless Coalition works to strengthen the south SLO County community by mobilizing resources, support, and hope for the homeless and those facing poverty. Ending homelessness involves making sure people are healthy, well-nourished, and adequately prepared to find jobs and that they have adequate housing available. 5CHC works with service-providing organizations, the faith community, service groups and community leaders to assess current services and opportunities for collaboration to provide for immediate needs (not currently being met) that lead toward self-sufficiency. Efforts are targeted at working with homeless families in South County, in partnership with other service providers, to ensure these clients receive guidance to access appropriate benefits, know of and make use of community resources, such as food pantries and other services, and then provide them the additional resources that may be needed to re-house them. Oftentimes 5CHC provides limited short-term financial assistance as a first step in their path to stabilization, but always with the long view of self-sufficiency.

5CHC's referral and client support services are heavily dependent on staff and volunteer time to make the connections needed to help families in crisis find immediate services and transition into stable housing if needed. 5CHC is bringing together strong community partners to collaborate on this project and the programs to address gaps in the current network of services.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: (include brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande)

5CHC serves the communities of southern San Luis Obispo County, including Arroyo Grande, Grover Beach, Oceano, Pismo Beach and Nipomo. These services, which are made available to residents of all of these communities, are made possible in part through the financial support of individuals, businesses, service clubs and the faith community in all parts of the South County, including Arroyo Grande. Volunteers from throughout the South County support the work of 5CHC. In Arroyo Grande in September, for example, the third annual Empty Bowls fundraiser benefiting 5CHC was held at St. Patrick's Catholic Church with the help of hundreds of volunteer servers, artists, restaurants and donors.

More than half of the agency's financial revenue comes from county-wide, state-wide and even federal grant sources that 5CHC, as a successful convenor and collaborative partner with other local community providers, is able to secure. A recent example is a grant from the Veteran's Administration that 5CHC, in partnership with Good Samaritan Shelter will use in 2015 to provide homeless prevention and rapid rehousing services for homeless South County veterans and their families. It is the nature of these grants, however, that the funds are most often earmarked for direct expenses such as security deposits, rental assistance, and immediate personal needs.

Funds for general operating support, including salaries and wages to provide referral and other client support services, is in short supply but sorely needed to help families in our South County service area.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: (broken down by age groups if available)

Following are examples of services provided by 5CHC in the past year specifically to Arroyo Grande (AG) residents: 5CHC provided the financial assistance (generally security deposit and up to six month's rent) for 9 homeless families that 5CHC has helped to move into housing; last winter, more than 33 shelter nights were provided at the warming center that 5CHC established in AG during a period of particularly cold weather; 5CHC assisted 3 households with utility assistance; and 5CHC helped more than 100 families from AG in the last year through its referral and client support services providing financial assistance, immediate needs, housing assistance and referral to other services.

VI. AMOUNT OF FUNDS REQUESTED:

\$1,500

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: (indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries)

Grant money will be used to fund the referral and client support services that the 5CHC staff provides to families in crisis, including those living in Arroyo Grande, by connecting them with immediate services and helping them transition into stable housing. Clients include families with children; veterans; the "working poor"; homeless men, and many others. Calls come into the 5CHC office every day seeking help from community partners on behalf of their clients, and from individuals and families who often don't know where to turn or where to begin to look for help. 5CHC staff serve as a source of knowledge and referral, move as many as possible into case management, and arrange for funding to meet immediate personal and/or housing needs, such as deposit and rental assistance or eviction prevention. Grant funds will be used solely for payroll expenses for those staff who provide direct referral and client support services.

VIII. ADDITIONAL DOCUMENTATION: (if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized)

2014, \$1,500: Used to fund the referral and client support services that the 5CHC staff provides to families in crisis, including those living in Arroyo Grande, by connecting them with immediate services and helping them transition into stable housing.

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) year's financial statements, including the current year with the balance and the profit/loss statements.
sheets
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

X. CERTIFICATION:

I certify on behalf of 5Cities Homeless Coalition non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

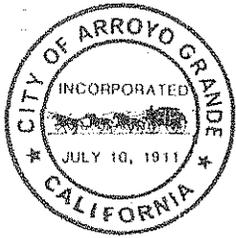
I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Fund Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: December 11, 2015

Signature: _____


Executive Director or Designee


Board of Director or Officer



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections: *(use additional sheets as necessary)*

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: *(must be the local branch).*

**Five Cities Meals on Wheels
P.O. Box 156
Pismo Beach, CA 93448**

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER: *(must be the Executive Director or their designated representative).*

**Susan Brenner, Executive Director
P.O. Box 156 (email: 5cmowpb@att.net)
Pismo Beach, CA 93448 (805)773- 2053**

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

We are a non-profit organization, that has served a hot meal to homebound clients in the Five Cities area for the past 40 years. Clients that are qualified as homebound, either temporarily or long-term sign up to receive a hot meal, delivered to their door. Our services make quite an impact on our clients, sometimes serving as the only person they may see that day, and for some, the only food they have for the day. Our services also allow many clients to remain in their homes longer, as they are able to get the much needed food they need, and no longer are capable in most cases of cooking for themselves, due to medical conditions that do not allow them to stand for prolonged periods of time.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: *(include a brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande).*

Five Cities Meals on Wheels serves Arroyo Grande, Grover Beach, Oceano, Pismo Beach, and Avila Beach. Most of our clients, currently, 48.7% of our clients reside in Arroyo Grande. With the help of referrals from Arroyo Grande Hospital, Social Workers, and Caring neighbors, we learn of people in the city of Arroyo Grande who are not receiving the daily nutrition they need.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: (broken down by age groups if available).

The number of residents we currently serve is 36 every day, Monday through Friday or 8,640 meals per year. Almost all of our clients are between the ages of 66 and 95 and 64% of our clients are between the ages of 80 and 95. We served an additional 15 residents on a temporary basis throughout 2015.

VI. AMOUNT OF FUNDS REQUESTED:

\$6,000

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: (indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries).

We have a shortfall of funding of \$24,960 for the City of Arroyo Grande. Since we realize others will be applying for funding as well, we would like to request \$6,000 which will help us offset the cost of the meals we are serving in Arroyo Grande.

VIII. ADDITIONAL DOCUMENTATION: (if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized).

We received grant funds from Arroyo Grande in 2012 for \$5,000 that we used to serve Arroyo Grande residents in need of meals.

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) years financial statements, including the current year with the balance sheets and the profit/loss statements.
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

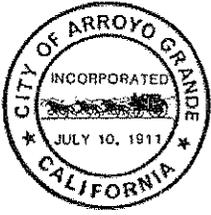
X. CERTIFICATION:

I certify on behalf of Five Cities Meadon Wheels non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/10/15 Signature: Susan Brown
Executive Director or Designee

Gale Weiss
Board of Director or Officer



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections (use additional sheets as necessary):

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: (must be the local branch)

Peoples' Self Help Housing Inc.
3533 Empleo St.
San Luis Obispo, Ca. 93401

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS AND TELEPHONE NUMBER:

(must be the Executive Director or their designated representative)

John Fowler, President/CEO
3533 Empleo St
San Luis Obispo, Ca 93401

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

Peoples' Self Help Housing provides affordable housing for low income families, seniors, and special needs persons. We also provide programs and resident services that help our residents become more sustainable and break the cycle of poverty.

All services and programs are free to our tenants. In Arroyo Grande at Courtland Street Apartments we have a Youth Education Enhancement Program (YEEP), providing after school academic and enrichment programs for our residents ages K-12th grade. The program is a year round program held Monday- Friday 2p.m.-6p.m. We also have a licensed social worker on site for our students and their families.

The goal is to provide support to our families so that they can continue to see improvement and success in their lives. The beautiful affordable housing is the first step. Our programs help our residents maintain their housing and help them plan for the success to come.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: (include brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande)

Peoples' Self Help Housing has 45 apartment complexes in the tri -counties (San Luis Obispo, Santa Barbara and Ventura) totaling 1600 affordable units.

In Arroyo Grande we built and manage:

Oak Forest Apartments- 20 unit multi-family apartments -1997
Cawelti Court- 28 unit senior property -1996
Juniper Apartments-14 unit multi-family apartments- 2000
Courtland Street Apartments- 36 unit multi-family apartments- 2014

Our properties are well constructed and beautifully landscaped. We are good neighbors and a positive partner in the community.

We provide housing that is affordable and attractive for people working and living in Arroyo Grande.

Our services and programs benefit the community. Our enrichment activities are open to all AG residents.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: (broken down by age groups if available)

0-5 34
6-17 92
18-64 141
65+ 47

VI. AMOUNT OF FUNDS REQUESTED:

\$5,000

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: (indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries)

PSHHC is requesting funds for educator salaries, field trips, supplies and final project for our Summer Youth Education Enhancement Program- Read to Lead. Our after school program supported by the city of Arroyo Grande last year was very successful. Eighty seven percent of the children attended on a daily basis. Of those children, 100% improved in Math and Language Arts. It is our goal to continue our program during the summer with a focus on literacy for the whole family. Our Read to Lead Summer Program is a 6 week, evidenced based, on line, individualized program. We are using it at other YEEP sites and are having much success. The 40 students and their parents will have access to the program during YEEP hours and can also access the program from home. Our two trained educators will work with students Mon- Thursday 12pm-4pm. All students are expected to reach grade level reading by the end of the 6 week program. Fridays will be field trip days and library downloads for students on their individual kindles. They can then take the kindles home during the weekend and read on their own. Parents will also sign up for the program.

