



**\*\*NOTE MEETING LOCATION CHANGE\*\***  
**AGENDA SUMMARY**  
**CITY COUNCIL/SUCCESSOR AGENCY TO THE DISSOLVED ARROYO GRANDE REDEVELOPMENT AGENCY MEETING**  
**TUESDAY, NOVEMBER 22, 2016**

**SPECIAL MEETING AT 5:00 P.M.**  
**REGULAR MEETING AT 6:00 P.M.**

**\*\*South County Regional Center\*\***  
**800 West Branch Street, Arroyo Grande**

**SPECIAL MEETING 5:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**FLAG SALUTE**

**PUBLIC COMMENT ON CLOSED SESSION ITEM**

**CLOSED SESSION**

The Successor Agency will immediately recess to a closed session for the following:

**SUCCESSOR AGENCY:**

a) CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8:

Property: APN: 006-151-027; Located at Faeh Avenue and El Camino Real  
Agency Negotiators: Debbie Malicoat, Finance Officer; Marty Indvik, Lee & Associates  
Negotiating Parties: ELA Foods, Inc.  
Under Negotiation: Price and terms of payment for sale of property

**RECONVENE**

The Successor Agency will reconvene to open session at 6:00 p.m. in conjunction with the City Council Regular Meeting and announcement(s) of any reportable action(s) taken in closed session will be made under Item 5.

**REGULAR MEETING 6:00 P.M.**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MOMENT OF REFLECTION**

4. **FLAG SALUTE:**

Junior Girl Scout Troop 41049

5. **AGENDA REVIEW:**

5.a. Closed Session Announcements

The Mayor or City Attorney will announce reportable actions taken, if any, from the Special Meeting at 5:00 p.m.

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:**

None.

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. **INTERIM CITY MANAGER REPORT:**

Correspondence/Comments as presented by the Interim 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 October 16, 2016 through November 15, 2016.

Documents:

[CC 2016-11-22\\_09a Cash Disbursements.pdf](#)

9.b. **Consideration Of Approval Of Minutes**

Recommended Action: Approve the minutes of the Special and Regular City Council Meetings of October 25, 2016, and the Special City Council Meeting of November 16, 2016, as submitted.

Documents:

[CC 2016-11-22\\_09b Approval of Minutes.pdf](#)

9.c. **Consideration Of A Resolution Reclassifying The Part-Time Building Permit Technician To A Full-Time Position And Establishing A Salary Range For The Position**

Recommended Action: Adopt a Resolution reclassifying the part-time Building Permit Technician to a full-time position and establish a salary range for the position.

Documents:

[CC 2016-11-22\\_09c Resolution\\_Building Permit Technician.pdf](#)

9.d. **Consideration Of Appointment To The Arroyo Grande Tourism Business Improvement District Advisory Board**

Recommended Action: Appoint David Kastner to the Arroyo Grande Tourism Business District (AGTBID) Advisory Board.

Documents:

[CC 2016-11-22\\_09d TBID Advisory Board Appointment\\_R.pdf](#)

9.e. **Consideration Of Consultant Services Agreement With Teri Black And Company, LLC For City Manager Recruitment Services**

Recommended Action: 1) Approve and authorize the Mayor to execute a consultant services agreement with Teri Black and Company, LLC, to provide recruitment services for the position of City Manager; and 2) Authorize funding in the amount of \$29,500 from the City Manager's program account for these services.

Documents:

[CC 2016-11-22\\_09e Agreement\\_City Manager Recruitment.pdf](#)

9.f. **Monthly Water Supply And Demand Update**

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

Documents:

[CC 2016-11-22\\_09f Monthly Water Supply\\_Demand Update.pdf](#)

9.g. **Consideration Of Acceptance Of The Oak Park Boulevard/West Branch Street/US 101 Traffic Signal Upgrade Project, PW 2014-01**

Recommended Action: 1) Accept the project improvements as constructed by Lee Wilson Electric Company in accordance with the plans and specifications for the Oak Park Boulevard/West Branch Street/US 101 Traffic Signal Upgrade Project; 2) Direct staff to file a Notice of Completion; and 3) Authorize release of retention, thirty-five (35) days after the Notice of Completion has been recorded, if no liens have been filed.

Documents:

[CC 2016-11-22\\_09g Accept Oak Park\\_101 Traffic Signal.pdf](#)

9.h. **Consideration Of Acceptance Of The 2016 Concrete Repairs Project, PW 2016-09**

Recommended Action: 1) Accept the project improvements as constructed by Brough Construction, Inc. in accordance with the plans and specifications for the 2016 Concrete Repairs Project; 2) Direct staff to file a Notice of Completion; and 3) Authorize release of retention, thirty-five (35) days after the Notice of Completion has been recorded, if no liens have been filed.

Documents:

[CC 2016-11-22\\_09h Accept 2016 Concrete Repairs.pdf](#)

9.i. **Consideration Of An Award Of Contract To Insituform Technologies, LLC For Construction Of The El Camino Real Storm Drain Rehabilitation Project, PW 2016-12**

Recommended Action: 1) Approve the construction specifications for the El Camino Real Storm Drain Rehabilitation Project, PW 2016-12; 2) Find that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(b); 3) Direct the City Clerk to file a Notice of Exemption; 4) Award a contract for the El Camino Real Storm Drain Rehabilitation Project to Insituform Technologies, LLC in amount of \$57,750; 5) Authorize the Interim City Manager to approve change orders for 10% of the contract amount, \$5,775, for unanticipated costs during the construction phase of the project; and 6) Reallocate \$88,900 from other projects in the Local Sales Tax Fund to cover the subject project expenses.

Documents:

[CC 2016-11-22\\_09i Award Contract\\_ECR Storm Drain.pdf](#)

9.j. **Consideration Of Award Of Contract To Central Coast Earthscapes, Inc. For Landscape Maintenance For Property Located Within The Parkside Village And Grace Lane Assessment Districts**

Recommended Action: 1) Award a contract to Central Coast Earthscapes, Inc. for Landscape Maintenance of areas within the Parkside Village and Grace Lane Assessment Districts; and 2) Authorize the Mayor to execute the contract.

Documents:

[CC 2016-11-22\\_09j Award Contract \\_Landscape Maintenance.pdf](#)

10. **PUBLIC HEARINGS:**

10.a. **Consideration Of Preliminary Approval Of Community Development Block Grant (CDBG) Projects For Year 2017**

Recommended Action: Provide preliminary approval of proposed projects to be funded with the City's allocation of CDBG funds for the Year 2017.

Documents:

[CC 2016-11-22\\_10a Preliminary CDBG Projects.pdf](#)

10.b. **Consideration Of A Resolution To Amend The Stage 1 Water Shortage Emergency Provisions To Implement Additional Restrictions Including The Prohibition Of New Water Connections When Specified Water Conditions Are Determined To Exist**

Recommended Action: Adopt a Resolution amending Exhibit A of Resolution 4659 relating to triggering conditions that will implement additional restrictions during the declared Stage 1 Water Shortage Emergency (Stage "1B") in order to protect the health, safety and welfare of the citizens of the City.

Documents:

[CC 2016-11-22\\_10b Amend Stage I Water Restrictions.pdf](#)

[CC 2016-11-22 Supplemental No 1 Item 10b.pdf](#)

11. **OLD BUSINESS:**

11.a. **Consideration Of Status Of The Brisco Interchange Temporary Closure**

Recommended Action: Provide staff direction regarding the continued temporary closure of the Brisco Interchange northbound ramps for an additional six-months.

Documents:

[CC 2016-11-22\\_11a Brisco Interchange Temp Closure Update.pdf](#)

[CC 2016-11-22 Supplemental No 1 Item 11a.pdf](#)

**12. NEW BUSINESS:**

None.

**13. CITY COUNCIL REPORTS:**

**(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)

**(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/San Luis Obispo Regional Transit Authority (SLOCOG/RTA) **(2)** South County Transit (SCT) **(3)** ~~San Luis Obispo County~~

**(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 Coordinating Council (HSOC) **(3)** Other

**14. 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 request that staff place a matter of business on a future agenda. Any request to place a matter of business for original consideration on a future agenda requires the concurrence of at least one other Council Member.

**15. COMMUNITY COMMENTS AND SUGGESTIONS:**

This public comment period is an invitation to members of the community to present issues, thoughts, or suggestions, or to comment on any scheduled Closed Session items. 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.

**16. CLOSED SESSION:**

None.

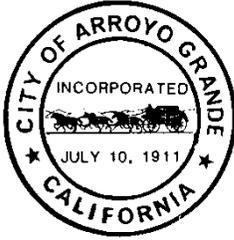
**17. ADJOURNMENT**

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](http://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 will be videotaped and rebroadcast on Arroyo Grande's Government Access Channel 20. The rebroadcast schedule is published at [www.slo-span.org](http://www.slo-span.org).





## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: DEBBIE MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES**

**BY: NICOLE VALENTINE, ACCOUNTING MANAGER**

**SUBJECT: CONSIDERATION OF CASH DISBURSEMENT RATIFICATION**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council ratify the attached listing of cash disbursements for the period of October 16 through November 15, 2016.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There is a \$2,826,824.02 fiscal impact that includes the following items:

- Accounts Payable Checks \$1,848,768.99
- Payroll & Benefit Checks \$978,055.03

### **BACKGROUND:**

Cash disbursements are made weekly based on the submission of all required documents supporting the invoices submitted for payment. Prior to payment, Administrative Services staff reviews all disbursement documents to ensure that they meet the approval requirements adopted in the Municipal Code and the City's Purchasing Policies and Procedures Manual.

### **ANALYSIS OF ISSUES:**

The attached listing represents the cash disbursements required of normal and usual operations during the period. The disbursements are accounted for in the FY 2016-17 budget.

Significant expenditures in this time period include:

- Payment for South Alpine Waterline Improvement Project of \$168,283
- Oak Park Blvd/W Branch/101 Traffic Signal replacement of \$73,057.50 to Lee Wilson Electric Company, Inc.
- Dispatching services for fiscal year 2016-17 of \$71,762.04 to City of Grover Beach
- Council Chambers Access Improvements of \$65,592.09 to Quincon, Inc.

**CITY COUNCIL  
CONSIDERATION OF CASH DISBURSEMENT RATIFICATION  
NOVEMBER 22, 2016  
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**ALTERNATIVES:**

The following alternatives are presented for the City Council's consideration:

- Approve staff recommendations;
- Do not approve staff recommendations;
- Provide direction to staff.

**ADVANTAGES:**

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

**DISADVANTAGES:**

There are no disadvantages identified in this recommendation.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

**Attachments:**

1. October 16 – November 15, 2016 – Accounts Payable Check Register
2. October 28 & November 10, 2016 – Payroll & Benefit Check Register

CITY OF ARROYO GRANDE  
CHECK LISTING

ATTACHMENT 1

OCTOBER 16 - NOVEMBER 15, 2016

Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
10/21/2016	272953	\$52.36	UB Refund Cst #00023569	640.0000.2301	ADAMS, JEREMY & IRINA
10/21/2016	272954	\$134.39	UB Refund Cst #00024326	640.0000.2301	ALEXANDER, KRISTIN
10/21/2016	272955	\$178.33	UB Refund Cst #00024417	640.0000.2301	BUNGARTNER, TREVOR & HANNAH
10/21/2016	272956	\$76.24	UB Refund Cst #00024691	640.0000.2301	CHAMELEON HOME LLC
10/21/2016	272957	\$13.11	UB Refund Cst #00024150	640.0000.2301	FULTON, PAUL & MARVIENE
10/21/2016	272958	\$155.07	UB Refund Cst #00000304	640.0000.2301	O'CONNOR, BILL
10/21/2016	272959	\$71.57	UB Refund Cst #00023530	640.0000.2301	OLSEN, AMBER
10/21/2016	272960	\$118.85	UB Refund Cst #00021090	640.0000.2301	SCHWEIGHARDT, ROB
10/21/2016	272961	\$9.93	UB Refund Cst #00021365	640.0000.2301	SOYAPA, KARLA
10/21/2016	272963	\$5,156.53	RETIREE MEDICAL	010.4099.5136	ICMA RETIREMENT CORP
10/21/2016	272963	\$488.87	RETIREE MEDICAL	220.4303.5136	ICMA RETIREMENT CORP
10/21/2016	272963	\$347.94	RETIREE MEDICAL	010.0000.1111	ICMA RETIREMENT CORP
10/21/2016	272963	\$45.51	RETIREE MEDICAL	640.4710.5136	ICMA RETIREMENT CORP
10/21/2016	272964	\$30.00	PARK DEPOSIT REFUND-ROTARY BAN	010.0000.2206	A G VILLAGE IMPROVEMENT ASSOC
10/21/2016	272965	\$80.00	WATER SAMPLES	640.4710.5310	ABALONE COAST ANALYTICAL INC
10/21/2016	272965	\$50.00	BACTI TEST-COURTLAND FIRE HYDR	640.4710.5310	ABALONE COAST ANALYTICAL INC
10/21/2016	272965	\$20.00	BACTI TEST-HALCYON MAIN SHUTDO	640.4710.5310	ABALONE COAST ANALYTICAL INC
10/21/2016	272966	\$1,496.92	FIRE STN WATER DAMAGE-09/27/16	010.4420.5303	AMERICAN CARPET CLEANING &
10/21/2016	272966	\$875.00	FIRE STN-STEAM CLEAN CARPETS	010.4213.5604	AMERICAN CARPET CLEANING &
10/21/2016	272966	\$765.00	FIRE STN-PRIME & PAINT ROOM AF	010.4213.5303	AMERICAN CARPET CLEANING &
10/21/2016	272967	\$194.39	ACCT#238 451-0183 919 0, RADIO	010.4145.5403	AT & T
10/21/2016	272967	\$33.29	ACCT 235 841-3956 806 3, ALARM	220.4303.5303	AT & T
10/21/2016	272968	\$42.12	53LB REMNANT STEEL	220.4303.5613	B & B STEEL & SUPPLY, INC
10/21/2016	272969	\$145.00	10/16-MONTHLY UST INSPECTION	010.4305.5303	B & T SVC STN CONTRACTORS, INC
10/21/2016	272970	\$188.00	PARTIAL REFUND-FALL 16 LEAGUE	010.0000.4606	BEECHER, MATT
10/21/2016	272971	\$804.37	4 DRUMS NAOCL	640.4712.5274	BRENNTAG PACIFIC INC
10/21/2016	272971	\$788.60	4 DRUMS NAOCL	640.4712.5274	BRENNTAG PACIFIC INC
10/21/2016	272972	\$137.50	TREAT BREAK ROOM FOR ANTS	010.4213.5303	BREZDEN PEST CONTROL, INC
10/21/2016	272973	\$1,732.50	BLDG PLAN REVIEW SVCS-407 COLL	010.4212.5303	BUREAU VERITAS NORTH AMERICA
10/21/2016	272974	\$30.00	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	CAMACHO, MARIA
10/21/2016	272975	\$30.00	PARK DEPOSIT REFUND-RG#2	010.0000.2206	CANETTO, APRIL
10/21/2016	272976	\$557.54	PRINTING-REC DEPT, HALLOWEEN F	010.4102.5255	CENTRAL COAST PRINTING
10/21/2016	272976	\$543.25	PRINTING-ADMIN SVCS	010.4102.5255	CENTRAL COAST PRINTING
10/21/2016	272977	\$128.42	TONER-PRINTERS (MCFALL)	010.4101.5201	CHAPARRAL
10/21/2016	272977	\$118.00	COPY MACH MAINT-10/14-11/13	010.4421.5602	CHAPARRAL
10/21/2016	272977	\$0.76	CONTRACT OVERAGE-9/14-10/13	010.4421.5602	CHAPARRAL
10/21/2016	272978	\$46.53	BUS TV-215 E BRANCH	010.4145.5401	CHARTER COMMUNICATIONS
10/21/2016	272978	\$26.72	BUS DARK FIBER-215 E BRANCH	010.4145.5401	CHARTER COMMUNICATIONS
10/21/2016	272979	\$262.50	Professional Services Engineer	271.4202.6201	CIO SOLUTIONS LP

CITY OF ARROYO GRANDE  
CHECK LISTING  
OCTOBER 16 - NOVEMBER 15, 2016

ATTACHMENT 1

Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
10/21/2016	272980	\$400.00	WATER SAMPLES-SEPT 16	640.4710.5310	CLINICAL LABORATORY OF
10/21/2016	272981	\$40.52	(4) 26W CXL, (6) LAMP	010.4213.5604	CONSOLIDATED ELECTRICAL DIST
10/21/2016	272982	\$30.00	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.4605	CORDOVA, ANTONETTE
10/21/2016	272983	\$3,014.31	REPLACEMENT FIRE HYDRANT & SPO	640.4712.5610	CORIX WATER PRODUCTS INC
10/21/2016	272984	\$1,200.00	EROSION BOND REFUND-302 GRACE	010.0000.2210	COUCH, JON
10/21/2016	272985	\$220.00	PARTIAL REFUND-FALL 16 LEAGUE	010.0000.4606	COVEY, JAI
10/21/2016	272986	\$168,283.00	Install 8-inch water main on S	640.5690.7001	CRANDALL CONSTRUCTION
10/21/2016	272987	\$20.00	REFUND-PICKLEBALL TOURNAMENT	010.0000.4605	DAVIS, BEN
10/21/2016	272988	\$20.00	REFUND:PICKELBALL TOURNAMENT	010.0000.4605	DAVIS, SUE
10/21/2016	272989	\$157.26	COPY MACH LEASE PYMT-OCT 16	010.4421.5602	DE LAGE LANDEN FINANCIAL SVCS
10/21/2016	272990	\$3,153.95	1200 GALL #2 RED DIESEL	010.0000.1202	J B DEWAR, INC
10/21/2016	272991	\$860.00	TUITION REIMBURSEMEN, TECH FEE	010.4201.5502	DOHERTY, STEPHEN
10/21/2016	272992	\$75.00	CLASS REFUND:KIDDY KEYS & CO.	010.0000.4605	ELLISON, BRITTANY
10/21/2016	272993	\$20.00	REFUND-PICKLEBALL TOURNAMENT	010.0000.4605	EVANS, LINDA
10/21/2016	272994	\$1,382.70	TP AND LARGE BAGS	010.4420.5605	FASTENAL COMPANY
10/21/2016	272995	\$460,179.25	CITY'S SHARE OF FCFA COSTS	010.4145.5303	FIVE CITIES FIRE AUTHORITY
10/21/2016	272995	\$35,125.00	CITY'S SHARE OF FCFA COSTS	218.4101.5303	FIVE CITIES FIRE AUTHORITY
10/21/2016	272996	\$717.50	Design for Well No. 11 (total	640.5944.7501	GARING TAYLOR & ASSOCIATES INC
10/21/2016	272997	\$39.53	HAND SANITIZER-1 CASE	612.4610.5255	GRAINGER, INC
10/21/2016	272998	\$86.08	1375 ASH TRAILER MOUNT-8/26-9/	220.4303.5303	HARVEY'S HONEY HUTS
10/21/2016	272999	\$256.13	CHEMICAL FEED VALVE/FITTINGS-W	640.4711.5603	HOPKINS TECHNICAL PRODUCTS INC
10/21/2016	273000	\$479.41	NEW BLDG CODE BOOKS	010.4212.5503	ICC - INTL CODE COUNCIL, INC
10/21/2016	273001	\$416.88	LINE PAINT FOR SOTO COMPLEX-(1	010.4430.5605	KELLY-MOORE PAINTS
10/21/2016	273001	\$416.88	LINE PAINT FOR SOTO COMPLEX-(1	010.4430.5605	KELLY-MOORE PAINTS
10/21/2016	273002	\$100.00	PW-51 90 DAY INSPECTION	612.4610.5601	L. DIESEL MOBILE SERVICE(DBA)
10/21/2016	273003	\$3,600.20	LEGAL MATTERS-CITY ATTORNEY	010.4003.5327	LIEBERT, CASSIDY, WHITMORE
10/21/2016	273004	\$1,200.00	EROSION BOND REFUND-334 GRACE	010.0000.2210	LOSSING, LEIGH AND DEBORA
10/21/2016	273005	\$157.50	ROOM USE FEE-OCEAN VIEW 09/16	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
10/21/2016	273005	\$157.50	ROOM USE FEE-BRANCH 09/16	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
10/21/2016	273006	\$1,200.00	EROSION BOND REFUND-107 MCKINL	010.0000.2210	LUIS, ANTHONY
10/21/2016	273007	\$1,200.00	EROSION BOND REFUND-350 GRACE	010.0000.2210	MACMILLAN, SHANNON
10/21/2016	273008	\$1,200.00	EROSION BOND REFUND-216 GRACE	010.0000.2210	MANGANO HOMES INC
10/21/2016	273008	\$1,200.00	EROSION BOND REFUND-280 GRACE	010.0000.2210	MANGANO HOMES INC
10/21/2016	273008	\$1,200.00	EROSION BOND REFUND-280 GRACE	010.0000.2210	MANGANO HOMES INC
10/21/2016	273009	\$304.75	CUTTER,WIRE STRIPPER, EXT BAR	010.4305.5603	MATCO TOOLS
10/21/2016	273010	\$30.00	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	MEADOWS, SHELLEY
10/21/2016	273011	\$30.00	PARK DEPOSIT REFUND-RG#3	010.0000.2206	MILLER, HEATHER
10/21/2016	273012	\$17,779.00	Construction Management and In	640.5924.7301	MNS ENGINEERS, INC.
10/21/2016	273012	\$13,692.00	Construction Management and In	640.5690.7301	MNS ENGINEERS, INC.

CITY OF ARROYO GRANDE  
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ATTACHMENT 1

Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
10/21/2016	273013	\$59.00	NNA MEMBERSHIP RENEWAL-K NORTO	010.4002.5503	NATIONAL NOTARY ASSN
10/21/2016	273014	\$212.00	PARTIAL REFUND-FALL 16 LEAGUE	010.0000.4606	NICHOLSON, ALEX
10/21/2016	273015	\$285.44	CHAIR, 9000 SERIES	010.4130.5201	OFFICE DEPOT
10/21/2016	273016	\$1,795.50	PROJECT 65-1275, E CHERRY	010.4301.5303	OMNI MEANS LTD
10/21/2016	273016	\$756.00	PREPARE TC STAFF REPORT	010.4301.5303	OMNI MEANS LTD
10/21/2016	273016	\$378.00	CO TRAFFIC IMPACT FEE RESEARCH	010.4301.5303	OMNI MEANS LTD
10/21/2016	273016	\$378.00	ELM ST TC STAFF REPORT	010.4301.5303	OMNI MEANS LTD
10/21/2016	273017	\$297.12	ELECTRIC-LIFT STN #7, 232 CRAN	612.4610.5402	PACIFIC GAS & ELECTRIC CO
10/21/2016	273017	\$192.65	ELECTRIC-W BRANCH/OLD RANCH RD	010.4145.5401	PACIFIC GAS & ELECTRIC CO
10/21/2016	273017	\$146.29	ELECTRIC-BLDG A	010.4145.5401	PACIFIC GAS & ELECTRIC CO
10/21/2016	273017	\$127.87	ELECTRIC-201 NELSON ST	010.4145.5401	PACIFIC GAS & ELECTRIC CO
10/21/2016	273017	\$97.53	ELECTRIC-1375 ASH ST	640.4712.5402	PACIFIC GAS & ELECTRIC CO
10/21/2016	273017	\$48.31	ELECTRIC-SHORT ST	010.4145.5401	PACIFIC GAS & ELECTRIC CO
10/21/2016	273017	\$44.44	ELECTRIC-105 SHORT ST	010.4145.5401	PACIFIC GAS & ELECTRIC CO
10/21/2016	273018	\$183.67	COPY PAPER	010.4102.5255	PAPER CONNECTION
10/21/2016	273018	\$57.98	COPY PAPER-WATER LETTER PROJEC	640.4710.5208	PAPER CONNECTION
10/21/2016	273019	\$1,899.00	731765-S21 - 8GB PC3-12800 DD	010.4204.5607	PC WHOLESAL
10/21/2016	273019	\$151.92	Sales Tax	010.4204.5607	PC WHOLESAL
10/21/2016	273020	\$65,592.09	Construction of the City Council	350.5442.7001	QUINCON INC
10/21/2016	273021	\$1,200.00	EROSION BOND REFUND-325 MYRTLE	010.0000.2210	RANCHO CONSTRUCTION
10/21/2016	273021	\$1,200.00	EROSION BOND REFUND-319 STILLW	010.0000.2210	RANCHO CONSTRUCTION
10/21/2016	273022	\$323.98	TONER	010.4120.5201	RELIABLE IMAGING
10/21/2016	273023	\$214.50	CITY AS SUCCESSOR AGENCY TO RD	286.4103.5303	RUTAN & TUCKER, LLP
10/21/2016	273024	\$1,200.00	EROSION BOND REFUND-324 STILLW	010.0000.2210	S&S HOMES
10/21/2016	273024	\$1,200.00	EROSION BOND REFUND-320 STILLW	010.0000.2210	S&S HOMES
10/21/2016	273024	\$1,200.00	EROSION BOND REFUND-308 STILLW	010.0000.2210	S&S HOMES
10/21/2016	273024	\$1,200.00	EROSION BOND REFUND-302 STILLW	010.0000.2210	S&S HOMES
10/21/2016	273024	\$1,200.00	EROSION BOND REFUND-314 STILLW	010.0000.2210	S&S HOMES
10/21/2016	273025	\$175.00	CASA GRANDE BRIDGE EVALUATION	010.4307.5303	SMITH STRUCTURAL GROUP, LLP
10/21/2016	273026	\$500.00	QUILTING CLASSES-8/22-10/10	010.4424.5251	ST JOHN'S LUTHERAN CHURCH
10/21/2016	273026	\$250.00	NEEDLE ARTS CLASSES-8/19-10/07	010.4424.5251	ST JOHN'S LUTHERAN CHURCH
10/21/2016	273027	\$35.00	REFUND: ON LOCATION IN MB PHOT	010.0000.4605	STARBUCK, REBECCA
10/21/2016	273028	\$14.44	RES#2 NO2 SYSTEM REPAIR PARTS	640.4712.5609	STREATOR PIPE & SUPPLY
10/21/2016	273028	\$7.51	RES#3 IRRIGATION REPAIR	640.4712.5609	STREATOR PIPE & SUPPLY
10/21/2016	273029	\$30.00	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	TANOUS, TONY
10/21/2016	273030	\$75.00	PARK RENTAL FEE REFUND-STROTHER	010.0000.4354	THORKELSON, DAVID
10/21/2016	273030	\$30.00	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	THORKELSON, DAVID
10/21/2016	273031	\$1,001.21	PAYROLL FOR:W. DOUGLAS W/E 10/	010.4420.5303	UNITED STAFFING ASSOC.
10/21/2016	273031	\$902.50	PAYROLL FOR:L LIRA W/E 10/02	010.4420.5303	UNITED STAFFING ASSOC.

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10/21/2016	273031	\$683.92	PAYROLL FOR:W. GUZZIE W/E 10/2	010.4420.5303	UNITED STAFFING ASSOC.
10/21/2016	273032	\$1,347.39	AMMONIUM SULFATE NSF	640.4712.5274	UNIVAR USA, INC
10/21/2016	273033	\$550.00	PARK DEPOSIT REFUND-COMM CTR	010.0000.2206	VALDIVIESO, EMMA
10/21/2016	273033	\$210.00	PARK DEPOSIT REFUND-COMM CTR	010.0000.2206	VALDIVIESO, EMMA
10/21/2016	273033	(\$10.00)	ABC PERMIT	010.0000.4353	VALDIVIESO, EMMA
10/21/2016	273033	(\$100.00)	SUPERVISION-\$10 X 10 HRS	010.0000.4353	VALDIVIESO, EMMA
10/21/2016	273034	\$258.12	CALPERS EDU FORUM 2016-MILEAGE	010.4120.5501	VALENTINE, NICOLE
10/21/2016	273035	\$216.00	PARTIAL REFUND-FALL 16 LEAGUE	010.0000.4606	VANN, DAVID
10/21/2016	273036	\$800.00	HARVEST FESTIVAL SPECIAL SWEEP	220.4303.5303	VENCO POWER SWEEPING INC
10/21/2016	273037	\$10,473.13	AUGUST 2016 REMITTANCE	761.0000.2007	VISIT SAN LUIS OBISPO COUNTY
10/21/2016	273037	(\$209.46)	AUGUST 2016 CITY ADMIN FEE	010.0000.4771	VISIT SAN LUIS OBISPO COUNTY
10/21/2016	273038	\$1,779.25	FOG Program administration and	612.4610.5303	WALLACE GROUP A CALIF CORP
10/21/2016	273039	\$1,200.00	EROSION BOND REFUND-180 SPRUCE	010.0000.2210	WALLACE, MITCH
10/21/2016	273040	\$316.50	Fiscal Year 2016/17 Water Stat	640.4710.5303	WATER SYSTEMS CONSULTING INC
10/21/2016	273041	\$95.00	CK DRAINS AFTER TOILET BLOCKAG	010.4213.5604	WATERBOYS PLUMBING
10/21/2016	273042	\$118.25	(2) 15 GALL TRISTANIA	010.4420.5308	WEST COVINA NURSERIES
10/21/2016	273043	\$304.85	WO#2452, TRAFFIC WAY & E BRANC	220.4303.5303	LEE WILSON ELECTRIC COMPANY INC
10/21/2016	273044	\$24.89	MEDICAL FIRST AID SUPPLY	612.4610.5255	WINEMA INDUSTRIAL &
10/21/2016	273045	\$111.70	MEDICARE-941-V, 3RD QTR 2016,	011.0000.2105	CITY OF ARROYO GRANDE
10/21/2016	273046	\$111.70	MEDICARE OVER LIMIT-3RD QTR 21	011.0000.2105	UNITED STATES TREASURY
10/28/2016	273047	\$408.00	INVESTIGATIONS-ANNUAL USAGE TR	010.4204.5607	3SI SECURITY SYSTEMS INC
10/28/2016	273048	\$2,000.00	2016 COMM SERVICE GRANT PROGRA	010.4001.5395	5 CITIES HOMELESS COALITION
10/28/2016	273049	\$17.54	(3) HYDRAULIC HOSE FITTINGS-PW	640.4712.5603	AMERICAN HOSE & COUPLING
10/28/2016	273050	\$184.00	G. ENGLISH APWA MEMBERSHIP 16/	010.4307.5503	APWA
10/28/2016	273051	\$243.49	Annual Blanket Purchase Order	640.4712.5207	AQUA-METRIC SALES CO(DBA)
10/28/2016	273052	\$30.00	PARK DEPOSIT REFUND-RG #1	010.0000.2206	ARNOLD, COLLINA
10/28/2016	273053	\$947.08	SM VALLEY WATER RIGHTS ADJ-THR	640.4710.5575	BAKER, MANOCK & JENSEN, PC
10/28/2016	273054	\$1,649.25	MEASURE E	642.4710.5303	BARNETT COX & ASSOC
10/28/2016	273055	\$25.00	REFUND:PHOTO CLASS-ON LOC MB	010.0000.4605	BERNAL, CATHY
10/28/2016	273056	\$42.31	4601-OIL CHANGE & TIRE ROTATIO	010.4203.5601	BIG BRAND TIRE CO.
10/28/2016	273057	\$465.50	BATON TWIRLING-OCT	010.4424.5351	BREWER, ALEXIS
10/28/2016	273058	\$1,243.66	S.M.I.P. APRIL-SEPT	010.0000.2208	CA ST DEPT OF CONSERVATION
10/28/2016	273058	(\$62.18)	ADMIN FEE-S.M.I.P.	010.0000.4801	CA ST DEPT OF CONSERVATION
10/28/2016	273059	\$74.00	LVE SCAN-CITY	010.4425.5316	CA ST DEPT OF JUSTICE
10/28/2016	273059	\$66.00	LIVE SCAN-PD	010.4204.5329	CA ST DEPT OF JUSTICE
10/28/2016	273060	\$398.16	STATE GREEN BLDG STD FEE-04/16	010.0000.2223	CALIFORNIA BUILDING STANDARDS
10/28/2016	273060	(\$39.00)	ADMIN/CODE ENF EDUCATION FEE	010.0000.2223	CALIFORNIA BUILDING STANDARDS
10/28/2016	273061	\$1,154.77	EMERGENCY COMM PLAN CARDS	010.4201.5201	CENTRAL COAST PRINTING
10/28/2016	273062	\$1,495.00	FCFA WATER DAMAGE REPAIR	010.4420.5303	CENTRAL DRYWALL INC

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10/28/2016	273063	\$78.00	CVT 16-9418 AGPD CASE#1601302	010.4204.5324	CENTRAL VALLEY TOXICOLOGY INC
10/28/2016	273064	\$710.64	BUS. DARK FIBER-REC DEPT	010.4145.5401	CHARTER COMMUNICATIONS
10/28/2016	273064	\$250.00	IT BROADBAND CONNECTION	010.4140.5303	CHARTER COMMUNICATIONS
10/28/2016	273064	\$199.31	PD DEPT INTERNET	010.4204.5607	CHARTER COMMUNICATIONS
10/28/2016	273064	\$50.76	BUS TV-300 E BRANCH	010.4145.5401	CHARTER COMMUNICATIONS
10/28/2016	273064	\$45.43	BUS TV-CORP YARD	010.4307.5303	CHARTER COMMUNICATIONS
10/28/2016	273064	\$12.72	BUS. TV-REC DEPT	010.4145.5401	CHARTER COMMUNICATIONS
10/28/2016	273065	\$504.00	YOGA CLASSES-FLOW, SR & BEG (\$	010.4424.5351	COATES, LINDSEY
10/28/2016	273066	\$2,050.00	WO#2273, TRAFFIC WAY EUC, (6)	010.4420.5308	COBB TREE CARE INC
10/28/2016	273067	\$30.00	PARK DEPOSIT REFUND-STROTHER#3	010.0000.2206	COLEMAN, KATHERINE
10/28/2016	273068	\$13.65	PARKING CITATION PROCESSING FE	010.4204.5303	COMPLUS DATA INNOVATIONS INC
10/28/2016	273069	\$592.92	PVC PIPE 300', (2) 8" CPLGS	640.4712.5610	CORIX WATER PRODUCTS INC
10/28/2016	273070	\$210.00	KEDDY KEYS-OCT (\$300 X 70%)	010.4424.5351	COTTRELL, RACHEL
10/28/2016	273071	\$268.80	SR FITNESS(THRU 10/27) (\$384 X	010.4424.5351	CUDDY, GAYLE
10/28/2016	273072	\$589.00	4605-REPAIR	010.4203.5601	HUBB SYSTESM LLC D.B.A. DATA 911
10/28/2016	273073	\$30.48	4620 & 4621 FUEL	010.4203.5608	J B DEWAR, INC
10/28/2016	273074	\$388.74	SOCKET SET, FUEL EVACUATOR	010.4305.5603	DNB INDUSTRIAL SUPPLY
10/28/2016	273075	\$65.00	DOCUMENT SHREDDING SERVICE	010.4201.5303	THE DOCUTEAM
10/28/2016	273076	\$30.00	PARK DEPOSIT REFUND-STROTHER#3	010.0000.2206	ENRIGHT, EDWARD
10/28/2016	273077	\$7,000.00	BOND PAYOFF ASSISTANCE	470.4850.5500	FIELDMAN ROLAPP & ASSOCIATES
10/28/2016	273078	\$18.12	GAS SERVICES-1500 W BRANCH	010.4145.5401	THE GAS COMPANY
10/28/2016	273079	\$71,762.04	DISPATCHING SVCS-FY 2016-17	010.4145.5303	CITY OF GROVER BEACH
10/28/2016	273080	\$3,753.53	CJ SYSTEM ACCESS & DATA LINES	010.4204.5607	GSA-INFORMATION TECH
10/28/2016	273081	\$67.50	HAIRBRAIDING FOR BEG CLASS-10/	010.4424.5351	HART, NATALIE
10/28/2016	273082	\$50.00	REFUND-TENNIS COURT USE	010.0000.4354	HASSEY, ROBERTO
10/28/2016	273083	\$208.44	LEAGUE OF CA CITIES CONF-MILEA	010.4001.5501	HILL, JAMES
10/28/2016	273084	\$175.00	CHESS SESSION I (\$250 X 70%)	010.4424.5351	HOLLAND, ROBERT
10/28/2016	273085	\$649.77	CHEMICAL PUMP PARTS	640.4711.5603	HOPKINS TECHNICAL PRODUCTS INC
10/28/2016	273086	\$119.31	DEWATERING BAG & FITTINGS	640.4712.5273	IMPACT ABSORBENTS INC
10/28/2016	273087	\$5,723.00	Contracted Building Inspection	010.4212.5303	JAS PACIFIC
10/28/2016	273088	\$50.00	PW17 TOW	010.4420.5601	KAUTZ TOWING
10/28/2016	273089	\$100.00	PW 41 90 DAY INSPECTION	220.4303.5601	L. DIESEL MOBILE SERVICE(DBA)
10/28/2016	273089	\$100.00	PW 50 90 DAY INSPECTION	220.4303.5601	L. DIESEL MOBILE SERVICE(DBA)
10/28/2016	273089	\$50.00	PW30 90 DAY INSPECTION	220.4303.5601	L. DIESEL MOBILE SERVICE(DBA)
10/28/2016	273090	\$1,066.50	MS4 SUPPORT	010.4307.5303	LENHARDT ENGINEERING, INC.
10/28/2016	273090	\$384.00	303D SUPPORT	010.4307.5303	LENHARDT ENGINEERING, INC.
10/28/2016	273091	\$543.63	ACCT#334830, SHORETEL-CITY HAL	010.4145.5403	LEVEL 3 COMMUNICATIONS LLC
10/28/2016	273091	\$543.62	ACCT#334830, SHORETEL-PD	010.4201.5403	LEVEL 3 COMMUNICATIONS LLC
10/28/2016	273092	\$425.00	4610-GRAPHIC REMOVAL	010.4204.5601	LINSON SIGNS(DBA)

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10/28/2016	273093	\$580.20	HARLOE USE-MEETING HALCYON COM	010.4301.5503	LUCIA MAR UNIFIED SCHOOL DIST
10/28/2016	273094	\$35.00	RON SIMPSON MSA 2017 MEMBERSHI	220.4303.5503	MAINTENANCE SUPERINTENDENTS
10/28/2016	273095	\$117.72	LEAGUE OF CA CITIES CONF-MILEA	010.4101.5501	MCFALL, ROBERT K.
10/28/2016	273096	\$150.00	DMV PHYSICAL	010.4305.5315	MEDSTOP URGENT CARE CENTERS
10/28/2016	273097	\$770.00	Design and construction phase	350.5970.7501	MICHAEL K NUNLEY & ASSOC.
10/28/2016	273098	\$87.38	STRIPING PAINT FOR HALLOWEEN C	010.4424.5252	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$72.31	PLIERS	220.4303.5273	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$50.93	STAPLER, STAPLES, NYLON LINE	010.4420.5255	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$46.41	PVC PRIMER, CEMENT	010.4420.5605	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$23.89	LED BULBS	010.4213.5604	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$14.02	CLOCK, BATTERIES	010.4420.5255	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$5.39	AIR COUPLER	010.4420.5605	MINER'S ACE HARDWARE, INC
10/28/2016	273098	\$2.99	LOCK EASE	010.4420.5605	MINER'S ACE HARDWARE, INC
10/28/2016	273099	\$1,082.33	MIRACLE PARTS-SWING SEATS	010.4420.5605	MIRACLE PLAYSYSTEMS INC
10/28/2016	273099	\$216.46	(2) INSTALLED AT PARKSIDE	216.4460.5304	MIRACLE PLAYSYSTEMS INC
10/28/2016	273100	\$21,599.00	Construction Management and In	640.5924.7301	MNS ENGINEERS, INC.
10/28/2016	273100	\$5,992.00	Provide Construction Managemen	350.5603.7301	MNS ENGINEERS, INC.
10/28/2016	273100	\$5,243.93	Provide Construction Managemen	350.5603.7301	MNS ENGINEERS, INC.
10/28/2016	273100	\$5,045.75	Construction Management and In	350.5609.7301	MNS ENGINEERS, INC.
10/28/2016	273101	\$939.75	P-17 BRAKE JOB, SPARK PLUGS, C	220.4303.5601	MULLAHEY FORD
10/28/2016	273101	\$45.24	PW44-SERVICE	612.4610.5601	MULLAHEY FORD
10/28/2016	273102	\$778.83	REPAIR TO PUMP SHAFT	640.4712.5610	NICKSON'S MACHINE SHOP, INC
10/28/2016	273103	\$346.14	ACCT#12180, METRO INTERNET CIR	010.4140.5303	NORCAST TELECOM NETWORKS
10/28/2016	273104	\$27,508.80	HALCYON COMPLETE STREETS PLAN	350.5606.7701	OMNI MEANS LTD
10/28/2016	273105	\$5.88	DELIVERY CHARGE	010.4201.5208	ON TRAC
10/28/2016	273106	\$18,080.31	ELECTRIC-STREET LIGHTING	010.4307.5402	PACIFIC GAS & ELECTRIC CO
10/28/2016	273106	\$1,309.48	ELECTRIC-300 E BRANCH	010.4145.5401	PACIFIC GAS & ELECTRIC CO
10/28/2016	273107	\$1,200.00	PET PICK-UP WICKETS	010.4420.5605	PET PICK-UPS
10/28/2016	273107	\$139.76	Freight	010.4420.5605	PET PICK-UPS
10/28/2016	273108	\$717.00	BODY ARMOR-ESPARZA	010.4203.5272	RANGE MASTER
10/28/2016	273108	\$45.36	NAME BARS-BREWER & SHAW	010.4203.5272	RANGE MASTER
10/28/2016	273108	\$37.22	BILLING ERROR ON INV#9947	010.4204.5272	RANGE MASTER
10/28/2016	273109	\$30.00	PARK DEPOSIT REFUND-RG#1	010.0000.2206	REED, MICHELLE
10/28/2016	273110	\$330.48	TONER	010.4120.5201	RELIABLE IMAGING
10/28/2016	273111	\$15.00	REVERSE OSMOSIS RENTAL:	010.4201.5303	RICHETTI COMPLETE WATER
10/28/2016	273112	\$1,345.00	STREAM MAINT PROJECT PART 2	220.4303.5303	RINCON CONSULTANTS, INC
10/28/2016	273113	\$394.22	FOAM SOAP, LEMON WIPES, FACIAL	010.4213.5604	SAN LUIS PAPER CO
10/28/2016	273113	\$359.67	WYPALLS (3)	010.4420.5605	SAN LUIS PAPER CO
10/28/2016	273113	\$73.34	(4) DISF CLEANER	010.4213.5604	SAN LUIS PAPER CO