VIII. ADDITIONAL DOCUMENTATION: (if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized)

Peoples' self Help Housing received \$4,000 for the 2014-2015 school year. The funds were used to start the Youth Education Enhancement Program at Courland Street Apartments.

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) year's financial statements, including the current year with the balance and the profit/loss statements.
sheets
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

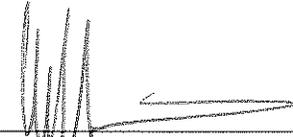
X. CERTIFICATION:

I certify on behalf of Peoples' Self-Help Housing non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Fund Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/11/15

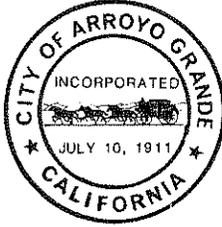
Signature: 
Executive Director or Designee


Board of Director or Officer

Applicant: Peoples' Self - Help Housing
Project: Summer Youth Education Enhancement Program - Read to Lead

Budget

Category	Amount
Wages/Benefits: 2 Educators at 20 hours per week for 6 weeks	\$ 4,276
Supplies: Kindle books	200
Field Trips	324
Final Project	200
Total Expenses	\$ 5,000



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections: (use additional sheets as necessary)

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION:

San Luis Obispo Chapter 597 of SCORE
4251 S. Higuera Street Suite 800
San Luis Obispo, CA 93401

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER:

Horace Morana – Director of Marketing and Public Relations
4251 S. Higuera Street Suite 800 San Luis Obispo, CA 93401
horacem@charter.net – (805) 471-3881

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

San Luis Obispo County SCORE is the local chapter of the national SCORE organization. Locally we offer free mentoring services and free workshops to clients that are considering starting a small business or already have a business that they are looking to grow. We service the entire SLO County area plus the Santa Maria Valley. The clients that we help include small business owners, individuals preparing to form a new company and anyone with an idea for a new product or service that needs professional advice. We have 25 active SCORE mentors. Although many of our volunteers are retired, some volunteers are still working and are also volunteering for SCORE.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION:

Many of our SCORE clients come from the City of Arroyo Grande. While our primary office and workshop site is located within the City of San Luis Obispo, many of our clients come from the Five Cities area. We have 5 mentors who live in AG, one mentor lives in Nipomo and 1 mentor lives in Grover Beach. When we have a follow on meeting with those clients those meetings are routinely held in the Arroyo Grande area. In 2015 we attended the AG Chamber Business Expo. Four new clients signed up for mentoring during the event. We will be attending once again in 2016.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION:

For our fiscal year that ended September 30th, SCORE San Luis Obispo had a total of 642 client sessions (278 new sessions and 336 follow on sessions). We also had 544 clients and perspective clients attend our workshops. Not all our clients list where they live. Of those who listed, 24 came from the City of Arroyo Grande some of whom were mentored multiple times.

VI. AMOUNT OF FUNDS REQUESTED: \$500

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS:

Funds will be used in the following ways:

To provide clients with copies of our printed booklets, publications, workshop materials and educational software for the 5 workshop that we are currently offering. Those workshops are: "Starting a Business", "Creating a Business Plan", "Online Marketing to Grow Your Business", "Marketing Using Social Media" and "Marketing through Website, Keywords and Blogs".

To continue to update our ability to make online data and resources, training and information more accessible to clients.

To recruit and train additional SCORE volunteers that provide the mentoring and workshop services needed by our clients throughout the County.

To reach more clients in the local community we serve, including the City of Arroyo Grande.

VIII. ADDITIONAL DOCUMENTATION:

In 2015 we received \$450. Those funds were used to help create three (3) new workshops: "Online Marketing to Grow Your Business", "Marketing Using Social Media" and "Marketing through Website, Keywords and Blogs".

IX. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) years financial statements, including the current year with the balance sheets and the profit/loss statements.
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

X. CERTIFICATION:

I certify on behalf of SCORE non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies

Date: 11/29/2015 Signature: [Signature]
Executive Director or Designee

[Signature]
Board of Director or Officer



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections: *(use additional sheets as necessary)*

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: *(must be the local branch).*

Senior Nutrition Program of San Luis Obispo County, 2180 Johnson Avenue, San Luis Obispo, CA 93401

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER: *(must be the Executive Director or their designated representative).*

Elias Nimeh, Executive Director; 2180 Johnson Avenue, San Luis Obispo, CA 93401; 805-541-3312

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

The Senior Nutrition Program of SLO County provides free, hot, nutritious noon-time meals to seniors who are at least 60 years old. Seniors who are able to attend can eat meals at 10 community sites throughout the county in congregate dining. We also deliver meals, with frozen meals for Saturday and Sunday, to qualified seniors who are homebound. We rely on over 250 volunteers to deliver meals. We are the only program serving senior meals throughout San Luis Obispo County and the only program that includes congregate dining and an opportunity for socialization among the seniors. All of our meals are free to those who are eligible, although some clients choose to make voluntary anonymous donations. Our program has three goals: nutrition, socialization, and safety. Both the congregate dining and the home delivery provide socialization and human contact to help break the cycle of isolation. Finally, the daily home deliveries by volunteers, along with regular assessments by site supervisors, provide both friendly human contact and a safety net from accidents or physical or financial abuse. All staff and volunteers are mandated to report any suspected abuse.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: *(include a brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande).*

SNP has its administrative offices and central kitchen at the San Luis Obispo address given above. We serve congregate and home-delivered meals at ten dining sites throughout the county: in San Luis Obispo at the Anderson Hotel and the United Church of Christ Congregational; Atascadero; Cambria; Los Osos; Morro Bay; Nipomo; Oceano; Paso Robles; Santa Margarita. We serve residents of Arroyo Grande through our dining site in Oceano. In fiscal year 2014-2015, Senior Nutrition Program served a total of 84 unduplicated clients in Arroyo Grande. Of these, 52 received home-delivered meals and 32 participated in congregate dining. These Arroyo Grande seniors received 8,492 meals in fiscal year 2014/15, at a total cost of \$75,154. The average donation from seniors last year was \$.90 per meal.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: *(broken down by age groups if available).*

As mentioned in question IV, in fiscal year 2014-2015, Senior Nutrition Program served a total of 84 unduplicated clients in Arroyo Grande. Of these, 52 received home-delivered meals and 32 participated in congregate dining. All of our clients are 60 years of age or older.

VI. AMOUNT OF FUNDS REQUESTED:

We are requesting grant funding in the amount of \$5000.

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: *(indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries).*

Senior Nutrition Program will use the \$5,000 grant to help cover the cost of food, food containers, and labor costs for seniors in the Arroyo Grande community. Grant funding in the amount of \$5000 will provide meals for 5 new seniors in need of good nutritious hot lunch on a daily basis in the Arroyo Grande community. The cost of food and food supplies, including labor costs, usually makes up 60% of our total budget.

SNP total annual administrative salaries make up 15% of the total budget.

Budget Plan

Food and Food Supplies	\$1,100
Labor & Benefits	\$3,000
All other costs	\$900
Total	\$5,000 (cost of meals to 5 seniors for full year.)

VIII. ADDITIONAL DOCUMENTATION: *(if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized).*

In 2012, Senior Nutrition Program received \$2501 in CDBG funding from the city of Arroyo Grande. The funds were used to purchase food and food containers for program clients in Arroyo Grande. In 2014 Senior Nutrition Program received \$3000 from the Arroyo Grande Community Service Grant Program. The funds were used to purchase food and food supplies for program clients in Arroyo Grande.



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections: *(use additional sheets as necessary)*

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: *(must be the local branch).* SLO Noor Foundation, 1428 Phillips Lane, Ste, B4, San Luis Obispo, CA. 93401.

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER: *(must be the Executive Director or their designated representative).* Dr. Consuelo Meux, Executive Director, 1428 Phillips Lane, Ste., B5 San Luis Obispo, CA. 93401, drmeux.slonoor@gmail.com 805-548-0893

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED: The SLO Noor Foundation provides direct social services to community residents in the form of free quality acute, non-emergent healthcare regardless of race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition or age, as long as the person is uninsured. Our free clinic is also unique in that our range of services includes vision and dental care, there are no exclusions based on immigration/citizenship status and enrollment in MediCal is not required. Our program provides a medical "Home" to uninsured adult members of SLO County and the Arroyo Grande (AG) community who are most likely to skip or postpone treatment because they cannot afford insurance (even with tax credits now offered via the ACA), or the out of pocket costs charged at sliding-scale clinics. We also serve as an alternative to those uninsured AG residents who might have previously sought care for non-emergencies at local emergency rooms. With an emphasis on preventative care, we offer primary care exam/treatments/lab services and on-going supervision of chronic illnesses, plus vision, dental, physical therapy, health education, and supportive auxiliary services (such as medication assistance and social services/case management). Our in-house lab work has been compared to a respected local diagnostic facility that charges MediCal rates for the comprehensive range of moderate complexity lab testing we perform. Had the lab tests we perform in-house been outsourced, the cost to produce would have been 600% higher. Our patients include a mix of small business owners, employees, job seekers, the homeless, parents and mentors of our youth, adult children who are

caregivers to elderly parents, and one person households, to name a few. The clinic is staffed by 75 core licensed/credentialed medical professionals who volunteer on a rotating basis. Nearly 300 other community volunteers donate their expertise to the daily operations. There are only 6 paid staff (3 FT; 3 PT).

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: *(include a brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande).* In 2014, there were over 3700 patient encounters at our clinics of people from throughout SLO County. Of those, 72% were established/repeat patients. As of the 3rd quarter of 2015, there were over 2990 total patient encounters from throughout SLO County. In 2014 and 2015 to date, there were 308 patient encounters with Arroyo Grande residents who received direct services from our clinics. Our statistics of patients from Arroyo Grande show 55% were employed or underemployed, approximately 38% were unemployed, 7% were disabled, retired, or homeless. Ethnically, 65% were Caucasian, 21% were Hispanic, and 14% were of other nationalities. Arroyo Grande residents were seen for general health check-ups, cardiovascular disease, diabetes, injuries, respiratory ailments, eye exams and glasses and dental care. All received regular follow up care to help control chronic illnesses and were given routine labs to track their progress. When necessary, patients were referred to our volunteer specialist physicians including a cardiologist, orthopedic physician, and others.

NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: *(broken down by age groups if available).* SLO Noor Clinics serve adults ages 18 and over who are uninsured. We have directly served the medical, eye and dental needs of AG citizens since 2011 when we became better staffed to reach more people. We conservatively estimate the value of services received by AG residents from 2011 through April 2015 at \$820,572.00. We currently provide space for a representative from the Alliance for Pharmaceutical Access who provides name brand pharmaceuticals to the uninsured. Estimated free drugs provided to AG residents through this collaboration in 2014 - 2015 were \$302,072.32. According to California Demographics, the population of Arroyo Grande is 17,908 people with 7.4% (around 1325) of those citizens at the poverty level. There are many uninsured and underserved individuals in Arroyo Grande, with an average income of \$1,003.43 in a 2-person household. In 2014 - 2015 SLO Noor had 308 direct patient encounters with AG residents, or almost 23% of AG citizens with the least resources. Age groups served:

18-25 (7), 26-35 (28), 36-45 (63), 46-55 (115), 56-65 (82), 66 (13). The demand on our services is expected to increase annually which will increase our need for assistance to meet that demand. We are requesting assistance from the City of Arroyo Grande in order to increase the amount of residents we can serve from AG. Our request includes increasing medical supplies, in-house lab test supplies, outsourced lab testing and specialty treatments dedicated to AG residents. We also ask for a small impact on the salary of the physician assistant who would be the first medical contact providing direct services to AG patients. We are proposing an outreach program to create collaborations with other agencies and services in AG to provide information directly to those who most need our services to increase those served and to determine how and where we might begin to bring direct services to AG on a periodic basis to increase direct services delivery.

(Source: <http://www.california-demographics.com/arroyo-grande-demographics>).

V. AMOUNT OF FUNDS REQUESTED: Request of \$3500 dollars for medical supplies, lab and specialty testing and treatments, direct medical professional services, and outreach program, to increase the amount of AG residents who will receive direct services of medical, eye, dental and specialty services from SLO Noor Foundation Free Clinics.

VI. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: *(indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries).*

Use of Funds Requested:

A. Medical Supplies/in-house labs	\$1250
B. Discounted Diagnostic Tests/ Specialty Treatments	1250
C. Salary of Physician Assistant	500
D. Outreach to increase Arroyo Grande Patients/look for ways to deliver direct services	500
E. Total Requested	\$3500

A. Medical Supplies/In-House Lab Tests: Provide medical supplies needed for all patient encounters as well as lab test kits to conduct in-house lab test kits for AG patients. Every patient encounter requires basic medical supplies and materials per person. In-house tests provide the first analysis of possible medical conditions of patients. Many patients have never had medical services or have gone long periods of time without services or treatments. Our in-house panel of tests provides an early diagnosis of potential issues and serves as a framework for treatment or follow up services.

B. Discounted Diagnostic Tests/Specialty Treatments: Through collaborations with Sierra Vista Hospital and Radiology Associates diagnostic testing is provided for our uninsured patients. Even though these are at discounted rates, the cost can be substantial for SLO Noor Foundation. These tests are often imperative to properly

diagnose health issues and are not covered through our in house lab work. While we strive to focus on preventative medicine, many patients come to the clinic with a chronic condition that requires more advanced testing that would not be available to those we serve without our coverage of these tests.

C. Assist Physician Assistant (PA) Salary: To assure regular clinic services a Physician Assistant is hired for 20 hours a week. Volunteer professionals (doctors, optometrist, specialists, etc.) and community volunteers assist with additional hours and services. Most patients have their first encounter with the PA who provides the initial exams, orders first lab tests, and through consultation with the Medical Director, may order additional testing or services. Due to the nature of our services, the PA position is considered a direct service program expense for SLO Noor Foundation.

D. Outreach & Marketing to AG Program: To increase the amount of AG residents who are informed of the availability of these health services, a marketing and outreach program to AG residents will be developed. According to California Demographics, 7.4%, (approximately 1325) of Arroyo Grande residents live in poverty. Our outreach project would be to form collaborations with AG organizations, public services, and media who can reach potentially uninsured residents to provide information on our free medical, eye and dental services to increase the amount of AG residents who would access our services. AG residents have traveled to San Luis Obispo for services. A part of this outreach program would be to research the possibilities of delivering services directly to the AG residents on location in AG.

E. Total Requested: \$3500. Funds will only be used specifically for Arroyo Grande residents as indicated in this request. No overhead, national office, administrative salaries are included.

(Source: <http://www.california-demographics.com/arroyo-grande-demographics>).

VII. ADDITIONAL DOCUMENTATION: *(if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized).*

No funds have been received from Arroyo Grande in the past.

VIII. SUPPLEMENTAL DOCUMENTATION:

- Past two (2) years financial statements, including the current year with the balance sheets and the profit/loss statements.
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.
- Breakdown and description of non-profit organization's sources of revenue.

- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

IX. CERTIFICATION:

I certify on behalf of SLO Noor Foundation, non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12-10-2015 Signature: *Constance Mary D. Executive*
Executive Director or Designee *Director*

Board of Director or Officer



**CITY OF ARROYO GRANDE
COMMUNITY SERVICE GRANT PROGRAM
APPLICATION FORM
2015-16**

Please complete the following sections: (use additional sheets as necessary)

I. NAME AND ADDRESS OF NON-PROFIT ORGANIZATION: (must be the local branch).

Transitions-Mental Health Association
784 High Street San Luis Obispo, CA 93401
On behalf of Life House of Arroyo Grande
203 Bridge Street Arroyo Grande, CA 93420

II. GRANT APPLICANT REPRESENTATIVE'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER: (must be the Executive Director or their designated representative).

Barry Johnson, Division Director – Rehabilitation & Advocacy Services
Transitions-Mental Health Association
784 High Street San Luis Obispo, CA 93401
bjohnson@t-mha.org
(805) 540-6540

III. DESCRIPTION OF COMMUNITY SERVICES PROVIDED:

Safe Haven Wellness Center is a supportive, safe meeting place with regular activities designed to promote social interaction, independence and mental health recovery. These include programs in interpersonal relationships, effective communication and conflict resolution, and the accessing of community resources (therapeutic, health, vocational, educational). Individuals with mental illness can participate in regular meals and snacks, receive medical education, gain support toward their life goals, enjoy recreational activities, connect with others living with mental illness, and serve as peer resources. Many have the opportunity to develop leadership skills by participating in the Program's operations, and can earn stipends and incentives by working as Peer Hosts.

IV. LIST AREA(S) SERVED BY NON-PROFIT ORGANIZATION: (include a brief description of the relationship of your non-profit organization to the residents of the City of Arroyo Grande).

Transitions-Mental Health Association serves all of San Luis Obispo County and portions of North Santa Barbara County. We have operated a Wellness Center in the City of Arroyo Grande for 35 years, and Safe Haven opened its doors at its current location on Bridge Street in 2007. We also provide access to SLO Hotline (a 24-hour crisis and support service phone line), as well as supportive housing that is located in the City of Arroyo Grande and family support services.

V. NUMBER OF CITY OF ARROYO GRANDE RESIDENTS SERVED BY NON-PROFIT ORGANIZATION: *(broken down by age groups if available).*

Safe Haven Wellness Center had 140 unique participants in the last fiscal year, participating in meals, support groups, and other activities. Our consumers are either Transitional Age Youth (18-25) or Adults.

VI. AMOUNT OF FUNDS REQUESTED:

\$1,500.00

VII. PROPOSED USE AND BUDGET PLAN FOR GRANT FUNDS: *(indicate if any of the grant funds will be used for any other purpose than those designated such as overhead, national office, administrative salaries).*

A \$1,500 Arroyo Grande Community Service Grant would fund a new Computer Skills Workshop in the Safe Haven Wellness Center. Many adults with mental illness are challenged to develop job skills and keep themselves better connected to the community at large, as well as their family and social circle through new social media avenues. A Computer Skills Workshop will provide the opportunity for 15-20 adults with mental illness to work directly with an instructor and develop new and valuable skill sets. \$1,500 will pay for 100 hours of one-on-one instruction, with most participants receiving 2 hours of instruction a week for 2-3 weeks.

VIII. ADDITIONAL DOCUMENTATION: *(if you have received funds in the past, please indicate the amount of funds received (indicate what year) and how the funds were utilized).*

This is our first time applying for funds, and we thank you for the opportunity.