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10/28/2016	273114	\$126.00	ZUMBA GOLD-SESSION 2 (\$180 X 7	010.4424.5351	SCHAAD, CHARLOTTE
10/28/2016	273115	\$194.54	REIMB MILEAGE C.JPIA CONF-351 X	010.4120.5501	SISKO, KAREN
10/28/2016	273116	\$9.07	1.25 QUICK FIX, (2) 1.25 COUP	010.4420.5605	SITEONE LANDSCAPE SUPPLY LLC
10/28/2016	273116	\$6.12	(2) 6" ROUND ICV BOX COVER	010.4420.5605	SITEONE LANDSCAPE SUPPLY LLC
10/28/2016	273117	\$50.00	FILING FEE-NOTICE OF EXEMPTION	010.4002.5201	SLO COUNTY CLERK-RECORDER
10/28/2016	273118	\$287.98	MID BLOCK CROSSWALK BARRIER RE	350.5665.7301	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273118	\$287.98	MID BLOCK CROSSWALK BARRIER RE	350.5665.7301	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273118	\$273.46	2016 STREET REPAIRS	350.5638.7001	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273118	\$271.04	NOTICE OF PH-E CHERRY SPECIFIC	010.4130.5301	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273118	\$208.12	ASSESSMENT DISTRICT LANDSCAPE	010.4420.5255	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273118	\$159.72	NOTICE OF PH-8/31, USER FEE ST	010.4002.5201	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273118	\$159.72	NOTICE OF PH-9/7, USER FEE STU	010.4002.5201	THE TRIBUNE/SLO COUNTY NEWSPAPERS
10/28/2016	273119	\$38.50	DISPATCH LINES-06/13-09/12	010.4201.5303	SLO COUNTY SHERIFF'S DEPT
10/28/2016	273120	\$1,456.92	STREETS ROLLUP SIGNS & HARDWAR	220.4303.5613	STATEWIDE SAFETY & SIGNS INC
10/28/2016	273121	\$232.50	PW60-REPAIR RADIO	640.4712.5603	STERLING COMMUNICATIONS
10/28/2016	273122	\$118.75	1 HOLE LAV METERING FAUCET	010.4430.5605	STREATOR PIPE & SUPPLY
10/28/2016	273123	\$29.74	CAR WASHES-IT 1	010.4140.5601	SUNSET NORTH CAR WASH
10/28/2016	273123	\$29.74	CAR WASHES-ENGINEERING	010.4301.5601	SUNSET NORTH CAR WASH
10/28/2016	273123	\$25.49	CAR WASHES-BLDG	010.4212.5601	SUNSET NORTH CAR WASH
10/28/2016	273124	\$1,481.50	Phase I Archaeological Survey	010.4307.5303	SWCA ENVIRONMENTAL CONSULTANTS
10/28/2016	273124	\$645.00	Phase I Archaeological Survey	010.4307.5303	SWCA ENVIRONMENTAL CONSULTANTS
10/28/2016	273125	\$43.20	UNIFORM PATCHES & GLOVE REPAIR	010.4203.5272	T. LEIGH COUTURE
10/28/2016	273125	\$24.84	UNIFORM PATCHES & VEST REPAIR	010.4204.5272	T. LEIGH COUTURE
10/28/2016	273126	\$302.40	(10) 30 X 9 STREET SIGNS	220.4303.5613	TRAFFIC MANAGEMENT INC
10/28/2016	273126	\$285.54	ATP FAST DRY RED PAINT (3)	220.4303.5613	TRAFFIC MANAGEMENT INC
10/28/2016	273127	\$1,473.80	RECWEST OUTDOOR PRODUCTS	010.4420.5605	U.S. BANK
10/28/2016	273127	\$1,150.00	APA CA 2016 ANNUAL CONF-DOWNIN	010.4130.5501	U.S. BANK
10/28/2016	273127	\$789.75	MEATHEAD MOVERS	350.5442.7301	U.S. BANK
10/28/2016	273127	\$684.13	SNACK SUPPLIES	010.4425.5259	U.S. BANK
10/28/2016	273127	\$556.04	TONER	010.4421.5201	U.S. BANK
10/28/2016	273127	\$475.00	REGISTRATION-LOCC CITY CLERKS	010.4002.5501	U.S. BANK
10/28/2016	273127	\$393.15	ULINE-LAMINATOR, POUCHES	010.4421.5201	U.S. BANK
10/28/2016	273127	\$260.89	SCHOOL YEAR SUPPLIES	010.4425.5255	U.S. BANK
10/28/2016	273127	\$224.88	OFFICE DEPOT-OFFICE SUPPLIES	010.4421.5201	U.S. BANK
10/28/2016	273127	\$183.83	OFFICE MAX-BOXES, BUBBLE WRAP	350.5442.7301	U.S. BANK
10/28/2016	273127	\$175.00	CA TOXIC MAIN/ US EPA FEE	220.4303.5503	U.S. BANK
10/28/2016	273127	\$160.00	MISAC ANNUAL MEMBERSHIP	010.4140.5501	U.S. BANK
10/28/2016	273127	\$149.24	AMAZON-ASUS LCD MONITOR, CABLE	010.4307.5201	U.S. BANK
10/28/2016	273127	\$126.71	SCHOOL SUPPLIES	010.4425.5255	U.S. BANK

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10/28/2016	273127	\$120.95	OFFICE DEPOT-OFFICE CHAIR	010.4424.5257	U.S. BANK
10/28/2016	273127	\$106.22	MEETING SUPPLIES-HALCYON RD	350.5606.7701	U.S. BANK
10/28/2016	273127	\$81.08	WAL-MART-PRESCHOOL ORIENTATION	010.4423.5253	U.S. BANK
10/28/2016	273127	\$80.00	WESTERN CHAPTER ISA-MCCLURE	010.4420.5501	U.S. BANK
10/28/2016	273127	\$75.59	LABEL MAKER, TAPE	010.4305.5255	U.S. BANK
10/28/2016	273127	\$71.40	LUCID SOFTWARE-LUCIDPRESS SUBC	010.4421.5201	U.S. BANK
10/28/2016	273127	\$66.90	BATTERY PACK. LEVEL, ADAPTER,	010.4305.5603	U.S. BANK
10/28/2016	273127	\$55.06	OFFICE DEPOT-OFFICE SUPPLIES	010.4421.5201	U.S. BANK
10/28/2016	273127	\$55.00	CSMFO MEMBERSHIP DUES	010.4120.5503	U.S. BANK
10/28/2016	273127	\$43.20	GROVER TOOL RENTAL-MOVING PADS	010.4213.5604	U.S. BANK
10/28/2016	273127	\$26.94	SNACKS FOR SIGMA MEETING	640.4712.5501	U.S. BANK
10/28/2016	273127	\$26.16	ORCHARD-PRESCHOOL SUPPLIES FOR	010.4423.5253	U.S. BANK
10/28/2016	273127	\$21.45	DISNEY STORE-PRESCHOOL TOY	010.4423.5253	U.S. BANK
10/28/2016	273127	\$18.27	Freight	010.4425.5255	U.S. BANK
10/28/2016	273127	\$16.15	BIG 5-BASKETBALL NETS	010.4420.5605	U.S. BANK
10/28/2016	273127	\$15.09	OFFICE SUPPLIES	010.4130.5201	U.S. BANK
10/28/2016	273127	\$15.00	JOB ADV-REC SVCS	010.4425.5316	U.S. BANK
10/28/2016	273127	\$8.93	OFFICE SUPPLIES	010.4101.5201	U.S. BANK
10/28/2016	273127	(\$125.00)	DUPLICATE PYMT MADE-CK#272257	220.4303.5613	U.S. BANK
10/28/2016	273127	(\$436.97)	DUPLICATE PYMT MADE CK#272257	010.4001.5501	U.S. BANK
10/28/2016	273128	\$375.38	COPY MACH LEASE PYMT	010.4201.5803	U.S. BANK EQUIPMENT FINANCE
10/28/2016	273129	\$1,001.11	PAYROLL FOR:W GUZZIE, W/E 10/1	010.4420.5303	UNITED STAFFING ASSOC.
10/28/2016	273129	\$902.70	PAYROLL FOR:L LIRA, W/E 10/16	010.4420.5303	UNITED STAFFING ASSOC.
10/28/2016	273129	\$902.50	PAYROLL FOR:L LIRA W/E 10/09	010.4420.5303	UNITED STAFFING ASSOC.
10/28/2016	273129	\$902.40	PAYROLL FOR:W DOUGLAS W/E 10/1	010.4420.5303	UNITED STAFFING ASSOC.
10/28/2016	273129	\$789.70	PAYROLL FOR:W DOUGLAS W/E 10/0	010.4420.5303	UNITED STAFFING ASSOC.
10/28/2016	273129	\$507.63	PAYROLL FOR:W. GUZZIE W/E 10/0	010.4420.5303	UNITED STAFFING ASSOC.
10/28/2016	273130	\$195.20	ART FOR KIDS OCT	010.4424.5351	VALKO, PEGGY
10/28/2016	273131	\$677.01	ACCT#208620661-00001, DEPT CEL	010.4201.5403	VERIZON WIRELESS
10/28/2016	273131	\$481.33	ACCT#472480460-00001, IPADS	010.4145.5403	VERIZON WIRELESS
10/28/2016	273132	\$40.00	PARK RENTAL FEE REFUND-STROTHER	010.0000.4354	WARNOCK, VICKI
10/28/2016	273132	\$30.00	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	WARNOCK, VICKI
10/28/2016	273133	\$73,057.50	Replacement of two traffic sig	350.5603.7001	LEE WILSON ELECTRIC COMPANY INC
10/28/2016	273134	\$650.00	MONTHLY K-9 MAINT TRAINING	010.4203.5322	WITMER-TYSON IMPORTS INC
10/28/2016	273135	\$1,714.46	OCT 2016 SUPPLEMENTAL INSURANC	011.0000.2126	AFLAC INSURANCE
10/28/2016	273136	\$2,100.00	CAREER FF ASSN DUES-10/16	011.0000.2115	AG PROFESSIONAL FIREFIGHTERS
10/28/2016	273137	\$2,676.00	AG POLICE ASSN DUES-10/16	011.0000.2116	ARROYO GRANDE POLICE ASSN
10/28/2016	273138	\$42,686.79	FEDERAL WITHHOLDING	011.0000.2104	CITY OF ARROYO GRANDE
10/28/2016	273138	\$34,846.60	SOCIAL SECURITY	011.0000.2105	CITY OF ARROYO GRANDE

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10/28/2016	273138	\$10,588.90	MEDICARE	011.0000.2105	CITY OF ARROYO GRANDE
10/28/2016	273139	\$13,148.34	STATE PIT W/H-PAYDATE 10/28/16	011.0000.2108	CA ST EMPLOYMENT DEVEL DEPT
10/28/2016	273139	\$973.14	STATE SDI CONTRIBUTION	011.0000.2111	CA ST EMPLOYMENT DEVEL DEPT
10/28/2016	273142	\$240.00	AG FIRE ASSN DUES-10/16	011.0000.2115	FIVE CITIES FIREFIGHTERS ASSOC
10/28/2016	273143	\$4,447.96	EE DEFERRED COMP FLAT	011.0000.2117	ICMA RETIREMENT CORP
10/28/2016	273143	\$1,532.44	EE DEFERRED COMP %	011.0000.2117	ICMA RETIREMENT CORP
10/28/2016	273143	\$775.00	ER DEFERRED COMP FLAT	011.0000.2117	ICMA RETIREMENT CORP
10/28/2016	273144	\$118,759.41	ACTIVE HEALTH INSURANCE	011.0000.2109	PERS - ACTIVE MED
10/28/2016	273144	\$5,232.61	RETIREE HEALTH INSURANCE	010.4099.5136	PERS - ACTIVE MED
10/28/2016	273144	\$636.89	RETIREE HEALTH INSURANCE	220.4303.5136	PERS - ACTIVE MED
10/28/2016	273144	\$387.90	RETIREE HEALTH INSURANCE	010.0000.1111	PERS - ACTIVE MED
10/28/2016	273144	\$277.08	ACTIVE HEALTH ADMIN FEE	010.4145.5131	PERS - ACTIVE MED
10/28/2016	273144	\$126.17	RETIREE HEALTH INSURANCE	640.4710.5136	PERS - ACTIVE MED
10/28/2016	273144	\$86.85	ACTIVE FIRE HEALTH ADMIN FEE	010.0000.1111	PERS - ACTIVE MED
10/28/2016	273145	\$17,001.07	PPE 10/20/16-MISC TIER I	011.0000.2106	PERS - RETIREMENT
10/28/2016	273145	\$16,262.13	PPE 10/20/16-POLICE TIER I	011.0000.2106	PERS - RETIREMENT
10/28/2016	273145	\$16,019.53	PPE 10/20/16-FIRE TIER I	011.0000.2106	PERS - RETIREMENT
10/28/2016	273145	\$4,854.56	PPE 10/20/16-POLICE TIER II	011.0000.2106	PERS - RETIREMENT
10/28/2016	273145	\$3,936.53	PPE 10/20/16-MISC PEPPA	011.0000.2106	PERS - RETIREMENT
10/28/2016	273145	\$1,444.84	PPE 10/20/16-MISC TIER II	011.0000.2106	PERS - RETIREMENT
10/28/2016	273145	\$1,281.09	PPE 10/20/16-POLICE PEPPA	011.0000.2106	PERS - RETIREMENT
10/28/2016	273146	\$1,522.02	SEIU DUES-10/16	011.0000.2118	S.E.I.U. LOCAL 620
10/28/2016	273147	\$3,063.29	EE PARS CONTRIB PAYDATE 10/28	011.0000.2107	US BANK OF CALIFORNIA
10/28/2016	273147	\$3,017.59	EE PARS CONTRIB PAYDATE 10/14/	011.0000.2107	US BANK OF CALIFORNIA
10/28/2016	273147	\$765.81	ER PARS CONTRIB PAYDATE 10/28	011.0000.2107	US BANK OF CALIFORNIA
10/28/2016	273147	\$754.42	ER PARS CONTRIB PAYDATE 10/14/	011.0000.2107	US BANK OF CALIFORNIA
11/04/2016	273148	\$8,630.75	NOV 2016 DELTA DENTAL PREMIUM	011.0000.2110	DELTA DENTAL
11/04/2016	273148	\$1,998.70	NOV 2016 DELTA DENTAL PREMIUM-	010.4099.5132	DELTA DENTAL
11/04/2016	273149	\$2,772.38	NOVEMBER 2016 PREMIUM-LIFE INS	011.0000.2113	STANDARD INSURANCE CO
11/04/2016	273150	\$2,058.80	NOVEMBER 2016 PREMIUM	011.0000.2119	VISION SERVICE PLAN
11/04/2016	273150	\$447.84	NOVEMBER 2016 PREMIUM RETIREES	010.4099.5133	VISION SERVICE PLAN
11/04/2016	273151	\$158.06	UB Refund Cst #00023247	640.0000.2301	BERRY, RICHARD & GAIL
11/04/2016	273152	\$146.25	UB Refund Cst #00023496	640.0000.2301	BOSCH, ROLAND & SALLI
11/04/2016	273153	\$208.11	UB Refund Cst #00020609	640.0000.2301	BYRNE, JASON
11/04/2016	273154	\$299.40	UB Refund Cst #00002130	640.0000.2301	NEFF, MATTHEW
11/04/2016	273155	\$194.40	UB Refund Cst #00003867	640.0000.2301	PILGRIM, JOYCE
11/04/2016	273156	\$140.62	UB Refund Cst #00022731	640.0000.2301	TURNER, JESSICCA
11/04/2016	273157	\$20.00	BACTI TEST-FIRE HYDRANT EMAN/A	640.4710.5310	ABALONE COAST ANALYTICAL INC
11/04/2016	273158	\$28.50	CORP YARD MATS	010.4213.5303	ARAMARK UNIFORM SERVICES

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11/04/2016	273158	\$28.50	CORP YARD MATS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$21.67	WATER DEPT UNIFORMS	640.4711.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$21.67	WATER DEPT UNIFORMS	640.4711.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$21.67	WATER DEPT UNIFORMS	640.4712.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$21.67	WATER DEPT UNIFORMS	640.4712.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$21.67	WATER DEPT UNIFORMS	640.4712.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$17.50	STREETS DEPT UNIFORMS	220.4303.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$17.50	STREETS DEPT UNIFORMS	220.4303.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$17.50	STREETS DEPT UNIFORMS	220.4303.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$16.88	STREETS DEPT UNIFORMS	220.4303.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$16.88	STREETS DEPT UNIFORMS	220.4303.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$14.00	PARKS DEPT UNIFORMS	010.4420.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$14.00	PARKS DEPT UNIFORMS	010.4420.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$14.00	PARKS DEPT UNIFORMS	010.4420.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$14.00	PARKS DEPT UNIFORMS	010.4420.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$14.00	PARKS DEPT UNIFORMS	010.4420.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$8.70	AUTO SHOP TOWELS	010.4305.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$8.70	AUTO SHOP TOWELS	010.4305.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$8.55	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$8.55	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.07	SEWER DEPT UNIFORMS	612.4610.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.07	SEWER DEPT UNIFORMS	612.4610.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.07	SEWER DEPT UNIFORMS	612.4610.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.07	SEWER DEPT UNIFORMS	612.4610.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.07	SEWER DEPT UNIFORMS	612.4610.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	BLDG MAINT UNIFORMS	010.4213.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	BLDG DEPT UNIFORMS	010.4213.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	BLDG MAINT UNIFORMS	010.4213.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	BLDG MAINT UNIFORMS	010.4213.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	BLDG MAINT UNIFORMS	010.4213.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$7.00	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$3.50	AUTO SHOP UNIFORMS	010.4305.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$3.50	AUTO SHOP UNIFORMS	010.4305.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$3.50	AUTO SHOP UNIFORMS	010.4305.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$3.50	AUTO SHOP UNIFORMS	010.4305.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273158	\$3.50	AUTO SHOP UNIFORMS	010.4305.5143	ARAMARK UNIFORM SERVICES
11/04/2016	273159	\$23.80	REC DEPT MATS	010.4213.5303	ARAMARK UNIFORM SERVICES

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11/04/2016	273159	\$23.80	REC DEPT MATS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273160	\$21.00	POLICE DEPT MATS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273160	\$21.00	POLICE DEPT MATS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273161	\$20.30	PARKS DEPT MATS/MOPHEADS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273161	\$20.30	PARKS DEPT MATS/MOPHEADS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273162	\$10.50	CITY HALL MATS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273162	\$10.50	CITY HALL MATS	010.4213.5303	ARAMARK UNIFORM SERVICES
11/04/2016	273163	\$336.83	PUBLIC PERFORMANCE OF COPYRIGHT	010.4003.5319	ASCAP
11/04/2016	273164	\$37.71	BAN#9391033181, 473-1935, ALAR	640.4710.5403	AT&T
11/04/2016	273164	\$33.64	BAN#8054892345627, EOC LINE	010.4217.5403	AT&T
11/04/2016	273164	\$19.79	BAN#9391033186, 473-5452, CC M	010.4145.5403	AT&T
11/04/2016	273165	\$36.00	ARMORER COURSE PER DIEM (\$18 X	010.4204.5501	AYALA, ZAK
11/04/2016	273166	\$191.00	CAR WASH-PD SUPPORT SERVICES	010.4204.5601	BOB'S EXPRESS WASH
11/04/2016	273166	\$157.00	CAR WASH-PD PATROL	010.4203.5601	BOB'S EXPRESS WASH
11/04/2016	273166	\$38.00	CAR WASH-PW 56 & 57, 17	010.4420.5601	BOB'S EXPRESS WASH
11/04/2016	273166	\$28.00	CAR WASHPW 19, 6, 22	220.4303.5601	BOB'S EXPRESS WASH
11/04/2016	273166	\$18.00	CAR WASH-PW WATER	640.4712.5601	BOB'S EXPRESS WASH
11/04/2016	273166	\$9.00	CAR WASH-ENGINEERNG	010.4301.5608	BOB'S EXPRESS WASH
11/04/2016	273166	\$8.00	CAR WASH-PD ADMIN	010.4201.5601	BOB'S EXPRESS WASH
11/04/2016	273167	\$111.00	PEST CONTROL: CITY HALL	010.4213.5303	BREZDEN PEST CONTROL, INC
11/04/2016	273167	\$84.00	PEST CONTROL: WOMENS CLUB	010.4213.5303	BREZDEN PEST CONTROL, INC
11/04/2016	273168	\$90.00	REFUND: QUILTING FALL 2016 SES	010.0000.4605	BROWN, HARMONY
11/04/2016	273169	\$2,201.94	CMC ADM/INMATE PAY/MILEAGE 09/	220.4303.5303	CA ST DEPT OF CORRECTIONS
11/04/2016	273170	\$139.07	ID CARDS FOR PD	010.4201.5201	CARD INTEGRATORS CORP
11/04/2016	273170	\$120.00	ANNUAL DATABASE MAINT. FOR EMP	010.4145.5303	CARD INTEGRATORS CORP
11/04/2016	273170	\$16.35	ID CARDS FOR FCFA	010.0000.1111	CARD INTEGRATORS CORP
11/04/2016	273170	\$16.35	ID CARDS FOR PW	010.4307.5201	CARD INTEGRATORS CORP
11/04/2016	273171	\$24,874.75	PROF LEGAL SVCS-OCT 2016	010.4003.5304	CARMEL & NACCASHA, LLP
11/04/2016	273171	\$906.50	LITIGATION & RELATED MATTERS	010.4003.5327	CARMEL & NACCASHA, LLP
11/04/2016	273172	\$100.15	PW50-MIRROR, FLAPS	220.4303.5601	CARQUEST AUTO PARTS
11/04/2016	273173	\$52.93	BUINESS CARDS-T. SCHMIDT	010.4102.5255	CENTRAL COAST PRINTING
11/04/2016	273174	\$1,400.00	FENCE REPAIR-POPLAR BASIN, 08/	010.4420.5303	CREATIVE FENCE CO.
11/04/2016	273174	\$1,400.00	FENCE REPAIR-POPLAR BASIN 09/1	010.4420.5303	CREATIVE FENCE CO.
11/04/2016	273175	\$412.89	NITRILE GLOVES & TOWELS	010.4420.5605	FASTENAL COMPANY
11/04/2016	273175	\$50.74	NITRILE GLOVES	010.4420.5605	FASTENAL COMPANY
11/04/2016	273176	\$236.25	VALVE LID LIFTING TOOL	640.4712.5273	FERGUSON ENTERPRISES, INC
11/04/2016	273176	\$185.26	(2) FIRE HYDRANT NOZZLES	640.4712.5610	FERGUSON ENTERPRISES, INC
11/04/2016	273177	\$32.12	GAS SERVICES-211 VERNON ST	010.4145.5401	THE GAS COMPANY
11/04/2016	273177	\$18.12	GAS SERVICES-111 S MASON	010.4145.5401	THE GAS COMPANY

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11/04/2016	273178	\$2,000.00	LE POINT ST LEASE-11/16	218.4101.5803	GUTIERREZ, JOHN & MAUREEN
11/04/2016	273179	\$86.08	1375 ASH TRAILER MOUNT 9/24-10	220.4303.5303	HARVEY'S HONEY HUTS
11/04/2016	273180	\$390.00	LE POINT ST LEASE-11/16	218.4101.5803	JACOBSON, JESSE
11/04/2016	273181	\$36.00	ARMORER COURSE PER DIEM (\$18 X	010.4203.5501	JOLLY, JIM
11/04/2016	273182	\$1,200.00	EROSION BOND REFUND-307 MYRTLE	010.0000.2210	KOVACS, MARK AND INGRID
11/04/2016	273183	\$269.61	11/16 MANAGED HEALTH NETWORK	010.4145.5147	MANAGED HEALTH NETWORK
11/04/2016	273184	\$30.00	PARK DEPOSIT REFUND-STROTHER#3	010.0000.2206	MARTIN, MARIA
11/04/2016	273185	\$1,704.99	Prepare Sewer Manhole Rehabili	612.5849.7501	MICHAEL K NUNLEY & ASSOC.
11/04/2016	273185	\$700.00	Perform construction managemen	612.5841.7301	MICHAEL K NUNLEY & ASSOC.
11/04/2016	273186	\$135.00	40' CARGO CONTAINER RENTAL-CIT	350.5442.7301	MID-STATE CONTAINER SALES INC
11/04/2016	273187	\$56.10	MOUSE TRAPS, BATTERIES	010.4420.5605	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$55.06	SHOP SUPPLIES	220.4303.5613	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$38.84	HAMMERS	010.4420.5605	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$25.90	TROWEL, SHOVEL, BUSHING, FASTE	640.4712.5273	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$19.41	CABLE TIES	010.4420.5605	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$17.24	4 SPRING SNAP LINKS	010.4305.5255	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$8.56	TROWEL, SHOVEL, BUSHING, FASTE	640.4712.5255	MINER'S ACE HARDWARE, INC
11/04/2016	273187	\$4.54	WELL#4 SUPPLIES	640.4712.5609	MINER'S ACE HARDWARE, INC
11/04/2016	273188	\$113.32	OFFICE SUPPLIES	010.4130.5201	OFFICE DEPOT
11/04/2016	273189	\$7,844.85	ELECTRIC	010.4145.5401	PACIFIC GAS & ELECTRIC CO
11/04/2016	273189	\$5,575.48	ELECTRIC	640.4712.5402	PACIFIC GAS & ELECTRIC CO
11/04/2016	273189	\$5,124.63	ELECTRIC	640.4711.5402	PACIFIC GAS & ELECTRIC CO
11/04/2016	273189	\$1,580.62	ELECTRIC	612.4610.5402	PACIFIC GAS & ELECTRIC CO
11/04/2016	273189	\$1,277.81	ELECTRIC	010.4307.5402	PACIFIC GAS & ELECTRIC CO
11/04/2016	273189	\$22.79	ELECTRIC	217.4460.5355	PACIFIC GAS & ELECTRIC CO
11/04/2016	273190	\$340.08	AIRLESS DRIVE CABLE, AIRLESS G	010.4430.5603	PIONEER ATHLETICS
11/04/2016	273191	\$30.00	PARK DEPOSIT REFUND:ELM ST BBQ	010.0000.2206	RAMIREZ, ROSA
11/04/2016	273192	\$36.00	ARMORER COURSE PER DEM (\$18 X	010.4203.5501	REED, KENNETH
11/04/2016	273193	\$200.00	VACUUM & MOP-WOMENS CTR 10/2 &	010.4213.5303	SCOTT'S CARPET CARE
11/04/2016	273194	\$30.00	PARK DEPOSIT REFUND: STROTHER#	010.0000.2206	STANDON, GINA
11/04/2016	273195	\$3,876.59	LARGE WATER SYSTEM FEES-7/1/15	640.4710.5303	SWRCB
11/04/2016	273196	\$64.80	CUSTOM PARKING SIGN REPLACEMEN	220.4303.5613	TRAFFIC MANAGEMENT INC
11/04/2016	273197	\$1,476.74	RED TRASH BAGS, BRUTE CANS, LI	010.4420.5605	ULINE
11/04/2016	273198	\$592.26	PAYROLL FOR:W. GUZZIE W/E 10/2	010.4420.5303	UNITED STAFFING ASSOC.
11/04/2016	273199	\$83.82	ACCT#808089883-00002	010.4425.5255	VERIZON WIRELESS
11/04/2016	273200	\$2,996.10	N. CITIES STAFF SUPPORT SVCS	640.4710.5303	WATER SYSTEMS CONSULTING INC
11/04/2016	273200	\$2,829.69	N. CITIES STAFF SUPPORT SVCS	640.4710.5303	WATER SYSTEMS CONSULTING INC
11/04/2016	273200	\$2,028.84	N. CITIES STAFF SUPPORT SVCS	640.4710.5303	WATER SYSTEMS CONSULTING INC
11/04/2016	273201	\$815.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING

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11/04/2016	273201	\$775.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$760.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$610.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$546.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$536.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$536.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$523.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$515.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$513.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$510.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$510.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$500.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$273.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273201	\$260.00	Continuation of the City's Plu	226.4306.5303	WATERBOYS PLUMBING
11/04/2016	273202	\$30.00	PARK DEPOSIT REFUND:STROTHER #	010.0000.2206	WEAVER, JESSINDA
11/04/2016	273203	\$134.22	BLD16-000385 REFUND-80%, DUPL	010.0000.4181	WICKS ROOFING INC
11/04/2016	273204	\$1,320.00	SIGNAL MAINT-09/16, 11 INTERSE	010.4307.5303	LEE WILSON ELECTRIC COMPANY INC
11/04/2016	273204	\$75.00	OAK PARK & WEST BRANCH	010.4307.5303	LEE WILSON ELECTRIC COMPANY INC
11/04/2016	273204	\$60.00	OAK PARK & JAMES WAY	010.4307.5303	LEE WILSON ELECTRIC COMPANY INC
11/04/2016	273204	\$60.00	OAK PARK & EL CAMINO REAL	010.4307.5303	LEE WILSON ELECTRIC COMPANY INC
11/10/2016	273205	\$285.00	HALLOWEEN BARRICADE FILL	220.4303.5303	A & P WATER TRUCKS
11/10/2016	273206	\$3,424.90	REPLACEMENT HOLSTERS	010.4204.5603	ADAMSON INDUSTRIES, INC
11/10/2016	273207	\$2,402.50	OCT 2016 CABLECASTING	010.4002.5330	AGP VIDEO, INC
11/10/2016	273207	\$825.00	AUDIO/PRESENTATION EQUIPMENT	350.5442.7301	AGP VIDEO, INC
11/10/2016	273207	\$750.00	INTERNET STREAMING-OCT 2016	010.4002.5303	AGP VIDEO, INC
11/10/2016	273208	\$41.26	RED SINGLE BULLNOSE CORED 12".	220.4303.5613	AIR-VOL BLOCK, INC
11/10/2016	273209	\$1,480.12	Annual Blanket Purchase Order	640.4712.5611	AQUA-METRIC SALES CO(DBA)
11/10/2016	273210	\$155.06	WATER DEPT-HATS	640.4712.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273210	\$128.80	STREETS DEPT-HATS	220.4303.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273210	\$102.82	PARKS DEPT-HATS	010.4420.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273210	\$30.86	BLDG MAINT-HATS	010.4213.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273210	\$30.86	AUTO SHOP-HATS	010.4305.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273210	\$30.86	SOTO SPORTS COMPLEX-HATS	010.4430.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273210	\$30.86	SEWER DEPT-HATS	612.4610.5143	ARAMARK UNIFORM SERVICES
11/10/2016	273211	\$40.00	PARK RENTAL REFUND-RG#2	010.0000.4354	ARCHAMBEAULT, ANGELA
11/10/2016	273211	\$30.00	PARK DEPOSIT REFUND-RG#2	010.0000.2206	ARCHAMBEAULT, ANGELA
11/10/2016	273212	\$231.56	PROPERTY & EVIDENCE ROOM SUPPL	010.4204.5255	ARROWHEAD SCIENTIFIC, INC
11/10/2016	273213	\$235.23	BAN#9391033184, 805-473-5100	010.4201.5403	AT&T
11/10/2016	273213	\$53.73	BAN#9391033187, 805-481-6944	010.4201.5403	AT&T

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11/10/2016	273213	\$28.63	BAN#9391033183, 805-473-2198	010.4201.5403	AT&T
11/10/2016	273213	(\$1.18)	BAN#9391033188, 805-489-2174	010.4201.5403	AT&T
11/10/2016	273214	\$1,182.79	4619-TIRES	010.4204.5601	BIG BRAND TIRE CO.
11/10/2016	273214	\$34.16	4607-OIL CHANGE & TIRE ROTATIO	010.4203.5601	BIG BRAND TIRE CO.
11/10/2016	273214	\$34.16	4619 OIL CHANGE	010.4204.5601	BIG BRAND TIRE CO.
11/10/2016	273214	(\$543.84)	4609 TIRES	010.4203.5601	BIG BRAND TIRE CO.
11/10/2016	273215	\$52.66	WELL #11, PLANS & SPECS REVIEW	640.5944.7301	BLUEPRINT EXPRESS
11/10/2016	273216	\$60.00	REFUND:WRITING FROM LIFE SESSI	010.0000.4605	BRAVO, KATHY
11/10/2016	273217	\$500.00	Janitorial services for the Po	010.4201.5605	BRENDLER JANITORIAL SERVICE
11/10/2016	273217	\$25.03	Janitorial services for the Po	010.4213.5303	BRENDLER JANITORIAL SERVICE
11/10/2016	273218	\$118.00	PEST CONTROL: FIRE DEPT	010.4213.5303	BREZDEN PEST CONTROL, INC
11/10/2016	273219	\$5.39	(1) 6" ROLLER	220.4303.5613	BRISCO MILL & LUMBER YARD
11/10/2016	273220	\$28.06	PW41 OFFSET MIRROR	220.4303.5601	BRUMIT DIESEL, INC
11/10/2016	273221	\$77.03	(5) SPLIT RAIL POST HOLE, #PHI	220.4303.5613	BURKE AND PACE OF AG, INC
11/10/2016	273221	\$24.66	(2) SPLIT RAIL LINE POST	220.4303.5613	BURKE AND PACE OF AG, INC
11/10/2016	273221	\$12.33	SPLIT RAIL LINE POST	220.4303.5613	BURKE AND PACE OF AG, INC
11/10/2016	273221	\$5.39	1X4X12 DF	220.4303.5613	BURKE AND PACE OF AG, INC
11/10/2016	273222	\$1,577.65	CONFERENCE-IACP	010.4201.5501	BUSINESS CARD
11/10/2016	273222	\$179.98	GENERATOR COVERS	010.4204.5603	BUSINESS CARD
11/10/2016	273222	\$47.50	FUEL	010.4201.5608	BUSINESS CARD
11/10/2016	273222	\$20.62	Freight	010.4204.5603	BUSINESS CARD
11/10/2016	273223	\$1,268.66	OFFICE SUPPLIES	010.4201.5201	BUSINESS CARD
11/10/2016	273223	\$210.00	COMMUNITY RELATIONS-BALLOONS	010.4201.5504	BUSINESS CARD
11/10/2016	273223	\$116.98	UNIFORMS-ARMSTRONG & ADAMS	010.4204.5272	BUSINESS CARD
11/10/2016	273223	\$69.98	UNIFORMS-ARMSTRON& ADAMS	010.4204.5272	BUSINESS CARD
11/10/2016	273223	\$50.00	COMM RELATIONS-BALLOONS-PRESS	010.4201.5504	BUSINESS CARD
11/10/2016	273223	\$25.95	Freight	010.4201.5504	BUSINESS CARD
11/10/2016	273223	\$19.95	Freight	010.4204.5272	BUSINESS CARD
11/10/2016	273224	\$858.00	AMMUNITION	010.4203.5255	BUSINESS CARD
11/10/2016	273224	\$62.94	Freight	010.4203.5255	BUSINESS CARD
11/10/2016	273225	\$883.16	TRAINING-ICAC LODGING	010.4204.5501	BUSINESS CARD
11/10/2016	273226	\$585.00	IACP CONFERENCE-COSGROVE, DAY,	010.4201.5501	BUSINESS CARD
11/10/2016	273226	\$75.79	FUEL	010.4201.5608	BUSINESS CARD
11/10/2016	273226	\$11.93	HARVEST FEST BRIEFING	010.4201.5501	BUSINESS CARD
11/10/2016	273227	\$327.66	FLEET MAINT & SUPPLIES	010.4203.5601	BUSINESS CARD
11/10/2016	273227	\$220.50	FLEET MAINT & SUPPLIES	010.4203.5601	BUSINESS CARD
11/10/2016	273227	\$13.13	POSTAGE	010.4201.5801	BUSINESS CARD
11/10/2016	273228	\$215.00	TRAINING-IACP CONFERENCE	010.4201.5501	BUSINESS CARD
11/10/2016	273228	\$12.00	RANGE SUPPLIES	010.4204.5255	BUSINESS CARD

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11/10/2016	273229	\$156.15	PROPERTY & EVIDENCE SUPPLIES	010.4204.5255	BUSINESS CARD
11/10/2016	273230	\$149.01	K-9 EXPENSE-DOG FOOD	010.4203.5322	BUSINESS CARD
11/10/2016	273231	\$91.79	INVESTIGATION SUPPLIES	010.4204.5255	BUSINESS CARD
11/10/2016	273232	\$85.00	TRAINING-IACP CONFERENCE	010.4201.5501	BUSINESS CARD
11/10/2016	273233	\$61.55	INVESTIGATIONS-UNIFORMS	010.4204.5272	BUSINESS CARD
11/10/2016	273234	\$45.97	SWAT SUPPLIES	010.4204.5255	BUSINESS CARD
11/10/2016	273234	\$7.03	Freight	010.4204.5255	BUSINESS CARD
11/10/2016	273235	\$287.84	EL CAMINO REAL-STORM DRAIN	350.5970.7001	CALPORTLAND CONSTRUCTION
11/10/2016	273235	\$216.82	EL CAMNO REAL-STORM DRAIN	350.5970.7001	CALPORTLAND CONSTRUCTION
11/10/2016	273236	\$77.70	STOCK AIR FILTERS	010.4203.5601	CARQUEST AUTO PARTS
11/10/2016	273237	\$3.59	(2) 5" PYRAMID CAP WHITE/TAN	010.4430.5605	CENTRAL COAST FENCE, INC
11/10/2016	273238	\$155.03	MAINT AGREEMENT-COPIER	010.4204.5602	CHAPARRAL
11/10/2016	273239	\$987.20	BUS. DARK FIBER-PD	010.4145.5401	CHARTER COMMUNICATIONS
11/10/2016	273239	\$79.99	FORENSICS INTERNET	010.4204.5607	CHARTER COMMUNICATIONS
11/10/2016	273240	\$2,126.00	HP SERVER ANNUAL SUPPORT-11/16	010.4140.5303	CIO SOLUTIONS LP
11/10/2016	273241	\$55.00	PARTIAL REFUND- 5 CITIES YOUTH	010.0000.4613	CLARK, BARBARA
11/10/2016	273242	\$35.10	PARKING CITATION PROCESSING FE	010.4204.5303	COMPLUS DATA INNOVATIONS INC
11/10/2016	273243	\$2,671.93	2016 ST REPAIRS-BOXES, LIDS, F	350.5638.7001	CORIX WATER PRODUCTS INC
11/10/2016	273244	\$105.00	KIDDY KEYS-SEPT (\$150 X 70%)	010.4424.5351	COTTRELL, RACHEL
11/10/2016	273245	\$700.00	FENCE REPAIR-POPLAR RENTENTION	010.4420.5605	CREATIVE FENCE CO.
11/10/2016	273245	\$350.00	FENCE REPAIR, POPLAR RETENTION	010.4420.5605	CREATIVE FENCE CO.
11/10/2016	273245	\$350.00	FENCE REPAIR-POPLAR BASIN	010.4420.5605	CREATIVE FENCE CO.
11/10/2016	273246	\$1,553.66	UTILITY BILL MAILING:2814, 9/3	640.4710.5208	DATAPROSE LLC
11/10/2016	273246	\$400.00	NET BILL MONTHLY MAINT	640.4710.5303	DATAPROSE LLC
11/10/2016	273246	\$297.50	NETBILL CC TRANS	640.4710.5555	DATAPROSE LLC
11/10/2016	273247	\$16,187.65	7520 GAL #87 FUEL	010.0000.1202	J B DEWAR, INC
11/10/2016	273247	\$21.10	4620 & 4621 FUEL	010.4203.5608	J B DEWAR, INC
11/10/2016	273248	\$170.00	PRE-EMPLOYMENT PHYSICAL, N VAL	010.4120.5315	DOCTORS MEDPLUS MED CNTR
11/10/2016	273248	\$25.00	PRE EMPLOYMENT PHYSICAL-N. VAL	010.4120.5315	DOCTORS MEDPLUS MED CNTR
11/10/2016	273249	\$830.00	MAINT SVCS-PARKSIDE PARK	219.4460.5304	EARTHSCAPES
11/10/2016	273249	\$110.00	MAINT SVCS-GRACE LANE	216.4460.5304	EARTHSCAPES
11/10/2016	273250	\$490.00	HERITAGE PARK RESTROOM-UPDATE	350.5547.7501	EIKHOF DESIGN GROUP
11/10/2016	273250	\$300.00	Complete design services for t	350.5665.7501	EIKHOF DESIGN GROUP
11/10/2016	273250	\$210.00	Provide design services for th	350.5548.7501	EIKHOF DESIGN GROUP
11/10/2016	273251	\$1,150.00	PRE-EMPLOY BACKGROUND &	010.4201.5303	ENBERG INVESTIGATIONS
11/10/2016	273252	\$84.24	STRAW-CARNIVAL	010.4420.5605	FARM SUPPLY CO
11/10/2016	273252	\$42.36	TREE STAKES	010.4420.5605	FARM SUPPLY CO
11/10/2016	273253	\$462.08	2" AIR RELIEF VALVE-WELL#4	640.4712.5610	FERGUSON ENTERPRISES, INC
11/10/2016	273253	\$384.43	AIR/VALVE ENCLOSURE	640.4712.5610	FERGUSON ENTERPRISES, INC

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11/10/2016	273253	\$178.20	AIR/VAC VALVE	640.4712.5610	FERGUSON ENTERPRISES, INC
11/10/2016	273253	\$173.90	PIPE DIES	640.4712.5273	FERGUSON ENTERPRISES, INC
11/10/2016	273253	\$118.94	WATER WELL SADDLE -WELL#4	640.4712.5610	FERGUSON ENTERPRISES, INC
11/10/2016	273253	\$32.40	(1) METER LID TOOL	640.4712.5273	FERGUSON ENTERPRISES, INC
11/10/2016	273254	\$660.92	PW22- FOUR NEW TIRES	220.4303.5601	FIGUEROA'S TIRES
11/10/2016	273254	\$20.00	PARKS SCAG MOWER TIRE MOUNTS	010.4420.5603	FIGUEROA'S TIRES
11/10/2016	273255	\$63.76	UNIFORM-NAME STRIPS(BREWER & S	010.4203.5272	GALLS, LLC
11/10/2016	273256	\$30.00	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	GARCIA, GILBERT
11/10/2016	273257	\$125.45	GAS SERVICES-1375 ASH	010.4145.5401	THE GAS COMPANY
11/10/2016	273257	\$42.79	GAS SERVICES-350 S ELM	010.4145.5401	THE GAS COMPANY
11/10/2016	273257	\$28.83	GAS SERVICES-200 N HALCYON	010.4145.5401	THE GAS COMPANY
11/10/2016	273258	\$30.00	PARK DEPOSIT REFUND-STROTHER#3	010.0000.2206	GREAVES, KATHERINE
11/10/2016	273259	\$30.00	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	GUPTA, SWATI
11/10/2016	273260	\$710.00	RECRUITMENT-POLICE ACADEMY FEE	010.4201.5316	ALLAN HANCOCK COLLEGE JCCD
11/10/2016	273261	\$841.63	4623-REPAIRS	010.4204.5601	HEACOCK TRAILERS & TRUCK
11/10/2016	273262	\$30.00	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	INGAN, JENNIFER
11/10/2016	273263	\$180.00	R SIMPSON MEMBERSHIP RENEWAL 2	220.4303.5501	INTL SOCIETY OF ARBORICULTURE
11/10/2016	273264	\$167.74	PATROL SUPPLIES	010.4203.5255	INTOXIMETERS, INC
11/10/2016	273265	\$168.23	OFF-SITE RECORDS STORAGE	010.4002.5303	IRON MOUNTAIN
11/10/2016	273266	\$115.00	PARTIAL REFUND- 5 CITIES YOUTH	010.0000.4613	KAPLAN, JEFFREY
11/10/2016	273267	\$40.00	PARTIAL REFUND- 5 CITIES YOUTH	010.0000.4613	KERR, SANDRA
11/10/2016	273268	\$5,658.98	KIDZ LOVE SOCCER-FALL 2016	010.4424.5351	KIDZ LOVE SOCCER (DBA)
11/10/2016	273269	\$40.00	PARK RENTAL FEE REFUND-STROTHER	010.0000.4354	LIGHTFOOT, STACY
11/10/2016	273269	\$30.00	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	LIGHTFOOT, STACY
11/10/2016	273270	\$29.97	WELDING SUPPLIES	220.4303.5255	MATHESON TRI-GAS INC
11/10/2016	273271	\$105.00	REFUND FOR SIGN PERMIT FEE: 53	010.0000.4161	MICHAEL K NUNLEY & ASSOC.
11/10/2016	273272	\$1,749.60	36 CU YDS CEDAR CHIPS ORO PLAY	010.4420.5605	MIER BROS LANDSCAPE PRODUCTS
11/10/2016	273272	\$145.80	.75 CU YD 5 SACK	220.4303.5613	MIER BROS LANDSCAPE PRODUCTS
11/10/2016	273272	\$124.20	.5 CU YDS 6 SACK	220.4303.5613	MIER BROS LANDSCAPE PRODUCTS
11/10/2016	273273	\$53.99	16X20 TARP	220.4303.5255	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$48.33	PISTOL RED, POKETHOSE, TP2, T	010.4213.5604	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$46.42	BYPASS PRUNER, WORK GLOVES	010.4420.5605	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$29.76	WELL #4-SOCKET ADAPTER, HEX BI	640.4712.5273	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$29.14	TARP, CABLE TIES	220.4303.5255	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$28.07	EXTENSION CORD	640.4712.5255	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$21.59	ACE IMPACT HP GLOVE	010.4420.5255	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$21.59	PADLOCK 2 1/4	010.4420.5605	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$20.16	ELECT TAPE, LITH GREASE	010.4213.5604	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$18.34	GORILLA TAPE	010.4424.5251	MINER'S ACE HARDWARE, INC