IX. SUPPLEMENTAL DOCUMENTATION:

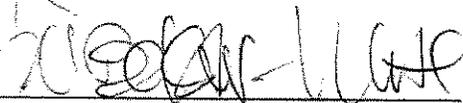
- Past two (2) years financial statements, including the current year with the balance sheets and the profit/loss statements.
- Information indicating the percentage of revenue received that is used for administration, salaries, and program costs.

- Breakdown and description of non-profit organization's sources of revenue.
- Proof of 501(c)(3) status with a copy of the letter from the IRS.
- Copy of the non-profit organizations Board of Directors, Officers and an organization chart.

X. CERTIFICATION:

I certify on behalf of Transitions-Mental Health Association (TMHA) non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

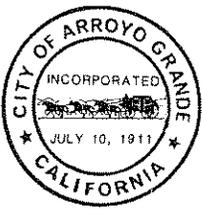
I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2016 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 11/17/15 Signature: 

Executive Director or Designee



Board of Director or Officer



Arroyo Grande Community Service Grant Program Ranking Sheet

NAME OF GRANT APPLICANT:			
Scoring Category	Possible Points (100 total)	Points Awarded	Comments
<p>Meets minimum criteria?</p> <p><input type="checkbox"/> Is a non-profit (proof of 501(c)(3) status with copy of letter from IRS).</p> <p><input type="checkbox"/> Serves AG community.</p> <p><input type="checkbox"/> Use funds directly to provide a social service, educational, cultural, beautification or recreation program/project in AG.</p> <p><input type="checkbox"/> Doesn't restrict participants based upon race, religion, gender, etc.</p> <p><input type="checkbox"/> Doesn't use funds for religious activities.</p>	n/a	n/a	If the application does not meet the minimum criteria, the application is ineligible for grant funding.
<p>Complete application?</p> <p><input type="checkbox"/> Description of community services provided.</p> <p><input type="checkbox"/> Relationship of non-profit to the community.</p> <p><input type="checkbox"/> Membership information – approx. # of AG residents served.</p> <p><input type="checkbox"/> Amount of funds requested.</p> <p><input type="checkbox"/> Complete project description and budget plan.</p> <p><input type="checkbox"/> Past 2 years financial statements (profit/loss statements, % revenue used for administration, salaries and program costs).</p> <p><input type="checkbox"/> Information on annual sources of revenue received.</p>	20		
<p>Responsiveness in clearly stating the benefits to be derived by the residents of AG.</p>	20		
<p># of AG residents by age group served by the non-profit (including geographic area(s) and total # of clients served by the non-profit).</p>	10		

NAME OF GRANT APPLICANT:			
Scoring Category	Possible Points (100 total)	Points Awarded	Comments
Non-profit's history of providing community services to the residents of AG.	20		
Non-profit's financial need for grant funds to service AG residents.	20		
Ability to complete project in a timely manner (preferably within 1 year of grant award).	10		
Total Points:	100		
Amount of Funding Requested:			
Amount of Funding Recommended: (a total of \$20,000 is available with this grant program)			



MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR

BY: MATTHEW DOWNING, ASSOCIATE PLANNER

SUBJECT: CONSIDERATION OF STAFF PROJECT 15-012; A PUBLIC ART SCULPTURE ENTITLED "ARBORING OUR ROOTS OF DIVERSITY"; LOCATION - 495 FAIR OAKS AVENUE; APPLICANT - FIVE CITIES DIVERSITY COALITION; REPRESENTATIVE - BETSY KISER

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended the City Council allow public comment and provide input on the proposed sculpture.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The City has committed to \$500 in funding for the project. No other impacts to financial or personnel resources are anticipated for the project.

BACKGROUND:

In 2002, the City Council approved staff recommendations for an Art in Public Places Program and Process. The recommendations were prepared with the assistance of the San Luis Obispo County Arts Council. It was largely in response to community controversy that was generated by a public art piece that was displayed by a private developer in the Village. An Art Donation Program was approved by the City Council in 2006. In 2011, the Public Art Guidelines were amended regarding the Art in Public Places Program and limited the process only to private projects. The City's current Guidelines are included in Attachment 1.

In January 2013, Arroyo Grande Public Art (AGPA) was established as a program within Arroyo Grande In Bloom (AGIB), a non-profit volunteer organization. Four (4) public art pieces have been approved to date. The first public art piece approved was the mural at 303 E. Branch Street on May 2, 2014, second was the Japanese Lantern sculpture located at the Peoples Self Help Housing apartments at 150 South Courtland Street, and the third and fourth pieces included the Northern Chumash basket and the Harriet Quimby relief bench on the City's "Walk of History".

**CITY COUNCIL
CONSIDERATION OF STAFF PROJECT 15-012
MARCH 8, 2016
PAGE 2**

ANALYSIS OF ISSUES:

The proposed arbor sculpture is being proposed by the Five Cities Diversity Coalition (FCDC). The FCDC was formed to promote human understanding of the intersections of gender, ethnicity, race, sexual orientation, age, physical and mental abilities, socioeconomic status, physical attributes, as well as all other personal and social characteristics that comprise individual identity. The goal is to provide programs and resources to promote the inclusion and affirmation of diversity in the community.

The FCDC is proposing the "Arboring Our Roots of Diversity" sculpture to recognize the importance of diversity and communicate the message of unity, acceptance, and the celebration of diversity through a public art piece. The sculpture itself is proposed to be a metal and concrete sculpture design depicting a tree shape, a maximum of twelve feet (12') in height, with branches holding leaf shapes grouped to form the continents of the world. Five (5) roots will extend to the base, displaying the words Heritage, Individuality, Culture, Unity, Community, Education, Diversity, and Peace. The sculpture is proposed to be located at Arroyo Grande High School, in front of the Clark Center on the Fair Oaks Avenue frontage. Approval of the art location was given by Lucia Mar Unified School District School Board on January 19, 2016. The piece has been designed by three current and former Arroyo Grande High School students, who will participate in the construction of the art piece as well.

Review Process Under Public Art Guidelines

In accordance with the City's Public Art Guidelines, the art project decision is made by the Public Art Panel after a City Council public hearing, intended to solicit public and Council input. The Public Art Panel for this project will include the following:

- Two representatives from the property owner.
- Two representatives from the San Luis Obispo County Art Council.
- One representative from the Architectural Review Committee.
- One representative from the Chamber or Village Improvement Association.
- One representative from the South County Historical Society.

The intent of establishing the process was to ensure that public art projects were sensitive to community concerns, but to avoid government censorship of art. The primary focus was on private projects in public view. Council's role is to facilitate public input prior to a decision by the Public Art Panel.

The following criteria are used in the selection of public art, which was also developed by the San Luis Obispo County Arts Council:

1. Relationship to the social, cultural and historical identity of the area. If the public art is proposed to be located in the Village Core Downtown or Village Mixed Use

**CITY COUNCIL
CONSIDERATION OF STAFF PROJECT 15-012
MARCH 8, 2016
PAGE 3**

Districts, the art piece shall be representative or evocative of the turn of the century historical period;

2. Evaluation of artistic excellence;
3. Appropriateness of scale, form, material, content and design relative to the immediate and general neighborhood;
4. Relationship to the social, cultural and historical identity of the area;
5. Appropriateness of proposed materials as regards to structural and surface integrity, protection against vandalism, public safety and weathering;
6. Ease of maintenance;
7. Appropriateness of proposed method of installation of artwork and safety and structural factors involved in installation;
8. Artist's experience in working on comparable projects.

ALTERNATIVES:

The following alternatives have been identified for the Council's consideration:

- Review and provide an opportunity for public comment on the proposed arbor sculpture for consideration by the Public Art Panel; or
- Provide direction to staff.

ADVANTAGES:

Providing review and comment on the proposed arbor sculpture maintains compliance with the procedures in the City's Public Art Guidelines previously approved by Council. Art will enhance the project site and community.

DISADVANTAGES:

No disadvantages have been identified.

ENVIRONMENTAL REVIEW:

In compliance with the California Environmental Quality Act (CEQA), the Community Development Department has determined that this project is categorically exempt based upon section 15301(e) of the CEQA Guidelines regarding existing facilities.

PUBLIC NOTIFICATION AND COMMENTS:

A public hearing notice was mailed to all property owners within 300' of the sites, was published in The Tribune, and posted on the City's website on Friday, February 26, 2016. The Agenda was posted at City Hall on Thursday, March 3, 2016 and the staff report was posted on the City's website on Friday, March 4, 2016. No comments were received prior to agenda distribution.

**CITY COUNCIL
CONSIDERATION OF STAFF PROJECT 15-012
MARCH 8, 2016
PAGE 4**

Attachments:

1. Public Art Guidelines
2. Proposed arbor project description and artist information

Public Art Guidelines And Public Art Donation Program

Adopted by City Council
Resolution No. 3787
October 12, 2004

Ordinance No. 557
October 26, 2004

Amended by City Council
Resolution No. 4411
November 8, 2011

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PUBLIC ART GUIDELINES

Purpose

The purpose of these Guidelines is to create a framework to facilitate and encourage property owners to provide outdoor public art on their property, or, if approved by the Director of Community Development, in the adjacent public right-of-way. For purposes of these Guidelines “Public Art” shall mean art located on private property that is displayed in an open area that is freely available to the general public or public accessibility is provided based upon the characteristics of the artwork or its placement on the site. Artwork may include free-standing pieces (e.g. a sculpture or water fountain) or may be integrated into its surroundings as an architectural element (e.g. relief sculpture embedded in pavement or a wall, a mosaic or mural on a wall, decorative railings or lighting).

These Guidelines are intended to assist artists, citizens and city officials and staff to understand the City’s goals regarding art that is displayed in a manner that is available and accessible to the general public. The City recognizes that art and artistic expression is a protected activity and these Guidelines are not intended to unduly restrict creative expression or limit the types of public art possible. Rather, they are intended to facilitate and encourage the best possible combination of sites and artwork, and help to guide what is essentially a form of communication between the artist and the community.

Process

These Guidelines are applicable to public art projects proposed to be located on private property or by a private owner in the adjacent public right of way. The guidelines and criteria contained herein shall also apply to public art projects on City property, which shall be considered and approved by the City Council, in consultation with the San Luis Obispo County Arts Council, and with the recommendation of the Parks and Recreation Commission if art is proposed to be placed on park property, and are subject to the Public Art Donation Program to the extent applicable.

Public Art Panel

In order to solicit community input and involvement for the consideration and promotion of public art on private property in the City, a Public Art Panel has been established to review all public art. The 7 member panel is made up of the following representatives to be convened as needed (a minimum of 6 members shall be residents or business owners in Arroyo Grande):

- ❖ 2 representatives from the property owner.
- ❖ 2 representatives designated by the County Arts Council.
- ❖ 1 representative from the Architectural Review Committee.
- ❖ 1 representative from the Chamber of Commerce or 1 representative from the Village Improvement Association if the project is within the Village Districts.
- ❖ 1 representative from the Historical Society.

The Public Art Panel will convene to approve public art by a majority vote after the piece or plans are presented at a public hearing held by the City Council for the purpose of obtaining community input. The San Luis Obispo County Arts Council shall act in an advisory capacity to the Public Art Panel.

Guidelines

The following guidelines developed by the San Luis Obispo County Arts Council are intended to facilitate and encourage Public Art that is proposed to be placed on private property or by a property owner on adjacent public right of way within the City:

1. Public art shall be ~~original and~~ of high artistic quality.
2. Public art shall be compatible with the immediate site and neighborhood in terms of social and cultural characteristics, architectural scale, materials, land use and geographical and environmental context.
3. Public art shall not impede pedestrian or vehicle traffic or conflict with public or private easements.
4. Consideration shall be given to any public safety or public health concerns related to, or created by, the artwork.
5. Public art shall be constructed of durable, high-quality materials and require minimal or no maintenance.
6. Public art shall be securely installed.
7. A wide variety of artistic expression is encouraged. However, expressions of profanity or vulgarity are inappropriate.

Selection Criteria

The following are considerations for the selection of public art

1. Relationship to the social, cultural and historical identity of the area;
2. Evaluation of artistic excellence;
3. Appropriateness of scale, form, material, content and design relative to the immediate neighborhood;
4. Appropriateness of proposed materials as regards to structural and surface integrity, protection against vandalism, public safety and weathering;
5. Ease of maintenance;

6. Appropriateness of proposed method of installation and artwork and safety and structural factors involved in installation;
7. Artist's experience in working on comparable projects.

The City or Public Art Panel may consider a revolving art program for a proposed location on an ongoing basis.

Location

Public art is allowed in any district and is strongly encouraged in the Village Downtown, Village Mixed Use, Gateway Mixed Use, Fair Oaks Mixed Use and Public Facility Districts. Promotion of public art visible from intersections within these districts as well as proximate to public gathering areas, plazas and public parking areas is highly recommended.

PUBLIC ART DONATION PROGRAM

Purpose

Public art can provide aesthetic, cultural and economic benefits to the community. The City of Arroyo Grande Public Art Donation Program is a means by which an artist, or an individual or group commissioning an artist, may donate, gift or bequeath public art to the City of Arroyo Grande for location in a city owned public place.

Definition

Public art can be defined as "The engagement of an artist with public place involving original, creative work by an individual or a group." This includes functional and original works of art that also serve as capital improvements, such as, but not limited to seating, fountains, lighting, and free standing art forms. Pre-fabricated manufactured items such as benches, fountains etc. are not considered public art.

Proposal

Proposals should include:

1. A donor application form (See Attachment 1)
2. The artist or donor's name,
3. Title of the work and artist statement
4. Description of the work (such as a photograph, artist's rendering or computer generated image)
5. The materials and size of the work
6. A preferred public location
7. A statement from the donor and artist that the art is free of encumbrances

8. The artist's resume if available
9. Estimated value of donated work
10. Recommended manner of installation
11. Estimated maintenance cost

Process

The following steps will result in the review and decision regarding a proposal:

1. The proposal would be submitted to the Community Development Department to review it to:
 - a. Determine ongoing and General Plan consistency, accuracy and appropriateness.
 - b. Insure it would not create an undue risk or a safety problem.
 - c. Consider maintenance requirements
 - d. Determine durability
 - e. Identify any engineering concerns
2. The proposal will be reviewed by the Parks and Recreation Commission if proposed to be placed on a park property.
3. Recommendations will be forwarded to the City Council for review and action during a public hearing. The Council would have final approval of the donation.

Guidelines for Review of the Proposal

The following guidelines would be used for review of art donations:

1. Public art shall be ~~original and~~ of high artistic quality.
2. Public art shall be compatible with the immediate site and neighborhood in terms of social and cultural/historical characteristics, architectural scale, materials, land use and geographical and environmental context.
3. Public art shall not impede pedestrian or vehicle traffic or conflict with public or private easements.
4. Consideration shall be given to any public safety or public health concerns related to or created by the artwork.
5. Public art shall be constructed of durable, high-quality materials and require minimal or no maintenance.

6. Public art shall be securely installed.
7. A wide variety of artistic expression is encouraged. However, expressions of profanity or vulgarity are inappropriate.

Display of Public Art

1. A contract shall be executed between the artist and the City establishing the terms of the proposed installation.
2. Artwork shall be displayed to include the artwork title, artist's name, patron's name if applicable and date of completion. The materials used and a short explanation of the work could be included as an option. Plaques will not be used for advertising purposes.
3. Prior to accepting the project, the Community Development Department shall receive from the artist or donor a set of plans, specifications, and a copy of a maintenance record, which identifies maintenance, installation and removal instructions. The transportation, installation and adjunct costs (such as engineering, a base for the artwork or other installation elements) related to artwork are the responsibility of the donor.
4. Once the art piece is installed (by the donor under the supervision of City staff with the artist's installation direction and donor installation funding), it will require inspection and sign off by a City Building Inspector.
5. Following inspection, the artwork shall become the property of the City. A publicized dedication ceremony shall be held to present the art piece to the community.



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MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: SUPPLEMENTAL INFORMATION
AGENDA ITEM 10.b. – MARCH 8, 2016 CITY COUNCIL MEETING
CONSIDERATION OF STAFF PROJECT 15-012; A PUBLIC ART
SCULPTURE ENTITLED “ARBORING OUR ROOTS OF DIVERSITY”;
LOCATION – 495 FAIR OAKS AVENUE; APPLICANT – FIVE CITIES
DIVERSITY COALITION; REPRESENTATIVE – BETSY KISER**

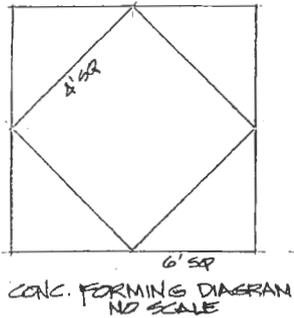
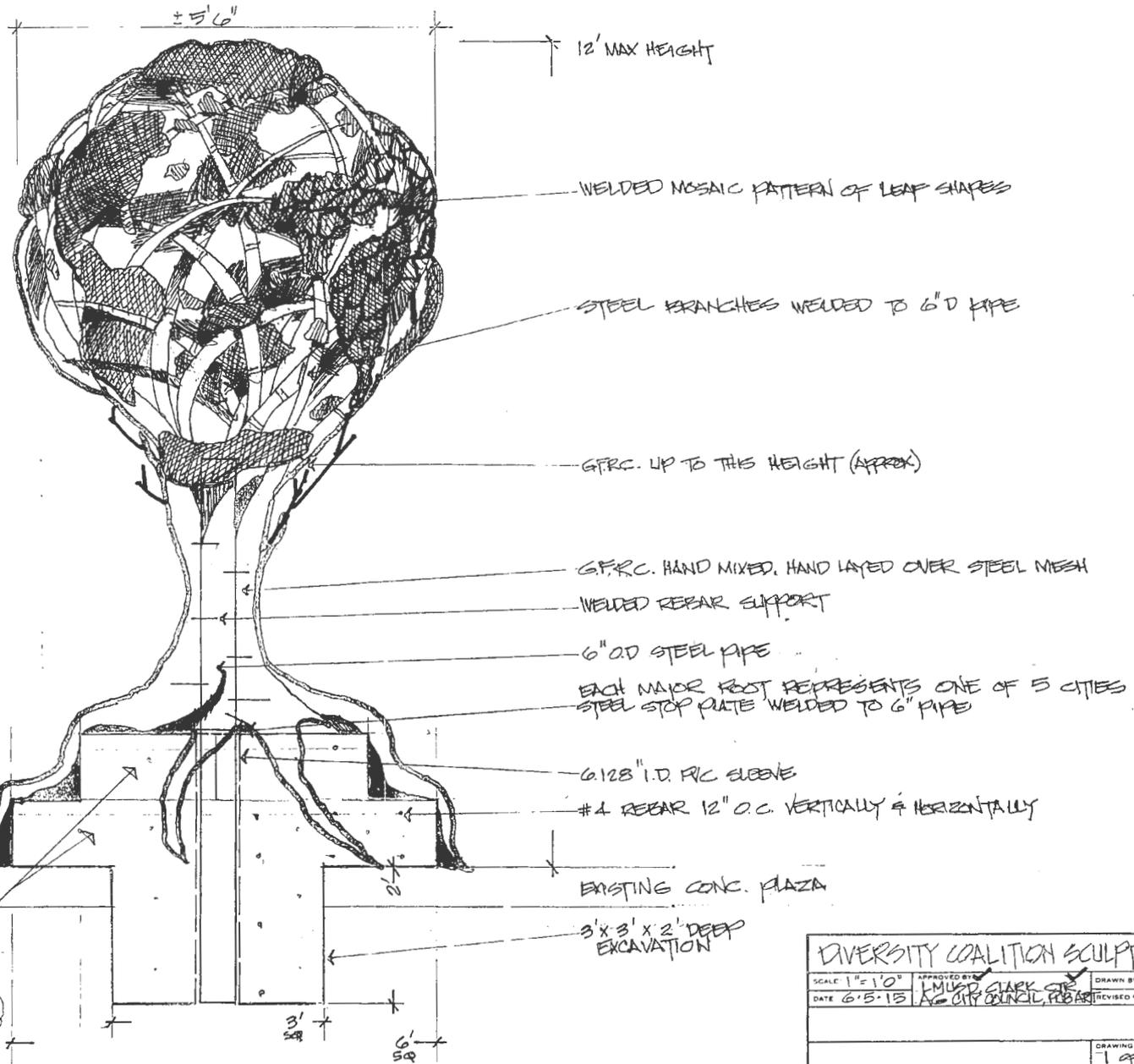
DATE: MARCH 8, 2016