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11/10/2016	273273	\$18.33	CAULK GUN, GRAY MORTAR	220.4303.5613	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$17.26	HEAVY DUTY CABLE	010.4430.5605	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$15.10	50# CONCRETE	220.4303.5613	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$15.10	TROWEL, TRANSPLANTER	640.4712.5273	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$11.42	OIL LIQ WRENCH	220.4303.5613	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$9.71	CEMENT NEOPRENE	010.4213.5604	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$9.71	PRIMER, SPRAY PAINT	010.4430.5605	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$8.18	LIME FLAGGING TAPE, MASKING TA	010.4307.5201	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$7.31	WELL #4 BUSHINGS	640.4711.5603	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$3.23	RES #4 PUMP- CLEANER	640.4712.5255	MINER'S ACE HARDWARE, INC
11/10/2016	273273	\$2.16	WELL #4 BUSHINGS	640.4711.5603	MINER'S ACE HARDWARE, INC
11/10/2016	273273	(\$16.18)	CREDIT RETURN-BIT, SOCKET ADAP	640.4712.5273	MINER'S ACE HARDWARE, INC
11/10/2016	273274	\$8,357.00	Construction Management and In	640.5690.7301	MNS ENGINEERS, INC.
11/10/2016	273274	\$4,936.00	Construction Management and In	350.5638.7301	MNS ENGINEERS, INC.
11/10/2016	273274	\$2,590.00	Construction Management and In	350.5658.7301	MNS ENGINEERS, INC.
11/10/2016	273274	\$690.00	Construction Management and In	350.5638.7301	MNS ENGINEERS, INC.
11/10/2016	273275	\$45.48	PW 22 -THE WORKS	220.4303.5601	MULLAHEY FORD
11/10/2016	273275	\$42.00	PW61-THE WORKS	220.4303.5601	MULLAHEY FORD
11/10/2016	273276	\$312.15	OIL MIX,TRIMMER LINE, POWER FU	010.4420.5603	NOBLE SAW, INC
11/10/2016	273276	\$227.07	BARS, CHAIN, AIR FILTERS	010.4420.5603	NOBLE SAW, INC
11/10/2016	273276	\$40.34	TRIMMER LINE	220.4303.5613	NOBLE SAW, INC
11/10/2016	273277	\$373.00	JR POLICE OFFICER STICKERS	010.4201.5504	OMG NATIONAL
11/10/2016	273277	\$17.00	Freight	010.4201.5504	OMG NATIONAL
11/10/2016	273278	\$2,929.90	Services to provide Signal Tim	350.5603.7501	OMNI MEANS LTD
11/10/2016	273278	\$1,924.73	Design for a traffic signal	350.5603.7501	OMNI MEANS LTD
11/10/2016	273279	\$4,900.00	OPEN GOV APPLICATION SUPPORT	010.4140.5303	OPENGOV, INC
11/10/2016	273280	\$255.00	K SCHMIDT-12/13/16 SEMINAR REG	010.4420.5501	PRZ SEMINARS
11/10/2016	273281	\$247.19	(4) ADMIN POLO-JOHNSON	010.4204.5272	RANGE MASTER
11/10/2016	273282	\$1,715.80	DUMOR CAST BENCH-QUIMBY	010.4420.5303	RECWEST OUTDOOR PRODUCTS INC
11/10/2016	273283	\$15.00	REVERSE OSMOSIS RENTAL:OCT	010.4201.5303	RICHETTI COMPLETE WATER
11/10/2016	273284	\$30.00	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	ROBERTS, JOSHUA
11/10/2016	273285	\$548.36	REPAIR GENERATOR, REPLACE BATT	010.4213.5303	SAN LUIS POWERHOUSE
11/10/2016	273286	\$367.92	INSTALL WIRE & BREAKER FOR HVA	010.4213.5303	ALLEN SCHOFIELD ELECTRIC INC
11/10/2016	273287	\$30.00	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	SHEPPARD, BREANNA
11/10/2016	273288	\$2,331.00	UST ANNUAL PERMIT	010.4305.5303	SLO COUNTY ENVIRONMENTAL
11/10/2016	273289	\$550.00	PARK DEPOSIT REFUND-COMM CTR	010.0000.2206	SOLIS, MARTIN
11/10/2016	273289	\$200.00	PARK DEPOSIT REFUND-COMM CTR	010.0000.2206	SOLIS, MARTIN
11/10/2016	273289	(\$165.00)	SUPERVISION-16.5 HRS X \$10	010.0000.4353	SOLIS, MARTIN
11/10/2016	273290	\$148.87	DUMPSTERS -140 TRAFFIC WAY	010.4213.5303	SOUTH COUNTY SANITARY SVC, INC

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Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
11/10/2016	273290	\$128.23	DUMPSTERS -JAMES WAY	010.4213.5303	SOUTH COUNTY SANITARY SVC, INC
11/10/2016	273290	\$128.23	DUMPSTERS -STROTHER PARK	010.4213.5303	SOUTH COUNTY SANITARY SVC, INC
11/10/2016	273290	\$100.80	DUMPSTERS -PD	010.4213.5303	SOUTH COUNTY SANITARY SVC, INC
11/10/2016	273290	\$6.75	DUMPSTERS -CORP YARD CARDBOARD	010.4213.5303	SOUTH COUNTY SANITARY SVC, INC
11/10/2016	273291	\$45.57	SELF CLOSING DRINKING FOUNTAIN	010.4430.5605	STREATOR PIPE & SUPPLY
11/10/2016	273292	\$695.00	CHALLENGE COINS	010.4201.5255	SYMBOL ARTS
11/10/2016	273292	\$30.00	Freight	010.4201.5255	SYMBOL ARTS
11/10/2016	273293	\$25.00	INVESTIGATIVE SERVICES-OCT	010.4204.5303	TRANSUNION RISK
11/10/2016	273294	\$1,069.20	DOG WASTE DEPOT	010.4420.5605	U.S. BANK
11/10/2016	273294	\$773.89	ADMIN SVCS PRINTER	010.4120.5306	U.S. BANK
11/10/2016	273294	\$771.90	LOCC ANNUAL CONF LODGING-J HIL	010.4001.5501	U.S. BANK
11/10/2016	273294	\$655.22	SNACK SUPPLIES	010.4425.5259	U.S. BANK
11/10/2016	273294	\$475.00	CA PARKS & REC-AGENCY MEMBERSH	010.4421.5503	U.S. BANK
11/10/2016	273294	\$440.41	SPECIAL EVENTS-HALLOWEEN	010.4424.5252	U.S. BANK
11/10/2016	273294	\$430.92	PICKLEBALL CENTRAL SUPPLIES	010.4424.5257	U.S. BANK
11/10/2016	273294	\$359.11	IRRIG SUPPLY OUTLET	010.4420.5605	U.S. BANK
11/10/2016	273294	\$314.91	DOMAIN NAME RENEWAL-NETWORK SO	010.4140.5303	U.S. BANK
11/10/2016	273294	\$289.49	SCHOOL YEAR SUPPLIES	010.4425.5255	U.S. BANK
11/10/2016	273294	\$282.14	OFFICE DEPOT	010.4421.5201	U.S. BANK
11/10/2016	273294	\$259.70	SERVER ROOM ENVIRONMENTAL MONI	010.4140.5602	U.S. BANK
11/10/2016	273294	\$251.83	LOCC ANNUAL CONF LODGING-B MCF	010.4101.5501	U.S. BANK
11/10/2016	273294	\$230.36	HALLOWEEN CANDY	010.4145.5508	U.S. BANK
11/10/2016	273294	\$185.62	PRESCHOOL SUPPLIES-WALMART	010.4423.5253	U.S. BANK
11/10/2016	273294	\$182.94	HOME DEPOT	010.4430.5605	U.S. BANK
11/10/2016	273294	\$179.52	SCHOOL YEAR SUPPLIES	010.4425.5255	U.S. BANK
11/10/2016	273294	\$178.00	BLANK CHECKS	010.4120.5201	U.S. BANK
11/10/2016	273294	\$162.06	WALMART-HALLOWEEN, PICKLEBALL	010.4424.5257	U.S. BANK
11/10/2016	273294	\$158.17	KRYOLAN CORP-HALLOWEEN MAZE	010.4424.5252	U.S. BANK
11/10/2016	273294	\$148.61	TRAINING SUPPLIES-BLOODBORNE	010.4145.5501	U.S. BANK
11/10/2016	273294	\$129.79	OFFICE SUPPLIES	010.4101.5201	U.S. BANK
11/10/2016	273294	\$124.89	COSTCO-PICKLEBALL SUPPLIES	010.4424.5257	U.S. BANK
11/10/2016	273294	\$111.98	Freight	010.4120.5201	U.S. BANK
11/10/2016	273294	\$100.00	INTL SOCIETY ARBORICULTURE	010.4420.5503	U.S. BANK
11/10/2016	273294	\$97.82	TILECO	220.4303.5613	U.S. BANK
11/10/2016	273294	\$80.47	KMART-HALLOWEEN MAZE	010.4424.5252	U.S. BANK
11/10/2016	273294	\$80.00	WESTERN CHAPTER ISA-MCCLURE	010.4420.5501	U.S. BANK
11/10/2016	273294	\$75.33	1099'S	010.4120.5201	U.S. BANK
11/10/2016	273294	\$75.00	AMERICAN BACKFLOW PREV ASSN	010.4420.5503	U.S. BANK
11/10/2016	273294	\$74.30	HALLOWEEN SUPPLIES-WALMART	010.4424.5252	U.S. BANK

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11/10/2016	273294	\$65.02	MOVIE NIGHT SPECIAL EVENT-SMAR	010.4424.5252	U.S. BANK
11/10/2016	273294	\$62.63	ADOLPH KIEFER & ASSOC-YOUTH BA	010.4426.5201	U.S. BANK
11/10/2016	273294	\$52.79	SMART & FINAL-WATER, PEPSI	010.4307.5303	U.S. BANK
11/10/2016	273294	\$50.00	STARBUCKS-PRIZES FOR PICKLEBAL	010.4424.5257	U.S. BANK
11/10/2016	273294	\$35.00	CITY MGR LUNCHEON MMASC	010.4101.5501	U.S. BANK
11/10/2016	273294	\$27.50	FUN SHOP/STAGE-HALLOWEEN MAZE	010.4424.5252	U.S. BANK
11/10/2016	273294	\$24.99	LAPTOP REPLACEMENT BATTERY-AMA	010.4140.5602	U.S. BANK
11/10/2016	273294	\$20.53	GOERGE PATTON ASSOC-PICKLEBALL	010.4424.5257	U.S. BANK
11/10/2016	273294	\$15.00	CRAIGSLIST RECRUITMENT POSTING	010.4425.5316	U.S. BANK
11/10/2016	273294	\$14.84	USB SERIAL ADAPTER-AMAZON	010.4140.5602	U.S. BANK
11/10/2016	273294	\$14.44	Freight	010.4424.5252	U.S. BANK
11/10/2016	273294	\$9.46	Freight	010.4140.5602	U.S. BANK
11/10/2016	273294	\$7.36	Freight	010.4424.5257	U.S. BANK
11/10/2016	273294	\$3.50	SCHOLASTIC-SHIPPING FOR PRESCH	010.4423.5253	U.S. BANK
11/10/2016	273294	\$3.00	CC MACH TEST TRANSACTIONS	010.0000.4818	U.S. BANK
11/10/2016	273294	\$2.20	USPS	010.4307.5303	U.S. BANK
11/10/2016	273294	(\$51.48)	TONERPRICE CREDIT	010.4421.5201	U.S. BANK
11/10/2016	273295	\$25.00	PORTABLE RESTROOM SERVICE	010.4201.5303	UNITED SITE SERVICES
11/10/2016	273296	\$129.39	PUMP PARTS FOR CHEMICAL FEED P	640.4711.5603	USA BLUE BOOK
11/10/2016	273297	\$75.00	PARK RENTAL FEE REFUND-STROTHER	010.0000.4354	VELASQUEZ, VICOTR
11/10/2016	273297	\$30.00	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	VELASQUEZ, VICOTR
11/10/2016	273297	(\$5.00)	ADMIN CHG FOR CANCELLED RESV.	010.0000.4354	VELASQUEZ, VICOTR
11/10/2016	273298	\$29.07	ACCT#808089883-00001	010.4305.5403	VERIZON WIRELESS
11/10/2016	273299	\$12,761.50	Provide Construction Managemen	350.5442.7301	WALLACE GROUP A CALIF CORP
11/10/2016	273300	\$2,951.50	LE POINT AREA WATER MAIN UPGRA	640.5924.7301	WATER SYSTEMS CONSULTING INC
11/10/2016	273301	\$43,057.01	FEDERAL WITHHOLDING	011.0000.2104	CITY OF ARROYO GRANDE
11/10/2016	273301	\$33,654.34	SOCIAL SECURITY	011.0000.2105	CITY OF ARROYO GRANDE
11/10/2016	273301	\$10,721.90	MEDICARE	011.0000.2105	CITY OF ARROYO GRANDE
11/10/2016	273302	\$13,284.44	STATE PIT W/H-PAYDATE 11/10/16	011.0000.2108	CA ST EMPLOYMENT DEVEL DEPT
11/10/2016	273302	\$981.68	STATE SDI CONTRIBUTION	011.0000.2111	CA ST EMPLOYMENT DEVEL DEPT
11/10/2016	273305	\$4,482.96	EE DEFERRED COMP- FLAT	011.0000.2117	ICMA RETIREMENT CORP
11/10/2016	273305	\$1,415.06	EE DEFERRED COMP - %	011.0000.2117	ICMA RETIREMENT CORP
11/10/2016	273305	\$775.00	ER DEFERRED COMP- FLAT	011.0000.2117	ICMA RETIREMENT CORP
11/10/2016	273306	\$17,182.72	PPE 11/3/16-POLICE TIER I	011.0000.2106	PERS - RETIREMENT
11/10/2016	273306	\$17,070.81	PPE 11/3/16-MISC TIER I	011.0000.2106	PERS - RETIREMENT
11/10/2016	273306	\$15,769.62	PPE 11/3/16-FIRE TIER I	011.0000.2106	PERS - RETIREMENT
11/10/2016	273306	\$5,254.60	PPE 11/3/16-POLICE TIER II	011.0000.2106	PERS - RETIREMENT
11/10/2016	273306	\$3,936.53	PPE 11/3/16- MISC PEPPRA	011.0000.2106	PERS - RETIREMENT
11/10/2016	273306	\$1,444.84	PPE 11/3/16-MISC TIER II	011.0000.2106	PERS - RETIREMENT

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Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
11/10/2016	273306	\$1,408.86	PPE 11/3/16-POLICE PEPR	011.0000.2106	PERS - RETIREMENT
11/10/2016	273307	\$3,173.39	EE PARS CONTRIB-PAYDATE 11/10/	011.0000.2107	US BANK OF CALIFORNIA
11/10/2016	273307	\$793.42	ER PARS CONTRIB-PAYDATE 11/10/	011.0000.2107	US BANK OF CALIFORNIA
		\$1,848,768.99			

**CITY OF ARROYO GRANDE**  
**DEPARTMENTAL LABOR DISTRIBUTION**  
**PAY PERIOD**

**10/7/2016 - 10/20/2016**

**10/28/16**

<b>BY FUND</b>		<b>BY ACCOUNT</b>	
General Fund	300,616.38	5101	Salaries Full time 238,414.88
Streets Fund	12,538.57	5102	Salaries Part-Time - PPT 9,054.33
FCFA	146,823.53	5103	Salaries Part-Time - TPT 42,736.25
Sewer Fund	5,007.58	5105	Salaries OverTime 42,985.94
Water Fund	20,479.62	5106	Salaries Strike Team OT -
	<u>485,465.68</u>	5107	Salaries Standby 526.50
		5108	Holiday Pay 2,480.36
		5109	Sick Pay 9,146.54
		5110	Annual Leave Buyback -
		5111	Vacation Buyback -
		5112	Sick Leave Buyback -
		5113	Vacation Pay 7,298.06
		5114	Comp Pay 6,371.47
		5115	Annual Leave Pay 5,045.24
		5116	Salaries - Police FTO -
		5121	PERS Retirement 39,760.41
		5122	Social Security 22,717.75
		5123	PARS Retirement 765.81
		5126	State Disability Ins. 973.14
		5127	Deferred Compensation 775.00
		5131	Health Insurance 49,399.41
		5132	Dental Insurance 3,952.41
		5133	Vision Insurance 931.72
		5134	Life Insurance 447.83
		5135	Long Term Disability 585.13
		5143	Uniform Allowance -
		5144	Car Allowance 437.50
		5146	Council Expense -
		5147	Employee Assistance -
		5148	Boot Allowance -
		5149	Motor Pay -
		5150	Bi-Lingual Pay 100.00
		5151	Cell Phone Allowance 560.00
			<u>485,465.68</u>
<b>OVERTIME BY DEPARTMENT:</b>			
Administrative Services	-		
Community Development	-		
Police	9,455.98		
Fire	33,224.12		
Public Works - Maintenance	305.84		
Public Works - Enterprise	-		
Recreation - Administration	-		
Recreation - Special Events	-		
Children In Motion	-		
	<u>42,985.94</u>		

**CITY OF ARROYO GRANDE**  
**DEPARTMENTAL LABOR DISTRIBUTION**

**PAY PERIOD**

**10/21/2016 - 11/3/2016**

**11/10/16**

<b>BY FUND</b>		<b>BY ACCOUNT</b>	
General Fund	311,722.35	5101	Salaries Full time 237,912.49
Streets Fund	12,640.68	5102	Salaries Part-Time - PPT 10,785.48
FCFA	142,826.92	5103	Salaries Part-Time - TPT 42,006.59
Sewer Fund	5,007.57	5105	Salaries OverTime 35,102.74
Water Fund	20,391.83	5106	Salaries Strike Team OT -
	<u>492,589.35</u>	5107	Salaries Standby 532.50
		5108	Holiday Pay 7,712.70
		5109	Sick Pay 12,333.65
		5110	Annual Leave Buyback -
		5111	Vacation Buyback 2,848.00
		5112	Sick Leave Buyback -
		5113	Vacation Pay 4,714.20
		5114	Comp Pay 6,272.53
		5115	Annual Leave Pay 7,748.26
		5116	Salaries - Police FTO -
		5121	PERS Retirement 40,432.88
		5122	Social Security 22,188.12
		5123	PARS Retirement 793.42
		5126	State Disability Ins. 981.68
		5127	Deferred Compensation 775.00
		5131	Health Insurance 51,817.27
		5132	Dental Insurance 4,361.23
		5133	Vision Insurance 1,008.52
		5134	Life Insurance 433.73
		5135	Long Term Disability 693.24
		5143	Uniform Allowance -
		5144	Car Allowance 437.50
		5146	Council Expense -
		5147	Employee Assistance -
		5148	Boot Allowance -
		5149	Motor Pay 37.62
		5150	Bi-Lingual Pay 100.00
		5151	Cell Phone Allowance 560.00
			<u>492,589.35</u>
<b>OVERTIME BY DEPARTMENT:</b>			
Administrative Services	-		
Community Development	-		
Police	7,715.70		
Fire	27,143.84		
Public Works - Maintenance	47.55		
Public Works - Enterprise	195.65		
Recreation - Administration	-		
Recreation - Special Events	-		
Children In Motion	-		
	<u>35,102.74</u>		

## ACTION MINUTES

### SPECIAL MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY TO THE DISSOLVED ARROYO GRANDE REDEVELOPMENT AGENCY TUESDAY, OCTOBER 25, 2016

#### CITY HALL UPSTAIRS CONFERENCE ROOM, 300 EAST BRANCH STREET ARROYO GRANDE, CALIFORNIA

#### **1. CALL TO ORDER**

Mayor Hill called the Special City Council/Successor Agency Meeting to order at 4:30 p.m.

#### **2. ROLL CALL**

Council Members Kristen Barneich and Jim Guthrie, Mayor Pro Tem Barbara Harmon, and Mayor Jim Hill were present. Council Member Tim Brown was absent.

Interim City Manager Bob McFall, City Attorney Heather Whitham, and Director of Legislative and Information Services/City Clerk Kelly Wetmore were also present.

#### **3. FLAG SALUTE**

Mayor Hill led the flag salute.

#### **4. PUBLIC COMMENT**

None.

#### **5. CITY COUNCIL CLOSED SESSION**

At 4:35 p.m., City Attorney Whitham announced the City Council would adjourn to closed session to consider the following items:

##### **SUCCESSOR AGENCY:**

- a) Conference with Real Property Negotiator pursuant to Government Code Section 54956.8:

Property: APN: 006-151-027; Located at Faeh Avenue and El Camino Real  
Agency Negotiators: Debbie Malicoat, Finance Officer; Marty Indvik, Lee & Associates  
Negotiating Parties: Pacifica Investments, LLC; and Parimal Naran  
Under Negotiation: Price and terms of payment for sale of property

##### **CITY COUNCIL:**

- b) Conference with Legal Counsel - Existing Litigation pursuant to Paragraph (1) of Subdivision (d) of Section 54956.9:

Name of Case: Pacific Gas and Electric Company Application 16-08-006 for Approval of the Retirement of Diablo Canyon Power Plant, Implementation of the Joint Proposal, and Recovery of Associated Costs Through Proposed Ratemaking Mechanisms before the California Public Utilities Commission- Protest of the City of San Luis Obispo, City of Pismo Beach, City of Paso Robles, City of Arroyo Grande, City of Morro Bay, and City of Atascadero

Mayor Hill announced that he would recuse himself for Item 5.b. due to a conflict of interest relating to his employer.

Adjourned to closed session.

**6. RECONVENE TO OPEN SESSION:**

The City Council/Successor Agency reconvened at 5:40 p.m. City Attorney Whitham announced that with regard to the first closed session item, the Successor Agency provided direction to its agency negotiator regarding the potential sale of the property. City Attorney Whitham stated that with regard to the second closed session item, the City Council provided direction to its legal counsel regarding the proceedings before the California Public Utilities Commission.

**7. ADJOURNMENT**

The Special Meeting was adjourned at 5:45 p.m.

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**Jim Hill, Mayor**

**ATTEST:**

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**Kelly Wetmore, City Clerk**

**(Approved at CC Mtg \_\_\_\_\_)**

## ACTION MINUTES

### REGULAR MEETING OF THE CITY COUNCIL TUESDAY, OCTOBER 25, 2016 ARROYO GRANDE WOMAN'S CLUB AND COMMUNITY CENTER, 211 VERNON STREET ARROYO GRANDE, CALIFORNIA

#### **1. CALL TO ORDER**

Mayor Hill called the Regular City Council Meeting to order at 6:01 p.m.

#### **2. ROLL CALL**

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

Staff Present: Interim City Manager Bob McFall, City Attorney Heather Whitham, Director of Legislative and Information Services/City Clerk Kelly Wetmore, and Public Works Director Geoff English.

#### **3. MOMENT OF REFLECTION**

#### **4. FLAG SALUTE**

David Tennant, representing Arroyo Grande Rotary Club, led the Flag Salute.

#### **5. AGENDA REVIEW**

##### **5.a. Closed Session Announcements.**

##### October 25, 2016 Special Meeting:

##### Successor Agency:

- a) Conference with Real Property Negotiator pursuant to Government Code Section 54956.8:  
Property: APN: 006-151-027; Located at Faeh Avenue and El Camino Real  
Agency Negotiators: Debbie Malicoat, Finance Officer; Marty Indvik, Lee & Associates  
Negotiating Parties: Pacifica Investments, LLC; and Parimal Naran  
Under Negotiation: Price and terms of payment for sale of property

City Attorney Whitham announced that the Successor Agency met in closed session and provided direction to its agency negotiator regarding the potential sale of the property.

##### City Council:

- b) Conference With Legal Counsel- Existing Litigation pursuant to Paragraph (1) of Subdivision (d) of Section 54956.9:  
Name of Case: Pacific Gas and Electric Company Application 16-08-006 for Approval of the Retirement of Diablo Canyon Power Plant, Implementation of the Joint Proposal, and Recovery of Associated Costs Through Proposed Ratemaking Mechanisms before the California Public Utilities Commission- Protest of the City of San Luis Obispo, City of Pismo Beach, City of Paso Robles, City of Arroyo Grande, City of Morro Bay, and City of Atascadero

City Attorney Whitham announced that the City Council met in closed session and provided direction to its legal counsel regarding the proceedings before the California Public Utilities Commission.

**5.b. Ordinances Read in Title Only.**

Council Member Barneich moved, Council Member Guthrie 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**

None.

**7. CITIZENS' INPUT, COMMENTS, AND SUGGESTIONS**

Mayor Hill invited public comment. Speaking from the public were Linda Osty, who offered an invocation; Patty Welsh, expressed concern about the continuing drought and the time it is taking to implement a building moratorium and urged the Council to adopt a 150% water offset requirement; Andrea Seastrand, representing Central Coast Taxpayers Association, expressed concern about illegal electioneering that has been occurring in the County relating to Measure J; Pamela Denny, representing Bel Mer Developments (Tract 3054), referred to a letter sent to the City Council expressing concerns regarding the proposed building moratorium; and Patricia Price, expressed concern about water and supported a building moratorium.

**8. INTERIM CITY MANAGER REPORT:**

Interim City Manager McFall provided an update of the tentative November 22<sup>nd</sup> City Council Agenda; announced that the traffic signal project at Oak Park Boulevard and West Branch Street has been completed; and announced the Arroyo Grande Halloween Carnival and Haunted Maze event to be held on Saturday, October 29<sup>th</sup> at Elm Street Park.

**9. CONSENT AGENDA**

Mayor Hill invited public comments. No 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 recommended courses of action. The motion passed on the following roll-call vote:

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

**9.a. Consideration of Cash Disbursement Ratification.**

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

**9.b. Consideration of Investment Deposits.**

**Action:** Received and filed the report listing the current investment deposits of the City, as of August 31, 2016 and September 30, 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 October 11, 2016, as submitted.

- 9.d. **Consideration of Cancellation of December 27, 2016 City Council Meeting.**  
**Action:** Cancelled the regularly scheduled Council meeting of December 27, 2016 due to the holidays.
- 9.e. **Consideration of Adoption of a Resolution Revising the Stage 1 Water Emergency Regulations to Increase Mandatory Conservation for Dedicated Irrigation Meters.**  
**Action:** Adopted a Resolution entitled: ***“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING EXHIBIT A OF RESOLUTION 4659 RELATING TO REQUIRED REDUCTIONS FOR DEDICATED IRRIGATION METERS DURING THE DECLARED STAGE 1 WATER SHORTAGE EMERGENCY”***.

## **10. PUBLIC HEARINGS**

- 10.a. **Consideration of Adoption of an Ordinance Amending Portions of Title 8 (Fire Code) and Title 15 (Building and Construction Codes) of the Arroyo Grande Municipal Code.**

Building Official Hurst presented the staff report and recommended that the City Council adopt an Ordinance amending portions of the Arroyo Grande Municipal Code Chapter 8.04 related to the adoption of the California Fire Code and the International Fire Code; and amending portions of Chapter 15.04 related to the adoption of California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Code, California Existing Building Code, California Energy Code, California Historical Building Code and the International Property Maintenance Code.

Mayor Hill opened the public hearing, and upon hearing no comments, he closed the public hearing.

**Action:** Mayor Pro Tem Harmon moved to adopt an Ordinance entitled: ***“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING PORTIONS OF ARROYO GRANDE MUNICIPAL CODE CHAPTER 8.04 RELATED TO THE ADOPTION OF THE CALIFORNIA FIRE CODE AND INTERNATIONAL FIRE CODE; AND AMENDING PORTIONS OF CHAPTER 15.04 RELATED TO THE ADOPTION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA GREEN BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE”***. Council Member Barneich seconded, and the motion passed on the following roll-call vote:

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

## **11. OLD BUSINESS**

- 11.a. **Adoption of an Ordinance Amending the California Public Employees’ Retirement System Contract for Local Police Members of the Arroyo Grande Police Officers’ Association.**

Interim City Manager McFall presented the staff report and recommended that the City Council adopt an Ordinance authorizing an amendment to the contract between the City and the Board of Administration of the California Public Employees' Retirement System regarding cost sharing by local police members of the Arroyo Grande Police Officers' Association.

Mayor Hill invited public comment. No public 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 AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM"**. Mayor Hill seconded, and the motion passed on the following roll-call vote:

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

## **12. NEW BUSINESS**

### **12.a. Consideration of the Purchase and Installation of a Play Structure at Heritage Square Park.**

Mayor Pro Tem Harmon declared a conflict of interest due to ownership of real property near the project site and stepped down from the dais.

Public Works Director English presented the staff report and recommended that the City Council approve the purchase and installation of a proposed play structure at Heritage Square Park and appropriate \$40,000 from the Parks Development Fund for project expenses. Staff responded to questions from Council.

Riley Betita, prospective Eagle Scout, presented his project proposal for a play structure in the Village at Heritage Square Park and responded to questions from Council.

Mayor Hill invited public comment. Speaking from the public were: Nancy Underwood, Short Street, supported the proposed play structure, but expressed concerns about unsupervised junior high kids as it relates to how strong the play equipment is and asked how often the equipment is inspected; Robin Jennings, Short Street, supported the proposed play structure, but expressed concern with the Geodome; Joey Massey, Troop 413 Scout and Paulding student, supported the proposed play structure and commented that there should be more lighting in the area; Maureen, resident, supported the proposed play structure; Kathleen Mink, supported the proposed play structure; Shereen Cantoa, supported the proposed play structure, Dr. Daniel Bronstein, supported the proposed play structure, and Patty Welsh, supported the proposed play structure and commented that maybe the Men's Club could volunteer with this project.

Kathy Wiggins, representing Sun Country Playgrounds, responded to questions from Council concerning the durability, maintenance, and longevity of the equipment.

**Action:** Council Member Guthrie moved to approve the purchase and installation of the proposed play structure at Heritage Square Park and to appropriate \$40,000 from the Parks Development Fund for project expenses. Mayor Hill seconded, and the motion passed on the following roll-call vote:

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

Mayor Pro Tem Harmon returned to the dais.

### **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)
  
- (b) MAYOR PRO TEM HARMON:**
  - (1) County Water Resources Advisory Committee (WRAC)
  - (2) Air Pollution Control District (APCD)
  - (3) Five Cities Fire Authority (FCFA)
  
- (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) Economic Vitality Corporation
  
- (d) COUNCIL MEMBER BROWN:**
  - (1) Integrated Waste Management Authority Board (IWMA)
  - (2) Economic Vitality Corporation (EVC)
  - (3) South San Luis Obispo County Sanitation District (SSLOCSD).
  
- (e) COUNCIL MEMBER BARNEICH:**
  - (1) Zone 3 Water Advisory Board
  - (2) Homeless Services Oversight Council (HSOC)

### **14. COUNCIL COMMUNICATIONS**

Council Member Barneich announced that the warming center is in need of volunteers to help assemble hygiene kits; and reported that she received an email from a citizen thanking staff for the new intersection improvements at Oak Park and W. Branch Street.

Mayor Hill announced that the Trick or Treat event will be held in the Village on Monday afternoon, October 31<sup>st</sup> and urged motorists to drive safely and watch out for kids who are trick or treating.

**15. COMMUNITY COMMENTS AND SUGGESTIONS**

Patty Welsh, would like to receive responses to her emails to Council; Virginia Roof, spoke regarding Camp Arroyo Grande and requested an update; Rowan Roof, supports the preservation of Camp Arroyo Grande.

**16. ADJOURNMENT**

Mayor Hill adjourned the meeting at 8:00 p.m.

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**Jim Hill, Mayor**

**ATTEST:**

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**Kelly Wetmore, City Clerk**

**(Approved at CC Mtg \_\_\_\_\_)**

## **ACTION MINUTES**

### **SPECIAL MEETING OF THE CITY COUNCIL TUESDAY, NOVEMBER 16, 2016**

#### **CITY HALL UPSTAIRS CONFERENCE ROOM, 300 EAST BRANCH STREET ARROYO GRANDE, CALIFORNIA**

##### **1. CALL TO ORDER**

Mayor Pro Tem Harmon called the Special City Council/ Meeting to order at 5:00 p.m.

##### **2. ROLL CALL**

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

Interim City Manager Bob McFall, City Attorney Heather Whitham, and Director of Legislative and Information Services/City Clerk Kelly Wetmore were also present.

##### **3. FLAG SALUTE**

Mayor Pro Tem Harmon led the flag salute.

##### **4. PUBLIC COMMENT**

None.

##### **5. CITY COUNCIL CLOSED SESSION**

At 5:02 p.m., City Attorney Whitham announced the City Council would adjourn to closed session to consider the following item:

- a) Conference with Legal Counsel - Existing Litigation pursuant to Paragraph (1) of Subdivision (d) of Section 54956.9:

Name of Case: Pacific Gas and Electric Company Application 16-08-006 for Approval of the Retirement of Diablo Canyon Power Plant, Implementation of the Joint Proposal, and Recovery of Associated Costs Through Proposed Ratemaking Mechanisms before the California Public Utilities Commission- Protest of the City of San Luis Obispo, City of Pismo Beach, City of Paso Robles, City of Arroyo Grande, City of Morro Bay, and City of Atascadero

Adjourned to closed session.

##### **6. RECONVENE TO OPEN SESSION:**

The City Council reconvened at 5:29 p.m. City Attorney Whitham announced that the City Council provided direction to the City Attorney regarding the action before the California Public Utility Commission.

##### **7. ADJOURNMENT**

The Special Meeting was adjourned at 5:31 p.m.

**Minutes of City Council Special Meeting  
November 16, 2016  
Page 2**

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**Jim Hill, Mayor**

**ATTEST:**

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**Kelly Wetmore, City Clerk**

**(Approved at CC Mtg \_\_\_\_\_)**



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: DEBORAH MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES**

**BY: KAREN SISCO, HUMAN RESOURCES MANAGER**

**SUBJECT: CONSIDERATION OF A RESOLUTION RECLASSIFYING THE PART-TIME BUILDING PERMIT TECHNICIAN TO A FULL-TIME POSITION AND ESTABLISHING A SALARY RANGE FOR THE POSITION**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council adopt a Resolution reclassifying the part-time Building Permit Technician to a full-time position and establish a salary range for the position.

### **FINANCIAL IMPACT:**

The financial impact from reclassifying the part-time Building Permit Technician in the Building Division of the Community Development Department to a full-time position is approximately \$34,400 per year. Actual costs during FY 2016-17 will depend on when the position is filled. The position is currently vacant and the Community Development Administrative Intern is filling in on an acting basis during the recruitment process.

The position is proposed to be funded from General Fund reserves. It is anticipated that the increase in building permit activity as well as the fee adjustments recently approved will partially or fully offset the increased expenditure. Any budgetary adjustments required will be made during the mid-year budget report.

### **BACKGROUND:**

In January 2008, the full-time Building Permit Technician was modified to a part-time Office Assistant II position in response to the recession and city-wide expenditure reductions. At the February 23, 2016 City Council meeting, the City Council approved staff's recommendation to upgrade the part-time Office Assistant II to a part-time Building Permit Technician to reflect the increased duties and requirements, and a job description was approved for the position.

**CITY COUNCIL**

**CONSIDERATION OF A RESOLUTION RECLASSIFYING THE PART-TIME BUILDING PERMIT TECHNICIAN TO A FULL-TIME POSITION AND ESTABLISHING A SALARY RANGE FOR THE POSITION**

**NOVEMBER 22, 2016**

**PAGE 2**

**ANALYSIS OF ISSUES:**

After the position reclassification in January 2008, the Building Official covered the technician duties. Following the move to the new City Hall, the part-time Office Assistant II took over additional front counter duties for City Hall as a whole and various administrative duties, including assisting with public records requests, records retention, records archiving, and water billing customer service. The part-time Office Assistant II also became the coordinator for the Neighborhood Services program.

Earlier this year, the part-time Office Assistant II position was reclassified to a part-time Building Permit Technician, reflecting the increasing technician duties required of the position. This allowed the shifting of some technician duties away from the Building Official, allowing him to focus on more complex and time sensitive tasks. While having the Building Official perform technician duties during the Great Recession was a viable strategy for the short term, it is not sustainable, given the permit volume and regulatory changes in the Building Division.

Building permits and inspections have increased 30% since 2010, and new regulations require developing over-the-counter permitting for some types of construction related to "green building" including photovoltaic installations and electrical vehicle charging permits. Neighborhood Services coordination and front counter duties due to water conservation strategies have also increased steadily over the last few years. As a result, additional staff hours are required in order to accomplish department service goals and customer expectations. It is forecasted that the Building Permit Technician position will continue to be required at a full-time capacity for the foreseeable future in order to maintain customer service levels and permit processing times, even given potential fluctuations in building activity cycles.

In general, the City staffs regular, ongoing, year-round program activities with full-time employees. The use of part-time positions provides a valuable and necessary workforce for accomplishing City initiatives, however, part-time positions are most appropriate to meet short term peak workload requirements, fill interim vacancies, and accomplish tasks where less than full-time, year-round staffing is required. Based on a review of the current and anticipated workload for the Building Permit Technician position, it is most appropriate for this position to be filled with a full-time employee.

A salary survey for the similar position at other cities in the County was conducted. An internal evaluation was also conducted and it was determined that the salary range for the full-time position should be set at SEIU Range 26, or \$3,897 - \$4,738/month, plus benefits. This will place the position within 2.5% of the median for similar positions in San Luis Obispo County.

**CITY COUNCIL  
CONSIDERATION OF A RESOLUTION RECLASSIFYING THE PART-TIME  
BUILDING PERMIT TECHNICIAN TO A FULL-TIME POSITION AND ESTABLISHING  
A SALARY RANGE FOR THE POSITION  
NOVEMBER 22, 2016  
PAGE 3**

**ALTERNATIVES:**

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

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

**ADVANTAGES:**

Reclassifying the part-time Building Permit Technician to full-time will provide more hours to assist with the division's workload, enabling the department to maintain customer service goals and expectations, as well as align full-time staffing needs with full-time staffing resources.

**DISADVANTAGES:**

The cost to reclassifying the part-time Building Permit Technician to a full-time position is approximately \$34,400 per year, which will come from the General Fund.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE RECLASSIFYING THE PART-TIME BUILDING PERMIT TECHNICIAN TO A FULL-TIME POSITION AND ESTABLISHING A SALARY RANGE FOR THE POSITION**

**WHEREAS**, the City Council of the City of Arroyo Grande (“City”) deems it in the best interest of the City to reclassify the part-time Building Permit Technician in the Building Division of the Community Development Department to a full-time position and;

**WHEREAS**, the City deems it in the best interest of the City to establish a salary range for the full-time Building Permit Technician.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Arroyo Grande does hereby reclassify the part-time Building Permit Technician to a full-time Building Permit Technician position in the Building Division of the Community Development Department and establishes the salary range at Range 26, \$3,897 - \$4,738/month on the SEIU Salary Schedule, so attached as Exhibit “A”, and incorporated herein by this reference.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective as of November 23, 2016.

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 22<sup>nd</sup> day of November, 2016.

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**JIM HILL, MAYOR**

**ATTEST:**

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**KELLY WETMORE, CITY CLERK**

**APPROVED AS TO CONTENT:**

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**ROBERT McFALL, INTERIM CITY MANAGER**

**APPROVED AS TO FORM:**

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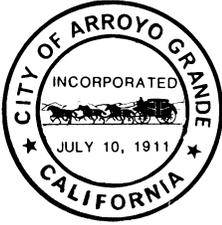
**HEATHER WHITHAM, CITY ATTORNEY**

CITY OF ARROYO GRANDE  
SCHEDULE OF SALARY RANGES - SEIU  
Effective 8/26/2016

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Position</u>
11	2,692	2,825	2,969	3,114	3,271	
12	2,756	2,896	3,040	3,194	3,351	
13	2,826	2,970	3,116	3,272	3,437	
14	2,897	3,041	3,195	3,353	3,521	Office Assistant I
15	2,972	3,118	3,274	3,439	3,610	
16	3,042	3,196	3,356	3,523	3,700	
17	3,121	3,275	3,440	3,611	3,793	Maintenance Worker I
18	3,197	3,357	3,525	3,703	3,886	Office Assistant II
19	3,276	3,441	3,613	3,794	3,985	
20	3,360	3,527	3,705	3,889	4,082	
21	3,443	3,616	3,797	3,989	4,186	Accounting Clerk Maintenance Worker II
22	3,530	3,708	3,893	4,086	4,293	
23	3,618	3,801	3,992	4,190	4,399	
24	3,710	3,896	4,092	4,295	4,511	
25	3,802	3,993	4,191	4,405	4,622	Admin. Secretary
26	3,897	4,094	4,296	4,512	4,738	Building Permit Technician Maintenance Worker III Recreation Coordinator Senior Accounting Clerk Sports Facility Coordinator
27	3,996	4,194	4,407	4,624	4,854	
28	4,096	4,299	4,515	4,740	4,979	Water Services Worker

<u>RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>Position</u>
	Monthly	Monthly	Monthly	Monthly	Monthly	
29	4,196	4,409	4,627	4,856	5,100	
30	4,301	4,518	4,743	4,981	5,230	Fleet Maintenance Coordinator
31	4,410	4,629	4,860	5,106	5,358	Public Works Lead Person
32	4,520	4,745	4,983	5,233	5,495	
33	4,631	4,862	5,108	5,366	5,631	
34	4,747	4,986	5,236	5,499	5,772	GIS Technician
35	4,865	5,111	5,368	5,633	5,917	Recreation Supervisor
36	4,989	5,238	5,501	5,775	6,064	
37	5,113	5,370	5,636	5,922	6,218	
38	5,241	5,506	5,777	6,066	6,371	Assistant Engineer Information Technology Specialist
39	5,372	5,638	5,925	6,220	6,531	
40	5,507	5,780	6,069	6,374	6,694	
41	5,641	5,927	6,224	6,534	6,861	
42	5,784	6,072	6,378	6,698	7,031	
43	5,930	6,230	6,537	6,866	7,207	Associate Engineer
44	6,077	6,383	6,703	7,036	7,388	
45	6,234	6,543	6,872	7,212	7,574	
46	6,387	6,710	7,041	7,394	7,765	Senior Engineer
47	6,545	6,874	7,219	7,581	7,959	
48	6,714	7,049	7,402	7,771	8,160	
49	6,878	7,227	7,587	7,963	8,362	
50	7,052	7,406	7,775	8,163	8,571	

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: ROBERT MCFALL, INTERIM CITY MANAGER**

**SUBJECT: CONSIDERATION OF APPOINTMENT TO ARROYO GRANDE  
TOURISM BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council appoint David Kastner to the Arroyo Grande Tourism Business Improvement District (AGTBID) Advisory Board.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There is no financial or staffing impact from the recommended action.