The applicant has submitted additional imagery on the proposed sculpture to provide better visual representation.

Attachment:

1. Additional sculpture imagery

cc: City Manager
City Attorney
City Clerk
Public Review Binder



"HERITAGE" "INDIVIDUALITY" "CULTURE"
 "UNITY" "COMMUNITY" "EDUCATION"
 "DIVERSITY" "PEACE"
 8 SELECTED WORDS IN CONCRETE

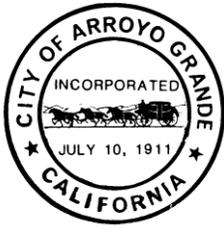
DIVERSITY COALITION SCULPTURE		
SCALE 1" = 10'	APPROVED BY: [Signature]	DRAWN BY: [Signature]
DATE 6.5.15	LMUSD, CLARK ST. [Signature]	REVISED 9/2/15
		DRAWING NUMBER
		1 of 2



PEACE

INDIVIDUALITY

COMMUNITY



MEMORANDUM

TO: CITY COUNCIL

**FROM: TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR
STEVEN ANNIBALI, POLICE CHIEF
DAVID HIRSCH, ASSISTANT CITY ATTORNEY**

**SUBJECT: CONSIDERATION OF DEVELOPMENT OF A REVISED ORDINANCE
RELATING TO MEDICAL MARIJUANA**

DATE: MARCH 8, 2016

RECOMMENDATION:

It is recommended that the City Council provide direction regarding the development of a revised medical marijuana ordinance.

FINANCIAL IMPACT:

There is no identified direct impact to financial and personnel resources. Depending on the direction provided by the City Council, there may be implications regarding staff resources relating to enforcement of regulations. This item is not identified in the critical Needs Action Plan.

BACKGROUND:

On October 9, 2015, Gov. Jerry Brown signed a comprehensive package of bills to establish a regulatory structure for medical marijuana. Together, AB 266, AB 243, and SB 643 comprise the Medical Marijuana Regulation & Safety Act (MMRSA). On November 24, 2015, the City Council considered implications of the MMRSA regarding local control and directed staff to prepare an ordinance prohibiting cultivation, delivery and all commercial medical marijuana uses.

On December 1, 2015 the Planning Commission held a public hearing and on a 3-2 vote, adopted Resolution No. 15-2241 recommending that the City Council adopt an ordinance adding Chapter 16.62 to Title 16 of the Arroyo Grande Municipal Code relating to medical marijuana dispensaries, cooperatives and collectives, cultivation of medical marijuana, and deliveries of medical marijuana or medical cannabis products.

On January 12, 2016 and January 24, 2016 respectively, the Council introduced and adopted the proposed ordinance acknowledging that alternatives may be considered in the future but that the ordinance provided an opportunity to maintain local control given the language in the legislation pertaining to a March 1, 2016 effective deadline.

**CITY COUNCIL
CONSIDERATION OF DEVELOPMENT OF A REVISED ORDINANCE RELATING TO
MEDICAL MARIJUANA
PAGE 2**

ANALYSIS OF ISSUES:

To ensure clarity and consistency for purposes of enforcement, and to ensure local control in consideration of evolving legislation, the ordinance expressly made clear that cultivation and all medical marijuana dispensaries, cooperatives and collectives are prohibited on all parcels in the City. Enforcement of the Ordinance is on a complaint basis through the Neighborhood Services Division. In addition, the MMRSA also contains language that provides that in order to prohibit delivery of medical marijuana it must be explicitly prohibited by local ordinance. Since the City had previously prohibited mobile medical marijuana dispensaries, prohibition of deliveries was also included in the ordinance in order to satisfy the requirements of the new statute. The ordinance also provided an opportunity to clean up definitions related to dispensaries that would include cooperatives and collectives, consistent with State law.

Enforcement provisions are broadly worded to address recent court rulings, while still permitting use of other enforcement mechanisms, including nuisance abatement procedures. The City may pursue misdemeanor penalties for situations in which persons other than qualified patients or caregivers cultivate or deliver medical marijuana.

Concerns regarding the severity of the ordinance continue to be raised by some residents who advocate for medical marijuana and by delivery entities outside the City that wish to conduct delivery services here to address a stated need. Alternatively, concerns had been previously expressed by residents regarding medical marijuana cultivation in the City by a group growing medical marijuana “collectively” (reference Health and Safety Code Sections 11362.5 et. seq.) The concerns expressed by residents included the public nuisances caused by medical marijuana cultivation and deliveries, and associated safety concerns in their neighborhoods. As such there are four criteria that have been developed to help evaluate potential revisions to the adopted ordinance:

1. Provide some opportunity for residents to legally obtain or grow medical cannabis in the City limits for the purposes of medical application;
2. Maintain local control instead of state regulation over the long term;
3. Ensure regulations do not impact enforcement capabilities;
4. Ensure regulations are unambiguous and legally defensible.

Four options to revise the ordinance have been identified, and each has been evaluated against the above criteria.

ALTERNATIVES:

Option 1: Do not modify existing ordinance and maintain a total ban on medical marijuana within City limits.

This option would allow the City to maintain clear and enforceable regulations and local control while the state rules continue to evolve through the political and legal landscape. The November ballot may include a state initiative regarding recreational use and the

**CITY COUNCIL
CONSIDERATION OF DEVELOPMENT OF A REVISED ORDINANCE RELATING TO
MEDICAL MARIJUANA
PAGE 3**

courts are continually ruling on cases involving medical marijuana. However, this option does not allow members of the community to legally obtain medical marijuana inside City limits. It should be noted that this option does not prevent members of the community from legally obtaining medical marijuana outside the City limits, much like those who choose to purchase pharmaceuticals at Costco or other entities outside the City. This option also allows the City to more effectively address neighborhood nuisance issues related to noise, odor, lights, and traffic issues associated with collective and/or cooperative operations.

Option 2: Permit limited cultivation of medical.

Some cities have addressed the issue of cultivation by permitting very limited growing of marijuana. A tentative draft ordinance has been developed for this option that provides for a limitation to a 50 sq. ft. area with a 10 ft. height limit within a single family residence, and is attached for reference. The tentative draft ordinance for this alternative has been crafted to include other restrictions in an attempt to avoid ambiguity and problems with potential neighborhood nuisance issues. However, by allowing personal growing operations the Police Department would expect enforcement issues to increase with residents who may continue to exceed the limitations of the ordinance. For example, Cities that have restricted plants to a limited area without height restrictions have had enforcement problems arise from multi-story growing operations.

The 50 sq. ft. limitation is recommended, however, since such an approach is consistent with restrictions from a land use and zoning perspective. While a limit on the number of plants that may be grown might also be considered, the City Attorney's office has indicated there may be an issue with such an approach since subdivision (a) of Health and Safety Code Section 11362.77 permits qualified patients to maintain six mature or twelve immature plants. While this provision was actually held to be invalid by the State Supreme Court in a case involving a criminal prosecution, the Court expressly declined to hold it invalid for other purposes (*People v Kelly* 47 Cal.4th 1008 (2010)). Subsection (c) of Section 11362.77 provides that "Counties and cities may retain or enact medical marijuana guidelines allowing qualified patients or primary caregivers to exceed the state limits set forth in subdivision (a)." Based on this language, the concern is that a medical marijuana advocacy group could take the view that the ability of a City to restrict the number of plants is limited, and challenge any such limitation.