### **BACKGROUND:**

At the February 26, 2013 meeting, the City Council adopted a Resolution establishing the AGTBID Advisory Board. The Resolution set forth that the AGTBID Advisory Board shall consist of three to seven members, 2/3rds of which shall be representatives of local lodging businesses. At the May 14, 2013 meeting, the City Council made the original appointments to the AGTBID Advisory Board. The appointments included three members, all of which were representatives of local lodging businesses.

### **ANALYSIS OF ISSUES:**

Previous Advisory Board Member Mike Panchal, from the Aloha Inn, resigned in approximately March of 2016. However, Mr. Panchal was considering re-applying for the position, thus causing the delay in appointing a replacement. However, at this time it is recommended that David Kastner be appointed as a replacement for the vacant position. Mr. Kastner is the Marketing Coordinator for the Clark Center, previously was a local retailer for six years, an employee at "Visit San Luis Obispo County" for nine years and served for two years on the AG Chamber of Commerce Tourism Committee. Mr. Kastner also served five years as a freelance consultant on digital marketing in the tourism industry.

While it has been customary that the three members of the AGTBID all represent lodging businesses, the Resolution establishing the AGTBID indicates the following:

**CITY COUNCIL  
CONSIDERATION OF APPOINTMENT TO ARROYO GRANDE TOURISM BUSINESS  
IMPROVEMENT DISTRICT ADVISORY BOARD  
NOVEMBER 22, 2016  
PAGE 2**

*3. The City Council shall appoint the AGTBID Advisory Board, which shall consist of a minimum of three (3) but not more than seven (7) members, 2/3rds of which shall be owners of lodging businesses and/or appointed representatives of the owners of lodging businesses from within the Arroyo Grande Tourism Business Improvement District.*

While Mr. Kastner is not an owner of a lodging business, his appointment would be consistent with the 2/3rds requirement as the remaining two board members are lodging business owners or appointed representatives of the lodging business owners. In addition, Mr. Kastner's experience would make him an asset to the Advisory Board.

**ALTERNATIVES:**

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

- Appoint David Kastner to the AGTBID;
- Do not appoint David Kastner to the AGTBID and solicit interest from other applicants; or
- Provide direction to staff.

**ADVANTAGES:**

Approval of the appointment will fill a vacancy and provide for a full AGTBID Advisory Board.

**DISADVANTAGES:**

No disadvantages have been identified.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachment:

1. Application – David Kastner

# 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):

- |  |   |
|--|---|
| <input type="checkbox"/> Planning Commission             | <input type="checkbox"/> Architectural Review Committee |
| <input type="checkbox"/> Parks and Recreation Commission | <input type="checkbox"/> Historical Resources Committee |
| <input type="checkbox"/> Traffic Commission              | <input type="checkbox"/> Special Subcommittees          |
| <input type="checkbox"/> Downtown Parking Advisory Board | <input checked="" type="checkbox"/> Tourism Bd          |

\*\*\*\*\*

Date of Application Oct. 27, 2016

Name Kastner, David  
Last First

Home Address \_\_\_\_\_

Home or Cell Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

E-mail address (Optional) dave@clarkcenter.org

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

Are you a registered voter? Yes XX No \_\_\_\_\_

Occupation Marketing Coordinator

Employer Clark Center

Education (Include professional or vocational licenses or certificates) BA, Michigan State University  
MIM, American Graduate School of International Management

Community involvement (List organization memberships and committee assignments) \_\_\_\_\_  
Board Member, Central Coast Shakespeare Festival; Leadership SLO (Class of 2012),  
Member, Arroyo Grande Chamber of Commerce Tourism Advisory Committee

Please describe any background, training, education or interests that qualify you as an appointee \_\_\_\_\_  
6 years as a local retailer, Employee for 9 years at "Visit San Luis Obispo County" (current name)  
2 years on AG Chamber of Commerce Tourism Advisory Committee  
5 years Freelance consultant on digital marketing in tourism industry

(Please attach additional pages if necessary)

**(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)**

What do you see as the objectives and goals of the advisory board, committee or commission for which you are applying? Increase tourism to Arroyo Grande, thus helping local hotels, restaurants, wineries etc.  
Increase TOT and BID funds for city of Arroyo Grande

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

Name: Judith Bean (AG Chamber) Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: Connie O'Henley (Clark Center) Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: Rick Pierce (resident) Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Current meeting schedules are indicated below:

- Planning Commission, 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, 6:00 p.m.
- Parks and Recreation Commission, 2<sup>nd</sup> Wednesday of each month, 6:30 p.m.
- Traffic Commission, Monday before the 3<sup>rd</sup> Tuesday of each month, 6:00 p.m.
- Downtown Parking Advisory Board, meets as needed
- Architectural Review Committee, 1<sup>st</sup> Monday at 2:30 p.m. and 3<sup>rd</sup> Monday at 3:30 p.m. each month
- Historical Resources Committee, 2<sup>nd</sup> 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 X No \_\_\_\_\_

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

\_\_\_\_\_  
Applicant Signature Date Oct. 27, 2016

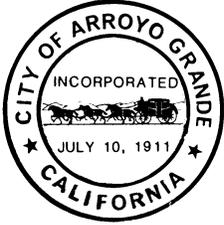
Notice to Applicants:

1. Applicants appointed by the City Council are required to take an Oath of Office.
2. 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).
3. This application is a matter of public record and portions thereof are subject to disclosure pursuant to the California Public Records Act.
4. 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

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: CITY MANAGER RECRUITMENT SUB-COMMITTEE:  
MAYOR PRO TEM BARBARA HARMON  
COUNCIL MEMBER TIM BROWN**

**BY: ROBERT K. MCFALL, INTERIM CITY MANAGER**

**SUBJECT: CONSIDERATION OF CONSULTANT SERVICES AGREEMENT  
WITH TERI BLACK AND COMPANY, LLC FOR CITY MANAGER  
RECRUITMENT SERVICES**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council: 1) approve and authorize the Mayor to execute a consultant services agreement with Teri Black and Company, LLC, to provide recruitment services for the position of City Manager, and 2) authorize funding in the amount of \$29,500 from the City Manager's program account for these services.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The services will be funded through existing funding in the City Manager's program account. No additional appropriation will be necessary. Teri Black & Company proposed to provide the service at an all-inclusive cost of \$29,500. Staff estimated the cost to be \$30,000. The Interim City Manager will provide the primary staff support, assisted by the Administrative Services Department.

### **BACKGROUND:**

On September 27, 2016, Council approved a process for the recruitment of a City Manager, including the use of a professional executive recruitment firm. Council authorized issuing a Request for Proposals (RFP) to qualified firms and further designated Mayor Pro Tem Harmon and Councilmember Brown as a sub-committee to review proposals, interview firms and recommend a consultant to the City Council for consideration.

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A total of eight RFPs were mailed to qualified firms experienced in City Manager and Chief Executive Officer recruitments. The City received a total eight fully responsive proposals, one being from a firm not included on the initial distribution list.

**ANALYSIS OF ISSUES:**

Specific considerations are being taken in the current City Manager recruitment process to ensure the greatest opportunity for success and address what were found to be inadequacies of the previous recruitment. The first step was a very detailed and comprehensive RFP that clearly conveyed the expectations of the Council to retain an exceptionally qualified executive search firm to lead the recruitment process. Following the authorization from Council, the RFP was distributed to experienced firms for response, coupled with direct contact by the Interim City Manager to further convey the expectations of the City and ensure the proposals submitted reflected a full understanding of the desired range of services and favorable outcomes.

As indicated above, eight fully responsive proposals were received. Prior to review of the proposals by the Council sub-committee, the Interim City Manager contacted at least three (3) references for each of the proposals (except one that was an out of the area firm with no west coast experience nor contacts) to ascertain each firms' overall performance, quality of services, successful recruitments and suitability of outcomes for the agencies that retained them. All firms that responded were fully capable of providing the requested scope of service. The sub-committee independently reviewed all proposals, and through a structured evaluation process, jointly selected what they believed to be the top three firms that were the best match for Arroyo Grande. In addition to providing responsive and comprehensive proposals, these three firms had positive references and, key to the consideration process, successful recent city manager recruitments in the central coast area and a demonstrated knowledge of central coast dynamics.

The three finalists were further interviewed by the sub-committee and Interim City Manager to assist in a final determination, with the outcome of the sub-committee unanimously recommending the firm of Teri Black & Company, LLC. Teri Black has most recently completed city manager recruitments for Lompoc, Pismo Beach and Manhattan Beach, as well as other high level executive positions, and regularly provides recruitment services for central coast communities including San Luis Obispo, Pismo Beach, Santa Barbara, Goleta, Ventura and Carpinteria. The firm's references provided exemplary observations of their performance. By practice, Teri Black, who will be the principle for this engagement, limits the firm's city manager engagements to only two at one time, to ensure they can provide undistracted, one to one service to their higher profile clients. Teri Black demonstrated a comprehensive understanding of the character of the central coast communities and incorporates an effective means of community and staff involvement if desired. Their proposal also

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provides a two year service placement guarantee consistent with the International City Manager Association (ICMA) Code of Ethics guidelines.

The Not to Exceed cost from all eight proposals was very competitive, ranging from \$25,000 to \$29,500. Teri Black & Company LLC proposed to provide the service for \$29,500, inclusive of all costs. While the City's time frame for the recruitment is fairly aggressive, it is consistent with the schedule proposed by Teri Black, who is also prepared to initiate the recruitment immediately upon approval.

**ALTERNATIVES:**

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

- Approve the recommendations as proposed;
- Direct staff to perform the process in-house;
- Request further information on other proposals received; or
- Provide other direction to the sub-committee.

**ADVANTAGES:**

Use of a professional firm will provide the most effective approach to attracting the highest quality applicants for the position, and allow the recruitment to move forward in the most timely manner.

**DISADVANTAGES:**

The only disadvantage of using professional services is the additional cost.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT, is made and effective as of \_\_\_\_\_ 2016, between **Teri Black & Company, LLC** ("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 November 23, 2016 and shall remain and continue in effect until June 30, 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 Interim City Manager shall represent City in all matters pertaining to the administration of this Agreement. Teri Black 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  
Robert K. McFall  
Interim City Manager  
300 E. Branch Street  
Arroyo Grande, CA 93420

To Consultant: Teri Black & Company LLC  
Teri Black, President/CEO  
3510 Torrance Blvd. Suite 209  
Torrance CA 90503

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.

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

SCOPE OF WORK

Consultant shall provide city manager recruitment services in accordance with the attached Request for Proposal (Exhibit D) dated September 28, 2016, and attached Consultants proposal (Exhibit E) dated October 26, 2016.

EXHIBIT B

PAYMENT SCHEDULE

- 1) Services are to be provided for a flat fee of \$29,500. The flat fee includes all professional services and all expenses, as defined in the Proposal dated October 26, 2016.
- 2) Fees are to be billed on a monthly schedule per the 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.

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. Bests 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 with an edition prior to 1992. 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. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

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.

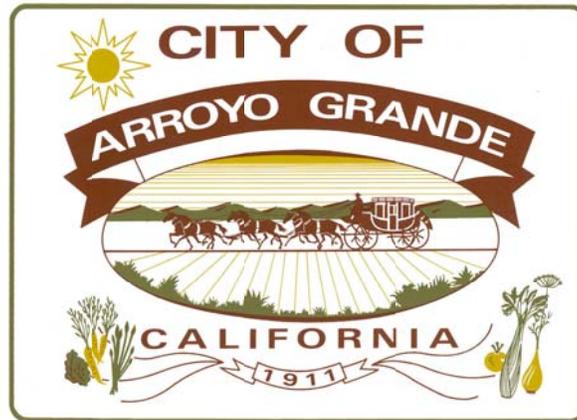
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification 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.



**City of Arroyo Grande**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**CITY MANAGER RECRUITMENT SERVICES**

City of Arroyo Grande  
Office of the City Manager  
300 E. Branch Street  
Arroyo Grande, CA 93420

**Proposals Due October 28, 5:00pm**

## **CITY OF ARROYO GRANDE**

### **REQUEST FOR PROPOSALS CITY MANAGER RECRUITMENT AND SELECTION PROCESS**

September 28, 2016

#### **PROPOSAL INTENT**

The City of Arroyo Grande, California is seeking the services of a highly qualified executive search firm to manage the recruitment and selection of its City Manager. The consultant should have the knowledge, demonstrated experience and expertise to advise Council on the recruitment and selection process, employ methods to ensure highly qualified candidates are attracted to the community and the ability to effectively involve key stakeholders.

Proposals must be responsive to the City's request. The City shall determine the most responsive and qualified Consultant at a reasonable cost. Cost alone shall not be the determinative factor. The City reserves the right in its absolute discretion to make no award or contract.

#### **ABOUT ARROYO GRANDE**

Arroyo Grande is located in beautiful San Luis Obispo County, halfway between Los Angeles and San Francisco. Known as one of the "Five Cities," Arroyo Grande is surrounded by Grover Beach, Oceano, Shell Beach, and Pismo Beach along California's Central Coast, just south of San Luis Obispo. Arroyo Grande provides an extraordinary quality of life to its 17,395 residents. The community's friendly, small-town atmosphere; outstanding climate; beautiful environment; and excellent recreation and entertainment opportunities make Arroyo Grande a very desirable place to live and work. The City comprises 5.86 square miles and includes acres of agriculturally productive land in a valley created by the Arroyo Grande Creek. Within the City, residents enjoy a unique combination of rural and urban qualities. Exceptional neighborhoods, a variety of shopping experiences, quality parks and sports facilities, a performing arts center, local hospital, and an outstanding school system all contribute to the community's premium quality of life. Arroyo Grande also offers award-winning wines, family-friendly festivals, and summertime concerts. The region's year-round Mediterranean and mild climate provides the ideal environment for taking advantage of the vintage California atmosphere. The summer months are naturally air conditioned by ocean breezes with occasional light fog, and the winters offer delightful and refreshing crispness. Arroyo Grande is within minutes of spectacular ocean beaches, Lopez Lake recreation area, campgrounds, hiking trails and several noted wineries.

Founded in 1862 and incorporated in 1911, the City of Arroyo Grande has a Council-Manager form of government. The citizens of Arroyo Grande elect a mayor and four council members at large. Council members serve staggered, four-year terms, and the mayor is elected every two years. The City Council appoints the City Manager as well as the City Attorney.

Arroyo Grande is a full-service city, including police, recreation, community development, parks, streets, sewer and water utility operations. Fire services are provided by the Five Cities Fire Authority, which contracts with the City for financial and personnel support. The City's existing budget is \$42 million, including a \$16 million general fund. There are currently 86 full-time and 70 part-time employees. The city has maintained a stable financial condition due to a number of

proactive efficiency measures implemented in response to recent financial challenges and has continued to fund a comprehensive capital improvement program.

The City offers a highly professional, stable, and friendly work environment. City staff maintain an outstanding relationship with the community, the City Council, and each other. Employees are committed to commonly shared values that were established through an organization-wide process. As a result, employment with the City provides a rewarding environment working with individuals that care about each other and the community they serve.

### **BACKGROUND OF PREVIOUS CITY MANAGERS**

The recent City Manager separated services after a one year engagement with the City. The previous City Manager served for 14 years prior to his resignation.

### **SCOPE OF WORK**

The City anticipates the search will involve five phases:

Phase 1	November/December	Candidate Profile, Recruitment Strategy and Brochure
Phase 2	December/January	Outreach and Advertising Campaign
Phase 3	February	Candidate screening and Interviews
Phase 4	February/March	Candidate selection, background, and offer
Phase 5	March	Appointment
Start Date	April 2017	

The core services required include the following:

- Being the primary contact with Council, guiding and advising them through the recruitment and selection process.
- Meet with the City Council to facilitate discussion and to develop the City Manager candidate profile.
- Interview the Executive Team and key stakeholders to determine desired characteristics of the City Manager.
- Advise Council on all phases of the recruitment, including who should be involved and to what extent. This may include input regarding participation from key stakeholders, department heads, other staff and the community.
- Develop recruitment materials.
- Conduct a national outreach and advertising campaign aimed at producing the highest quality City Manager candidates.
- Review and screen candidates. Personally meet with top candidates prior to presenting to Council.
- Meet with the City Council to review recommendations for final candidates.
- Recommend final selection process including meeting with the City Council to facilitate process to review final candidates.
- Contact references and former employers and colleagues of the candidates.
- Conduct background on final candidates by independent investigator.
- Negotiate compensation package with final candidate if requested.

The consultant or the City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated as agreed upon as defined in the Consultant's contract with the City.

### **PROPOSAL FORMAT AND CONTENT**

Proposals should be concise and limited to the information requested. Each proposal shall include the following information in this format:

#### Introduction

A cover letter introducing the company and the individual who will assume the primary responsibility for the recruitment and be the contact with City Council.

#### Understanding of Proposal

Statement of your firm's understanding of the services to be performed and your commitment to provide the services as indicated in the RFP.

#### Insurance

A statement that the Consultant can meet the City's mandatory insurance requirements: The City requires Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence if available to a professional engaged in Consultant's regular course of business, and Worker's Compensation Insurance as required by the State of California.

#### Qualifications and Experience

Specific qualifications regarding your firm's experience in conducting an executive search for a City Manager, including resumes of the key personnel to be assigned to this project listing City Manager recruitment processes that they have coordinated over the past three years. Provide an estimated proportion of work to be performed by principal, associates and/or support staff.

#### Work Plan

Provide a brief description of the work plan, methodologies and approach proposed to carry out the tasks set forth in the Scope of Work.

#### Costs

Submit a flat fee proposal to complete the entire scope of work, including travel and incidental expenses. Proposals shall also include a list of personnel proposed to work on the project, allocations of time each person is to work on the project and hourly rates for those personnel. Cost proposals are to include all costs to the City.

#### Schedule

Provide a detailed timeline with proposed payment schedule, assuming the work will begin by December 2016.

#### References

Provide a minimum of three municipal references for City Manager recruitments conducted within the past five years. The references must be for searches conducted using the principal being recommended as a part of this proposal. Include with the name, entity, address, and daytime telephone number of the reference.

*City of Arroyo Grande  
Request for Proposals  
City Manager Recruitment and Selection Process  
September 28, 2016*

The proposal must include an authorized signature binding the firm to the proposal for a ninety (90) day period.

### **SELECTION PROCESS**

Each of the proposals received will be evaluated and determined if they meet the stated requirements of the Request for Proposal. Failure to meet these requirements will be a cause to eliminate the Consultant from further consideration.

The City will not be liable for any costs incurred in the preparation of the proposal nor for obtaining the required insurance.

The City reserves the right to reject any and all proposals, to waive any technicalities, to accept or reject the proposal and to be the sole judge of the suitability of the proposals submitted.

The review committee, comprised of the Interim City Manager and City Council Ad Hoc Subcommittee, will evaluate the proposals. In addition to evaluating the written materials, oral interviews may be requested. A recommendation to the full City Council will be prepared generally based upon the following criteria, which is neither weighted nor prioritized:

- Demonstrated understanding of the services requested.
- Prior and recent experience in successfully performing similar work.
- Qualifications of the firm and the assigned individuals.
- Methodology and proposed approach in completing the work.
- Background and related experience of the primary and other individuals assigned to this engagement.
- Fees to be charged and overall cost effectiveness of the proposal.
- Outcome of reference checks.

### **SUBMITTAL**

Submit a total of 7 copies to:

Robert K. McFall  
Interim City Manager  
300 E. Branch Street  
Arroyo Grande, CA 93420

Show the following information on the outside of the package:

- Consultant's name and address
- City Manager Recruitment Proposal

**Closing Date: All proposals must be received by Friday, October 28, 2016 at 5:00 p.m. Any proposals received after that time will not be considered.**

For questions or additional information, please contact Robert K. McFall at [bmcfall@arroyogrande.org](mailto:bmcfall@arroyogrande.org) or 805.473.5408.



STELLAR TALENT.  
PREMIER SERVICE.  
**POWERFUL RESULTS.**

October 26, 2016

Mayor Jim Hill  
City of Arroyo Grande  
215 E. Branch Street  
Arroyo Grande, CA 93420

Dear Mayor Hill:

Teri Black & Company (TBC) is pleased to present this proposal to assist the City of Arroyo Grande with its efforts to successfully recruit a new City Manager. We are the recruiter of choice for many California communities and would be honored to add Arroyo Grande to our distinguished client base by assisting the City Council with a recruitment for a new City Manager.

Founded in 2006, TBC is dedicated to providing the most personalized executive search services to clients and candidates in the industry. The business goals of the firm are centered on producing quality results and establishing long-term relationships with our customers. Personalized service and attentiveness have never been more important in our industry as the competition for outstanding talent continues to intensify. With our extensive network and incomparable approach to client and candidate care, our consultants have developed tremendous credibility based on outstanding results and services. In fact, nearly all of our business is a result of repeat customers.

TBC is not driven by volume which helps set us apart from our competitors. We are committed to providing customized and flexible service to our clients and will only take on a select number of recruitments at any given time. In addition, TBC is one of only two woman-owned recruiting firms serving local government in the western United States. Detailed information about the firm and our clients is available on our website – [www.tbcrecruiting.com](http://www.tbcrecruiting.com).

If retained, you will have my commitment that Arroyo Grande will receive the highest level of attention and will not be delegated to junior level staff. Please do not hesitate to call if you have any questions or need additional information regarding our services or qualifications.

Sincerest regards,

Teri Black  
President/CEO

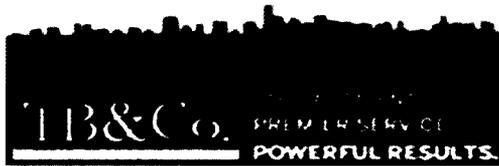
# **PROPOSAL**

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**Executive Search Services**  
**for the**  
**CITY OF ARROYO GRANDE**  
**to recruit a**  
**CITY MANAGER**



**October 2016**



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## I. CREDENTIALS & QUALIFICATIONS

Teri Black & Company, LLC (TBC) has a solid reputation for providing exemplary service to its clients and has enjoyed great success in **recruiting impressive local government professionals** for our clients throughout the western United States. Our **Central Coast clients** include the Cities of Pismo Beach, San Luis Obispo, Lompoc, Ventura, Santa Barbara, Goleta, and Carpinteria. As evidence of our **clients' high satisfaction levels**, nearly all of our projects are generated through repeat business and client referrals.

Just in the last 36 months, our completed City Manager and Assistant/Deputy City Manager searches include successful placements for the cities of Signal Hill, Redwood City, Manhattan Beach, Los Gatos, Pleasanton, Hermosa Beach, Imperial Beach, Pismo Beach, Lompoc, and Aliso Viejo. Lastly, we are in the final stages of placing a new Assistant City Manager for the City of Carlsbad.

TBC has an **excellent track record** for recruiting well qualified candidates and has been very successful in attracting diverse candidate pools. We are frequently called upon to manage exceptionally challenging assignments which are attributable to our commitment to personalized services and not limiting the amount of resources we dedicate to any given project.

Because we are driven by a concern for **quality results rather than volume**, we limit the number of recruitments the firm handles at any given time. In addition, we are careful to only partner with clients that appreciate the value of highly personalized service and the importance of finding qualified candidates who would be a good fit rather than simply attracting individuals who meet minimum qualification criteria.

TBC's insurance coverage exceeds the City's mandatory requirements and includes Worker's Compensation insurance.

Teri Black will lead this assignment and be closely supported by Julie Yuan-Miu (Senior Recruiter) and the other members of the TBC team. All of our recruiters maintain **strong networks** throughout various local government disciplines through their involvement and membership with numerous professional associations. Julie is based in Oakland, California.

Profiles on the recruiters and staff who will be actively engaged in this assignment can be found in Section V.

## **II. RECRUITMENT STRATEGY**

*The executive search strategy that follows describes four complete phases of a comprehensive recruitment for a Council appointed position.*

### **PHASE I**

#### **Client Feedback & Involvement**

The lead recruiter will work closely with the City Council to design the candidate profile, recruitment strategy and timeline in accordance with the Client's desires and expectations. It is our goal to gain a complete understanding of the experience, knowledge, expertise and strengths the City Council is seeking in a new City Manager, as well as learn more about the City's priorities, current and upcoming challenges, fiscal health, organizational culture, and composition of the management team.

With respect to community input, most of our clients who desire extensive input rely on an online survey that can be posted on the City's website. This has proven to be the most popular, convenient and cost-effective strategy for our clients to obtain input throughout the duration of a recruitment and is the most accessible and user-friendly for constituents.

At the City Council's discretion, the recruiter can also meet with various stakeholders of the organization including the current Interim City Manager. These supplemental meetings sometimes allow us to obtain additional feedback and gain a broader understanding of the community along with the organization's culture and inner workings. It is also quite common for the lead recruiter to solicit input from department heads and the City Manager's key support staff. This additional knowledge can often be helpful to the recruiters as they assess the critical factors relating to candidate "fit" later on in the process.

In order for TBC to represent the opportunity with conviction and credibility, we prefer to get as much information and feedback as possible before the recruitment is officially launched. Because our clients know their organizations best, we rely on their guidance to determine the best sources of information upon launching each assignment.

### **Strategy Refinement**

Following the gathering of feedback, TBC will develop a detailed timeline for the project along with a proposed methodology for attracting the best possible candidates. A detailed timeline and overall strategy will be reviewed and approved by the Council prior to execution.

### **Material Development & Production**

Immediately following the client feedback activities, the lead recruiter will draft advertising and recruitment brochure text for the Client's review. This information (description of community, culture, organization, ideal candidate profiles, compensation/benefits, etc.) should accurately summarize what was learned from the feedback sources. Sample TBC recruitment brochures are included at the end of this proposal.

## **PHASE II**

### **Advertising & Marketing**

Once the lead recruiter develops a clear understanding of what the Client is seeking, TBC will create customized advertising and marketing campaigns specifically for this recruitment. Both the traditional and electronic campaigns will be interrelated to ensure the position has a powerful presence in the marketplace.

Once the advertising is executed, TBC will distribute the recruitment brochure with a personalized cover letter to the national network of professional contacts in our database via traditional and electronic mail. The job will also be promoted through the firm's social media presence via  **LinkedIn** and  . TBC has the most active social media presence in the industry.

### **Personalized Outreach**

As an intensive follow-up to the advertising and marketing campaigns, the recruiters will personally contact the individuals targeted and generate new contacts through referrals made by respected sources. The most impressive candidates are usually found this way and it frequently requires several persuasive conversations to attract them into a recruitment if they are content and successful in their current position. The majority of highly qualified candidates will not necessarily respond to an advertisement; therefore, extensive proactive outreach is required.

**Our clients pay for results and that's exactly what we deliver.** Unlike many of our competitors, TBC invests whatever time is necessary to generate a number of outstanding candidates from which the Client can make a selection. While most of our competitor's charge additional consulting fees beyond a specific threshold, we do not limit the number of consulting hours, travel or meetings dedicated to any given project.

## **PHASE III**

### **Resume Assessment**

While the lead recruiter will review resumes as they are received, a final detailed review of each submission will be conducted immediately following the closing date of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

The TBC online application system was introduced to the market nearly 10 years ago and was the first in the public sector executive search industry. Leveraging the power, reach and accessibility of the internet, TBC pioneered a modern digital experience for both candidates and clients. Since then, some of our competitors have followed suit, but TBC continues to set the bar with enhanced website security features, 128-bit encryption, two-step authentication, strong passwords, and secure candidate database storage to keep candidate information safe and confidential.

### **Screening Interviews**

TBC does not restrict the number of candidates to be screened. Rather, we interview every candidate who meets our Client's criteria. As a rule, this group frequently amounts to 8-12 candidates. The number of candidates screened ranges from just a handful of professionals for highly specialized positions to more than 20 for highly coveted opportunities.

### **Report to Client**

Following the completion of the screening interviews, the lead recruiter will develop a written report that includes: a master list of all the applicants, resumes and cover letters for each candidate interviewed, a one-page profile summarizing each candidate's professional history, plus an overview of the recruiter's initial assessment of each individual based on their experience and the results of their screening interview.

TBC will send the written report to the Client in advance of a scheduled meeting that will be dedicated to reviewing the results of the recruitment, discussing each candidate screened, and planning for the final stages of the selection process.

### **Candidate Communications & Care**

Throughout the entire recruitment, TBC will take responsibility for communicating with the candidates during each stage of the search. In addition, the City should feel free to refer any inquiries from potential or existing candidates directly to the lead recruiter at any time during the engagement. We handle all administrative aspects of the assignment.

TBC is ultra-attentive to internal candidates. Our recruiters make sure they understand the process and are kept informed at every juncture as they may have never worked with a recruiter before. We take great care to meet the needs of the entire candidate pool throughout the engagement as it is critical that all the participants, regardless of whether or not they are selected, have a positive experience and leave the process with a **favorable impression of the City of Arroyo Grande.**

## PHASE IV

### **Selection Process**

TBC will design and administer an appropriate final selection process for the City Manager search. Most City Manager selection processes entail at least one interview with the City Council supplemented by follow-up interviews with the very top ranking candidate(s). Additional assessment activities can be developed such as executive level psychological assessments, writing and presentation exercises, problem solving scenarios, etc. We tailor all of our processes to best meet our clients' needs and will assist the decision makers with deliberation.

### **Background & References**

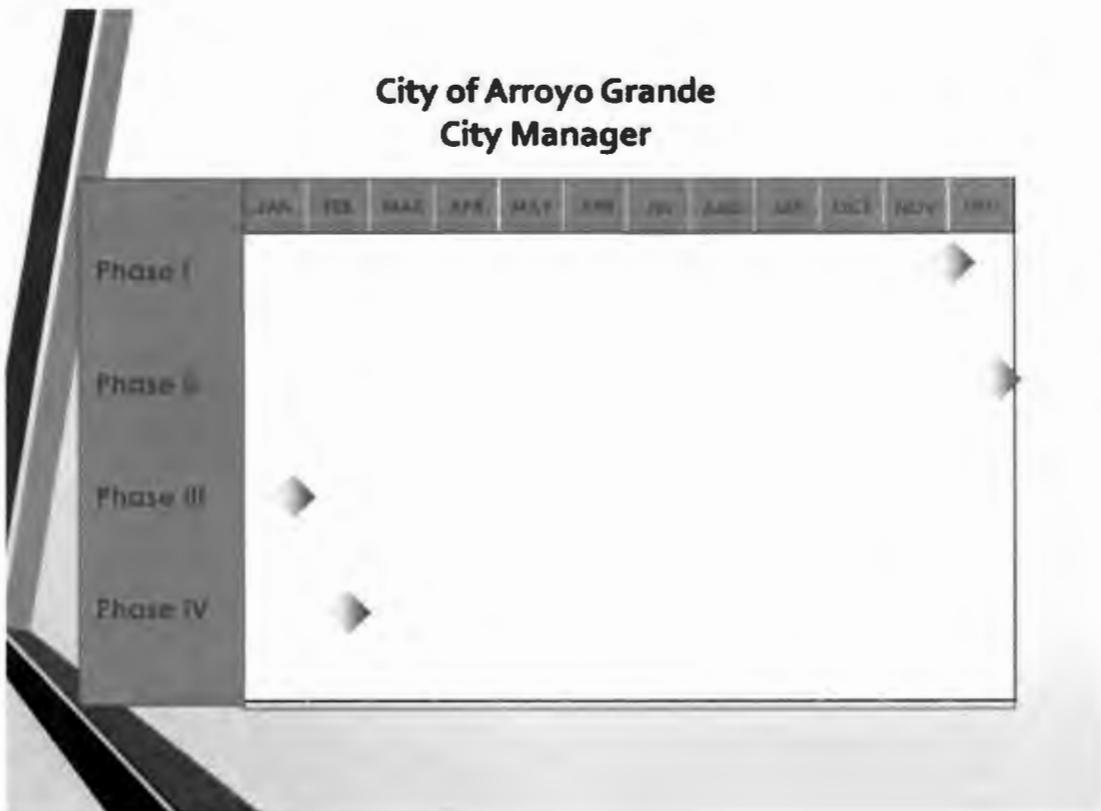
Following the final process and the Client's selection of its top candidate, TB&Co. will conduct **thorough background and in-depth reference checks**. Our background checks are performed by a licensed private investigator and entail credit, driving record, civil, criminal and academic credential records checks. Court records checks include county, state and federal systems. Media, internet and social networking checks are also included. The reference checks are conducted by a TBC consultant and are typically supplemented by comments generated from contacts that do not appear on the candidate's reference list. Extensive written reports are provided to the Client for review and recordkeeping.

### **Negotiations**

Once the Client reviews and is comfortable with the findings in the reports, TBC is available to assist with negotiations on compensation, benefits, start date and other transition details to bring the assignment to successful completion.

### III. PROJECT TIMELINE

The phases of the project outlined in the proposal can be completed within 100-120 days of the initial contact with the Client. A visual of the projected timeline is included below and assumes that preliminary work and coordination will commence late November, however, we will work in accordance with the Council's desires.



#### **IV. REFERENCES**

**Client:** City of Pismo Beach                      **Tel:** 805.773.4657  
**Contact:** Mayor Shelly Higginbotham  
**Searches:** **City Manager**, Community Development Director, Administrative Services Director, Public Works Director

**Client:** City of Manhattan Beach                      **Tel:** 310.802.5056  
**Contact:** Wayne Powell, Mayor  
Mark Danaj, City Manager  
**Searches:** **City Manager**, Community Development Director, Public Works Director, Human Resources Director, Police Chief, Fire Chief, Building Official, City Engineer

**Client:** City of Lompoc                                      **Tel:** 805.736.1261  
**Contact:** Bob Lingl, Mayor  
**Searches:** **City Manager**

**Client:** City of Pleasanton                                      **Tel:** 925.931.5054  
**Contact:** Debra Gill, Human Resources Director  
**Searches:** **Assistant City Manager**, Library Services Director, Director of Operations & Water Utilities, Community Development Director, Fire Chief, Assistant Finance Director

## V. RECRUITERS & STAFF PROFILES

### **Teri Black, President/CEO**

Following a distinguished career in local and federal government, Teri has been dedicated to public sector executive search since 1999. Serving communities with populations in the millions to as small as 1,500 over the last 16 years, she has built a substantial base of clients across the Western United States that continually rely on her personalized service and recruitment expertise. In addition to cities and counties, Teri's clients also include special districts, utility agencies and non-profit organizations. She has managed a multitude of high profile and sensitive recruitments over the years. Prior to starting her own firm in 2006, Teri was affiliated with Shannon Executive Search/CPS Human Resource Services and The Oldani Group.

Before entering the executive search profession, Teri served as a Chief of Staff in the U.S. Department of Justice/COPS Office in the Clinton Administration. Her local government experience includes management positions in the Cities of Santa Ana, Lakewood and Oakland, California. As a consultant, clients find her prior government experience to be of tremendous value as they often comment, "She has walked in our shoes and understands our business."

Teri earned her Master's degree in Public Administration from the University of Southern California and holds a Bachelor's degree from California State University, Fullerton. She is a graduate of the UCLA Anderson School of Management's invitational certificate program for entrepreneurs and a founding member of Cal-ICMA's *Preparing the Next Generation* (PNG) committee which has served as a model for the national association.

*Teri Black will serve as the **lead recruiter** on this engagement.*

## **Julie Yuan-Miu, Senior Recruiter**

Julie joined TBC after a distinguished 28-year career in municipal government. She began her public sector career in human resources and was promoted to the director's level in 1995. Her full range of experience includes recruitment and selection, personnel and benefits administration, training, as well as classification and compensation. Julie has served as the chief spokesperson in labor negotiations, and continued in this role in her position as the Assistant City Manager for the cities of Tracy and Pleasanton.

Her numerous accomplishments extend well beyond Human Resources. As Assistant City Manager, Julie oversaw the successful completion of several multi-million-dollar construction projects and community facilitation efforts. The breadth of her local government experience also includes service in the cities of Concord and Milpitas, as well as the Dublin San Ramon Services District.

Julie received her MPA degree from California State University East Bay and holds an MPH degree from the University of Hawaii (East West Center) along with a Bachelor of Science degree from Cornell University.

While Julie is involved in the majority of the firm's searches and plays a key role in supporting the needs of our growing loyal client base. She has a unique passion for recruiting and incredibly sharp instincts when it comes to personnel matters. Julie is based in Oakland, California.

## **Bradley Wardle, Senior Recruiter**

Brad joined TBC in 2015 after a distinguished 30-year career of diverse experience in all areas of emergency response and management. He served as Fire Chief of the Mountain View Fire Department from April 2010 to May 2015 and has since been engaged in all of the firm's public safety recruitments. Prior to that, Brad began his career as a firefighter for the City of West Jordan and over the next 25 years he rose through the ranks eventually serving as Fire Chief for 6 years. During this time, he also served as Interim City Manager.

Brad has held numerous leadership and teaching positions—including serving as President of the Santa Clara County Fire Chief's Association and President of the Utah State Fire Chief's Association. He has taught courses in Emergency Services Public Administration as an Adjunct Faculty Member for Utah Valley University.

Mr. Wardle is a member of the International Association of Fire Chiefs. He holds a Master of Public Administration Degree from the University of Utah, a Bachelor of Science Degree in Consumer Studies and Economics from the University of Utah and an Associate of Arts Degree in Fire Science from Utah Valley State College. Brad is based near Salt Lake City.

### **Tracey Hill, Engagement Manager**

Tracey is responsible for managing the numerous administrative activities and logistical coordination associated with TBC recruitments and special projects. Her 15 years of project management experience benefits the company in many ways. From overseeing our massive database, ensuring contractual requirements are met and interacting with candidates to coordinating background checks, she is involved with all aspects of the search process.

Tracey is also charged with the most difficult responsibility in the practice – managing Teri’s calendar! In addition, she serves as an outstanding resource for candidates and sets a high bar for the firm’s commitment to five-star quality service. In a nutshell, she serves as Teri’s invaluable “right hand” in ensuring that all client and candidate needs are met.

Prior to joining the firm more than 7 years ago, Tracey held a variety of finance, IT and project management related positions with Northrop Grumman and Toyota Motor Sales, USA.

### **Lucia Vo, Executive Assistant**

Lucia interfaces extensively with our candidates and works alongside Tracey to help ensure our clients and candidates receive the proper care and support. A great deal of her time is spent handling incoming calls, monitoring our online application system, responding to e-mails, and assisting candidates with their submissions.

Lucia has worked in various administrative capacities in the private sector throughout Europe and the United States. She graduated from Technic University Kosice in Slovakia majoring in Business Administration.

## **Ingrid Safranek, Business Manager**

Ingrid has been a Certified Public Accountant in California since 2006. She worked for Deloitte & Touche from 2002 to 2006, where she was part of the audit teams for large and small, private and public clients such as Computer Sciences Corporation, Infonet (later acquired by British Telecom), Candle! Corporation (later acquired by IBM), Kubota, Primedia, Inc., Gold Circle Entertainment, and the Performing Arts Center, among others. Her focus was on the technology, media and entertainment industries.

She is also the owner of Goldstein Enterprises, a management consulting firm that has served numerous clients by providing them with business practices analyses and software application development in order to streamline day-to-day operations and maximize efficiency. Among Ingrid's past and current clients as owner of Goldstein Enterprises were Nestle USA, Warner Bros. Studios and RJR Fashion Fabrics.

Most recently she was the Chief Financial Officer and Vice President of MMRGlobal, Inc., a publicly reporting company in the Health IT space that provides and resells Personal Health Records and document imaging and scanning systems along with the licensing of its intellectual property. She is well versed in contract negotiations and worked closely with the CEO and the Board of Directors.

Ingrid received a B.A. in Business Economics with a minor in Accounting from UCLA.

## VI. PRICING, GUARANTEE & CONTACT INFORMATION

The flat fee for this City Manager assignment is **\$29,500**. This includes all work outlined in Phases I – IV in the proposal's scope of work. The professional fee covers the entire scope of work and does not cap the number of visits or the amount of time invested in bringing the project to a successful conclusion. Expenses include advertising, brochure design and reproduction, administrative support, report supplies, printing/copying, postage and delivery charges, as well as recruiter's travel related to client meetings and interviews. We fully recognize that we are not the lowest priced option in the industry. The firm has a well- established reputation for consistently delivering outstanding service and results for our clients. The loyalty of our distinguished client base repeatedly demonstrates a superior return on investment and affirms the depth of our commitment to add value to the organizations and communities we serve.

Fees are billed on a monthly basis as work is completed. Expenses are billed at their actual level and are never marked-up or inflated with special fees.

### **Placement Guarantee**

Because we have a high degree of confidence in our work, TBC's placement guarantee for Council appointed positions is **double the industry standard**. Consistent with the ICMA Code of Ethics, if a candidate selected and appointed as City Manager by the Arroyo Grande Council as a result of a TBC recruitment terminates employment for any reason before the completion of the first **two years** of service, TBC will provide the City with the necessary consulting services required to secure a replacement. Professional consulting services are provided at no cost to the Client; expenses are covered by the City.