If the Council wishes to revise the ordinance, the option contained in the tentative draft ordinance is recommended. The revised ordinance would require Planning Commission review and recommendation prior to Council consideration.

Option 3: Revise ordinance to potentially allow deliveries of medical marijuana.

Deliveries are not expressly prohibited by some jurisdictions and as such, may be interpreted to mean that they are allowed. Delivery services currently operate in a legal gray area, and through the fiction that they are cooperatives or collectives and are just delivering to members/participants in the cooperative or collective. In this respect the marijuana can only be delivered to a qualified patient. Under the new MMRSA,

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CONSIDERATION OF DEVELOPMENT OF A REVISED ORDINANCE RELATING TO
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however, at some point the concept of medical marijuana collectives and cooperatives will eventually be eliminated from the law, when the new laws are implemented by the State. This isn't expected until approximately January, 2018. Until that time delivery services will continue to operate as they currently do.

When the new Bureau of Medical Marijuana begins to issue licenses, delivery would be permitted by such licensed businesses unless prohibited by the City. It is also anticipated that the State will issue regulations to implement the MMSRA, but at this point in time it is unclear how such regulations will address the issue of delivery. Allowing unregulated deliveries within the City raise concerns of increased neighborhood nuisance issues.

One option that may be explored if the Council wishes to allow limited deliveries, is to regulate a small number of delivery services through a permit system not unlike taxi services. In this respect, applicants may be screened and regulations applied and more easily enforced. However, this would take a substantial effort to develop and it would not address the problem and inherent ambiguity in the legal status of delivery services. Moreover, such a regulatory scheme may be breaking new ground, as far as approaches being used by cities to regulate marijuana. While staff is continuing to research this issue, so far only one city, Goleta, has been identified that has adopted a medical marijuana delivery regulatory scheme, and that ordinance was just adopted in January. We also are aware of another city, Oceanside, that is currently considering adopting regulations pertaining to delivery. Given the aggressive approach taken by medical marijuana advocacy groups, such innovative approaches could subject cities to new legal challenges.

If Council wished to modify the current ordinance to allow for delivery, a revised ordinance would need to be prepared and would require Planning Commission review and recommendation prior to Council consideration.

Option 4: Allow a medical marijuana dispensary.

A "brick and mortar" dispensary would allow residents and non-residents to legally obtain medical marijuana within the City limits. Although many such operations are located in urbanized areas of the state, there are few in the region of the Central Coast and none within the County. . Some dispensaries have been opened and then shut down due to enforcement issues. If allowed by ordinance, this option would maintain local control and be legally defensible; however, it is likely to create incompatibility issues depending on its location which may be further exasperated since it would be the only operation in the County, which may create some unintended consequences.

If Council wished to modify the current ordinance to allow for dispensaries, a revised ordinance would need to be prepared and would require Planning Commission review and recommendation prior to Council consideration.

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CONSIDERATION OF DEVELOPMENT OF A REVISED ORDINANCE RELATING TO
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ADVANTAGES:

Direction to develop a revised ordinance would provide some opportunity for residents to legally obtain or grow medical cannabis in the City limits for the purposes of medical application.

DISADVANTAGES:

Adoption of a revised ordinance may impact the City's local control and create ambiguity in regulations and increase enforcement matters.

ENVIRONMENTAL REVIEW:

None required.

PUBLIC NOTIFICATION:

The Agenda was posted in front of City Hall on Thursday, March 3, 2016. The Agenda and report were posted on the City's website on Friday, March 4, 2016.

Attachments:

1. Draft revised ordinance amending Chapter 16.62 to Title 16 of the Arroyo Grande Municipal Code allowing limited cultivation of medical marijuana

ATTACHMENT 1 – Alternative DRAFT ordinance for limited cultivation

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING CHAPTER 16.62 TO TITLE 16 OF THE ARROYO GRANDE MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA DISPENSARIES, COOPERATIVES AND COLLECTIVES, CULTIVATION OF MEDICAL MARIJUANA, AND DELIVERIES OF MEDICAL MARIJUANA OR MEDICAL CANNIBIS PRODUCTS

WHEREAS, in 1996, the voters of the State of California approved Proposition 215, "The Compassionate Use Act of 1996" relating to medical marijuana, and in 2003, the Legislature enacted Senate Bill 420, also known as the Medical Marijuana Program (MMP). Neither Proposition 215 nor the MMP confer on qualified patients who use medical marijuana and their caregivers the unfettered right to cultivate or dispense marijuana anywhere they choose. Nor do they require or impose an affirmative duty or mandate upon local governments, such as the City of Arroyo Grande, to allow, authorize or sanction marijuana cultivation or the operation and establishment of facilities dispensing medical marijuana within its jurisdiction; and

WHEREAS, in the case City of Riverside v. Inland Empire Patients Health & Wellness Center, Inc., 56 Cal.4th 729 (2013), the California Supreme Court ruled unanimously that Proposition 215 and the MMP do not preempt local ordinances that completely and permanently ban medical marijuana dispensaries. In reaching this conclusion, the Supreme Court recognized that the local police power, which derives from California Constitution, article XI, Section 7, "includes broad authority to determine, for purposes of public health, safety, and welfare, the appropriate uses of land within a local jurisdiction's borders...." 56 Cal.4th at 738; and

WHEREAS, the City Council of the City of Arroyo Grande has previously adopted Chapter 16.62 of Title 16 of the Arroyo Grande Municipal Code relating to medical marijuana dispensaries, cooperatives and collectives, cultivation of medical marijuana, and deliveries of medical marijuana or medical cannabis products; and

WHEREAS, concerns have previously been expressed by residents regarding medical marijuana cultivation in the City by a group growing medical marijuana "collectively" (reference Health and Safety Code Sections 11362.5 et. seq.) The concerns expressed by residents include the potential public nuisances caused by medical marijuana cultivation, as well as safety concerns in their neighborhoods; and

WHEREAS, on November 26, 2013 the Court of Appeal decided and published Maral v. City of Live Oak, 221 Cal.App.4th 975 (2013), and on March 26, 2014 the State Supreme Court denied review of that decision. Maral held that cities have authority to prohibit cultivation of all medical marijuana city-wide. Like the Supreme Court's decision in the City of Riverside case, the Maral court similarly found that the Proposition 215 and the MMP do not preempt a city's regulatory authority to prohibit all cultivation in the city, if the city so chooses; and

WHEREAS, the City Council desires to amend Chapter 16.62 of the Arroyo Grande Municipal Code to permit limited cultivation of medical marijuana as further set forth in this ordinance; and

WHEREAS, the City Council of the City of Arroyo Grande hereby makes the following findings regarding the unregulated cultivation of medical marijuana within the boundaries of the City:

A. The unregulated cultivation of medical marijuana can adversely affect the health, safety and well-being of the City and its residents. Unregulated medical marijuana cultivation increases the risk of criminal activity, degradation of the natural environment, excessive use of

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electricity which may overload standard electrical systems, and damage to buildings in which cultivation occurs, including improper and dangerous electrical alterations and use, increased risk of fire and fire-related hazards, inadequate ventilation, increased occurrences of home-invasion robberies and similar crimes. Medical marijuana cultivation also creates increased nuisance impacts to neighboring properties because of the strong, malodorous, and potentially noxious odors which come from the plants. Further, the indoor and outdoor cultivation of medical marijuana in or near residential zones increases the risk of such activity and intrudes upon residential uses. Accordingly, except for limited indoor cultivation as provided in this ordinance, it is the intent of the City County to prohibit the cultivation of medical marijuana in the City of Arroyo Grande.

B. Marijuana plants grown outdoors, as they begin to flower and for a period of two (2) months or more during the growing season, produce an extremely strong odor that is offensive to many people and detectable far beyond property boundaries. This strong smell may create an attractive nuisance, alerting persons to the location of the marijuana plants, thereby creating a risk of burglary, robbery, armed robbery, assault, attempted murder, and murder.

C. Fertilizers and pesticides, both legal and illegal, used when marijuana is grown outdoors may unreasonably increase the concentration of such chemicals in storm water runoff thereby impacting local creeks, streams and rivers. Such pollution may negatively affect water quality for downstream users, harm ecosystems, and impact threatened or endangered species.

D. Water for marijuana grown outdoors may be illegally diverted from local creeks, streams, and rivers, thereby unreasonably depriving downstream users of beneficial water sources. Such diversions may also impact water supply, harm ecosystems, and negatively affect threatened or endangered species; and

WHEREAS, marijuana remains an illegal substance under the federal Controlled Substances Act (21 U.S.C. Section 801 et seq.) and it is classified as a Schedule I drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, transport, or possess with intent to manufacture, distribute or dispense marijuana. The federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of marijuana for medical purposes; and

WHEREAS, three bills have recently been enacted by the State of California Legislature and were signed by the Governor on October 9, 2015, that comprise the Medical Marijuana Regulation and Safety Act (MMRSA): AB 243 (Chapter 688, Statutes of 2015); AB 266 (Chapter 689, Statutes of 2015); and SB 643 (Chapter 719, Statutes of 2015); and

WHEREAS, the MMRSA expressly preserves the authority of cities with regard to their zoning powers and local actions taken in accordance with the police power under the State Constitution; and

WHEREAS, the MMRSA contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. The MMRSA is silent as to whether the City must prohibit other types of commercial medical marijuana activities; and

WHEREAS, while the City Council believes that cultivation and all commercial medical marijuana uses are prohibited under the City's permissive zoning regulations, it desires to enact

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this ordinance to expressly make clear that all such uses are prohibited in all zones throughout the City, except for limited indoor cultivation as provided herein; and

WHEREAS, the Planning Commission held a duly noticed public hearing on _____, 2016 at which time it considered all evidence presented, both written and oral and at the end of the hearing voted to adopt a resolution recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on _____, 2016, at which time it considered all evidence presented, both written and oral.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals and findings are true and correct and are incorporated herein by this reference.