## Company Contact Information

Business address: 3510 Torrance Blvd., Ste. 209  
Torrance, CA 90503

Telephone: 424.296.3111  
Web site: [www.tbcrecruiting.com](http://www.tbcrecruiting.com)

Skype Address: tbc.recruiting  
Twitter: @TBCRecruiting  
Federal Tax ID: 13-4346458

Primary Contact: Teri Black  
[teri@tbcrecruiting.com](mailto:teri@tbcrecruiting.com)  
Office: 424.296.3111    Mobile: 310.781.0878

Company Officers: Teri Black, President/CEO  
Joseph E. Brann, Vice President

## VII. COMPREHENSIVE LIST OF CLIENTS

### Cities

Aliso Viejo  
Anaheim  
Arlington, TX  
Ashland, OR  
Belmont  
Beverly Hills  
Brisbane  
Buena Park  
Burbank  
Burlingame  
Cannon Beach, OR  
Carlsbad  
Carmel-by-the-Sea  
Carpinteria  
Chandler, AZ  
Colorado Springs, CO  
Concord  
Costa Mesa  
Daly City  
Davis  
Del Mar  
Denver, CO  
Dublin  
East Palo Alto  
El Cajon  
Eugene, OR  
Fairfield  
Fort Worth, TX  
Fremont  
Fresno  
Fullerton  
Goleta  
Hayward  
Healdsburg  
Hermiston, OR  
Hermosa Beach  
Hillsborough  
Huntington Beach  
Imperial Beach  
Laguna Niguel  
La Habra  
La Palma  
La Quinta  
Lakewood, CO  
Livermore  
Lomita  
Lompoc  
Long Beach

Los Altos  
Los Banos  
Los Gatos  
Lynwood  
Manhattan Beach  
Marina  
Menlo Park  
Modesto  
Moreno Valley  
Mountain View  
Murrieta  
Napa  
National City  
Newport Beach  
Oakland  
Palo Alto  
Pasadena  
Piedmont  
Pismo Beach  
Pittsburg  
Pleasanton  
Prescott Valley, AZ  
Pomona  
Poway  
Provo City, UT  
Rancho Cordova  
Redlands  
Redwood City  
Riverside  
Roseville  
San Diego  
San José  
San Leandro  
San Luis Obispo  
San Mateo  
Santa Barbara  
Santa Clara  
Santa Clarita  
Santa Cruz  
Santa Monica  
Signal Hill  
Sunnyvale  
Surprise, AZ  
Torrance  
Tracy  
Turlock  
Tustin  
Ventura  
Vista  
West Sacramento  
Woodside, Town of  
Yucca Valley, Town of

**Counties**

Alameda  
Contra Costa  
Denver, CO (City/County)  
Lane, OR  
Los Angeles  
Merced  
Monterey  
Napa  
San Diego  
Santa Barbara

**Special Districts/Authorities**

Ashland, OR Parks Commission  
Beach Cities Health District  
Calleguas Municipal Water District  
Castaic Lake Water Agency  
Goleta Water District  
Hi-Desert Water District  
Menlo Park Fire Protection District  
Mesa Consolidated Water District  
Municipal Water District of Orange County  
Sacramento Metropolitan Fire District  
San Ramon Valley Fire Protection District  
Southern California Association of Governments  
West Basin Municipal Water District

**Universities**

Cal State Los Angeles

# City Manager



City of  
Pismo Beach  
California

# City Manager



## The Community

The City of Pismo Beach is a classic California beach community, offering visitors and residents a unique opportunity to enjoy one of California's longest and widest stretches of white sand beaches. The City has over 20 City parks and hiking trails, award-winning cliff top restaurants and hotels, varied recreational opportunities, and unique shops and outlets. Within a short distance of Pismo Beach, wineries, championship level golf courses, whale watching, ATV riding on the dunes, deep-sea fishing, and beautiful state parks can be enjoyed. The City is located on the California Central Coast in San Luis Obispo County, midway between San Francisco and Los Angeles, along Pacific Coast Highway 1 and Highway 101.

The resident population of Pismo Beach is approximately 7,655 with a seasonal tourist population reaching 18,000 – 32,000. The City enjoys a temperate marine climate all year long, with an average temperature of 70 degrees. A high quality of life, a low crime rate, clean air, and a strong sense of community pride make Pismo Beach a wonderful place to work and live.

Annually, thousands of Monarch butterflies migrate to Pismo Beach, clustering in California's largest populated Monarch butterfly grove from late October through February. Pismo Beach hosts many annual events including a Classic Car Show, 4th of July Fireworks,

Stride With The Tide, Jubilee By the Sea Jazz Festival, St. Anthony's Celebration and the Annual Clam Festival.

## City Government

The City of Pismo Beach is a full service, general law city. The City's commercial base is primarily tourism-oriented and is the largest source of revenue for the City. The FY 2012-13 General Fund budget is \$15.9 million (total budget \$30 million). Pismo Beach currently maintains its reserve policy of 20 percent.

Pismo Beach operates under a Council-Manager form of government. The City Council is comprised of a Mayor directly elected for a two-year term, and four Council Members elected to staggered four-year terms. There are no term limits. The City Manager is responsible for the administration of City affairs, and is assisted by an administrative team, which includes the City Attorney and department heads for Administrative Services, City Clerk, Public Works, Community Development, Police, and Fire. The City Manager appoints the Directors for each Department.

Pismo Beach benefits from impressive fiscal strength, a stable work force and valuable political stability. Dedicated to an effective functioning democracy, the City Council is thoughtful, respectful, and adheres to a comprehensive Code of Ethics that was formally adopted in 2005. The Council also has an established practice of meeting annually to define short-range, mid-range, and long-range goals for the City and staff at the beginning of each calendar year. In addition, the City Council has reached agreements with the labor groups to reform retiree health and pension benefits, ensuring long-term fiscal health for the City.

Pismo Beach has a reputation for providing superior customer service and maintaining a high quality of life and service for both its residents and visitors. The candidate selected will inherit an outstanding executive team that enjoys performing in a professional and rewarding culture. Kevin Rice has served as City Manager since March, 2004. This recruitment is being initiated in preparation for Mr. Rice's retirement scheduled for February 2013.

## Vision for Pismo Beach

*Provide a safe place;  
maintain its small beach  
town character; expand into  
our Sphere of Influence;  
maintain a vibrant tourist-  
based economy, while  
becoming a world-renowned  
tourist destination.*



## The Ideal Candidate

The ideal candidate will be a visionary and confident leader who inspires excellence. Known for setting high expectations and holding people accountable, he/she will be an empowering working manager whose style is dominated by a strong appreciation for cohesive teams. The City Manager's staff currently enjoys a strong sense of team and high morale through top down participation in staff events that enhance camaraderie, strengthen relationships and bring an appropriate level of fun to the workplace. Committed to being an influential mentor, he/she will take a sincere interest in maximizing the potential and success of subordinates.

A results-oriented leader, the ideal candidate will demonstrate the ability to facilitate organizational discipline around adopted goals and priorities. Revealing a strong business mindset and impressive financial acumen, the ideal candidate will have a history of being a good steward of public resources. The ability to be innovative while being fiscally responsible will be considered favorably. The City Manager will convey an ongoing willingness to explore new ideas and a desire for continuous improvement.

A visible and accessible manager, the ideal candidate will be a credible and diplomatic communicator. He/she must be an outstanding writer and speaker who can effectively synthesize complicated subject matter into concise understandable terms. The City

Manager will have the ability to present well organized analyses and options to policy makers in order to facilitate thoughtful and well-informed decision making.

The ideal candidate will possess superior interpersonal skills along with demonstrated long-term success in building and maintaining productive working relationships with internal and external stakeholders. A reputation for interacting productively with elected and appointed officials will help to ensure a smooth transition for the new City Manager. Previous experience or exposure to constructive labor relations is desired.

A history of good judgment and wise decision making that includes a track record of selecting exceptionally talented professionals will be expected. A proven ability to make tough decisions when necessary is also required to succeed as City Manager in Pismo Beach.

The individual selected shall be active in the profession and familiar with emerging trends and best practices in local government. California experience is encouraged but not required. He/she will convey a sophisticated understanding of state and federal legislative processes as the City maintains a visible presence in both Sacramento as well as Washington, DC. The Pismo Beach City Manager is expected to be an effective ambassador and passionate advocate for the City's best interest.

Experience as a City Manager and/or Assistant/Deputy City Manager, or department director in a municipality of similar complexity is desirable. Experience serving in a comparable setting that involves tourism, coastal issues, large-scale special events or other dynamics that trigger dramatic fluctuations in populations and/or service demands is preferred. Involvement in economic development activities and/or downtown revitalization efforts is highly desirable. A track record of being accountable for large scale projects from conception to completion will be considered favorably. Familiarity with land use issues, such as annexation, will be welcomed.



City of  
Pismo Beach  
California



Ten (10) years of municipal management or administrative experience along with a Bachelor's degree in public or business administration, or related discipline is required. A Master's degree is preferred.

## Compensation

Salary will be DOQE. The City also offers an attractive benefits package that includes, but is not limited to:

**Retirement:** California Public Employees Retirement System (PERS) – 2% @ 60. The City currently contributes 3% of the member contribution. At retirement, unused sick leave may be converted to additional retirement credit. The City Manager receives \$4,500 annual City Paid Contribution to 457 Plan (paid in 24 equal payments). Retiree Health Insurance is available upon retirement from the City, with lifetime City contribution of \$112 per month. The City participates in Social Security.

**Cafeteria Plan:** Up to \$1,071 monthly allowance to purchase medical, dental, and vision insurance with available provision to opt out and receive up to \$554 per month in taxable cash. The City offers both PPO and HMO medical plan options

**Life Insurance:** Group term life insurance is provided.

**Vacation:** Up to 22 days per year depending on years of service.

**Holidays:** 13 days per year.

**Sick Leave:** 12 days per year.

**Administrative Leave:** 80 hours per year.

**Car and Phone Allowance:** \$300 and \$55 per month respectively.

**Additional Benefits:** City offers additional benefits such as additional life and other insurances, Deferred Compensation program, and Employee Assistance Program.

## Application and Selection Process

The closing date for this recruitment is **Sunday, September 16, 2012**. Upload resume, cover letter and list of six professional references online using the "Apply Now" feature at [www.tbcrecruiting.com](http://www.tbcrecruiting.com).



For more information regarding Pismo Beach and the City Council's goals, visit [www.pismobeach.org](http://www.pismobeach.org).



Teri Black-Brann  
Tel 310.377.2612

Carolyn Seeley  
Tel 949.487.7606

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[www.tbcrecruiting.com](http://www.tbcrecruiting.com)



Immediately following the submission deadline, the candidates with the most relevant qualifications will be interviewed by the lead consultant. Those individuals determined to be best suited for the position will be interviewed by the City Council in October. An appointment is anticipated in December following additional selection activities and the completion of extensive background and reference checks.

*The City of Pismo Beach is an Equal Opportunity/ADA Employer.*

# CITY of REDWOOD CITY, CALIFORNIA



# CITY MANAGER



## THE COMMUNITY

**L**ocated in the Silicon Valley at the center of the San Francisco Peninsula, the City of Redwood City is known as a creative, innovative and dynamic organization and community. With a population of over 78,000 the city has a healthy blend of residential, commercial and industrial elements in a community that stretches from the San Francisco Bay to the hills of the San Francisco peninsula. The city is home to a busy Caltrain station where commuters from both San Jose to the south, and San Francisco to the north, arrive into one of the most tech-savvy communities in the world. Redwood City is home to Oracle, Electronic Arts, Silver Spring Networks, Box and Evernote, among numerous other world-class high tech companies. Other large employers include Sequoia Hospital, Kaiser Permanente, the County of San Mateo, and the Redwood City School District.

Redwood City offers outstanding accommodations, top entertainment, and diverse dining options. The City's pedestrian-friendly and increasingly vibrant Downtown honors the community's heritage and is home to a growing number of restaurants, and an evolving mix of retail to fit every consumer mood. The beautiful Courthouse Square stands as the centerpiece of Downtown and has become the gathering place for people from throughout the community and the peninsula. Redwood City enjoys a one-of-a-kind waterfront including the Redwood Shores neighborhood, with ample recreational opportunities right on the Bay. The community also boasts the only deep-water port in the south San Francisco Bay, in addition to a yacht harbor and numerous bayfront residential options.

World renowned academic institutions such as neighboring Stanford University as well as the University of California at San Francisco, the University of San Francisco, Santa Clara University, and numerous others are located nearby. K-12 education is provided by three school districts and two local Charter High Schools. Cañada College, one of the San Mateo Community College District's three college campuses, is also located in the City. Stanford has made a long-term commitment to the community by recently approving the first phase of an administrative campus in Redwood City, marking the initial implementation of multi-year development agreement and the University's first significant expansion outside its main campus.

The success and health of Redwood City is built upon the community's diversity, civic pride and involvement, strong neighborhoods, and each individual's sense of responsibility for making the City a better place for all. The City works diligently to maintain positive productive working relationships with its various community partners that work together

to provide the best services, programs and opportunities for Redwood City residents. It's a terrific place to do business, with appealing neighborhoods anchored by a strong sense of community, making Redwood City a natural place to call "home."

## Redwood City's Core Purpose *Build a Great Community Together*

### CITY GOVERNMENT

**R**edwood City is a Charter City operating under the council-manager form of government. The City Council consists of seven members who are elected at-large to four-year staggered terms (with a four-term limit). Council Members select the Mayor and Vice Mayor from amongst their colleagues to serve in those respective capacities for a period of two years. The Council appoints the City Manager, City Attorney, and the City Clerk. The City Council meets regularly on two Mondays of each month.

Redwood City is strategically driven and financially stable. The City Council adopted the most recent two-year budget in June 2014. The City's FY2014-15 General Fund budget is \$98.6 million (total budget \$195 million) and municipal services are delivered with the support of over 500 employees. The City is full service city with the departments of Community Development, Finance, Parks Recreation and Community Services, Library, Police, and Public Works, along with the City Manager's Office, City Clerk's Office, and City Attorney's Office. The Redwood City Fire Department serves the Cities of Redwood City and San Carlos.

As part of its strategic planning process, the Council develops broad strategic initiatives which are updated annually. Each initiative contains a range of strategic goals and supporting objectives which the City Manager, two Assistant City Managers, Department Directors, and staff use in developing detailed work programs to carry out the Council's vision. Extensive information regarding the City and the Council's Strategic Priorities can be found at [www.redwoodcity.org](http://www.redwoodcity.org).

After serving for nearly five years as City Manager and for a total of 10 years in various City leadership positions, Dr. Robert Bell has announced plans to retire at the end of June 2015. In his tenure as City Manager, Dr. Bell led Redwood City out of the worst economic downturn in decades and implemented the City Council's vision for economic growth and financial solvency. He also implemented a





new organizational structure and filled several key department head positions in addition to successfully implementing the City Council's legislative priorities, which included strengthening Redwood City's local economy, revitalizing Downtown, and protecting the environment through the drafting of the City's first Climate Action Plan.

The new City Manager will inherit an exceptionally talented and cohesive executive team. This group of highly competent and action-oriented professionals are at the top of their respective games and sincerely care about the Redwood City community. There is incredible synergy amongst the team which relies on clear direction, timely communications and encouragement to innovate from the Manager's office. The team culture is further characterized by the dedication to hard work, a strong community orientation, quality results, mutual respect and the refreshingly sharp sense of humor displayed by its members. To ensure this high-performing, fast-paced municipality remains progressive, department heads are expected to stay abreast of best practices and innovations within their respective disciplines and are encouraged to explore applicable ideas from the private sector.

## THE IDEAL CANDIDATE

**R**edwood City's ideal candidate will be a visionary and nimble leader who conveys a contemporary results-oriented approach to city management. A forward-thinking professional, he/she will have the proven ability to lead and inspire talented executives and managers in the achievement of ambitious goals to which strong communities and organizations aspire. An empowering and supportive manager, the individual selected will possess a history of attracting and retaining high performers committed to excellence.

The ideal candidate will exhibit exceptional political acumen and have a track record for reliably carrying out the will of an elected or appointed body. The City Council is desirous of attracting candidates who reveal the sophisticated competencies necessary to effectively serve passionate policymakers who are admirably devoted to creating the best possible quality of life for their community, but sometimes have different ideas about how this can best be achieved. Such professionals will also possess the ability to assist the Council with interpreting the needs and desires of a community undergoing an exciting yet uncertain transformation. To that end, the individual selected must possess the skills required for facilitating well informed decision making around complex issues and helping elected and/or appointed officials achieve consensus whenever possible. He/she will have mastered the delicate art of balancing varying interests and perspectives of a diverse array of stakeholders amidst times of significant change.

Redwood City's top professional will be an open-minded and decisive leader who is comfortable with constructive debate that stimulates superior problem solving. He/she will exhibit impressive tolerance for the natural tensions and frustrations that accompany growth while remaining relentlessly optimistic about the ability to navigate an inclusive path forward. A courageous professional, he/she will be resolute in his/her willingness to provide unpopular advice when appropriate in the best interest of the community and be attentive to treating all council and community members fairly.

The ideal candidate will embrace the principles of community oriented government and have a history of demonstrated success in creating and maintaining mutually beneficial partnerships that serve the best interests of the community. He/she will be an articulate, confident and direct communicator who is visible and accessible to the community as well as to staff. In addition, a high degree of emotional intelligence, flawless integrity and well developed interpersonal skills will be expected. The City Manager of Redwood City must also be comfortable with proactive and ongoing civic engagement as a regular business practice. Recognizing the importance of the City's relationship with its entire constituency, familiarity with contemporary tools and strategies that enhance community interaction and connectivity is encouraged.

Exemplified through record of admirable accomplishments, the individual selected will be a resilient and disciplined leader with the proven ability to keep teams focused around an organization's direction and strategic priorities. An energetic leader with impressive stamina, he/she will be known for maintaining a calm and consistent professional demeanor that endures even in the face of crises. He/she will be adept at managing large-scale change and not be afraid to challenge status quo or long accepted norms.

Valuing the experience and depth of his/her team, he/she will have a history of empowering managers and listening to internal experts as well as key advisors. As both a student and a teacher, this lifelong learner will also enjoy mentoring others and be dedicated to ongoing professional growth and organizational development. The ideal candidate will utilize his/her experience as a proven strategist to proactively position the organization to accommodate future change in service demands and expectations.

Executive level experience as a City Manager, Assistant/Deputy City Manager or equivalent role is highly desirable. Professionals with public and/or private sector management experience with strong local government knowledge and familiarity will also be considered. A Bachelor's degree in public or business administration, or other





relevant discipline is required and a Master's degree is preferred. California experience is desirable, but lack of in-state experience should not prohibit qualified candidates from applying.

Senior level management experience that demonstrates the ability to effectively and courageously deal with difficult and complex issues while maintaining resiliency and building that capacity in others will help establish the new City Manager for long-term success.

Previous experience managing a city or organization through various cycles of growth will be considered favorably. The ideal candidate will offer a background in urban planning and community development and be familiar with performance measurement and tracking tools suitable for local government. Expertise in high performing organizations is desired and in-depth knowledge of municipal finance and labor relations is strongly preferred.

## COMPENSATION & BENEFITS

**S**alary will be competitive with the current market and DOQE. Salary is supplemented by an attractive benefits package that includes, but is not limited to the following features:

**Retirement** – CalPERS 2% @ 60 for current members; 2% @ 62 for new members

**Medical Insurance** – Choice of two PPOs and two HMOs (all administered by CalPERS); City pays 90% of monthly premium, up to \$1,562 monthly for 2015.

**Dental/Vision** – City pays 90% of the monthly premiums for employees and their qualified dependents

**Flexible Benefit Plan (Cafeteria Plan)** – Allows employees to contribute tax-free income for medical premiums, healthcare reimbursement and dependent care reimbursement

**Car Allowance** – \$400 per month

**Professional Development** – Professional development reimbursement up to \$750 per year; education reimbursement up to \$650 per year.

**In-Lieu Hours** – 160 hours per year

**Vacation/Sick Leave** – Vacation accrual rate of two to five weeks per year based on total public sector/industry experience; sick leave is accrued at a rate of 1 day per month

**Deferred Compensation** – Four plans available; voluntary contribution

**401(a)** – The PARS Defined Contribution Retirement Enhancement Plan is available to Executive Level Managers. City pays contribution of 2% of compensation.

**Income Protection** – The City provides basic plan coverage for Life and Accidental Death and Dismemberment and Long Term Disability with additional coverage available for purchase by employee; additional coverage for severe medical issues and disability income is available.

**Relocation/Housing Assistance** – The City Council will negotiate a mutually agreeable employment agreement that may include housing assistance, temporary housing, and relocation assistance.

## APPLICATION & SELECTION PROCESS

**T**he closing date for this recruitment is **midnight on Sunday, May 17, 2015**. To be considered for this opportunity, upload cover letter, resume and list of six professional references using the "Apply Now" feature at [www.tbcrecruiting.com](http://www.tbcrecruiting.com).

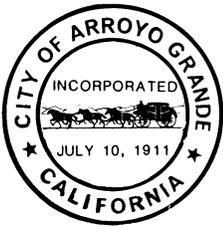


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[www.tbcrecruiting.com](http://www.tbcrecruiting.com)



Following the closing date, resumes will be screened in relation to the criteria articulated in this brochure. Applicants with the most relevant qualifications will immediately be granted preliminary interviews by the consultants. Candidates deemed to be the best qualified will be invited to interview with the City Council in June. The City Council anticipates making an appointment shortly thereafter following the completion of extensive background and reference checks, plus compensation negotiations. Please note this will be a **completely confidential process** and that references will not be contacted until the end of the recruitment and, at that time, will be done so in close coordination with the candidate impacted. No names of candidates will be released, except for that of the selected candidate at the conclusion of the process.

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS**

**BY: SHANE TAYLOR, UTILITIES MANAGER**

**SUBJECT: MONTHLY WATER SUPPLY AND DEMAND UPDATE**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council receive and review the monthly Water Supply and Demand Report.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The cost to provide the report is limited to staff time, which equates to approximately \$350.

### **BACKGROUND:**

The severe drought continues to impact the City's water supply and demand. As a result, the City Council declared a Stage 1 Water Shortage Emergency on May 26, 2015. This monthly update on the current supply and demand statistics will provide the Council with the data required to make decisions related to Emergency Water Shortage Restrictions and Regulations.

### **ANALYSIS OF ISSUES:**

The exceptional drought continues. We have received 2.3" of rain since July 1, 2016 at the Corporation Yard gauge. Lopez Lake is currently at 23% capacity (11,410 AF of storage). The Low Reservoir Level Response Plan (LRRP) has been enacted.

At the Zone 3 Advisory Board meeting on May 21, 2015, the Board recommended that the deliveries from the Water Treatment Plant be reduced by 10% starting April 1, 2015. This was in advance of the Lake reaching 15,000 AF of storage, which is the automatic reduction trigger. We are voluntarily reducing deliveries by 20% to keep lake supply above the 10,000 AF level, which mandates an automatic 20% reduction retroactive back to April 1, 2016.

**CITY COUNCIL  
MONTHLY WATER SUPPLY AND DEMAND UPDATE  
NOVEMBER 22, 2016  
PAGE 2**

In October the City's water use was 34% below October 2013. The reduction requirement imposed by the State Water Resources Control Board for Arroyo Grande is 28%.

Based on current use and weather patterns, Lopez Lake is predicted to reach the 10,000 AF storage level around February 1, 2017. The Lopez supply for water year 2016/17, which began April 1, 2016, for Arroyo Grande is 2,998 AF, which includes 936 AF of carry-over water. Based on the projected water demand of 2,300 AF, we will meet the demand in water year 2016/17.

**ADVANTAGES:**

No advantages noted at this time.

**DISADVANTAGES:**

No disadvantages noted at this time.

**ALTERNATIVES:**

Not applicable at this time.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

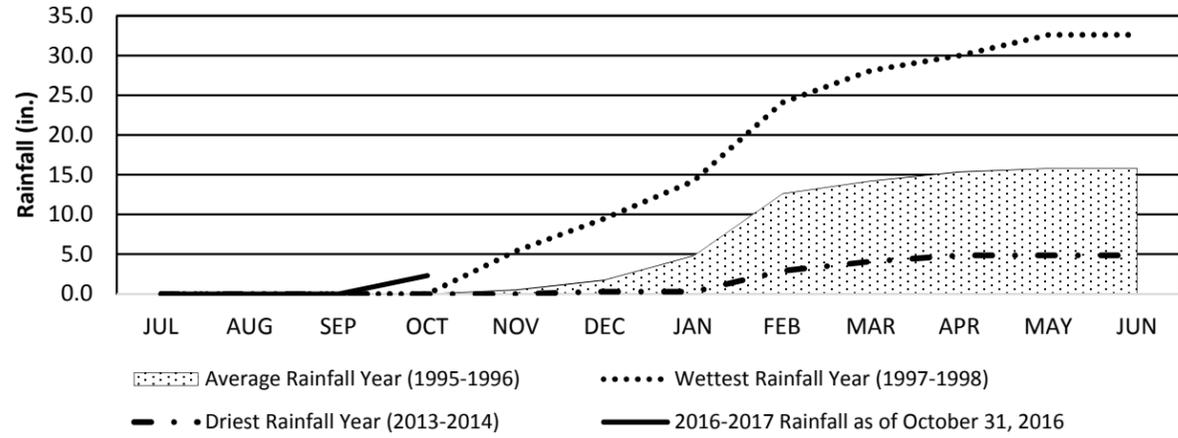
Attachments:

1. October 2016 Water Supply and Demand Charts
2. Lopez Reservoir Storage Projections
3. Zone 3 - Lopez Project - Monthly Operations Report

**Rainfall**

**Cumulative Rainfall from July 1, 2016 to October 31, 2016: 2.3 inches**

**Cumulative Rainfall**



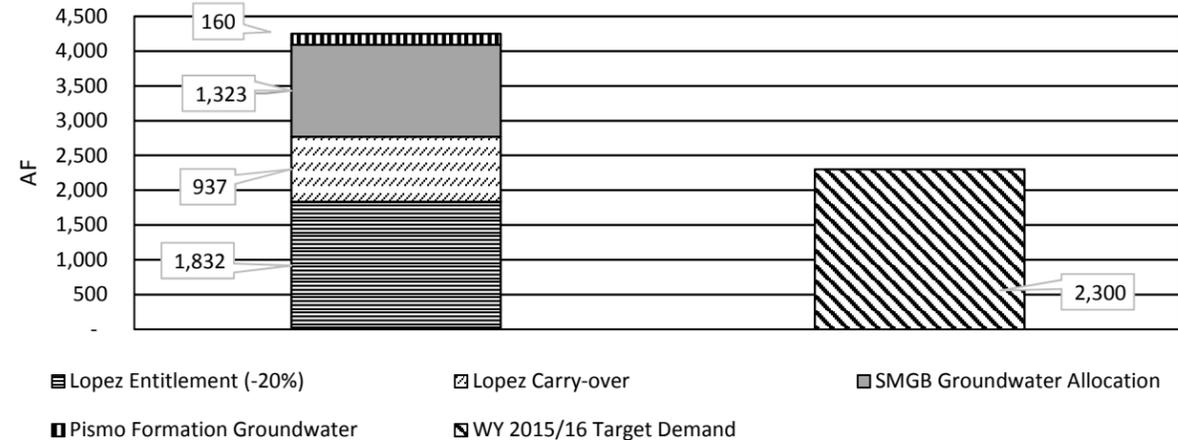
Note: Precipitation data from AG Corp Yard Station No. 177.1 from July 1966 -October 31, 2016.

**Water Demand**

	<u>Total City Demand (AF)</u>
October 2013	276.6
October 2016	182.9
% Difference from 2013	-34%
WY 2013/14 YTD	1,808.7
WY 2015/16 YTD	1,275.2
% Difference from WY 2013/14	-29%

**Predicted Supply and Demand**

**WY 2016/17 Predicted Supply and Demand**



Note: The Water Year (WY) for water demand is from April to March.

**Water Supply**

**Lopez Lake**

	<u>Oct-16</u>	<u>WY 15/16 Year to Date</u>	<u>Remaining Allocated Supply</u>
Lake Elevation (full at 522.37 ft)	458.98		
Storage (full at 49,200 AF)	11,064		
Storage - Percent Full	22%		
Status	Enacted		
Current Entitlement Reduction	20%		
Deliveries (AF)	164.79	1,045.73	1,722.87

Note: The Water Year (WY) for Lopez Lake is from April to March. The actual amount of storage in Lopez at the end of October 2016 was 11,410 AF; however, the storage amount and storage percentage above were adjusted to account for the 346.27 AF of stored State Water Project water in the lake.

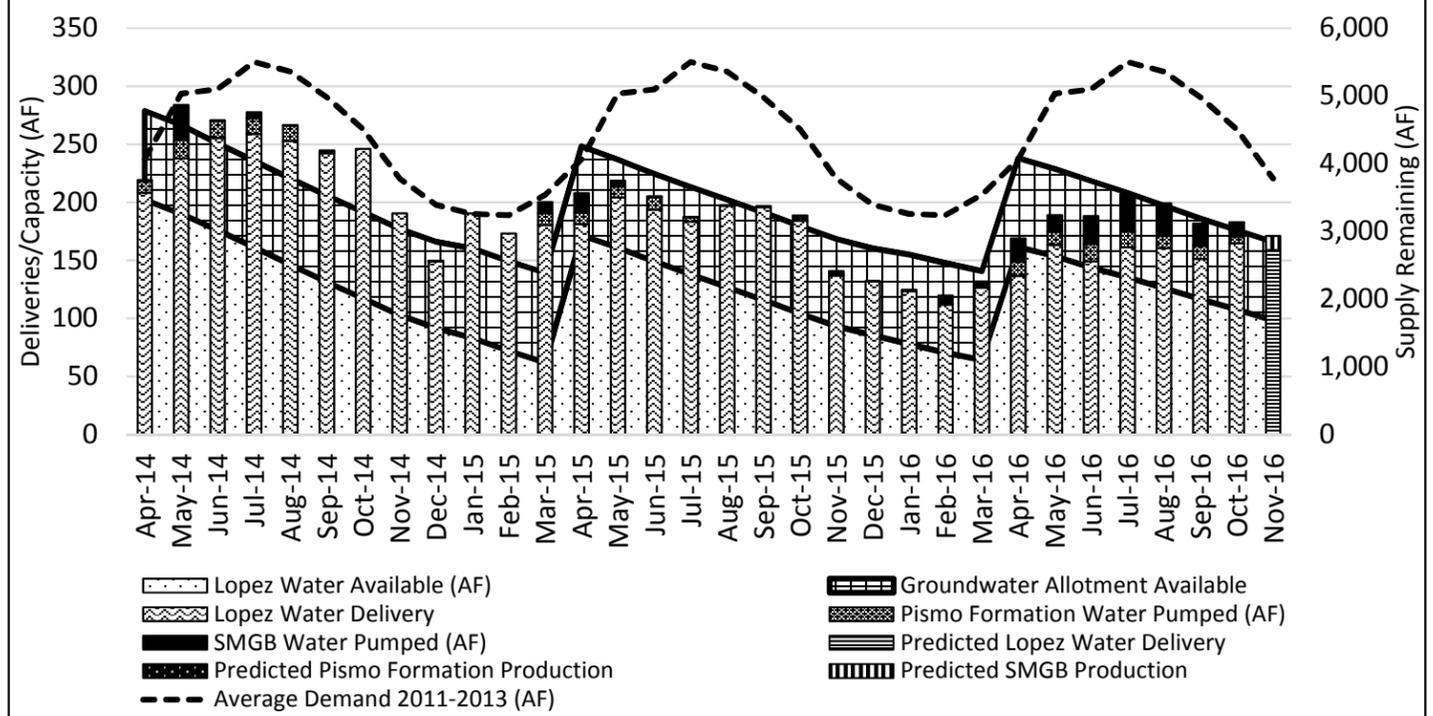
**Groundwater**

	<u>Oct-16</u>	<u>Calendar Year to Date</u>	<u>Remaining Entitlement</u>
SMGB Production (AF)	12.7	165.0	1,158.0
Pismo Formation Production (AF)	5.4	79.0	NA

City SMGB average well levels for October 2016 were half a foot lower than October 2015.

Note: Groundwater entitlement and production data is based on the calendar year.

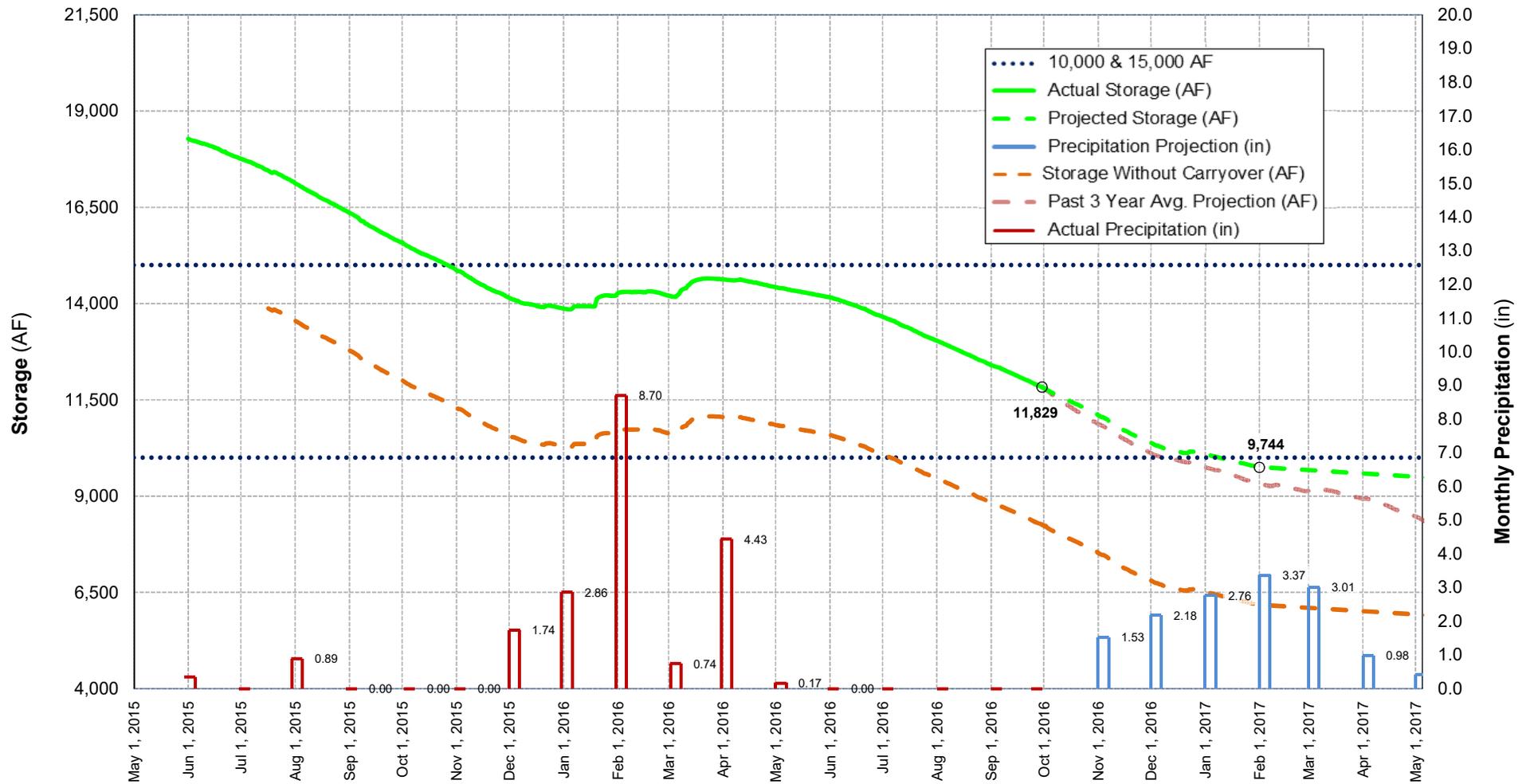
**Water Supply, Demand and Delivery Chart**



Note: These production forecasts contain preliminary estimates of water production and draft predictions of future production based on historical averages.

**Lopez Reservoir Storage Projections**  
 (precipitation scenario source: www.LongRangeWeather.com)

Revised: 9/30/2016

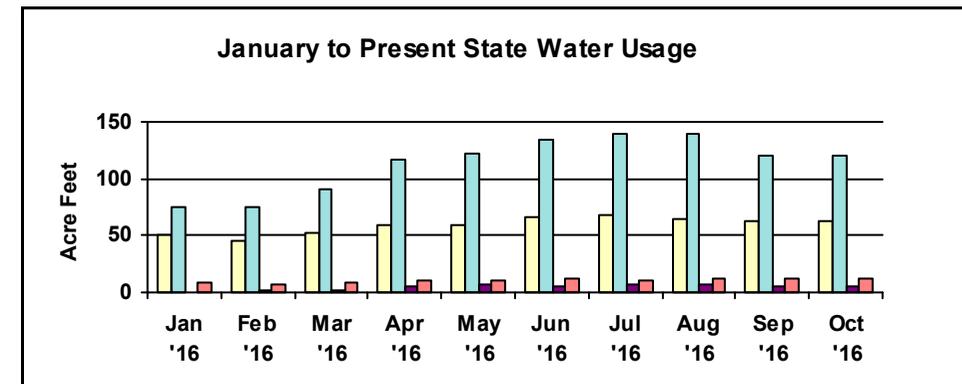
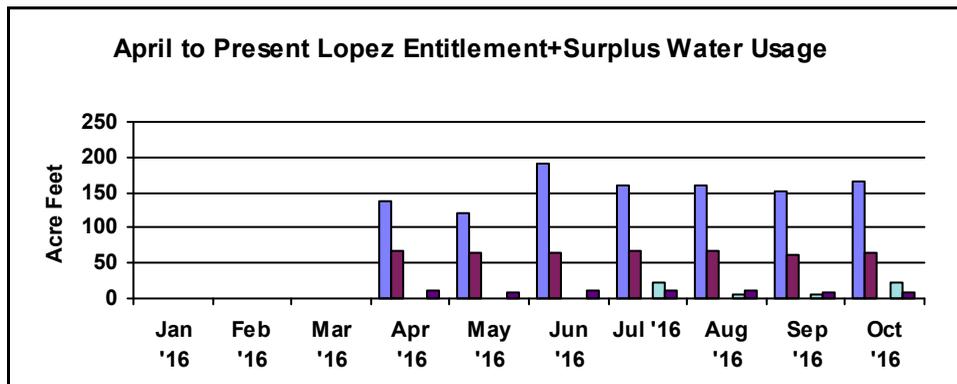


Notes:

- For "Dry Months" (April - October), projected increases and/or decreases in storage estimated to mimic conditions from 2015.
- For "Wet Months" (November - March), projected storage declines assume LRRP annual downstream release of 3,800 AFY and deliveries of 4,077 AFY.
- For "Wet Months", projected storage increases based on historic trends from actual storm data for the period of 12/1993 through 6/2011.
- Storage projection for "Wet Months" assume that unsaturated conditions exist.
- Rainfall projection provided by www.LongRangeWeather.com, and updated 7/5/2016. Evaporation included in storage projection.
- Past 3 Year Avg. Projection uses historic daily capacity changes averaged from 2013, 2014, 2015

San Luis Obispo County Flood Control and Water District  
 Zone 3 - Lopez Project - Monthly Operations Report  
 October, 2016

Contractor	Lopez Water Deliveries												State Water Deliveries						Total Water Deliveries This Month			
	Entl.	Surplus	Total	This Month				April to Present				Annual Request	This Month			January to Present						
				Entitlement		Surplus		Entitlement		Surplus			Usage	% of Annual Request	SWP Deliveries	Change in Storage	Usage	% of Annual Request		SWP Deliveries		
				Usage	%	Usage	%	Usage	%	Usage	%											
Arroyo Grand	2061	936.60	2997.60	164.79	8.0%	0.00	0.0%	1087.24	52.8%	0.00	0.0%	1087.24	36.3%					591.13	260.4%		164.79	
Oceano CSD	272.7	713.10	985.80	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	227	62.93	27.7%					62.93	
Grover Beach	720	307.90	1027.90	64.34	8.9%	0.00	0.0%	456.11	63.3%	0.00	0.0%	456.11	44.4%								64.34	
Pismo Beach	802.8	1227.60	2030.40	22.11	2.8%	0.00	0.0%	55.33	6.9%	0.00	0.0%	55.33	2.7%	1120	120.00	10.7%					142.11	
CSA 12	220.5	390.20	610.70	7.68	3.5%	0.00	0.0%	68.56	31.1%	0.00	0.0%	68.56	11.2%	27	5.58	20.7%					13.26	
San Miguelito														127	12.81	10.1%					12.81	
<b>Total</b>	<b>4077</b>	<b>3575.40</b>	<b>7652.40</b>	<b>258.92</b>	<b>6.4%</b>	<b>0.00</b>	<b>0.0%</b>	<b>1667.24</b>	<b>40.9%</b>	<b>0.00</b>	<b>0.0%</b>	<b>1667.24</b>	<b>21.8%</b>	<b>1501</b>	<b>201.32</b>	<b>13.4%</b>	<b>259</b>	<b>57.68</b>	<b>1877.16</b>	<b>125.1%</b>	<b>2211.00</b>	<b>460.24</b>
												Last Month Stored State Water		<b>288.59</b>			This Month Stored State Water		<b>346.27</b>			



Note: Deliveries are in acre feet. One acre foot = 325, 850 gallons or 43, 560 cubic feet. Safe yield is 8,730 acre feet.

"Year to Date" is January to present for State water, April to present for Lopez deliveries, and July to present for rainfall.

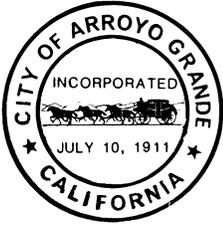
Lopez Dam Operations	This Month	Year to Date		
Lake Elevation (full at 522.37 feet)	458.98		Difference (feet)	-63.39
Storage (full at 49200 acre feet)	11410		% Full	23.2%
Rainfall	2.77	2.77		
Downstream Release (4200 acre feet/year)	309.53	2119.24		
Spillage (acre feet)	0	0.00		

**Comments:** Reservoir is currently operated under the Low Reservoir Response Plan, therefore Entitlements shown represent a 10% reduction.

Surplus water shown is actually "Carry Over" water as designated in the LRRP and updated per BOS May 10, 2016 Declaration of Surplus.

1) Oceano supplied State Water to Canyon Crest via Arroyo Grande's Edna turn out. A total of 2.03 AF delivered to Canyon Crest was added to Oceano's State Water usage this month

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## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** GEOFF ENGLISH, PUBLIC WORKS DIRECTOR

**BY:** JILL MCPEEK, CAPITAL IMPROVEMENT PROJECT MANAGER

**SUBJECT:** CONSIDERATION OF ACCEPTANCE OF THE OAK PARK BOULEVARD/WEST BRANCH STREET/US 101 TRAFFIC SIGNAL UPGRADE PROJECT, PW 2014-01

**DATE:** NOVEMBER 22, 2016

### RECOMMENDATION:

It is recommended the City Council:

1. Accept the project improvements as constructed by Lee Wilson Electric Company in accordance with the plans and specifications for the Oak Park Boulevard/West Branch Street/US 101 Traffic Signal Upgrade Project;
2. Direct staff to file a Notice of Completion; and
3. Authorize release of retention, thirty-five (35) days after the Notice of Completion has been recorded, if no liens have been filed.

### IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The amended capital improvement program budget included \$154,850 for the Oak Park Boulevard/West Branch Street/US 101 Traffic Signal Upgrade Project which included \$114,377 of Highway Safety Improvement Program (HSIP) grant funds. The total project cost (design, construction, administration, inspection, etc) is estimated at \$138,544 of which \$108,965 is eligible for HSIP reimbursement (or \$98,068). Any unused HSIP funds are returned to the State. The recommended action will not result in any impact on staff resources.

### BACKGROUND:

On March 8, 2016, Council awarded a construction contract to perform the subject project to Lee Wilson Electric Company for \$81,175 and authorized the City Manager to approve change orders in the amount of \$8,117. The project involved an upgrade to the existing traffic signal from permissive-protected left turns on Oak Park Boulevard to protected left turns. The project replaced two of the existing traffic signal poles and mast arms on Oak Park Boulevard, provided signage upgrades, and the replacement of an

**CITY COUNCIL  
CONSIDERATION OF ACCEPTANCE OF THE OAK PARK BOULEVARD/WEST  
BRANCH STREET/US 101 TRAFFIC SIGNAL UPGRADE PROJECT, PW 2014-01  
NOVEMBER 22, 2016  
PAGE 2**

existing ramp at the northeast corner of the intersection to Americans with Disabilities Act (ADA) standards. The contractor's final construction cost is \$81,175.

**ANALYSIS OF ISSUES:**

The contractor has completed the work in accordance with the approved plans and specifications and there are no outstanding issues.

**ALTERNATIVES:**

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

1. Accept the Oak Park Boulevard/West Branch Street/US 101 Traffic Signal Upgrade Project;
2. Do not accept the project;
3. Accept the project but do not authorize release of retention; or
4. Provide direction to staff.

**ADVANTAGES:**

The project is complete. Accepting the improvements will allow staff to close out the project. The project is consistent with the Council goal to support City infrastructure.

**DISADVANTAGES:**

The disadvantage of accepting the improvements would be if subsequent deficiencies in the work are identified. However, the contract documents include a one-year warranty period for the contractor to address any construction defects that may arise.

**ENVIRONMENTAL REVIEW:**

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guideline Section 15301(b) for existing utilities and Section 15301(c) for existing sidewalk, gutter and similar facilities.

**PUBLIC NOTIFICATION AND COMMENTS:**

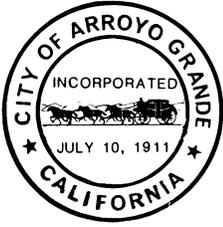
The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachment:

1. Notice of Completion



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## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** GEOFF ENGLISH, PUBLIC WORKS DIRECTOR

**BY:** JILL MCPEEK, CAPITAL IMPROVEMENT PROJECT MANAGER

**SUBJECT:** CONSIDERATION OF ACCEPTANCE OF THE 2016 CONCRETE REPAIRS PROJECT, PW 2016-09

**DATE:** NOVEMBER 22, 2016

### RECOMMENDATION:

It is recommended the City Council:

1. Accept the project improvements as constructed by Brough Construction, Inc. in accordance with the plans and specifications for the 2016 Concrete Repairs Project;
2. Direct staff to file a Notice of Completion; and
3. Authorize release of retention, thirty-five (35) days after the Notice of Completion has been recorded, if no liens have been filed.

### IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The FY 2016-17 capital improvement program budget includes \$55,000 for concrete repairs. The total project cost (design, construction, administration, inspection, etc.) is estimated at \$28,200. The contractor's final construction cost is \$21,289. The recommended action will not result in any impact on staff resources.

### BACKGROUND:

On August 23, 2016, Council awarded a construction contract to perform the subject project to Brough Construction, Inc. for \$25,109 and authorized the City Manager to approve change orders in the amount of \$2,511. The project involved the replacement of exposed aggregate sidewalk, curb and gutter, and tiles throughout the Village area.

### ANALYSIS OF ISSUES:

The contractor has completed the work in accordance with the approved plans and specifications at the locations identified in the award of contract staff report within the contract time and under budget. There are no outstanding issues.

**CITY COUNCIL  
CONSIDERATION OF ACCEPTANCE OF THE 2016 CONCRETE REPAIRS  
PROJECT, PW 2016-09  
NOVEMBER 22, 2016  
PAGE 2**

**ALTERNATIVES:**

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

1. Accept the 2016 Concrete Repairs project;
2. Do not accept the 2016 Concrete Repairs project;
3. Accept the 2016 Concrete Repairs project but do not authorize release of retention; or
4. Provide direction to staff.

**ADVANTAGES:**

The project is complete. Accepting the improvements will allow staff to close out the project. Remaining funds in this project account will be returned to the concrete repair fund balance. The project is consistent with the Council goal to support City infrastructure.

**DISADVANTAGES:**

The disadvantage of accepting the improvements would be if subsequent deficiencies in the work are identified. However, the contract documents include a one-year warranty period for the contractor to address any construction defects that may arise.

**ENVIRONMENTAL REVIEW:**

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guideline Section 15301(c) for existing sidewalk, gutter and similar facilities.

**PUBLIC NOTIFICATION AND COMMENTS:**

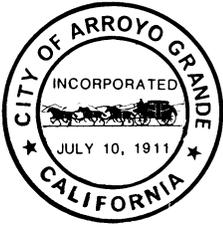
The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachment:

1. Notice of Completion



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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, PUBLIC WORKS DIRECTOR**

**BY: JILL MCPEEK, CAPITAL IMPROVEMENT PROJECT MANAGER**

**SUBJECT: CONSIDERATION OF AN AWARD OF CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR CONSTRUCTION OF THE EL CAMINO REAL STORM DRAIN REHABILITATION PROJECT, PW 2016-12**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council:

1. Approve the construction specifications for the El Camino Real Storm Drain Rehabilitation Project, PW 2016-12;
2. Find that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(b);
3. Direct the City Clerk to file a Notice of Exemption;
4. Award a contract for the El Camino Real Storm Drain Rehabilitation Project to Insituform Technologies, LLC in the amount of \$57,750;
5. Authorize the Interim City Manager to approve change orders for 10% of the contract amount, \$5,775 for unanticipated costs during the construction phase of the project (total construction costs = \$57,750 + \$5,775 = \$63,525); and
6. Reallocate \$88,900 from other projects in the Local Sales Tax Fund to cover the subject project expenses.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

Costs for the proposed project are approximately \$88,900. Staff is recommending that funds be reallocated from previously approved capital improvement projects that can be delayed an additional year. The proposed project expenditures and funding sources are listed in the chart below.

**CONSIDERATION OF AN AWARD OF CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR CONSTRUCTION OF THE EL CAMINO REAL STORM DRAIN REHABILITATION PROJECT, PW 2016-12  
NOVEMBER 22, 2016  
PAGE 2**

<b>EXPENDITURES</b>	
Design & Admin Support	\$ 16,000.00
Soils Report	\$ 3,000.00
Construction – Storm Drain Repair	\$ 2,260.00
Construction – Storm Drain Lining	\$ 57,750.00
Contingency (10% of Contract price)	\$ 5,775.00
Inspection Services, Advertisement, Recording Fees	\$ 4,115.00
<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$ 88,900.00</b>

<b>REVENUES</b>	
Reallocate Huasna CMP Repair Project Funds – 350-5784	\$ 22,000.00
Reallocate Grand Avenue Sidewalk Funds – 350-5610	\$ 66,900.00
<b>TOTAL PROJECT REVENUES</b>	<b>\$ 88,900.00</b>

**BACKGROUND:**

In late summer of 2016, the Public Works Department was notified by a property owner regarding a void in a planter area along the north side of their building located at 1107 El Camino Real. Staff conducted a field review and determined that there is an existing public storm drain line that runs from El Camino Real, under the building, to a storm drain inlet located south of the building. Staff also researched existing City documentation but was unable to locate any construction drawings for the storm drain line or the building. Based on available information, the approximate location of the storm drain line is shown in the diagram below.



**CONSIDERATION OF AN AWARD OF CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR CONSTRUCTION OF THE EL CAMINO REAL STORM DRAIN REHABILITATION PROJECT, PW 2016-12  
NOVEMBER 22, 2016  
PAGE 3**

It was observed by staff that the void in the planter was caused by some type of failure of the storm drain line that runs underneath the building from a junction box located near the planter. To better assess the situation, staff enlisted one of the City's on-call material testing firms to perform a geotechnical observation. This observation was performed on September 30, 2016, and a summary of the findings along with recommendations was forwarded to the City on October 14, 2016 (Attachment 3).

In summary, the storm drain line that runs under the building is a corrugated metal pipe (CMP) and it is severely deteriorated beginning at the junction box and extending to an indeterminate distance in the pipe section under the building. It is likely causing erosion of the surrounding soil. A self-propelled video camera unit was deployed into the outlet side of the pipe to help determine the condition of the pipe. Staff was able to film at a distance of approximately 190 feet into the pipe until the condition of the pipe no longer permitted camera access. The total approximate length of the 24 inch CMP storm drain is 350 feet.

**ANALYSIS OF ISSUES:**

Based on the available limited information, the public drainage system was connected to a previously constructed private drainage pipe, which was completed prior to the annexation of the subject property into the City. The drainage facility is not located in a public drainage easement but does receive water from the public storm drain system and run-off from the public storm drain system has contributed to the erosion. Based on the Interim City Engineer's determination, responsibility for the repairs lays with the City because City stormwater is diverted into this private storm drain facility.

The public drainage system was connected to this private drainage structure before incorporation of the subject property into the City boundaries. Current City Engineering Standards would not allow for the construction of a building over a drainage facility. This drainage facility will be recommended for abandonment and routed around the building in a public drainage easement. This recommendation will be part of a future drainage system master plan update.

In order to deter further erosion or widening of the void and to reduce the potential for further erosion and decay of the corrugated metal pipe, staff prepared specifications for the corrugated metal pipe (CMP) to be rehabilitated by use of a liner as it is impractical to replace the CMP. The project was advertised for construction bids and on November 14, 2016, three bids were opened for the project. The lowest bid from Insituform Technologies, LLC was in the amount of \$57,750, The bid has been determined to be responsive and Insituform Technologies, LLC to be a responsible bidder. The award of a construction contract to Insituform Technologies, LLC is recommended.

**CONSIDERATION OF AN AWARD OF CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR CONSTRUCTION OF THE EL CAMINO REAL STORM DRAIN REHABILITATION PROJECT, PW 2016-12  
NOVEMBER 22, 2016  
PAGE 4**

The contract time is 45 working days. Work is expected to be accomplished during December 2016 and January 2017.

**ALTERNATIVES:**

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

1. Approve recommendations as proposed;
2. Do not approve recommendations and request further information;
3. Modify recommendations and approve; or
4. Provide direction to staff.

**ADVANTAGES:**

Repair and lining of this corrugated metal drain pipe will reduce the potential for further erosion and minimize potential damage to the building and building concrete slab above the drainage pipe. Failure to address the repairs of this failed section of storm drain pipe may result in damage to private property. Additionally, the condition of the existing storm drain pipe currently allows for a semi-permanent lining repair. This pipeline repair technique is routinely used to repair and line the City's sanitary sewer system and has a lifetime of approximately eighty (80) years.

**DISADVANTAGES:**

Funds used to make the recommended repairs will be diverted from other budgeted projects. Also, the proposed repairs, although semi-permanent, will not prevent the metal drain pipe from being recommended for abandonment in the future as the current drainage facility is under-sized and routed under a building.

**ENVIRONMENTAL REVIEW:**

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301(b) for the repair of existing utilities.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Bid Opening Log Sheet
2. Notice of Exemption
3. Summary of Geotechnical Observations and Recommendations, Earth Systems Pacific, October 14, 2016



**CITY OF ARROYO GRANDE  
BID OPENING LOG SHEET**

**DEADLINE: MONDAY, NOVEMBER 14, 2016 – 2:00 PM**  
**PROJECT NAME: EL CAMINO REAL STORM DRAIN REHABILITATION PROJECT**  
**PROJECT NO.: PW-2016-12**  
**ESTIMATED CONSTRUCTION COST: \$60,000**

<b><u>SUBMITTED BY:</u></b>	<b><u>TOTAL</u></b>
1. Insituform Technologies, LLC Chesterfield, MO 93005	\$57,750.00
2. Southwest Pipeline & Trenchless Corp. Torrance, CA 90502	\$59,150.00
3. Nu-Line Technologies, LLC Encinitas, CA 92024	\$59,500.00

A handwritten signature in blue ink that reads "Glenda Boner".

Glenda Boner, Administrative Secretary

C: Director of Public Works  
Capital Improvement Project Manager  
City Manager  
City Website

NOTICE OF EXEMPTION

To:  Office of Planning and Research  
 1400 Tenth Street  
 Sacramento, CA 95814

From: Lead Agency:  
 City of Arroyo Grande  
 300 East Branch Street  
 Arroyo Grande, CA 93421

OR

County Clerk of the Board of Supervisors  
 County of San Luis Obispo  
 1055 Monterey Street  
 San Luis Obispo, CA 93408

PROJECT TITLE AND NUMBER: El Camino Real Storm Drain Rehabilitation PW 2016-12	
PROJECT APPLICANT: Jill McPeck, Capital Improvement Project Manager 300 E. Branch Street, Arroyo Grande, CA 93420	TELEPHONE NUMBER/EMAIL: (805) 473-5444 jmcpeek@arroyogrande.org
PROJECT LOCATION: 1107 El Camino Real, Arroyo Grande, CA 93420	
PROJECT DESCRIPTION: Lining of approximately 350 linear feet of corrugated metal storm drain pipe by the installation of a resin-impregnated flexible tube.	
LEAD AGENCY CONTACT PERSON: Matthew Downing, AICP, Planning Manager	TELEPHONE NUMBER/EMAIL: (805) 473-5420 mdowning@arroyogrande.org
STATE CLEARINGHOUSE NUMBER (if applicable): N/A	

This is to advise that the City of Arroyo Grande has made the following determination on the above-described project:

- MINISTERIAL (Section 15208)
- EMERGENCY (Section 15269)
- CATEGORICAL EXEMPTION PER CEQA GUIDELINES - Section 15301(b) of the CEQA Guidelines determines that repair of existing utilities are exempt from CEQA review.

SIGNATURE: 	DATE RECEIVED FOR FILING:
TITLE: PLANNING MANAGER DATE: 11/16/2016	NO RECORDING FEE - PUBLIC AGENCY GC 6103



October 14, 2016

FILE NO: SL-17914-SA

Mr. J. J. Reichmuth  
Michael K. Nunley & Associates  
P.O. Box 1604  
Arroyo Grande, CA 93421

PROJECT: CITY OF ARROYO GRANDE 2016-002  
EL CAMINO REAL STORM DRAIN – VOID BENEATH BUILDING  
ARROYO GRANDE, CALIFORNIA

SUBJECT: Summary of Geotechnical Observations and Recommendations

Dear Mr. Reichmuth:

This letter has been prepared to document our geotechnical observations and recommendations regarding a void between a storm drain line extending south from El Camino Real and adjacent to a commercial building located in Arroyo Grande, California. We understand that the tenants of the building noticed a hole in a planter along the northern portion of the building, adjacent to the entry door within the last few months. Upon investigation by City staff, it was determined that a storm drain line runs from Highway 101 and El Camino Real to a junction box adjacent to the entrance. From the junction box, the storm drain runs south under the building. It is believed the storm drain line connects with a storm drain inlet approximately 200 feet south of the building. From there, the storm drain runs southeast toward Brisco Road. The hole in the planter, the building entrance, and the junction box is shown in the picture to the right.



**Storm Drain Junction Box, Entrance, and Start of Void**

We performed a site visit on September 30, 2016, and entered the junction box to perform a visual assesment of the strom



drain in this area. The storm drain north of the junction box is a concrete pipe; south of the junction box it is corrugated metal. The diameter of the pipe extending south decreases at this junction.

Visually, the concrete portion of the storm drain pipe north of the junction box is in relatively good condition, as can be seen in the picture to the right; however, the corrugated metal pipe south of the junction is severely deteriorated. The invert of the pipe observed is nearly completely missing for the first few feet and has soil exposed. While the condition of the entire length of the pipe was not assessed, the invert of the portion of the pipe that is visible from the junction box is corroded and/or missing, although the corrosion appears to decrease with distance from the junction box.

We also looked into the void, which starts at the hole in the planter. The void was estimated to be 12 to 18 inches wide and deep, and extend beneath the building approximately 6 feet. We then poured water into the void to observe where the water would flow, and if it would drain to the pipe. The water began flowing into the pipe approximately 2 feet south of the junction box from the east side of the pipe and then also approximately 3 feet further south. While the invert of the pipe is partially missing between these two locations, water was not observed flowing into this area. The corrugated metal pipe and the first location where water flowed into the pipe can be seen in the picture to the right.



Concrete Storm Drain Section North of the Junction Box



Corrugated Metal Storm Drain South of the Junction Box



While it is unclear how the void was created, water flow through the corroded metal pipe has eroded some of the soil below the pipe invert and likely some of the backfill on the east side of the pipe as well. Irrigation from the planter area or surface water which found its way into the planter may have found its way into this softer zone around the side of the pipe which then flowed down the storm drain line. Once a flow path like this has been established, soil particles are carried away with the water. The extent of which the void was created by the erosion around the pipe from storm water flow or from surface flow cannot be determined; however, the flow path should be eliminated to the extent practicable to reduce the potential for the void to increase. Backfilling the void will also reduce the potential for undermining the support of the adjacent building.

In order to both backfill the void and eliminate the existing flow path for surface water to find its way into the storm drain pipe, we recommend filling the void with 2-sack sand/cement slurry. The slurry should be placed from the top of the void in the planter, be placed with a slump greater than 5 inches, and be consolidated with concrete vibrator. It is common for sand/cement slurry to have a very high water/cement ratio and the high water content can create a potential for significant shrinkage of the slurry mass as the water flows out of the mix. The consolidation will help to reduce this volume loss after placement. To further reduce this potential, the slurry mix design should have a water/cement ratio should be less than 0.45; this may require inclusion of a water reducing admixture in the mix.

It is anticipated that the some of the slurry will flow into the storm drain pipe; this is acceptable and encouraged. The slurry that flows into the pipe should be finished from the junction box to help recreate the invert of the pipe until it can be lined or replaced. The slurry should be placed up to finish grade in the planter area to ensure the slurry has filled the entire void. The day following the slurry placement, the upper 6 inches of the slurry in the planter can be removed and replaced with topsoil or mulch as desired.

Once the void has been filled with the slurry, we anticipate the support for the structures foundation should similar to what it was prior to creation of the void. We do not anticipate the need for further underpinning of the structure. If in the future there is evidence of any movement or a concern arises, helical piers could be installed and connected to the existing foundation by means of a grade beam spanning between the helical piers. For preliminary estimating purposes, the helical piers should be spaced no more than 8 feet on center. Based upon our experience in the area, we anticipate the piers would be able to achieve a minimum load of 40 kips of compression with an installation depth of 20 feet. This should be verified by the contractor at the time of installation. Alternately, polymer injection grouting could be performed with a minimally invasive process. The grouting program should be developed in coordination with a specialty contractor. Cementitious grouting is not recommended due to the higher pressures required and concern for the storm drain integrity.



Our intent was to provide consultation in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the locality of this project under similar conditions at this time. No representation, warranty, or guarantee is either expressed or implied. We recommend that Earth Systems provide observation and testing services during construction associated with mitigating the damage observed. If Earth Systems Pacific is not retained to provide construction observation and testing services, it shall not be responsible for the interpretation of the information by others or any consequences arising therefrom.

We appreciate the opportunity to have provided professional services for this project and look forward to working with you again in the future. If there are any questions concerning this letter, please do not hesitate to contact the undersigned.

Sincerely,

Earth Systems Pacific

A handwritten signature in blue ink, appearing to read 'Robert Down', written over a circular blue professional engineer seal.

Robert Down, PE  
Senior Engineer

Doc. No.: 1610-059.LTR/sr





## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS**

**BY: RON SIMPSON, PUBLIC WORKS SUPERVISOR**

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO CENTRAL COAST EARTHSCAPES, INC. FOR LANDSCAPE MAINTENANCE FOR PROPERTY LOCATED WITHIN THE PARKSIDE VILLAGE AND GRACE LANE ASSESSMENT DISTRICTS**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council:

1. Award a contract to Central Coast Earthscapes, Inc. for Landscape Maintenance of areas within the Parkside Village and Grace Lane Assessment Districts; and
2. Authorize the Mayor to execute the contract.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The Parkside Village Assessment District has a fund balance of \$410,000. Approximately \$42,000 is collected annually for maintenance of the park, landscaped areas and detention basin. The annual cost of the recommended contract to maintain these areas is \$18,072. Grace Lane Assessment District has a fund balance of \$64,000. Approximately \$10,400 is collected annually for maintenance of the Grace Lane Common area and for trail maintenance. The annual cost for bi-monthly landscape maintenance services at that site is \$3,016.20.

### **BACKGROUND:**

The City of Arroyo Grande provides landscape maintenance for four assessment districts, including Parkside Village (Tract 2310), Grace Lane (Tract 2236), Parkview Estates (Tract 1769) and Oak Park Villas/Foremaster (Tract 1158). Landscape maintenance for two of these assessment districts has been provided by contract landscape maintenance companies. The use of contract maintenance allows for better cost tracking and for more efficient use of City staff time.

In 2007, the City accepted maintenance responsibilities for Parkside Village Assessment District. Funds are collected to maintain the landscaping, park, detention basin, block walls, pathways, fencing and French drain. In 2010, the City accepted maintenance responsibilities for the Grace Lane Assessment District. Funds are collected for fuel management, some road maintenance and maintenance of the trails, slopes and storm drains.

**CITY COUNCIL  
CONSIDERATION OF AWARD OF CONTRACT FOR LANDSCAPE MAINTENANCE,  
PARKSIDE VILLAGE AND GRACE LANE ASSESSMENT DISTRICTS  
NOVEMBER 22, 2016  
PAGE 2**

Parkside Village area is being recommended for weekly contractual maintenance to include the park, landscaped areas at the entrances to the development and the detention basin. Work will include mowing and edging the park, planter and parkway maintenance at the entrances and adjacent to the detention basin. Areas of Grace Lane being recommended for bi-monthly contractual maintenance include the landscaped area at the entrance to lots 16-19 and the decomposed granite pathway along Grace Lane. Gopher and mole control at both sites will also be the responsibility of the contractor.

**ANALYSIS OF ISSUES:**

On September 12, 2016, staff distributed a notice to bidders to local landscape companies for the maintenance of the aforementioned locations. By the October 11, 2016 deadline, three bids were received. The bid summary is attached (Attachment 1). Parkside Village and Grace Lane Assessment Districts are being recommended for contract maintenance because they provide adequate funding to cover all of the associated maintenance costs. The Grace Lane Assessment maintenance price shown on the bid summary represents a weekly service. It has been shown that this area can be properly maintained with bi-weekly service. The annual cost shown above represents the bi-weekly price.

Parkview estates and the Oak Park Villas are not being recommended for contract maintenance because the amount of annual funds collected in these two assessment districts is insufficient to cover the proposed costs.

Three proposals were received by the posted deadline. The contractor with the lowest proposal was Allweather Landscape Maintenance, Inc. However, their proposal contained some mistakes which they were unable to honor. A copy of the communication from Allweather Landscape Maintenance, Inc. withdrawing their bid is attached. (Attachment 2) Central Coast Earthscapes, Inc. provided the second lowest prices and met all the bid requirements. Central Coast Earthscapes, Inc. is also the current contractor maintaining these two locations.

**ALTERNATIVES:**

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

1. Award the contract to Central Coast Earthscapes, Inc.;
2. Do not award the contract to Central Coast Earthscapes, Inc.;
3. Modify as appropriate and award the contract;
4. Direct staff to request new bids; or
5. Provide direction to staff.

**ADVANTAGES:**

Awarding the contract for maintenance of the Parkside Village and Grace Lane Assessment Districts should improve the appearance of those locations, will continue to

**CITY COUNCIL  
CONSIDERATION OF AWARD OF CONTRACT FOR LANDSCAPE MAINTENANCE,  
PARKSIDE VILLAGE AND GRACE LANE ASSESSMENT DISTRICTS  
NOVEMBER 22, 2016  
PAGE 3**

free up more time for in house staff to focus on other areas of the City, and will continue to facilitate the accounting for expenditures of assessment district funds.

**DISADVANTAGES:**

There are no recognized disadvantages to the proposed action.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front at City Hall and on the City's website in accordance with Government Code Section 54954.2

Attachments:

1. Bid Summary
2. Bid Withdrawal- Allweather Landscape Maintenance, Inc.

## **AGREEMENT FOR CONTRACTOR SERVICES**

THIS AGREEMENT, is made and effective as of November 22 2016, between **CENTRAL COAST EARTHSCAPES, INC.** ("Contractor"), 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 January 1, 2017 and shall remain and continue in effect until December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the sole option to extend this Agreement for two (2) one (1) year options. If the City elects to exercise an option, it shall give written notice not later than three (3) months prior to the initial termination date, or, if an extension has been exercised, three (3) months prior to the extended termination date. The terms and conditions of this Agreement shall be applicable during said extension option unless the parties mutually agree in writing upon any changes.

### **2. SERVICES**

Contractor 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**

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

### **4. AGREEMENT ADMINISTRATION**

City's Public Works Supervisor, Ron Simpson, shall represent City in all matters pertaining to the administration of this Agreement. Suzanne Morrison, President, shall represent Contractor in all matters pertaining to the administration of this Agreement.

### **5. PAYMENT**

The City agrees to pay the Contractor 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor 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 Contractor's business; or
- (c) Assignment of this Agreement by Contractor without the consent of City.
- (d) End of the Agreement term specified in Section 1.

**8. DEFAULT OF CONTRACTOR**

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

(b) If the City Manager or his/her delegate determines that the Contractor 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 Contractor a written notice of the default. The Contractor 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 Contractor 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.** Contractor 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 Contractor 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 Contractor'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 Contractor to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor'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 Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or subContractors (or any entity or individual that Contractor 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, Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subContractors of Contractor.

(c) General Indemnification Provisions. Contractor 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 Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor 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 Contractor and shall survive the termination of this agreement or this section.

## 12. INSURANCE

Contractor 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 CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the



19. **GOVERNING LAW**

The City and Contractor 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 Contractor agree that time is of the essence in this Agreement.

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

Contractor 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 Contractor, 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 Contractor'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 Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor 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**

**CONTRACTOR**

By: \_\_\_\_\_  
Jim Hill, Mayor

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

Attest:

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Kelly Wetmore, City Clerk

Approved As To Form:

\_\_\_\_\_  
Heather Whitham, City Attorney

## **EXHIBIT A**

### **Scope of Work**

# **TECHNICAL SPECIFICATIONS FOR Landscape Maintenance Services**

## **SECTION 01 - GENERAL**

- 1.1 All other portions of this specification notwithstanding, it is the intent of these specifications to provide a high level of maintenance that will present a first-class, landscape industry standard appearance at all times. The contractor is to maintain all areas as specified in these documents, including but not limited to all public areas, to that standard. The City of Arroyo Grande shall be the sole judge as to the adequacy of the maintenance work and/or appearance of the sites.
- 1.2 It is expected that the City will enter into a one-year contract with the successful contractor with the option of two (2) one-year extensions. All work as designated is to be completed at a seasonal frequency as determined by the City of Arroyo Grande. These schedules will be distributed and discussed twice per year. The Contractor is responsible to submit a written monthly schedule of maintenance specifying the anticipated dates for performing the various maintenance tasks. Any notice of non-performance will be provided to the contractor in writing with a requirement to repair/correct within twenty-four (24) hours. Non response shall be considered as a violation of contract requirements and grounds for dismissal.

## **SECTION 02 – LITTER CONTROL**

- 2.1 Litter is to be picked up as encountered during scheduled visits to each designated area. Particular care must be given to the removal of fecal matter from highly traveled and highly visible areas.
- 2.2 Contractor is responsible for trash removal from garbage cans as specified on the Project Area Map. Cans are to be dumped per the distributed seasonal frequency schedule.
- 2.3 The contractor shall remove all debris from the work site at the end of each work day. Disposal is at the expense of the contractor.

## **SECTION 03 - WALKWAYS/DECORATIVE PAVERS HARDSCAPE**

- 3.1 Walkways and median hardscape and decorative road pavers will be cleaned per the seasonal frequency schedule. All foreign objects, trash and weeds are to be removed from surfaces. Trash, clippings and foreign objects will be removed from the site.
- 3.2 A blow pack may be used to clean walkways and median hardscape between 8:00 a.m. and 4:00 p.m., Monday through Friday only. All litter gathered by a blow pack must be picked up

and removed from the site. Courtesy and consideration of citizens and businesses shall be used whenever a blow pack is used to lessen noise and dust problems.

- 3.3 Washing of walkways and median hardscape is not permitted unless prior authorization is issued by the City of Arroyo Grande.
- 3.4 Walkways and median hardscape shall be kept clear of all shrubs and ground cover. The contractor will prune as necessary to maintain safety.

#### **SECTION 04- IRRIGATION**

- 4.1 All irrigation schedules shall comply with City watering restrictions, if any. It is incumbent upon the contractor to determine if restrictions exist and work with the City of Arroyo Grande to determine the best allocation of water.
- 4.2 Irrigation shall be programmed by the contractor as required to maintain proper plant growth in all areas. This includes, but is not limited to, manual watering by hose bibs, quick couplers and/or drip systems, in conjunction with or in the absence of automatic irrigation systems. Water must not only ensure plant health, but limit inconvenience to citizens using the areas. Automatic irrigation must normally take place during night or early morning hours. Any water run-off or overflow onto roadways, sidewalks and hardscape must be kept to an absolute minimum to avoid pedestrian and/or vehicular liability. The contractor will submit for approval a proposed irrigation schedule for all areas on a quarterly basis (January, April, July & October).
- 4.3 The contractor is responsible for the maintenance and/or replacement of all irrigation systems and their component parts. This includes, but is not limited to, valve boxes and lids, gate valves, quick couplers, mainlines and laterals, all fittings and riser assemblies, hose bibs, sprinkler heads and emitters, wiring, backflow devices, remote control valves, irrigation controllers and enclosures. Maintenance and/or replacement of these items will be done on a time and material basis with prior notification and approval of the City of Arroyo Grande. The contract must provide an hourly rate for both an irrigation specialist and an irrigation laborer that will remain in effect for the length of the contract. A contact person and phone number must also be supplied for 24-hour emergency repairs.
- 4.4 Automatic controllers will be programmed for seasonal water requirements. Each automatic system will be checked at least once a week for proper operation. The contractor shall notify the City, as noted above, of any repairs required to sprinkler control clocks. The contractor is responsible for manual irrigation while the sprinkler control clock is being repaired. The City of Arroyo Grande will authorize and/or repair/replace all malfunctioning sprinkler control clocks.
- 4.5 Where automatic sprinkler systems do not exist, the contractor is responsible for watering all plant material as discussed in paragraph 4.1 and 4.2 of these specifications. The contractor shall supply all hoses, nozzles and sprinklers as necessary. Watering shall be performed such that it encourages healthy growth. Any loss of plant material due to contractor neglect of the provisions of this section is the responsibility of the contractor to replace.

## **SECTION 05 - PEST CONTROL**

- 5.1 The contractor is responsible for the control and elimination of weeds, insects, rodents and diseases affecting all vegetation using material and methods that are non-injurious to the plants as well as citizens and pets. A pesticide application program may be used by the contractor for this purpose. The contractor shall possess all appropriate permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Any pesticide used shall be on the State of California Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the San Luis Obispo County Agricultural Commissioner. In addition, all pesticides used must have the approval of the City of Arroyo Grande three (3) days prior to the application. Herbicides to be used are Roundup Pro for post emergent control and Surflan or Pendulum Aqua Cap for pre-emergent control. Any substitution must have prior City approval.
- 5.2 Traps for rodent control will be permitted only with the express written approval of the City of Arroyo Grande for location and type of traps. Traps will not be permitted in any areas where children could be expected to play.

## **SECTION 06 – TRAIL MAINTENANCE**

- 6.1 The trail will be inspected on a weekly basis, to ensure it is in safe condition. Inspections will include checking the condition of trail surface, for erosion and drainage problems in the trail corridor, for required clearances (vegetation encroachment or fallen trees), and for condition and proper function of trail furnishings and amenities including signs, gates, bollards, fencing, benches, etc. Inspections after storm events are recommended to check for erosion, drainage problems and fallen trees or debris blocking the trail surface. The removal of invasive species from much of the trail will assist in the restoration of native habitats, the diversifying of plant species present along the trail, and the improvement of the health, vigor and longevity of existing vegetation.
- 6.2 Inspect surface on a regular basis, particularly after heavy rains. Maintain original trail width by eradicating encroaching grass, weeds or seedling vegetation. Contact the City of Arroyo Grande to determine best means for eliminating encroaching vegetation (chemical, physical removal, etc.). Repair surface erosion as soon as possible after it occurs to minimize damage and maintain the trail in best condition. Coordinate repairs to minimize conflicts with existing trail users.
- 6.3 The grass shoulder adjacent to the trail shall be kept to a maximum height of 4" throughout the growing season. In highly visible or landscaped areas such as trailheads, the lawn should be kept to a maximum height of 2".
- 6.4 Graffiti and damage from vandalism shall be repaired as quickly as possible after it is discovered to demonstrate the community's commitment to maintaining a high quality trail environment. This demonstrates to trail users that the trail is a valued public space and to vandals this type of behavior will not be tolerated.
- 6.5 Erosion of the trail surface, shoulders, base and sub-base courses can create hazardous conditions for trail users and compromise the structural integrity of the trail. Erosion

damage should be reported to authorities and repaired as soon as possible.

- 6.6 Signs are critical to the safe and convenient functioning of the trail and must be kept graffiti free and free of obstructions, such as vegetation.
- 6.7 Site furnishings and signs are typically constructed of wood or metal. They should be inspected weekly to check for graffiti, splintering, chipped paint or general deterioration or damage. They should operate as designed and be reported to the City of Arroyo Grande for repair if damage is identified. (The Contractor is not responsible for cost to repair damaged trail site furnishings, but is responsible to notify the City of Arroyo Grande on the same day that the damage is discovered.)
- 6.8 A weekly schedule of litter and trash pickup shall be developed to keep the trail clean. Trail users should be encouraged through appropriate signage to clean up after themselves and to pick up litter they find as they use the trail. Dog litter shall be removed weekly

## **SECTION 07 – SIDEWALK PARKWAYS/ MEDIAN STRIP MAINTENANCE**

- 7.1 Edging and pruning is to be done per the seasonal frequency schedule. Plant growth shall not encroach onto sidewalk, roadway or other hardscape, along fences and walls. Chemical application is not an acceptable method for ground cover edging.
- 7.2 All ground cover shall be maintained in a weed free condition.
- 7.3 Ground cover fertilizer shall be a complete slow release fertilizer equal to a ratio of 15-15,15 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, needs prior approval.
- 7.4 All ground cover is to be fertilized per the seasonal task frequency schedule. Fertilizer must be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Following application at each site, the fertilizer must be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande must be notified five (5) days prior to fertilizer application. Contractor shall provide written documentation of the quantity of fertilizer applied at each area needing fertilization immediately after application.
- 7.5 Where specified by the City of Arroyo Grande, the contractor will be responsible for the installation and maintenance of annual color. Installation shall include removal of old plant material, soil preparation and planting of new material. Planting is noted on the seasonal task frequency schedule. Plant material is to be in 4" pots plants 8" on center with type to be approved by the City of Arroyo Grande prior to planting. When delivered, annual color must be budding or will be rejected. Typical installation occurs quarterly.
- 7.6 Groundcover that has died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization or watering practices shall be replaced at the sole expense of the contractor.

7.7 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.

7.8 All green waste is to be disposed at the sole expense of the contractor

## **SECTION 08 – IRRIGATED LANDSCAPE BED MAINTENANCE**

8.1 All plants and shrubbery shall be pruned to encourage healthy growth habits for shape and appearance according to accepted industry standard. Pruning shall be done according to the natural growth of each individual species of plant to maintain viability by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub may result. Shrubby adjacent to walkways and roadways must be kept pruned, avoiding safety hazards in traveled areas.

8.2 Irrigated landscape beds shall be maintained in a weed free condition. Weed control may be performed by hand or by the use of selected herbicides upon prior approval of the City of Arroyo Grande. Shrub beds shall be raked free of all debris, weeds and leaves and maintained in a neat condition during each work session.

8.3 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.

8.4 Shrubs and shrub beds shall be fertilized per the seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be acceptable. Following application at each site, the fertilizer shall be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande shall be notified five (5) days prior to the date of application of fertilizer.

8.5 Shrub fertilizer shall be a complete slow release fertilizer equal to a ratio of 25-5-5 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, need prior approval. Contractor must provide written documentation of quantity of fertilizer applied to each area immediately after application.

8.6 Shrubs that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.

8.7 All fence lines, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

8.8 All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 09 - TREE BED/ WALK-ON BARK AREA MAINTENANCE**

- 9.1 All ground cover shall be maintained in a weed free condition..
- 9.2 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Walk-on bark or approved equal.
- 9.4 The contractor is responsible to notify the City regarding trees that have died in this area.
- 9.51 All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 10 - TREE MAINTENANCE**

- 10.1 All tree pruning activities shall be performed only by trained, experienced personnel. Supervision shall be by a Western Chapter International Society of Arboriculture Certified Arborist complying with WCISA Pruning Standards or ANSI 300 specifications.
- 10.2 All trees shall be pruned to provide pedestrian and vehicular clearance in accordance with Section 7.1. All tree wells are to be kept clear of trash, suckers and weeds. No structural changes are to be made. The need for any additional pruning is to be reported to the City of Arroyo Grande for consideration and prior approval.
- 10.3 The contractor shall assure that all trees are supported sufficiently. This includes, but is not limited to minor repairs consisting of replacing or repairing ties, refastening boards and, braces and removal of nursery stakes. All staking and ties shall be done in a way to avoid tripping hazards. Tree stakes or ties shall be removed promptly once their function has been completed. Guidelines for staking shall be those stated in the University of California Extension Publication No. 2576
- 10.4 Trees that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.
- 10.5 All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 11 – TURF MAINTENANCE**

- 11.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.
- 11.2 Turf shall be mowed with a reel type mower equipped with rollers or a rotary type mower. All equipment shall be adjusted to the proper cutting height and shall be adequately sharpened.
- 11.3 Mowing height shall be three inches (3”) for all turf areas. Mowing height may vary for special events and conditions as determined by the City of Arroyo Grande. Any and all litter and trash must be removed before the mowing operation. Walkways shall be cleaned immediately following each mowing operation.

- 11.4 All turf areas will be mowed per the seasonal task frequency schedule. This is generally split into the warm season- April through October, and the cool season- November through March. Mowing will be scheduled Monday through Friday.
- 11.5 All turf edges, including but not limited to sidewalks, driveways, curbs, shrub beds, ground cover beds, tree basins and open space areas shall be edged to a neat and uniform line; all grass invasion must be eliminated. All turf edges shall be trimmed and limited around sprinklers, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 11.6 Weed-eater type string trimmers may be used for edging. Use of string type trimmers requires caution near trees and plants. The Contractor is responsible for replacement of any damaged trees and plants.

When a power edger with a rigid blade is used, the edging of turf shall be completed as one operation in a manner that avoids damage to concrete sidewalks and borders and results in a well-defined, V-shaped edge that extends into the soil.

Chemical application for edging may be used in and around areas such as planter, areas adjacent to building, trees, fence lines, sprinkler heads, etc. Prior to application of any chemical, all areas shall be trimmed to the property height. Approval is required from the City of Arroyo Grande prior to application of chemicals for edging.

All turf shall be fertilized per seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original un-opened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged will not be accepted. The City of Arroyo Grande is to be notified five (5) days prior to the date of fertilizer application. Turf fertilizer shall be a complete fertilizer, evenly broadcast at the minimum rate of one (1) pound actual available nitrogen per one-thousand (1,000) square feet of turf area, per application. Applications shall be as follows; 16-8-8 applied in May; 22-3-9 (slow release) applied in January. Contractor shall provide written documentation of the quantity of fertilizer applied to each area immediately after application.

Turf areas shall be aerated per the seasonal task frequency schedule.

Turf areas shall be maintained in a weed free condition. The contractor shall apply selective herbicides per the seasonal task frequency schedule to maintain a weed free condition. Additional measure to keep turf weed free shall be performed by hand or through the use of City selected herbicides as necessary.

Turf that has died due to lack of proper maintenance, as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, mowing or turf management shall be replaced at the sole expense of the contractor.

All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 12 - WEED CONTROL - MICELLANEOUS OPEN SPACE AREAS/DETENTION BASINS**

- 12.1 Designated open space, non-irrigated areas and detention basins are to be mowed or weed-whipped seasonally (approximately three to four times per year) as coordinated with City of Arroyo Grande Public Works staff.
- 12.2 All noxious weeds are to be removed and discarded.
- 12.3 All fence lines, light standard bases, tree wells, sidewalks, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

## **SECTION 13 - INSPECTIONS**

- 13.1 Inspection by the City of Arroyo Grande's designated representative of the areas covered by the contract documents and these specifications shall be made bi-monthly or as determined necessary by the City.
- 13.2 If the City's inspector identifies deficiencies and/or items that need repair, written notification will be given to the contractor. Upon notification, the contractor will make corrections/repairs within twenty four (24) hours. If repairs and or deficiencies are not corrected within twenty-four (24) hours from the date of written notification, the City may make repairs or corrections and deduct the cost from amounts otherwise due to Contractor. Contractor's failure to respond to a notice to repair or correct within twenty four hours may be grounds for City to issue a Notice of Default.

## **SECTION 14 – WORKER SAFETY & TRAFFIC CONTROL**

- 14.1 All workers performing work in center medians will be required to wear reflectorized clothing or vests. The contractor will also be required to submit a traffic control plan to the City of Arroyo Grande in advance when closing lanes for work in center medians. All traffic control measures are to comply with the most recent American Public Works Association Work Area Traffic Control Handbook.

## **SECTION 15 - EXTRA WORK**

- 15.1 All work performed that is not contained in these Technical Specifications will be done on a time and material basis with prior request and approval of the City of Arroyo Grande. Time and material rates will be bid and determined prior to authorization of Extra Work. In some cases, while the unit rate has been established, an estimate will still be necessary to determine the scope. The City of Arroyo Grande will make the final determination when work is considered outside the scope of these specifications.

## **SECTION 16 - PAYMENT**

- 16.1 The contractor will bill the City of Arroyo Grande on a unit price basis, determined by the seasonal task frequency schedule, awarded units and confirmed work. The contractor may not charge more than the awarded unit without prior approval from the City of Arroyo Grande. Invoices submitted to the City of Arroyo Grande will be on a monthly basis. Confirmation of billing quantities by the City of Arroyo Grande is required prior to submission for payment.

- 16.2 Compensation provided to the contractor for each unit of work represents all labor, materials, tools, equipment and incidentals necessary to complete and perform all work as set forth in these specifications.
- 16.3 The City of Arroyo Grande reserves the right to adjust task frequency and/or delete any or all portions of work at any time as deemed necessary or advisable.