SECTION 2. Chapter 16.62 of Title 16 of the Arroyo Grande Municipal Code is hereby amended in its entirety to read as follows:

16.62.010 Purpose and findings.

A. It is the purpose and intent of this chapter to prohibit medical marijuana dispensaries, cooperatives and collectives, including mobile dispensaries, as well as prohibit delivery and limit cultivation of medical marijuana pursuant to the City of Arroyo Grande's authority under Section 7 of Article XI of the California Constitution, in order to promote the health, safety, and general welfare of the residents and businesses within the City of Arroyo Grande and prevent adverse impacts which such activities may have on nearby properties and residents, as recognized by the Courts (reference City of Riverside v. Inland Empire Patients Health & Wellness Center., Inc., 56 Cal.4th 729 (2013) and Maral v. City of Live Oak, 221 Cal.App.4th 975 (2013)) and as provided in the Medical Marijuana Regulation and Safety Act (AB 243 (Chapter 688, Statutes of 2015); AB 266 (Chapter 689, Statutes of 2015); and SB 643 (Chapter 719, Statutes of 2015)).

B. Pursuant to the City of Arroyo Grande's police powers authorized in Article XI, Section 7 of the California Constitution, the City has the power to regulate permissible land uses within its boundaries and to enact regulations for the preservation of public health, safety and welfare of its residents and community. Further, pursuant to Government Code Sections 38771 through 38775, municipalities also have the power through the City Council to declare actions and activities that constitute a public nuisance.

C. The City Council finds that Proposition 215, "The Compassionate Use Act of 1996", Senate Bill 420 enacted in 2003, also known as the Medical Marijuana Program and the Medical Marijuana Regulation and Safety Act (AB 243 (Chapter 688, Statutes of 2015); AB 266 (Chapter 689, Statutes of 2015); and SB 643 (Chapter 719, Statutes of 2015) do not preempt the City's exercise of its traditional police powers in enacting land use regulations, such as this chapter, for preservation of public health, safety and welfare, by prohibiting medical marijuana dispensaries, cooperatives and collectives, and deliveries of medical marijuana, and regulating and limiting the cultivation of marijuana within the City.

16.62.020 Application.

The provisions of this chapter shall apply generally to all property within the boundaries of the City wherein any of the conditions herein specified are found to exist. However, nothing in this

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chapter is intended, nor shall it be construed, to burden any defense to criminal prosecution under the CUA or MMP.

16.62.030 Administration.

The Chief of Police, or the Chief's designee and/or the Director of Community Development, or the Director's designee, are charged with the responsibility of administering this chapter and exercising the authority conferred thereby.

16.62.040 Definitions.

As used herein, the following definitions shall govern the construction of this chapter:

"Collective" or "cooperative" means any association, cooperative, affiliation, group, or collective of persons organized or associated to cultivate, store and/or dispense marijuana for medical purposes pursuant to the CUA or MMP and as provided in Health and Safety Code Section 11362.775.

"Cultivation" shall have the meaning as set forth in Business and Professions Code Section 19300.5 (l) and also means the planting, growing, harvesting, drying, processing or storage of one (1) or more marijuana plants or any part thereof in any location, indoor or outdoor, including a fully enclosed and secure building.

"Delivery" shall have the meaning as set forth in Business and Professions Code Section 19300.5 (m).

"Dispensary" shall have the meaning as set forth in Business and Professions Code Section 19300.5(n) and also means any facility, location, establishment or similar entity that cultivates, distributes, delivers, supplies or processes marijuana for medical purposes relating to a qualified patient or primary caregiver, pursuant to the CUA and MMP in accordance with Health and Safety Code Section 11362.5 et seq. A dispensary shall include a dispensing collective or cooperative and shall include a mobile dispensary and delivery services.

"Marijuana" means all parts of the plant genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin, and includes "cannabis", "medical cannabis", "cannabis product" and "medical cannabis product" as defined in Business and Professions Code Sections 19300.5(f) and (ag).

"Primary Caregiver". This shall have the meaning set forth in Health and Safety Code Section 11362.7(d).

"Qualified Patient". This shall have the meaning set forth in Health and Safety Code Section 11362.7(f).

16.62.050 Cultivation.

A. Except for limited indoor cultivation as provided in subsection C herein, no person or persons owning, leasing, occupying, or having charge or possession of any parcel in the City of Arroyo, including primary caregivers and qualified patients, collectives, cooperatives or dispensaries, shall allow such parcel to be used for the cultivation of marijuana. Cultivation of marijuana in violation of this chapter within the City of Arroyo Grande for any purpose is prohibited, and is expressly declared to be a public nuisance.

B. The prohibition contained in this section is intended to constitute an express prohibition on cultivation as it relates to the provisions of Health and Safety Code Section 11362.777(b)(3), which provides that a person or entity shall not submit an application for a state license to cultivate marijuana under the Department of Food and Agriculture's Medical Cannabis Cultivation Program if the proposed cultivation of marijuana will violate the provisions of a local ordinance or regulation, or if medical marijuana is prohibited by the city.

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C. The limited indoor cultivation of marijuana in the City of Arroyo Grande is permitted subject to the following restrictions and standards:

1. The marijuana is cultivated by a qualified patient for his or her personal use.
2. The marijuana is cultivated inside a detached single family dwelling on property where the qualified patient resides on a full-time basis.
3. No more than fifty (50) contiguous square feet of the interior of the dwelling, shall be devoted to the cultivation of medical marijuana. The medical marijuana cultivation area shall not exceed 10 feet in height. These restrictions apply regardless of how many qualified patients are residing on the property.
4. The area used for cultivation complies with California Building, Electrical and Fire Codes as adopted by City of Arroyo Grande.
5. The marijuana cultivation is concealed so that it is not visible from the exterior of the property, the public right-of-way, and/or neighboring properties.
6. All medical marijuana cultivated pursuant to this section shall be for the personal use only of a qualified patient residing on the property and may not be distributed to any other person, collective or cooperative. The qualified patient shall not participate in medical marijuana cultivation in any other residential location within the City of Arroyo Grande.
7. The lighting for the cultivation shall not exceed 1200 watts. The use of flammable or combustible products, including but not limited to, propane and butane for cultivation and processing is prohibited.
8. The cultivation of marijuana shall not take place in a kitchen, bathroom or occupied bedroom of the dwelling.
9. The marijuana cultivation shall not adversely affect the health or safety of the occupants of other property in the vicinity by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration or other impacts and shall not be maintained in a manner so as to constitute a hazard due to use or storage of materials, processes, products or wastes.
10. Nothing in this subsection is intended, nor shall it be construed, to preclude any landlord from limiting or prohibiting medical marijuana cultivation by tenants.

16.62.060 Medical Marijuana Collectives, Cooperatives and Dispensaries Prohibited

A. Medical marijuana collectives, cooperatives and dispensaries, including mobile dispensaries, are not permitted in or upon any premises in the City of Arroyo Grande.

B. A medical marijuana dispensary shall not include the following uses, so long as such uses comply with this code, Health and Safety Code Section 11362.5 et seq., and other applicable law:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code.

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3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.

5. A hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

16.62.070 Deliveries Prohibited

It shall be unlawful for any person to deliver medical marijuana or medical cannabis products or engage in activities that constitute delivery of medical marijuana or medical cannabis products anywhere within the boundaries of the City of Arroyo Grande. This prohibition is intended to constitute an express prohibition on deliveries, as provided for in Business and Professions Code Section 19340.

16.62.080 Violations and penalties.

A. Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, licenses, or causes a violation thereof, and shall be punished accordingly.

B. A violation of any provision of this chapter shall be subject to any enforcement remedies available under the law and/or the Arroyo Grande Municipal Code. In addition, the City may enforce a violation of this chapter by means of civil enforcement through a restraining order, a preliminary or permanent injunction, nuisance abatement procedures, or by any other means authorized by law. Notwithstanding any other provision of this Code, no conduct which is protected from criminal prosecution pursuant to the Compassionate Use Act (Health and Safety Code Sections 11362.5) and/or the Medical Marijuana Program Act (Health and Safety Code Sections 11362.7-11362.83) shall be made subject to criminal prosecution by this Code.

SECTION 4. This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 5. A summary of this Ordinance shall be published in a newspaper published and circulated in the City of Arroyo Grande at least five (5) days prior to the City Council meeting at which the proposed Ordinance is to be adopted. A certified copy of the full text of the proposed Ordinance shall be posted in the office of the City Clerk. Within fifteen (15) days after adoption of the Ordinance, the summary with the names of those City Council members voting for and against the Ordinance shall be published again, and the City Clerk shall post a certified copy of the full text of such adopted Ordinance. This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage.

SECTION 6. This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City

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Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

On motion by Council Member _____, seconded by Council Member _____, and by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

the foregoing Ordinance was adopted this ____ day of _____, 2016.

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JIM HILL, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

DIANNE THOMPSON, CITY MANAGER

APPROVED AS TO FORM:

HEATHER K. WHITHAM, CITY ATTORNEY

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