EXHIBIT B

PAYMENT SCHEDULE

## QUOTATION FORM

### LANDSCAPE MAINTENANCE AREA #1: PARKSIDE ASSESSMENT DISTRICT

#### Location: Parkside Assessment District Boundary

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

**BUSINESS NAME:** Central Coast Earthscapes

**DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine monthly cost.

Section/Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 1 Cans ea.	\$7.00	X 4.3	\$30.10
03- Walkways/ Hardscapes/ Weed and Litter	13390 sf.	\$45.00	X 4.3	\$193.50
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	___ lf.	\$ _____	X 2	\$ _____ NA _____
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	1272 sf.	\$17.81	X 4.3	\$76.58
07- Sidewalk Parkways/ Median Strips- Prune	1272 sf.	\$43.25	X 1	\$43.25
07- Sidewalk Parkways/ Median Strips Fertilize	1272 sf.	\$43.25	2 X Yearly (.167)	\$7.22
07- Sidewalk Parkways/ Median Strips Mulch Application	1272 sf.	\$470.64	1X Yearly (.083)	\$39.06
08- Irrigated Landscape areas/ Edge & Weed Control	5888 sf.	\$80.00	X 4.3	\$344.00
08- Irrigated Landscape areas/ Prune	5888 sf.	\$200.00	X 1	\$200.00
08- Irrigated Landscape areas/ Fertilize	5888 sf.	\$200.00	2 X Yearly (.167)	\$33.40
08- Irrigated Landscape beds/ Mulch Application	4304 sf.	\$1592.00	1 X Yearly (.083)	\$132.14
09- Tree Bed/ Walk-on Bark area- Mulch Application	2000 sf.	\$740.00	1 X Yearly (.083)	\$61.42
09- Tree Bed/ Walk-on Bark area- Weed Control	2000 sf.	\$34.00	X 1	\$34.00
10- Trees Maintenance	13 ea.	\$130.00	2 X Yearly (.167)	\$21.71
11- Turf Maintenance/ Mowing & edge	2949 sf.	\$40.00	X 4.3	\$172.00
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	2949 sf.	\$225.00	2 X Yearly (.167)	\$37.57
12- Weed Control/Non-irrigated Open Space Areas	0.5 acre	\$320.00	3 X Yearly (.25)	\$80.00

\* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

**Total Monthly Cost - All Items: \$1505.95**  
(Carry amount over to the Summary Bid Form A)

## QUOTATION FORM

### LANDSCAPE MAINTENANCE AREA #2: GRACE LANE ASSESSMENT DISTRICT

**Location: Grace Lane Assessment District Boundary**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

**BUSINESS NAME: Central Cost Earthscapes**

**DATE: 10/10/2016**

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ Cans ea.	\$ _____	X 4.3	\$ <u>NA</u>
03- Walkways/ Hardscapes/ Weed and Litter	22970 sf.	\$31.24	X 2	\$62.48
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	_____ lf.	\$ _____	X 2	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	_____ sf.	\$ _____	X 4.3	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Prune	_____ sf.	\$ _____	X 1	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Fertilize	_____ sf.	\$ _____	2 X Yearly (.167)	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	_____ sf.	\$ _____	1X Yearly (.083)	\$ <u>NA</u>
08- Irrigated Landscape areas/ Edge & Weed Control	1800 sf.	\$ 25.20	X 2	\$50.40
08- Irrigated Landscape areas/ Prune	1800 sf.	\$61.20	X 1	\$61.20
08- Irrigated Landscape areas/ Fertilize	1800 sf.	\$61.20	2 X Yearly (.167)	\$10.22
08- Irrigated Landscape beds/ Mulch Application	1800 sf.	\$667.00	1 X Yearly (.083)	\$55.36
09- Tree Bed/ Walk-on Bark area- Mulch Application	_____ sf.	\$ _____	1 X Yearly (.083)	\$ <u>NA</u>
09- Tree Bed/ Walk-on Bark area- Weed Control	_____ sf.	\$ _____	X 1	\$ <u>NA</u>
10- Trees Maintenance	7 ea.	\$70.00	2 X Yearly (.167)	\$11.69
11- Turf Maintenance/ Mowing & edge	_____ sf.	\$ _____	X 4.3	\$ _____
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	_____ sf.	\$ _____	2 X Yearly (.167)	\$ _____
12- Weed Control/Non-irrigated Open Space Areas	_____ acre	\$ _____	3 X Yearly (.25)	\$ _____

\* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$ 251.35  
(Carry amount over to the Summary Bid Form A)

## EXHIBIT C

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor 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.*

*Contractor 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 Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor 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

Contractor, 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 Contractor 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. Bests rating of A- or better and a minimum financial size VII.*

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

1. Contractor 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 with an edition prior to 1992. Contractor also agrees to require all Contractors, and subContractors to do likewise.

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

3. All insurance coverage and limits provided by Contractor 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 Contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor 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 Contractor'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 Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor 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. Contractor agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Contractor 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 Contractor, 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 Contractor'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 Contractor, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor 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. Contractor 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. Contractor 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 Contractor'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 Contractor under this agreement. Contractor 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.

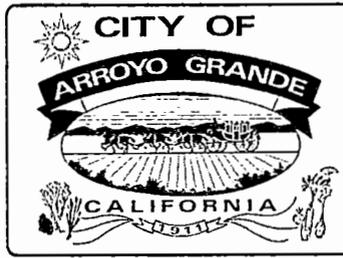
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor 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 Contractor 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. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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.

EXHIBIT D

CITY'S REQUEST FOR PROPOSAL



**CITY OF ARROYO GRANDE**  
DEPARTMENT OF PUBLIC WORKS  
1375 Ash Street, Arroyo Grande CA 93420  
Telephone: (805) 473-5460 \* Fax: (805) 473-5462

**NOTICE TO BIDDERS  
REQUEST FOR PROPOSAL**

DATE: SEPTEMBER 12, 2016

SUBJECT: **Assessment District Landscape Maintenance Services**

The City of Arroyo Grande is requesting proposals from established landscape maintenance companies for the routine maintenance of the landscaping and portions of the exterior grounds of (4) maintenance assessment districts. Maintenance responsibilities will include but not limited to: irrigated landscaped areas, landscaped medians, hard-scapes and street trees. The areas are to be maintained according to the attached landscaping technical specifications. The successful Contractor will be responsible for providing all necessary equipment, manpower and supplies to perform the landscape maintenance work as required in the Technical Specifications. It will be expected that the successful Contractor maintain high standards for quality of work on this project. A City of Arroyo Grande Public Works employee will be assigned to monitor the successful Contractor in order to ensure strict compliance with the technical specifications.

**BID INFORMATION AND REQUIREMENTS**

- **ALL BIDS MUST BE SUBMITTED ON THE FOUR ATTACHED QUOTATION FORMS IN A SEALED ENVELOPE MARKED: ASSESSMENT DISTRICT LANDSCAPE MAINTENANCE SERVICES. FAXED QUOTES WILL NOT BE ACCEPTED.**
- **BIDS MUST BE RECEIVED ON OR BEFORE THE BID DUE DATE AND TIME AT City of Arroyo Grande Public Works Office, 1375 Ash Street, Arroyo Grande, CA 93420**
- **CONTRACTOR MUST POSSESS THE APPROPRIATE LICENSES, AN ARROYO GRANDE BUSINESS LICENSE AND PROVIDE PROOF OF INSURANCE AT THE TIME OF AWARD OF CONTRACT.**
- **A NON-MANDATORY PRE-BID JOB WALK IS SCHEDULED FOR WEDNESDAY SEPTEMBER 28, 2016 AT 2:00 P.M. MEET AT THE ARROYO GRANDE CORPORATION YARD, AT 1375 ASH STREET.**
- **THIS PROJECT IS TO BE BID AT PREVAILING WAGE RATES.**

CITY OF ARROYO GRANDE

DUE DATE: **OCTOBER 11, 2016**      **3:00 p.m.** FAXED QUOTES NOT ACCEPTED.

PROJECT: **Assessment District Landscape Maintenance Services**

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required as specifically set forth in documents entitled: **Assessment District Landscape Maintenance Services**

It is also understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, including the Quotation Form, Technical Specifications, Maps and Sample Agreement.
2. The undersigned has, by examination of the various work sites, satisfied itself as to the nature and location of the Work and has fully informed itself as to all conditions and matters which can, in any way, affect the Work or the cost thereof.
3. The undersigned fully understands the Technical Specifications and has checked carefully all words and figures inserted in its Quotation and further understands that the City will in no way be responsible for any errors or omissions in the preparation of the Quotation.
4. The undersigned hereby certifies that this Quotation is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.
5. In conformance with the current statutory requirements of Section 1860 et. seq. of the Labor Code of the State of California, the undersigned confirms the following as his or her certification:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this Contract."

6. The undersigned will execute the Agreement without modification and furnish proof of the specified insurance coverage at the time of Award of Contract.
7. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors. The undersigned hereby certifies that they possess, at the time of bid, a State of California License. The undersigned further agrees that they will maintain current throughout the term of this contract this Class C-27 License.
8. The undersigned are hereby notified that, pursuant to Section 1770, et. seq. of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed for each craft or type of worker or mechanic needed to execute the Contract which will be awarded to the successful Bidder. An up-to-date rate schedule can be obtained by contacting the Department of Industrial Relations, Division of Labor Statistics and Research, 455 Golden Gate Avenue, 5th Floor, Room 5184, San Francisco, CA 94102.
9. The undersigned understands that City of Arroyo Grande is required to verify the successful contractors City Business License before awarding the project. Failure of Contractor to be properly licensed upon submission of a quotation may cause the quote to be rejected.
10. The undersigned shall be responsible to call the City of Arroyo Grande Public Works Office at 805-473-5485, 72 hours prior to the bid opening date to confirm the receipt of any Addendum related to this Request for Quotations.
11. Mark the sealed envelope:  
"Assessment District Landscape Maintenance Services"  
 \*- Include all four (4) bid forms

**Return to: City of Arroyo Grande, Public Works Office,  
1375 Ash Street, Arroyo Grande, CA 93420**

For questions regarding the technical specifications, please call Ron Simpson, Public Works Supervisor at (805) 473-5488

BY: \_\_\_\_\_  
 Kelly Wetmore, City Clerk

DATE: \_\_\_\_\_

**QUOTATION SUMMARY FORM A- TOTAL BID AMOUNT AND BIDDER INFORMATION**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

**Assessment District Landscape Maintenance Services**

**BIDDER INFORMATION AND BUSINESS LICENSE VERIFICATION**

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Arroyo Grande Business License Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

**County AG spray License Number:** \_\_\_\_\_

Landscape Maintenance Areas Total Monthly Bid Amount

Total monthly amount from Bid Form #1- Parkside Park	\$
Total monthly amount from Bid Form #2- Grace Lane	\$
Total monthly amount from Bid Form #3- Park View	\$
Total monthly amount from Bid Form #4- Foremaster	
<b>TOTAL MONLTY BID AMOUNT*</b> (For Low Bid Determination)	<b>\$</b>

**HOURLY LANDSCAPE INSTALLATION RATE FOR ADDITIONAL WORK:** \$ \_\_\_\_\_ / HR.  
 (This hourly rate applies to extra work only and is not be considered in total bid amount)

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

**BIDS DUE: OCTOBER 11, 2016 3:00 p.m. FAXED QUOTES NOT ACCEPTED**

**EXHIBIT A**  
**Scope of Work**  
**TECHNICAL SPECIFICATIONS**  
**FOR**  
**Landscape Maintenance Services**

**SECTION 01 - GENERAL**

- 1.1 All other portions of this specification notwithstanding, it is the intent of these specifications to provide a high level of maintenance that will present a first-class, landscape industry standard appearance at all times. The contractor is to maintain all areas as specified in these documents, including but not limited to all public areas, to that standard. The City of Arroyo Grande shall be the sole judge as to the adequacy of the maintenance work and/or appearance of the sites.
- 1.2 It is expected that the City will enter into a one-year contract with the successful contractor with the option of two (2) one-year extensions. All work as designated is to be completed at a seasonal frequency as determined by the City of Arroyo Grande. These schedules will be distributed and discussed twice per year. The Contractor is responsible to submit a written monthly schedule of maintenance specifying the anticipated dates for performing the various maintenance tasks. Any notice of non-performance will be provided to the contractor in writing with a requirement to repair/correct within twenty-four (24) hours. Non response shall be considered as a violation of contract requirements and grounds for dismissal.

**SECTION 02 – LITTER CONTROL**

- 2.1 Litter is to be picked up as encountered during scheduled visits to each designated area. Particular care must be given to the removal of fecal matter from highly traveled and highly visible areas.
- 2.2 Contractor is responsible for trash removal from garbage cans as specified on the Project Area Map. Cans are to be dumped per the distributed seasonal frequency schedule.
- 2.3 The contractor shall remove all debris from the work site at the end of each work day. Disposal is at the expense of the contractor.

**SECTION 03 - WALKWAYS/DECORATIVE PAVERS HARDSCAPE**

- 3.1 Walkways and median hardscape and decorative road pavers will be cleaned per the seasonal frequency schedule. All foreign objects, trash and weeds are to be removed from surfaces. Trash, clippings and foreign objects will be removed from the site.
- 3.2 A blow pack may be used to clean walkways and median hardscape between 8:00 a.m. and 4:00 p.m., Monday through Friday only. All litter gathered by a blow pack must be picked up

and removed from the site. Courtesy and consideration of citizens and businesses shall be used whenever a blow pack is used to lessen noise and dust problems.

- 3.3 Washing of walkways and median hardscape is not permitted unless prior authorization is issued by the City of Arroyo Grande.
- 3.4 Walkways and median hardscape shall be kept clear of all shrubs and ground cover. The contractor will prune as necessary to maintain safety.

#### **SECTION 04- IRRIGATION**

- 4.1 All irrigation schedules shall comply with City watering restrictions, if any. It is incumbent upon the contractor to determine if restrictions exist and work with the City of Arroyo Grande to determine the best allocation of water.
- 4.2 Irrigation shall be programmed by the contractor as required to maintain proper plant growth in all areas. This includes, but is not limited to, manual watering by hose bibs, quick couplers and/or drip systems, in conjunction with or in the absence of automatic irrigation systems. Water must not only ensure plant health, but limit inconvenience to citizens using the areas. Automatic irrigation must normally take place during night or early morning hours. Any water run-off or overflow onto roadways, sidewalks and hardscape must be kept to an absolute minimum to avoid pedestrian and/or vehicular liability. The contractor will submit for approval a proposed irrigation schedule for all areas on a quarterly basis (January, April, July & October).
- 4.3 The contractor is responsible for the maintenance and/or replacement of all irrigation systems and their component parts. This includes, but is not limited to, valve boxes and lids, gate valves, quick couplers, mainlines and laterals, all fittings and riser assemblies, hose bibs, sprinkler heads and emitters, wiring, backflow devices, remote control valves, irrigation controllers and enclosures. Maintenance and/or replacement of these items will be done on a time and material basis with prior notification and approval of the City of Arroyo Grande. The contract must provide an hourly rate for both an irrigation specialist and an irrigation laborer that will remain in effect for the length of the contract. A contact person and phone number must also be supplied for 24-hour emergency repairs.
- 4.4 Automatic controllers will be programmed for seasonal water requirements. Each automatic system will be checked at least once a week for proper operation. The contractor shall notify the City, as noted above, of any repairs required to sprinkler control clocks. The contractor is responsible for manual irrigation while the sprinkler control clock is being repaired. The City of Arroyo Grande will authorize and/or repair/replace all malfunctioning sprinkler control clocks.
- 4.5 Where automatic sprinkler systems do not exist, the contractor is responsible for watering all plant material as discussed in paragraph 4.1 and 4.2 of these specifications. The contractor shall supply all hoses, nozzles and sprinklers as necessary. Watering shall be performed such that it encourages healthy growth. Any loss of plant material due to contractor neglect of the provisions of this section is the responsibility of the contractor to replace.

## **SECTION 05 - PEST CONTROL**

- 5.1 The contractor is responsible for the control and elimination of weeds, insects, rodents and diseases affecting all vegetation using material and methods that are non-injurious to the plants as well as citizens and pets. A pesticide application program may be used by the contractor for this purpose. The contractor shall possess all appropriate permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Any pesticide used shall be on the State of California Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the San Luis Obispo County Agricultural Commissioner. In addition, all pesticides used must have the approval of the City of Arroyo Grande three (3) days prior to the application. Herbicides to be used are Roundup Pro for post emergent control and Surflan or Pendulum Aqua Cap for pre-emergent control. Any substitution must have prior City approval.
- 5.2 Traps for rodent control will be permitted only with the express written approval of the City of Arroyo Grande for location and type of traps. Traps will not be permitted in any areas where children could be expected to play.

## **SECTION 06 – TRAIL MAINTENANCE**

- 6.1 The trail will be inspected on a weekly basis, to ensure it is in safe condition. Inspections will include checking the condition of trail surface, for erosion and drainage problems in the trail corridor, for required clearances (vegetation encroachment or fallen trees), and for condition and proper function of trail furnishings and amenities including signs, gates, bollards, fencing, benches, etc. Inspections after storm events are recommended to check for erosion, drainage problems and fallen trees or debris blocking the trail surface. The removal of invasive species from much of the trail will assist in the restoration of native habitats, the diversifying of plant species present along the trail, and the improvement of the health, vigor and longevity of existing vegetation.
- 6.2 Inspect surface on a regular basis, particularly after heavy rains. Maintain original trail width by eradicating encroaching grass, weeds or seedling vegetation. Contact the City of Arroyo Grande to determine best means for eliminating encroaching vegetation (chemical, physical removal, etc.). Repair surface erosion as soon as possible after it occurs to minimize damage and maintain the trail in best condition. Coordinate repairs to minimize conflicts with existing trail users.
- 6.3 The grass shoulder adjacent to the trail shall be kept to a maximum height of 4" throughout the growing season. In highly visible or landscaped areas such as trailheads, the lawn should be kept to a maximum height of 2".
- 6.4 Graffiti and damage from vandalism shall be repaired as quickly as possible after it is discovered to demonstrate the community's commitment to maintaining a high quality trail environment. This demonstrates to trail users that the trail is a valued public space and to vandals this type of behavior will not be tolerated.
- 6.5 Erosion of the trail surface, shoulders, base and sub-base courses can create hazardous conditions for trail users and compromise the structural integrity of the trail. Erosion

damage should be reported to authorities and repaired as soon as possible.

- 6.6 Signs are critical to the safe and convenient functioning of the trail and must be kept graffiti free and free of obstructions, such as vegetation.
- 6.7 Site furnishings and signs are typically constructed of wood or metal. They should be inspected weekly to check for graffiti, splintering, chipped paint or general deterioration or damage. They should operate as designed and be reported to the City of Arroyo Grande for repair if damage is identified. (The Contractor is not responsible for cost to repair damaged trail site furnishings, but is responsible to notify the City of Arroyo Grande on the same day that the damage is discovered.)
- 6.8 A weekly schedule of litter and trash pickup shall be developed to keep the trail clean. Trail users should be encouraged through appropriate signage to clean up after themselves and to pick up litter they find as they use the trail. Dog litter shall be removed weekly

#### **SECTION 07 – SIDEWALK PARKWAYS/ MEDIAN STRIP MAINTENANCE**

- 7.1 Edging and pruning is to be done per the seasonal frequency schedule. Plant growth shall not encroach onto sidewalk, roadway or other hardscape, along fences and walls. Chemical application is not an acceptable method for ground cover edging.
- 7.2 All ground cover shall be maintained in a weed free condition.
- 7.3 Ground cover fertilizer shall be a complete slow release fertilizer equal to a ratio of 15-15,15 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, needs prior approval.
- 7.4 All ground cover is to be fertilized per the seasonal task frequency schedule. Fertilizer must be delivered to the site in the original unopened container, bearing the manufacture's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Following application at each site, the fertilizer must be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande must be notified five (5) days prior to fertilizer application. Contractor shall provide written documentation of the quantity of fertilizer applied at each area needing fertilization immediately after application.
- 7.5 Where specified by the City of Arroyo Grande, the contractor will be responsible for the installation and maintenance of annual color. Installation shall include removal of old plant material, soil preparation and planting of new material. Planting is noted on the seasonal task frequency schedule. Plant material is to be in 4" pots plants 8" on center with type to be approved by the City of Arroyo Grande prior to planting. When delivered, annual color must be budding or will be rejected. Typical installation occurs quarterly.
- 7.6 Groundcover that has died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization or watering practices shall be replaced at the sole expense of the contractor.

- 7.7 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.
- 7.8 All green waste is to be disposed at the sole expense of the contractor

**SECTION 08 – IRRIGATED LANDSCAPE BED MAINTENANCE**

- 8.1 All plants and shrubbery shall be pruned to encourage healthy growth habits for shape and appearance according to accepted industry standard. Pruning shall be done according to the natural growth of each individual species of plant to maintain viability by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub may result. Shrubby adjacent to walkways and roadways must be kept pruned, avoiding safety hazards in traveled areas.
- 8.2 Irrigated landscape beds shall be maintained in a weed free condition. Weed control may be performed by hand or by the use of selected herbicides upon prior approval of the City of Arroyo Grande. Shrub beds shall be raked free of all debris, weeds and leaves and maintained in a neat condition during each work session.
- 8.3 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.
- 8.4 Shrubs and shrub beds shall be fertilized per the seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be acceptable. Following application at each site, the fertilizer shall be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande shall be notified five (5) days prior to the date of application of fertilizer.
- 8.5 Shrub fertilizer shall be a complete slow release fertilizer equal to a ratio of 25-5-5 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, need prior approval. Contractor must provide written documentation of quantity of fertilizer applied to each area immediately after application.
- 8.6 Shrubs that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.
- 8.7 All fence lines, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.
- 8.8 All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 09 - TREE BED/ WALK-ON BARK AREA MAINTENANCE**

- 9.1 All ground cover shall be maintained in a weed free condition..
- 9.2 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Walk-on bark or approved equal.
- 9.4 The contractor is responsible to notify the City regarding trees that have died in this area.
- 9.51 All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 10 - TREE MAINTENANCE**

- 10.1 All tree pruning activities shall be performed only by trained, experienced personnel. Supervision shall be by a Western Chapter International Society of Arboriculture Certified Arborist complying with WCISA Pruning Standards or ANSI 300 specifications.
- 10.2 All trees shall be pruned to provide pedestrian and vehicular clearance in accordance with Section 7.1. All tree wells are to be kept clear of trash, suckers and weeds. No structural changes are to be made. The need for any additional pruning is to be reported to the City of Arroyo Grande for consideration and prior approval.
- 10.3 The contractor shall assure that all trees are supported sufficiently. This includes, but is not limited to minor repairs consisting of replacing or repairing ties, refastening boards and, braces and removal of nursery stakes. All staking and ties shall be done in a way to avoid tripping hazards. Tree stakes or ties shall be removed promptly once their function has been completed. Guidelines for staking shall be those stated in the University of California Extension Publication No. 2576
- 10.4 Trees that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.
- 10.5 All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 11 – TURF MAINTENANCE**

- 11.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.
- 11.2 Turf shall be mowed with a reel type mower equipped with rollers or a rotary type mower. All equipment shall be adjusted to the proper cutting height and shall be adequately sharpened.
- 11.3 Mowing height shall be three inches (3") for all turf areas. Mowing height may vary for special events and conditions as determined by the City of Arroyo Grande. Any and all litter and trash must be removed before the mowing operation. Walkways shall be cleaned immediately following each mowing operation.

- 11.4 All turf areas will be mowed per the seasonal task frequency schedule. This is generally split into the warm season- April through October, and the cool season- November through March. Mowing will be scheduled Monday through Friday.
- 11.5 All turf edges, including but not limited to sidewalks, driveways, curbs, shrub beds, ground cover beds, tree basins and open space areas shall be edged to a neat and uniform line; all grass invasion must be eliminated. All turf edges shall be trimmed and limited around sprinklers, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 11.6 Weed-eater type string trimmers may be used for edging. Use of string type trimmers requires caution near trees and plants. The Contractor is responsible for replacement of any damaged trees and plants.

When a power edger with a rigid blade is used, the edging of turf shall be completed as one operation in a manner that avoids damage to concrete sidewalks and borders and results in a well-defined, V-shaped edge that extends into the soil.

Chemical application for edging may be used in and around areas such as planter, areas adjacent to building, trees, fence lines, sprinkler heads, etc. Prior to application of any chemical, all areas shall be trimmed to the property height. Approval is required from the City of Arroyo Grande prior to application of chemicals for edging.

All turf shall be fertilized per seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original un-opened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged will not be accepted. The City of Arroyo Grande is to be notified five (5) days prior to the date of fertilizer application. Turf fertilizer shall be a complete fertilizer, evenly broadcast at the minimum rate of one (1) pound actual available nitrogen per one-thousand (1,000) square feet of turf area, per application. Applications shall be as follows; 16-8-8 applied in May; 22-3-9 (slow release) applied in January. Contractor shall provide written documentation of the quantity of fertilizer applied to each area immediately after application.

Turf areas shall be aerated per the seasonal task frequency schedule.

Turf areas shall be maintained in a weed free condition. The contractor shall apply selective herbicides per the seasonal task frequency schedule to maintain a weed free condition. Additional measure to keep turf weed free shall be performed by hand or through the use of City selected herbicides as necessary.

Turf that has died due to lack of proper maintenance, as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, mowing or turf management shall be replaced at the sole expense of the contractor.

All green waste to be disposed of at the sole expense of the contractor.

## **SECTION 12 - WEED CONTROL - MICELLANEOUS OPEN SPACE AREAS/DETENTION BASINS**

- 12.1 Designated open space, non-irrigated areas and detention basins are to be mowed or weed-whipped seasonally (approximately three to four times per year) as coordinated with City of Arroyo Grande Public Works staff.
- 12.2 All noxious weeds are to be removed and discarded.
- 12.3 All fence lines, light standard bases, tree wells, sidewalks, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

## **SECTION 13 - INSPECTIONS**

- 13.1 Inspection by the City of Arroyo Grande's designated representative of the areas covered by the contract documents and these specifications shall be made bi-monthly or as determined necessary by the City.
- 13.2 If the City's inspector identifies deficiencies and/or items that need repair, written notification will be given to the contractor. Upon notification, the contractor will make corrections/repairs within twenty four (24) hours. If repairs and or deficiencies are not corrected within twenty-four (24) hours from the date of written notification, the City may make repairs or corrections and deduct the cost from amounts otherwise due to Contractor. Contractor's failure to respond to a notice to repair or correct within twenty four hours may be grounds for City is issue a Notice of Default.

## **SECTION 14 – WORKER SAFETY & TRAFFIC CONTROL**

- 14.1 All workers performing work in center medians will be required to wear reflectorized clothing or vests. The contractor will also be required to submit a traffic control plan to the City of Arroyo Grande in advance when closing lanes for work in center medians. All traffic control measures are to comply with the most recent American Public Works Association Work Area Traffic Control Handbook.

## **SECTION 15 - EXTRA WORK**

- 15.1 All work performed that is not contained in these Technical Specifications will be done on a time and material basis with prior request and approval of the City of Arroyo Grande. Time and material rates will be bid and determined prior to authorization of Extra Work. In some cases, while the unit rate has been established, an estimate will still be necessary to determine the scope. The City of Arroyo Grande will make the final determination when work is considered outside the scope of these specifications.

## **SECTION 16 - PAYMENT**

- 16.1 The contractor will bill the City of Arroyo Grande on a unit price basis, determined by the seasonal task frequency schedule, awarded units and confirmed work. The contractor may not charge more than the awarded unit without prior approval from the City of Arroyo Grande. Invoices submitted to the City of Arroyo Grande will be on a monthly basis. Confirmation of billing quantities by the City of Arroyo Grande is required prior to submission for payment.

- 16.2 Compensation provided to the contractor for each unit of work represents all labor, materials, tools, equipment and incidentals necessary to complete and perform all work as set forth in these specifications.
- 16.3 The City of Arroyo Grande reserves the right to adjust task frequency and/or delete any or all portions of work at any time as deemed necessary or advisable.

EXHIBIT E

CONTRACTOR'S PROPOSAL

**QUOTATION SUMMARY FORM A- TOTAL BID AMOUNT AND BIDDER INFORMATION**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

**Assessment District Landscape Maintenance Services**

**BIDDER INFORMATION AND BUSINESS LICENSE VERIFICATION**

Business Name: CENTRAL COAST EARTHSCAPES, INC.

Mailing Address: PO Box 5405  
SAN LUIS OBISPO CA 93403

Phone Number: 805-545-9600

Arroyo Grande Business License Number: BL13-56909

Contractor's License Number: 598255 (C-27)

County AG spray License Number: QAC #87582

Landscape Maintenance Areas	Total Monthly Bid Amount
Total monthly amount from Bid Form #1- Parkside Park	\$ 1506.00
Total monthly amount from Bid Form #2- Grace Lane	\$ 381.00
Total monthly amount from Bid Form #3- Park View	\$ 1873.00
Total monthly amount from Bid Form #4- Foremaster	1752.00
<b>TOTAL MONLTY BID AMOUNT*</b> (For Low Bid Determination)	<b>\$ 5512.00</b>

**HOURLY LANDSCAPE INSTALLATION RATE FOR ADDITIONAL WORK:** \$ 40.00 / HR.  
(This hourly rate applies to extra work only and is not be considered in total bid amount)

Signature of Bidder: \_\_\_\_\_ Date: 10/10/2016

Print Name: SUZANNE MORRISON Position: President

**BIDS DUE: OCTOBER 11, 2016 3:00 p.m. FAXED QUOTES NOT ACCEPTED**

## QUOTATION FORM

### LANDSCAPE MAINTENANCE AREA #1: PARKSIDE ASSESSMENT DISTRICT

**Location: Bakeman Ln**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

**BUSINESS NAME:** CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 1 Cans ea.	\$ <u>7.00</u>	X 4.3	\$ <u>30.10</u>
03- Walkways/ Hardscapes/ Weed and Litter	13390 sf.	\$ <u>45.00</u>	X 4.3	\$ <u>193.50</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	na lf.	\$ _____	X 2	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	1272 sf.	\$ <u>17.81</u>	X 4.3	\$ <u>76.58</u>
07- Sidewalk Parkways/ Median Strips- Prune	1272 sf.	\$ <u>43.25</u>	X 1	\$ <u>43.25</u>
07- Sidewalk Parkways/ Median Strips Fertilize	1272 sf.	\$ <u>43.25</u>	2 X Yearly (.167)	\$ <u>7.22</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	1272 sf.	\$ <u>470.64</u>	1X Yearly (.083)	\$ <u>39.06</u>
08- Irrigated Landscape areas/ Edge & Weed Control	5888 sf.	\$ <u>80.00</u>	X 4.3	\$ <u>344.00</u>
08- Irrigated Landscape areas/ Prune	5888 sf.	\$ <u>200.00</u>	X 1	\$ <u>200.00</u>
08- Irrigated Landscape areas/ Fertilize	5888 sf.	\$ <u>200.00</u>	2 X Yearly (.167)	\$ <u>33.40</u>
08- Irrigated Landscape beds/ Mulch Application	4304 sf.	\$ <u>1592.00</u>	1 X Yearly (.083)	\$ <u>132.14</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	2000 sf.	\$ <u>740.00</u>	1 X Yearly (.083)	\$ <u>61.42</u>
09- Tree Bed/ Walk-on Bark area- Weed Control	2000 sf.	\$ <u>34.00</u>	X 1	\$ <u>34.00</u>
10- Trees Maintenance	13 ea.	\$ <u>130.00</u>	2 X Yearly (.167)	\$ <u>21.71</u>
11- Turf Maintenance/ Mowing & edge	<u>2949</u> sf.	\$ <u>40.00</u>	X 4.3	\$ <u>172.00</u>
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	<u>2949</u> sf.	\$ <u>225.00</u>	2 X Yearly (.167)	\$ <u>37.60</u>
12- Weed Control/Non-irrigated Open Space Areas	.5_ acre	\$ <u>320.00</u>	3 X Yearly (.25)	\$ <u>80.00</u>

\* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

**Total Monthly Cost - All Items: \$ 1506.00**  
(Carry amount over to the Summary Bid Form A)

## QUOTATION FORM

### LANDSCAPE MAINTENANCE AREA #2: GRACE LANE ASSESSMENT DISTRICT

**Location: Grace Lane Assessment District Boundary**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

**BUSINESS NAME:** CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ Cans ea.	\$ _____	X 4.3	\$ <u>NA</u>
03- DG Walkways/ Hardscapes/ Weed and Litter	22970 sf.	\$ <u>31.24</u>	X 4.3	\$ <u>134.33</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	n/a lf.	\$ _____	X 2	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	n/a sf.	\$ _____	X 4.3	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Prune	n/a sf.	\$ _____	X 1	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Fertilize	n/a sf.	\$ _____	2 X Yearly (.167)	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	n/a sf.	\$ _____	1X Yearly (.083)	\$ <u>NA</u>
08- Irrigated Landscape areas/ Edge & Weed Control	1800 sf.	\$ <u>25.20</u>	X 4.3	\$ <u>108.36</u>
08- Irrigated Landscape areas/ Prune	1800 sf.	\$ <u>61.20</u>	X 1	\$ <u>61.20</u>
08- Irrigated Landscape areas/ Fertilize	1800 sf.	\$ <u>61.20</u>	2 X Yearly (.167)	\$ <u>10.22</u>
08- Irrigated Landscape beds/ Mulch Application	1800 sf.	\$ <u>667.00</u>	1 X Yearly (.083)	\$ <u>55.36</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	n/a sf.	\$ _____	1 X Yearly (.083)	\$ <u>NA</u>
09- Tree Bed/ Walk-on Bark area- Weed Control	n/a sf.	\$ _____	X 1	\$ <u>NA</u>
10- Trees Maintenance	7 ea.	\$ <u>70.00</u>	2 X Yearly (.167)	\$ <u>11.69</u>
11- Turf Maintenance/ Mowing & edge	n/a sf.	\$ _____	X 4.3	\$ <u>NA</u>
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	n/a sf.	\$ _____	2 X Yearly (.167)	\$ <u>NA</u>
12- Weed Control/Non-irrigated Open Space Areas	n/a acre	\$ _____	3 X Yearly (.25)	\$ <u>NA</u>

\* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

**Total Monthly Cost - All Items:** \$ 381.00  
(Carry amount over to the Summary Bid Form A)

## QUOTATION FORM

### LANDSCAPE MAINTENANCE AREA #3: PARKVIEW ASSESSMENT DISTRICT

**Location: Oak Park Blvd and Farroll Ave.**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

**BUSINESS NAME:** CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 0 Cans ea.	\$ _____	X 4.3	\$ _____ NA
03- Walkways/ Hardscapes/ Weed and Litter	2500 sf.	\$ <u>27.20</u>	X 4.3	\$ <u>116.96</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	_____ lf.	\$ _____	X 2	\$ _____ NA
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	5000 sf.	\$ <u>70.00</u>	X 4.3	\$ <u>301.00</u>
07- Sidewalk Parkways/ Median Strips- Prune	5000 sf.	\$ <u>170.00</u>	X 1	\$ <u>170.00</u>
07- Sidewalk Parkways/ Median Strips Fertilize	5000 sf.	\$ <u>170.00</u>	2 X Yearly (.167)	\$ <u>28.39</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	5000 sf.	\$ <u>1850.00</u>	1X Yearly (.083)	\$ <u>153.55</u>
08- Irrigated Landscape areas/ Edge & Weed Control	8000 sf.	\$ <u>112.00</u>	X 4.3	\$ <u>481.60</u>
08- Irrigated Landscape areas/ Prune	8000 sf.	\$ <u>272.00</u>	X 1	\$ <u>272.00</u>
08- Irrigated Landscape areas/ Fertilize	8000 sf.	\$ <u>272.00</u>	2 X Yearly (.167)	\$ <u>45.42</u>
08- Irrigated Landscape beds/ Mulch Application	8000 sf.	\$ <u>2960.00</u>	1 X Yearly (.083)	\$ <u>245.68</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	_____ sf.	\$ _____	1 X Yearly (.083)	\$ _____ NA
09- Tree Bed/ Walk-on Bark area- Weed Control	_____ sf.	\$ _____	X 1	\$ _____ NA
10- Trees Maintenance	<u>35</u> ea.	\$ <u>350.00</u>	2 X Yearly (.167)	\$ <u>58.45</u>
11- Turf Maintenance/ Mowing & edge	_____ sf.	\$ _____	X 4.3	\$ _____ NA
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	_____ sf.	\$ _____	2 X Yearly (.167)	\$ _____ NA
12- Weed Control/Non-irrigated Open Space Areas	_____ acre	\$ _____	3 X Yearly (.25)	\$ _____ NA

\* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

**Total Monthly Cost - All Items: \$ 1873.00**  
(Carry amount over to the Summary Bid Form A)

## QUOTATION FORM

### LANDSCAPE MAINTENANCE AREA #4: FOREMASTER ASSESSMENT DISTRICT

**Location: Oak Park Blvd and Meadowlark Dr.**

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

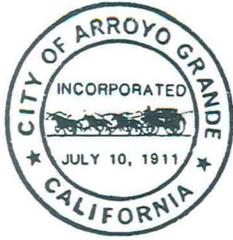
**BUSINESS NAME:** CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 0 Cans ea.	\$ _____	X 4.3	\$ _____ NA
03- Walkways/ Hardscapes/ Weed and Litter	6500 sf.	\$ <u>22.18</u>	X 4.3	\$ <u>95.37</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	___ lf.	\$ _____	X 2	\$ _____ NA
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	3095 sf.	\$ <u>43.33</u>	X 4.3	\$ <u>186.32</u>
07- Sidewalk Parkways/ Median Strips- Prune	3095 sf.	\$ <u>105.23</u>	X 1	\$ <u>105.23</u>
07- Sidewalk Parkways/ Median Strips Fertilize	3095 sf.	\$ <u>105.23</u>	2 X Yearly (.167)	\$ <u>17.57</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	3095 sf.	\$ <u>1145.15</u>	1X Yearly (.083)	\$ <u>95.04</u>
08- Irrigated Landscape areas/ Edge & Weed Control	7000 sf.	\$ <u>98.00</u>	X 4.3	\$ <u>421.40</u>
08- Irrigated Landscape areas/ Prune	7000 sf.	\$ <u>238.00</u>	X 1	\$ <u>238.00</u>
08- Irrigated Landscape areas/ Fertilize	7000 sf.	\$ <u>238.00</u>	2 X Yearly (.167)	\$ <u>39.75</u>
08- Irrigated Landscape beds/ Mulch Application	7000 sf.	\$ <u>2590.00</u>	1 X Yearly (.083)	\$ <u>214.97</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	___ sf.	\$ _____	1 X Yearly (.083)	\$ _____ NA
09- Tree Bed/ Walk-on Bark area- Weed Control	___ sf.	\$ _____	X 1	\$ _____ NA
10- Trees Maintenance	50 ea.	\$ <u>500.00</u>	2 X Yearly (.167)	\$ <u>83.50</u>
11- Turf Maintenance/ Mowing & edge	3500 sf.	\$ <u>49.00</u>	X 4.3	\$ <u>210.70</u>
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	3500 sf.	\$ <u>2166.00</u>	2 X Yearly (.167)	\$ <u>44.42</u>
12- Weed Control/Non-irrigated Open Space Areas	___ acre	\$ _____	3 X Yearly (.25)	\$ _____ NA

\* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

**Total Monthly Cost - All Items:** \$ 1752.00  
(Carry amount over to the Summary Bid Form A)



**CITY OF ARROYO GRANDE  
BID OPENING LOG SHEET**

**DEADLINE: TUESDAY, OCTOBER 11, 2016 – 3:00 PM**  
**PROJECT NAME: ASSESSMENT DISTRICT LANDSCAPE  
 MAINTENANCE SERVICES**  
**ESTIMATED CONSTRUCTION COST: Not Required**

<b><u>SUBMITTED BY:</u></b>	<b><u>MONTHLY BID</u></b>
1. Evergreen Pismo Beach, CA 93448	\$15,976.32
2. Allweather Landscape Maint. Santa Maria, CA 93456	\$3,186.89
3. Central Coast Earthscapes San Luis Obispo, CA 93403	\$5,512.00

*Glenda Boner*

Glenda Boner, Administrative Secretary

C: Director of Public Works  
 Public Works Supervisor  
 City Manager  
 City Website

**From:** Neil Towery [<mailto:neil.allweather@gmail.com>]  
**Sent:** Monday, October 17, 2016 6:47 AM  
**To:** Ron Simpson  
**Subject:** Re: Revised Maintenance Proposal

Mr. Simpson

First and foremost, let me apologize for the critical error that I made on the individual bid sheet. I can not honor the original bid sheet that was submitted, do to this confusion. I have resubmitted my new prices, and I hope this is still acceptable and my prices are as well to move this contract forward. Thank you

On Fri, Oct 14, 2016 at 3:15 PM, Neil Towery <[neil.allweather@gmail.com](mailto:neil.allweather@gmail.com)> wrote:  
Can I send this back to you as an email

On Fri, Oct 14, 2016 at 3:01 PM, Ron Simpson <[rsimpson@arroyogrande.org](mailto:rsimpson@arroyogrande.org)> wrote:

Neil,

I will show the new numbers to the my Director. I will need a letter from you stating that there was a mistake on your original bid and that you can't honor those original totals.

Thanks,

**Ron Simpson**  
**City of Arroyo Grande**  
**Public Works Supervisor**  
**805-473-5488**

*The information contained in this email pertains to City business and is intended solely for the use of the individual or entity to whom it is addressed. If the reader of this message is not an intended recipient, or the employee or agent responsible for delivering the message to the intended recipient and you have received this message in error, please advise the sender by reply email or phone and delete the message. Please note that email correspondence with the City of Arroyo Grande, along with attachments, may be subject to the California Public Records Act, and therefore may be subject to disclosure unless otherwise exempt by law.*

**From:** Neil Towery [<mailto:neil.allweather@gmail.com>]  
**Sent:** Friday, October 14, 2016 2:52 PM  
**To:** Ron Simpson  
**Subject:** Revised Maintenance Proposal

Hello Ron

I have revised the proposal for your view, thank you for the heads up on the mulch and you were 100% correct.I hope my revised price is still acceptable to get the contract..Thank you and have a great weekend.

General Manager

Neil Towery

[Neil.allweather@gmail.com](mailto:Neil.allweather@gmail.com)

(805)868-7643

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**MEMORANDUM**

**TO:** CITY COUNCIL

**FROM:** TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR

**BY:** KELLY HEFFERNON, ASSOCIATE PLANNER

**SUBJECT:** CONSIDERATION OF PRELIMINARY APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2017

**DATE:** NOVEMBER 22, 2016

**RECOMMENDATION:**

It is recommended the City Council provide preliminary approval of proposed projects to be funded with the City's allocation of Community Development Block Grant (CDBG) funds for the Year 2017 as shown in the table below. Final City approval of the CDBG allocation will likely occur in March 2017.

**Recommended 2017 CDBG Allocation**

<b>Project and Category</b>	<b>2016 Allocation</b>	<b>2017 Requested</b>	<b>Proposed 2017 Allocation</b>
<b><i>Public Services 15% Cap - \$11,017</i></b>			
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><i>Public Facilities</i></b>			
City of Arroyo Grande - Removal of Architectural Barriers	\$60,410	\$58,757	\$58,757
<b>Subtotal</b>	<b>\$60,410</b>	<b>\$58,757</b>	<b>\$58,757</b>
<b><i>Economic Development</i></b>			
<b>Subtotal</b>		<b>\$0</b>	<b>\$0</b>
<b><i>Area Benefit 30% Cap - \$22,034</i></b>			
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><i>Administration and Planning 20% Cap - \$14,689</i></b>			
City Administration	\$5,286	\$5,141	\$5,141
County Administration	\$9,816	\$9,548	\$9,548
<b>Subtotal</b>	<b>\$15,102</b>	<b>\$14,689</b>	<b>\$14,689</b>
<b>Total</b>			<b>\$73,446</b>

**CITY COUNCIL  
CONSIDERATION OF PRELIMINARY APPROVAL OF COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2017  
NOVEMBER 22, 2016  
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**IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The County has estimated that \$73,446 in CDBG funds will be available to the City in the fall of 2017. This estimate is equal to the final adjusted figure for the 2016 fiscal year minus a 2.8% decrease. Overall, the amount the City has received over the last fifteen (15) years has consistently decreased due to Federal budget cutbacks to the CDBG program. 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, 65% of the total administration funds, or \$9,548 of the City's allocation for CDBG funds will be deducted by the County to meet its obligations under the terms of the agreement for administrative costs. The City will receive \$5,141 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 Housing and Urban Development (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 21, 2016. In addition, County staff held a "Needs Assessment Workshop" on September 7, 2016 to gather input from the public regarding the allocation of CDBG funds. The second CDBG public workshop will be scheduled sometime within the next two months in South County.

**ANALYSIS OF ISSUES:**

The following criteria set forth by the County in the RFP is used to make funding recommendations:

1. Consistency with Federal regulations and laws;
2. Community support (for example, approval of project by a city council);
3. Seriousness of community development need proposed to be addressed by project;

## **CITY COUNCIL**

### **CONSIDERATION OF PRELIMINARY APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2017**

**NOVEMBER 22, 2016**

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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 and by December 31, 2017;
6. Cost effectiveness of funds requested and leveraging of other funds; and
7. Organization's experience or knowledge regarding CDBG or HOME 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 in the spring of 2017.

#### Public Services

The competitiveness for public service funds, which is capped at 15 percent, 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 a separate City program (the City's Community Service Grant Program), the City did not receive any CDBG applications for public services.

#### Public Facilities

Staff recommends allocating \$58,757 to assist with Americans with Disabilities Act (ADA) improvements by removing architectural barriers at the Soto Sports Complex. The "Soto Sports Complex Barrier Removal Project – Phase III" will improve accessibility at Santos Field, which currently does not comply with ADA standards. The project will include, at a minimum, a ramp from the Soto Sports Complex parking lot to the Santos Field bleachers and dugout. This project was identified as a priority given the large number of people that use the Sports Complex each year.

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

**CITY COUNCIL  
CONSIDERATION OF PRELIMINARY APPROVAL OF COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2017  
NOVEMBER 22, 2016  
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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 (\$22,034). 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 \$14,689 for program administration, which is 20% of total funds. As stated above, \$9,548 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 \$5,141 for administration.

Arroyo Grande Community Service Grant Program

In response to CDBG funding limitations and restrictions, the City established the Arroyo Grande Community Service Grant Program in 2014 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; however, the rating system is similar to that established for reviewing CDBG applications in prior years. Last year, the City received a total of eleven (11) applications totaling \$53,000. The deadline this year to submit a completed application is Friday, December 9, 2016.

A Community Service Grant Review Panel has been established consisting of one member from each of the City's boards, commissions and committees. This panel will convene early next year to review the applications, and it is expected that a recommendation for funding will be brought to Council at the same time as the final CDBG allocation is considered, which will likely be in March 2017.

**CITY COUNCIL  
CONSIDERATION OF PRELIMINARY APPROVAL OF COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROJECTS FOR YEAR 2017  
NOVEMBER 22, 2016  
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**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 Soto Sports Complex Barrier Removal Project – Phase III takes CDBG funding away from other architectural barrier removal projects, such as installing ADA compliant curb ramps.

**ALTERNATIVES:**

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

- Approve preliminary funding for CDBG programs for the year 2017 as proposed;
- Modify preliminary funding for CDBG programs to eliminate the Soto Sports Complex Barrier Removal Project – Phase III and instead include the installation of ADA compliant curb ramps up to a cost of \$58,757; or
- Provide other direction to staff.

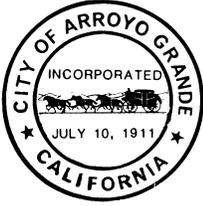
**ENVIRONMENTAL REVIEW:**

The allocation of CDBG funds 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, November 11, 2016. The Agenda was posted in front of City Hall and on the City's website in accordance with Government Code Section 54954.2.

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR  
GEOFF ENGLISH, PUBLIC WORKS DIRECTOR  
DAVID HIRSCH, ASSISTANT CITY ATTORNEY**

**SUBJECT: CONSIDERATION OF A RESOLUTION TO AMEND THE STAGE 1  
WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT  
ADDITIONAL RESTRICTIONS INCLUDING THE PROHIBITION OF NEW  
WATER CONNECTIONS WHEN SPECIFIED WATER CONDITIONS ARE  
DETERMINED TO EXIST**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council adopt a Resolution amending Exhibit A of Resolution 4659 relating to triggering conditions that will implement additional restrictions during the declared Stage 1 Water Shortage Emergency (Stage "1B") in order to protect the health, safety and welfare of the citizens of the City.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There is no anticipated financial impact related to adoption of the proposed Resolution; however, there will be financial impacts to the Water and Sewer Funds if additional water use restrictions are implemented. The exact amount of these impacts will depend upon the timing and duration of the required reductions, as well as customer compliance with the requirements. There may also be an indirect economic impact should specified conditions exist that precipitate a prohibition on new water connections.

### **BACKGROUND:**

The City of Arroyo Grande continues to experience historic drought conditions. The drought conditions have negatively impacted the City's water supply and have necessitated State-wide water conservation requirements. The City Council has responded to the drought conditions and water supply reductions by implementing the City's Water Shortage Contingency Plan as outlined in the City's Urban Water Management Plan.

On February 24, 2015, the City Council adopted Ordinance No. 669 establishing an emergency Water Shortage Contingency Plan by adding Chapter 13.07 to the Arroyo Grande Municipal Code ("AGMC") providing for Emergency Water Shortage Restrictions and Regulations, to be put in place in case mandatory water use restrictions became necessary to meet water demand and to address any potential negative impacts on the

## **CITY COUNCIL**

### **CONSIDERATION TO AMEND THE STAGE I WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT ADDITIONAL RESTRICTIONS WHEN SPECIFIED WATER CONDITIONS ARE DETERMINED TO EXIST**

**NOVEMBER 22, 2016**

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City's water supply. The Ordinance included two methodologies based upon two stages of water shortage emergency:

#### Stage 1 Water Shortage Emergency

A Stage 1 Water Shortage Emergency shall be declared when there have been impacts to the City's water supply and/or it has been determined that it is imminent that the water supply will be less than projected demand. All customers will then be required to reduce water usage by a percentage compared to the same billing period in a specified prior year, which will be established by Resolution. The amount of mandatory water use reduction established by the Resolution may be increased or decreased by adopting another Resolution as supply and demand conditions change.

#### Stage 2 Water Shortage Emergencies

A Stage 2 Water Shortage Emergency shall be declared when it has been determined that it is imminent that the water supply is or will be equal to or less than amounts determined necessary to meet basic minimum household health and safety requirements. Therefore, the purpose of Stage 2 requirements is to limit water usage to the minimum amount necessary for public health since the City will likely need to make arrangements for some type of emergency water supply deliveries.

#### Recent City Council Actions

On May 26, 2015, pursuant to the provisions in AGMC Section 13.07.030 and after holding a noticed public hearing in accordance with the requirements of Water Code Section 350, the City Council adopted Resolution 4659 declaring a Stage 1 Water Shortage Emergency and implementing reductions in water usage based upon historical use. The Stage 1 Water Shortage Emergency as established by Resolution of the City Council has been implemented, is being enforced and is summarized in the attached notice to residents (Attachment 1). The actions by the City Council were enacted due to local water supply concerns and due to State of California mandated water conservation requirements for water purveyors.

On August 23, 2016, the City Council directed staff to place on a future City Council agenda, the consideration of refined water supply condition "triggers" that will prompt implementation of the next steps for further reductions to the use of the City's water supply. Council subsequently requested additional conservation measures to be included.

On October 11, 2016, the City Council directed staff to prepare a Resolution that would modify Stage 1 (Resolution 4659) to include triggers for additional water use restrictions. The Council also directed staff to include in the revisions to Stage 1 a modification to Section B of Exhibit A (Resolution 4659) requiring commercial customers with irrigation meter accounts to further reduce from 25% to 50%. Lastly, the Council

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approved moving forward with a water offset program to be effective during a prohibition on new service connections.

On October 25, 2016, the City Council adopted Resolution No. 4764 revising the Stage 1 water emergency restrictions to increase mandatory conservation for dedicated irrigation meters from 25% to 50%.

**ANALYSIS OF ISSUES:**

The City’s long term water supply continues to be of concern as the drought endures and seasonal rainfall has not been sufficient to date to restore the two primary water sources, Lopez Reservoir (Lopez) and groundwater, to pre-drought levels. Staff has previously calculated that based on the current condition of its water sources, the City has adequate water supply to meet the anticipated demand through April 1, 2018. The City Council has directed that this two-year water supply and demand look-ahead be reviewed twice annually. The next projected revision is scheduled for late Spring 2017, following the annual winter storms.

Current and Projected Water Supply – Acre Feet per Water Year (AFY)				
Water Supply Sources	Entitlement	2015/16 Actual Use	2016/17 Projected Use	2017/18 Projected Use
Groundwater – Santa Maria Groundwater Basin	1,323	43	150	220
Groundwater- Pismo Formation	200	44	120	150
County of San Luis Obispo Lopez Reservoir Project	2,290	2,152	1,830*	1,830*
<b>TOTAL</b>	<b>3,813</b>	<b>2,239</b>	<b>2,100</b>	<b>2,200</b>

\*- Based on 20% reduction to municipal deliveries

In an effort to conserve future water supplies, the City Council has adopted mandatory water conservation through the declaration of a Stage 1 Water Shortage Emergency. Stage 1 Water Shortage restrictions which are currently in effect are the following:

- Tiered water use restrictions for residential customers between 0% to 30%.
- Mandatory 50% water use reduction for commercial customers with dedicated irrigation meters.

Water Supply Condition Triggers

On October 11, 2016, the City Council voted to modify the current Stage 1 Water Shortage Emergency Resolution, so that any one of the following events would trigger additional water use restrictions (Stage 1B):

## **CITY COUNCIL**

### **CONSIDERATION TO AMEND THE STAGE I WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT ADDITIONAL RESTRICTIONS WHEN SPECIFIED WATER CONDITIONS ARE DETERMINED TO EXIST**

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- 1) Interruption to local water deliveries, water delivery system or State mandated reductions.
- 2) Lopez Reservoir level at or below 10,000 AF.
- 3) Six quarterly continuous monitoring events of Sentry well water level readings in the Santa Maria Groundwater Basin below the deep well index trigger level of 7.5 feet in conjunction with Lopez supply reduction of 20% or indications of sea water intrusion are detected. (Note: this is based on the opinion of the Northern Cities Management Area Hydrogeological consulting firm, GSI, relative to the potential impacts with sustained low groundwater levels.)

The Council also voted to include provisions for triggers to exit Stage 1B when the Lopez Reservoir reaches 15,000 AF or the City Council makes a finding that the additional water use restrictions are no longer needed to preserve the City's continued water supply.

#### Additional Restrictions

When any or all of the adopted trigger conditions exist, then the following additional water use restrictions would be implemented:

1. Building restrictions - prohibition on new water service connections for any project that doesn't have a building permit at the time the prohibition is implemented.
2. Prohibition on private vehicle washing.
3. Further reduce overall irrigation of City-owned non-sports field turf areas to 25% of the 2015 use.
4. Increase the mandatory water use reductions for residential water customers by 5% for each of the three water rate tiers.

Regarding building restrictions, as proposed, all projects may be continued to be processed, however, building permits would not be issued for projects that include a new water service connection on a vacant lot. In addition, as proposed, all projects that already have a water connection would be allowed to change use or remodel, including an upgrade to an existing meter. Attachment 2 includes a list of current projects in process that include new water connections for reference.

#### Consistency with the UWMP

The above stated triggers and additional restrictions are reflected in the proposed Resolution. It is important to note, that upon a recent review of the City's Urban Water Management Plan (UWMP), the State of California Department of Water Resources (DWR) determined that the City's Water Shortage Contingency Plan (WSCP) within the UWMP does not meet their interpretation of the State criteria for UWMP's. Specifically, the DWR has determined that the Plan does not provide an outline of the specific water supply conditions that are applicable to each stage of the WSCP. This requirement

## **CITY COUNCIL**

### **CONSIDERATION TO AMEND THE STAGE I WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT ADDITIONAL RESTRICTIONS WHEN SPECIFIED WATER CONDITIONS ARE DETERMINED TO EXIST**

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coincides with the concept of having triggers. The DWR also is requiring that the stages of actions (i.e. triggers) and demand reduction measure be presented in more than two (2) stages as established in the current WSCP. As a result, modifications to the WSCP are being prepared based on three (3) stages as outlined in Attachment 3. The modified WSCP will be incorporated into an updated UWMP that will be presented to the City Council for review and adoption in January, 2017.

#### Vesting Maps

At the City Council meeting on October 11, 2016, it was indicated that the prohibition on new water connections on vacant lots would apply to subdivisions without a vesting tentative map or to projects that do not have a building permit issued once the Stage IB water supply conditions are triggered. Subsequent research by the City Attorney's Office, however, concluded that the restriction could apply to vesting maps. In this respect, it should be noted that vesting map status does not automatically guarantee an exemption for a moratorium under State law, and additional requirements can be imposed based upon health and safety needs (reference Government Code Section 66498.1(c)(1)). Therefore, since the City Council had directed staff to prepare the most restrictive approach with regard to building restrictions, as drafted in the proposed Resolution, the new connection prohibition would apply to vesting maps as well as development agreements. Language has been included in the Resolution to provide a finding to address the health and safety requirement in Government Code Section 66498.1(c)(1).

From a policy standpoint, the City Council could still decide to exempt developments with vesting maps and/or development agreements, given the expense and investment involved in such projects, and the underlying policies relating to providing certain vested rights when using vesting maps or negotiating development agreements.

#### Alternatives for Application of Building Restrictions

The City Council may choose to modify the proposed building restrictions or to approve the restrictions as currently crafted.

Should the City Council wish to modify the time and method for application of the building restrictions upon the triggering conditions, other than at the time of building permit issuance, then the following options may be considered:

At the time of a certified Stage 1B water supply condition, a prohibition on new water service connections would apply to all projects unless:

- A building application has been accepted for plan check; or
- A planning permit approval/entitlement has been issued; or
- A planning application has been deemed complete for processing.

## **CITY COUNCIL**

### **CONSIDERATION TO AMEND THE STAGE I WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT ADDITIONAL RESTRICTIONS WHEN SPECIFIED WATER CONDITIONS ARE DETERMINED TO EXIST**

**NOVEMBER 22, 2016**

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Additionally, the prohibition could apply to an upgraded water connection for redevelopments but only such that water demand will be less than or equal to the existing water demand.

#### Water Offset Program

Additionally, the City Council approved moving forward with a water use offset program, which would be effective during a prohibition on new water service connections that would allow new connections to the water system.

As previously reported, there are several possibilities for offset programs that may be customized to permanently save water by retrofitting existing facilities. It should be emphasized that the City has for many years required in-lieu fees intended to generally offset new water use at a 1:1 ratio. This program has been demonstrated over time to be effective in demand reduction concurrent with new development through implementation of the City's water conservation programs. Implementing a more robust off-set policy will help ensure adequate savings are achieved to offset the demand of new development during severe water shortage conditions. In addition to an adequate offset ratio, it is important to ensure that on-site and off-site water efficiency measures are permanent. In the event of a Stage 1B water supply condition, the intent would be to ensure no impact to water supply through water neutral development. This may be in the form of minimizing water demand through water saving on-site requirements; and either through funding or direct undertaking, reducing demand offsite. An additional option is to allow the purchase or transfer of a new permanent water supply. A review of the evolution of offset programs suggests that successful programs provide several options that allow for changing markets and conditions. In this regard, offsets would be customized in an applicant's proposal and required to be verified by the City in advance of approval. It is recommended that the City use a third party consultant, funded by the applicant, to verify the validity of the proposed program.

While from a legal standpoint, offsets are required to relate to the impacts of a project, ratios of more than 1:1 are frequently utilized by agencies due to such factors as demand variation and potential underestimation, water savings fixtures lose efficiency with wear and tear over time, water savings devices may be removed by property owners, and related factors. Accordingly, included in the proposed Resolution is an exemption from the prohibition on new water service connections for projects that achieve offsets of 1:1.5 through the payment of fees as currently required and 1) the purchase of new permanent water supply through an approved contract, and/or 2) the retrofit of allowed off-site conservation measures derived from the table below, the installation of which is certified by the Public Works Department. Further, onsite development must include all water applicable measures. Smaller projects, of less than four residential units or less than 5,000 sq. feet of commercial space, may have the

## **CITY COUNCIL**

### **CONSIDERATION TO AMEND THE STAGE I WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT ADDITIONAL RESTRICTIONS WHEN SPECIFIED WATER CONDITIONS ARE DETERMINED TO EXIST**

**NOVEMBER 22, 2016**

**PAGE 7**

option of achieving the required ratio by paying fees; however, implementation of this option will require further action by the City Council to properly establish such a fee.

Eligible conservation retrofits are included in Attachment 4 and summarized below:

- Air-cooled ice machines
- Soil moisture sensors
- Water efficient commercial washing machines
- Greywater systems
- Rain barrel system installations
- Water efficient commercial dishwashers
- Turf replacement

With regard to the purchase of a new water supply, such a proposal would require a contract approved by the City Council. It is unlikely that such an option would be exercised; however, there may be future opportunities through water exchanges.

#### **ALTERNATIVES:**

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

1. Adopt the Resolution amending Exhibit A of Resolution 4659 relating to triggering conditions that will implement additional restrictions during the declared State 1 Water Shortage Emergency (Stage "1B");
2. Direct staff to modify the triggers and or additional water use restrictions;
3. Provide other direction to staff.

#### **ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

#### **PUBLIC NOTIFICATION AND COMMENTS:**

A public hearing notice was published in The Tribune on November 16, 2016. The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

#### **ATTACHMENTS:**

1. Notice to Residents
2. Applications currently in the permit queue
3. Water Shortage Contingency Plan- Demand Reduction and Trigger table
4. Eligible conservation/offset options for City water offset program

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING EXHIBIT A OF RESOLUTION 4659 RELATING TO TRIGGERING CONDITIONS THAT WILL IMPLEMENT ADDITIONAL RESTRICTIONS DURING THE DECLARED STAGE 1 WATER SHORTAGE EMERGENCY (“STAGE 1B”) WHEN SPECIFIED WATER CONDITIONS ARE DETERMINED TO EXIST, IN ORDER TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY

**WHEREAS**, on February 24, 2015 the City Council of the City of Arroyo Grande adopted Ordinance 669, adding Chapter 13.07 to the Arroyo Grande Municipal Code (AGMC) relating to Emergency Water Shortage Restrictions and Regulations; and

**WHEREAS**, after holding a noticed public hearing in accordance with the requirements of Water Code Section 350, et seq and the AGMC, on May 26, 2015 the City Council adopted Resolution 4659 declaring a Stage 1 Water Shortage Emergency in accordance with Water Code Section 350 and AGMC Section 13.07.030, implementing reductions in water usage based upon Historical Use, and mandatory penalties for failing to meet water use requirements as set forth in Exhibit A of that Resolution; and

**WHEREAS**, on April 1, 2015, the Governor issued an Executive Order directing the imposition of restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban water usage through February 2016, and the implementing regulations adopted by the State Water Board mandated that the City of Arroyo Grande reduce its total potable water production by 28 percent for each month as compared to the amount of water used in the same month in 2013; and

**WHEREAS**, the City of Arroyo Grande continues to experience historic drought conditions, which are negatively impacting the City’s limited water supply which consists of two primary sources: Lake Lopez and groundwater. The reservoir level at Lake Lopez was not significantly replenished during the 2015-16 rainy season and continues to decline, and there continue to be significant concerns regarding groundwater pumping and the potential for seawater intrusion; and

**WHEREAS**, Water Code Section 353 provides that when a water shortage emergency has been declared by the governing body, it shall adopt necessary regulations and restrictions on the delivery and consumption of water, and pursuant to Water Code Section 356 such regulations and restrictions may include denying applications for new and additional service connections; and

**RESOLUTION NO.  
PAGE 2**

**WHEREAS**, given the continuing concerns regarding the ongoing severe drought's impact on the City's limited water supply, the City Council has determined that it is necessary and appropriate to modify the regulations and restrictions on the delivery and consumption of water to provide that if certain specified water supply conditions are determined to exist (hereinafter referred to as "Triggering Conditions"), that additional restrictions on water use will need to be immediately implemented, including denying new and additional water service connections for projects that do not participate in a water demand offset program, while the water shortage emergency conditions continue to exist, in order to protect the health, safety and welfare of the citizens of the City of Arroyo Grande; and

**WHEREAS**, the City Council desires to provide that such a water demand offset program provide for water savings that offsets a development project's water demand by a ratio of 1:1.5 and finds and determines that requiring an offset of estimated water demand in a ratio somewhat higher than estimated use is prudent and appropriate since water demand varies and is always being based upon estimates and therefore future demand could potentially be underestimated, water savings fixtures lose efficiency with wear and tear over time, and water savings devices may be removed by property owners.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Arroyo Grande does resolve, declare, determine, and order as follows

**SECTION 1.** The foregoing Recitals are true and correct and are incorporated herein.

**SECTION 2.** The City Council hereby finds and determines that failure to adopt and impose additional restrictions on water use and deny new or additional water service connections, as set forth herein, would place the community in a condition that is dangerous to the health and safety of its citizens, due to the severe impact on the City's water supply if it is determined that specified water supply conditions exist.

Based upon this determination, the City Council hereby adopts the attached amended Exhibit A, which amends Exhibit A of Resolution 4659, and is attached hereto and incorporated herein by reference. The amended Exhibit A sets forth the Triggering Conditions that, when the specified water supply conditions have been determined to exist, will result in the imposition of additional restrictions on water use and denial of new or additional water service connections for projects that do not participate in a water demand offset program, until it has been determined that the water shortage emergency conditions no longer exist and as otherwise set forth in Exhibit A, in order to protect the health, safety and welfare of the citizens of the City of Arroyo Grande (for

**RESOLUTION NO.**  
**PAGE 3**

purposes of convenience these additional restrictions shall be referred to as "Stage 1B").

**SECTION 3.** All other water conservation rules, regulations, restrictions, definitions, enforcement procedures, violation provisions and appeal procedures, including but not limited to those contained in Arroyo Grande Municipal Code Section 13.05.030, shall remain in full force and effect.

**SECTION 4.** The adoption of this Resolution amending Exhibit A to Resolution 4659 is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources.)

**SECTION 5.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such determination shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid without regard to whether any portion of the Resolution would be subsequently declared invalid or unconstitutional.

**SECTION 6.** The restrictions and regulations adopted by Resolution 4659, and as amended herein, shall remain in effect for the duration of the Stage 1 Water Shortage Emergency, and until rescinded or modified by the City Council. This Resolution shall be effective immediately upon its adoption.

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

**AYES:**

**NOES:**

**ABSENT:**

the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of November, 2016.

**RESOLUTION NO.  
PAGE 4**

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**JIM HILL, MAYOR**

**ATTEST:**

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**KELLY WETMORE, CITY CLERK**

**APPROVED AS TO CONTENT:**

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**ROBERT MCFALL, INTERIM CITY MANAGER**

**APPROVED AS TO FORM:**

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**HEATHER K. WHITHAM, CITY ATTORNEY**

**EXHIBIT "A"**

**CITY OF ARROYO GRANDE RESOLUTION \_\_\_\_\_**

**RESOLUTION \_\_\_\_\_ AMENDING EXHIBIT A OF RESOLUTION 4659, WHICH DECLARED A STAGE 1 WATER SHORTAGE EMERGENCY, RELATING TO ADDITIONAL STAGE 1B RESTRICTIONS IF CERTAIN SPECIFIED WATER SUPPLY CONDITIONS ("TRIGGERING CONDITIONS") ARE DETERMINED TO EXIST**

**A. ASSIGNMENT OF BASELINE WATER AMOUNT BASED UPON HISTORICAL USE**

All residential customers and commercial customers with irrigation meters will be assigned a Baseline Water Amount based upon their Historical Use, as further set forth herein. Except when adjusted in accordance with the provisions contained in Arroyo Grande Municipal Code Section 13.07.070 A or B, the Baseline Water Amount shall be based upon the amount of water used during the same billing period of the previous year prior to the adoption of Resolution 4659.

**B. COMMERCIAL CUSTOMERS**

All commercial customers with irrigation meter accounts shall reduce water use by 50% from the amount of usage of the assigned Baseline Water Amount. Failure to reduce water use by this required percentage shall result in the imposition of the mandatory financial penalties contained in Subsection D, herein.

**C. REQUIRED RESIDENTIAL CUSTOMER WATER REDUCTIONS**

1. Except for customers whose bi-monthly Baseline Water Amount is 10 units or less, residential customers in Tier 1 (bi-monthly usage of 0 to 18 units) shall be required to reduce consumption by 10% from the amount of usage of the assigned Baseline Water Amount. Customers whose bi-monthly use is 10 units or less shall not increase their usage above the amount of their assigned Baseline Water Amount.
2. All residential customers in Tier 2 (bi-monthly usage of 19 to 36 units) shall be required to reduce consumption by 20% from the amount of usage of the assigned Baseline Water Amount.
3. All residential Customers in Tier 3 (bi-monthly usage of 37 units or more) shall be required to reduce consumption 30% from the amount of usage of the assigned Baseline Water Amount.

Failure to reduce water use by the required percentage shall result in the imposition of the mandatory financial penalties contained in Subsection D, herein. No penalties shall be imposed on customers whose bi-monthly Baseline Water Amount is 10 units or less.

In accordance with Arroyo Grande Municipal Code Section 13.07.030, the City Council, may by resolution, increase the required percentage of reduction if it deems it necessary in order to achieve the projected amount of water savings established as necessary.

#### D. MANDATORY FINANCIAL PENALTIES

The purpose of the mandatory penalties assessed pursuant to this resolution is to assure compliance by the customer through the imposition of increasingly significant penalties so as to create a meaningful incentive to reduce water use. In acknowledgment of the fact that the City's water is scarce and irreplaceable commodity, the intent is to equitably distribute that commodity among Water Department customers and to assure that, to the extent feasible, City water is conserved and used only for purposes deemed necessary for public health and safety. Accordingly, the mandatory penalties contained herein are not to be construed as creating a "water pricing" structure pursuant to which customers may elect to pay for additional water at significantly higher rates.

For purposes of determining the number of violations (i.e. First Violation, Second Violation, etc.) that result in escalating monetary penalties, violations occurring prior to the effective date of Resolution 4756, amending the penalty provisions contained herein, shall not be considered.

The following mandatory financial penalties will be levied on all water users who fail to reduce consumption in the percentages required in Subsections B and C herein, provided that no penalties shall be levied on customers whose bi-monthly Baseline Water Amount is 10 units or less:

First Violation: Written notice of violation and opportunity to correct violation.

Second Violation: The City shall impose a penalty of \$50. Written notice shall be given to the owner by certified mail. The penalty will be billed to the customer on the regular water bill.

Third Violation: A penalty of \$100. Written notice shall be given to the owner by certified mail. The fine will be billed to the customer on the regular water bill.

Subsequent Violations: In addition to a penalty of \$200, continued violations may be subject to referral to the City Attorney for appropriate action, including but not limited to prosecution under

the Arroyo Grande Municipal Code, as well as possible discontinuance of service.

Failure to pay: The City may discontinue water service to any customer who fails to pay penalties billed on the regular water bill. Service will be restored upon full payment of all outstanding balances and reconnection charges. A delinquent bill shall also be increased by penalty of ten (10) percent of the amount of delinquency.

Customers who incur penalties may have them waived by attending a minimum two hour session of Water Conservation School, which will be conducted by the City of Arroyo Grande. The option to have penalties waived by attending Water School shall be available only one time for any customer who has incurred their first monetary penalty under the provisions contained herein.

The foregoing penalties may also be modified or amended by the City Council as deemed necessary and appropriate based upon a determination of the severity of the Water Shortage Emergency.

E. ADDITIONAL STAGE 1B RESTRICTIONS IF SPECIFIED WATER SUPPLY CONDITIONS ("TRIGGERING CONDITIONS") ARE DETERMINED TO EXIST

1. The purpose of this Section is to establish that if any one of the following water supply Triggering Conditions are determined to exist, the additional water use restrictions contained herein shall immediately be imposed (for purposes of convenience these additional restrictions shall be referred to as "Stage 1B"):

- a. The interruption of local water deliveries, the water delivery system or additional State mandated reductions in water use.
- b. The water level at the Lopez Reservoir is at or below 10,000 acre feet.
- c. There have been six quarterly continuous events of sentry well level readings in the Santa Maria Ground Water Basin below the deep well index trigger level of 7.5 feet, in conjunction with Lopez supply reductions of 20%, or indications of sea water intrusion are detected.

In the event that any of the foregoing Triggering Conditions are determined to exist, the Public Works Director and City Manager shall Certify to its existence, immediately notify the City Council of such determination, post the Certification of the existence of the condition on the City website, and make additional notifications to alert the public that the additional Stage 1B restrictions contained herein are being implemented.

2. Upon Certification that a Triggering Condition exists, the following additional Stage 1B regulations and restrictions shall immediately apply:

a. Washing of private vehicles shall be prohibited except at commercial car wash facilities.

b. Irrigation of City-owned non-sports field turf areas shall be reduced to 25% of the water used for such irrigation in 2015.

c. The Required Residential Customer Water Reductions set forth in Section C, above, shall be increased by five (5) percent for each of the three water rate Tiers.

d. There shall be no new or additional water connections for any project that does not have a building permit at the time of the Certification that a Triggering Condition exists. Notwithstanding this restriction, development projects may continue to be processed, however, no new building permits shall be issued.

e. The restriction on new or additional water connections shall not apply to any project that participates in the City's approved water demand offset program by providing water savings that offset their project's water demand by a ratio of 1: 1.5. This shall be determined on a case-by-case basis by City staff, and can be achieved through payment of the City's Water Neutralization Fee, combined with either 1) the purchase of new permanent water supply through an approved contract, and/or 2) the retrofit of off-site facilities by use of allowed conservation measures derived from the table below, the installation of which is certified by the Public Works Department. In addition, onsite development must include all applicable water efficiency measures and requirements. Smaller projects, of less than four residential units or less than 5,000 sq. feet of commercial space, may have the option of achieving the required ratio by paying fees, which fees may be established by resolution of the City Council after following applicable procedures for establishing such fees.

<b>Eligible Conservation Measure</b>	<b>Estimated Cost</b>	<b>Offset Potential</b>	<b>References</b>
Air-cooled Ice Machine	\$10,000 (10 units)	Approximately 100 gallons per 100 pounds of ice	<a href="http://www.ocwatersmart.com/ice">http://www.ocwatersmart.com/ice</a>
Soil Moisture Sensor	\$1,750 (50 units)	Up to 20% of current irrigation demand	<a href="http://socalwatersmart.com/commercial/?page_id=4865">http://socalwatersmart.com/commercial/?page_id=4865</a>
Water Efficient Commercial Washing Machine	\$6,000 (30 units)	15,000 - 30,000 gallons per year per unit depending on use  25-40% average annual savings	<a href="http://www.ebmud.com/water-and-drought/conservation-and-rebates/commercial/rebates/commercial-clothes-washer-rebates/">http://www.ebmud.com/water-and-drought/conservation-and-rebates/commercial/rebates/commercial-clothes-washer-rebates/</a>

Eligible Conservation Measure	Estimated Cost	Offset Potential	References
Greywater Can be used for: 1. Laundry <b>(no building permit required)</b> 2. Shower <b>(building permit required)</b> 3. Bathroom Sink <b>(building permit required)</b>	\$4,500 (30 connections)	Savings potential of approximately 17 gallons per person per day.  Average of 14,500 gallons saved per household per year	<a href="http://www.valleywater.org/GraywaterRebate.aspx">http://www.valleywater.org/GraywaterRebate.aspx</a> <a href="http://www.soquelcreekwater.org/conserving-water/rebates/graywater-landscape">http://www.soquelcreekwater.org/conserving-water/rebates/graywater-landscape</a> <a href="http://greywateraction.org/wp-content/uploads/2014/12/GW_Study_revised-2013.pdf">http://greywateraction.org/wp-content/uploads/2014/12/GW_Study_revised-2013.pdf</a>
Rain Barrel	\$5,000 (100 units)	623 gallons per inch of rain per 1,000 sqft of roof.  Harvested Water (Gal) = Catchment Area (sqft) X Rainfall Depth (inch) X Conversion Factor (0.623)	<a href="http://www.socalwatersmart.com/qualifyingproducts/rain-barrels/">http://www.socalwatersmart.com/qualifyingproducts/rain-barrels/</a>
Water Efficient Commercial Dishwasher	\$10,000 (10 units)	60,000 - 100,000 gallons per year per unit depending on use  25% average annual savings	<a href="http://www.montereywaterinfo.org/NonResidential.html">http://www.montereywaterinfo.org/NonResidential.html</a>  <a href="http://www.allianceforwaterefficiency.org/commercial_dishwash_intro.aspx">http://www.allianceforwaterefficiency.org/commercial_dishwash_intro.aspx</a>
Turf Replacement	\$4.75 SF	18 gallons per year per square foot of turf removed	

3. The foregoing Stage 1B additional regulations and restrictions contained in this Section shall no longer apply upon Certification by the Public Works Director and the City Manager that the water level at the Lopez Reservoir is at or above 15,000 acre feet and none of the other Triggering Conditions exist, or upon a determination by the City Council that these additional water use regulations and restrictions are no longer necessary to protect the City's water supply.



CITY OF  
**ARROYO GRANDE**  
CALIFORNIA

Current resident  
Arroyo Grande, CA 93420

### Stage 1 Water Emergency: 2016 Update

Dear Valued Water Customer,

Thank you for your continued conservation of water as we face one of the worst droughts in recent history. At the August 23, 2016, Arroyo Grande City Council meeting, the Council recognized that many customers have achieved the goal of reducing their consumption. To show appreciation, the City Council approved a resetting of all account history regarding warning and penalty events for each customer to zero (providing all customers a fresh start) effective September 4, 2016. The drought is still a critical issue and continued conservation is very important due to the low levels of water at Lake Lopez. The Stage 1 Water emergency and approved mandatory water conservation measure is an ongoing effort that is in effect until the City Council ends this measure.

As a reminder, your maximum allowable usage in water units is shown below:

Account Number:

Future Billing Dates <sup>1</sup>	Baseline Historic Usage from 2014 in Units <sup>2</sup>	Maximum Allowable Usage in Water Units <sup>3</sup>
January	18	17
February	-	-
March	17	16
April	-	-
May	22	18
June	-	-
July	21	17
August	-	-
September	23	19
October	-	-
November	18	17
December	-	-

1 - Water meters are read every-other month; therefore, the bill you receive on the 3<sup>rd</sup> of the billing month will reflect usage from the previous two months.

2 - Units: one unit of consumption equals 100 cubic feet or 748 gallons of water.

3 - Based on historic 2014 usage. This is the customer's maximum water usage without incurring a penalty. Users are encouraged to use less than the maximum allowed.

**Please retain this letter as an easy reference to review when you receive your future billings.**

**Do I Really Have to Reduce My Water Usage?**

Yes. Tier 0 water customers are not required to reduce water usage, but reductions are encouraged. Tier 1 through 3 water users are required to reduce consumption to less than or equal to your maximum allowable water usage. Water usage in excess of your maximum allowable water usage will result in a monetary penalty. Compliance and working together to reduce water consumption is in everyone’s best interest.

**What does a Stage 1 Water Emergency Mean?**

A Stage 1 Water Emergency means we all need to reduce the amount of water we use. The three main components of this emergency include: 1) Baseline water amount based on 2014 use is assigned to each residential customer; 2) residential customers are required to reduce consumption by a certain percentage (see table below); and 3) enforcement provisions that include increasingly significant financial penalties to ensure that the scarce and irreplaceable commodity of water is equitably distributed and is conserved.

Category	Usage Range (Units)	Reduction Percentage
Tier 0	0 – 9	0%
Tier 1	10 – 18	10%
Tier 2	19 – 36	20%
Tier 3	More than 36	30%

**What are the Overallotment Penalty Events?**

The Arroyo Grande Municipal Code provides that the Stage 1 Water Shortage Emergency includes provisions for the imposition of mandatory penalties. The following mandatory financial penalties will be levied on all water users who fail to reduce consumption in the percentages required:

- First Overallotment penalty: Written notice of violation
- Second Overallotment penalty: \$ 50
- Third Overallotment penalty: \$ 100
- Subsequent \$ 200

Customers who incur penalties may receive a \$50.00 credit by attending a minimum two-hour session of Water Conservation School. The option to have penalties waived by attending Water Conservation School is available only one-time for any customer who has incurred penalties. To register for water school please visit <http://www.arroyogrande.org/562/Water-School-Registration>.

**Need Help Saving Water?**

The City of Arroyo Grande has several programs, including water audits, which can help you conserve water. For information on the City’s programs and tips on how to save water please visit [www.thinkh2onow.com](http://www.thinkh2onow.com) or call the City’s Water Conservation Hotline at (805) 473-5487.



**My Historic Water Usage Doesn’t Reflect My Water Needs. How Do I Change My Baseline?**

For unusual circumstances, the Arroyo Grande Municipal Code Section contains procedures for adjustments of the baseline. If you would like more information regarding the adjustment procedure, please call the Water Conservation Hotline at (805) 473-5487 or visit the City’s website at [www.arroyogrande.org/148/water-conservation](http://www.arroyogrande.org/148/water-conservation) for further instructions.

**Want to Learn More?**

- Water Reduction Tips: [www.thinkh2onow.com](http://www.thinkh2onow.com)
- Stage 1 Water Shortage Emergency: [www.arroyogrande.org/148/water-conservation](http://www.arroyogrande.org/148/water-conservation)

Thank you for your participation in helping conserve water. Your actions today will sustain our community through one of the worst droughts in California history.

Sincerely,

City of Arroyo Grande  
Department of Administrative Services

**ATTACHMENT 2 DEVELOPMENT QUEUE**

**Planning Permits**

<b>Permit No.</b>	<b>Address</b>	<b>Description</b>	<b>Status</b>
VTTM 16-002/CUP 16-	382 S. Halcyon Road	19 lot multifamily residential	Incomplete
TPM 16-001	330 S. Halcyon Road	3 lot mixed-use subdivision	Incomplete
CUP 16-005	1495 El Camino Real	2 unit mixed-use development	Incomplete
TPM 14-001	383 Alder Street	4 lot single family subdivision	Incomplete
SP 15-001	E. Cherry Ave/Traffic	Cherry Ave. Specific Plan	In Process
	1177 Ash Street	4 lot multifamily subdivision	In Process
	Corbett Canyon Road	11 lot single family subdivision	In Process
CUP 16-003	227 S. Halcyon Road	Office and 2 residential units	In Process
VTTM 16-001	Rodeo/Grace Lane	7 lot single family subdivision	In Process
ACUP 15-001	Oak Park/James Way	70 room assisted living and	Approved
PPR 15-013	159 Brisco Road	4 multifamily residential units	Approved
CUP 15-009	995 E. Grand Avenue	Warehouse Storage Building	Approved
PPR 15-017	Paulding Circle	2 mixed use buildings	Approved
TPM 15-002/PUD 15-	189 Brisco Road	4 lot multifamily residential	Approved
CUP 15-007	325 E. Branch Street	54 room hotel	Approved
VTTM 01-001	La Canada	Tract 1998 - 15 lot single family	Approved
ARCH 16-015	1029 Ash Street	Lot 7 Architectural Review	Map Finald
ARCH 16-014	1029 Ash Street	Lot 4 Architectural Review	Map Finald
ARCH 16-012	Cherry Creek	Lot 23 Architectural Review	Map Finald
ARCH 16-011	Cherry Creek	Lot 25 Architectural Review	Map Finald
ARCH 16-010	1029 Ash Street	Lot 1 Architectural Review	Map Finald
GPA 14-001	Heights at Vista Del	22 lot single family subdivision	Map Finald

\*\*\*Yellow highlighting denotes vesting map or development agreement

**Building Permits**

<b>Permit No.</b>	<b>Address</b>	<b>Description</b>	<b>Status</b>
BLD 16-000152	850 Fair Oaks	45,000 sq. ft. medical office	Plan Check
BLD 16-000522	306 Short Street	Single family residence with	Plan Check
BLD 16-000333	314 Short Street	Single family residence with	Plan Check
BLD 16-000211	1517 Elderberry	New single family residence	Plan Check
BLD 16-000435	1516 Elderberry	New single family residence	Plan Check
BLD 16-000466	1525 Elderberry	New single family residence	Plan Check
BLD 16-000467	1561 Elderberry	New single family residence	Plan Check
BLD 16-000468	1555 Elderberry	New single family residence	Plan Check
BLD 16-000469	1524 Elderberry	New single family residence	Plan Check
BLD 16-000470	1551 Elderberry	New single family residence	Plan Check
BLD 16-000471	1559 Elderberry	New single family residence	Plan Check
BLD 16-000472	1529 Elderberry	New single family residence	Plan Check

BLD 16-000473	1563 Elderberry	New single family residence	Plan Check
BLD 16-000474	1521 Elderberry	New single family residence	Plan Check
BLD 16-000475	1543 Elderberry	New single family residence	Plan Check
BLD 16-000476	1537 Elderberry	New single family residence	Plan Check
BLD 16-000477	1510 Elderberry	New single family residence	Plan Check
BLD 16-000478	1533 Elderberry	New single family residence	Plan Check
BLD 16-000479	1515 Elderberry	New single family residence	Plan Check
BLD 16-000486	1578 Elderberry	New single family residence	Plan Check
BLD 16-000487	1530 Elderberry	New single family residence	Plan Check
BLD 16-000488	1501 Elderberry	New single family residence	Plan Check
BLD 16-000489	1593 Elderberry	New single family residence	Plan Check
BLD 16-000490	1550 Elderberry	New single family residence	Plan Check
BLD 16-000491	1590 Elderberry	New single family residence	Plan Check
BLD 16-000492	1586 Elderberry	New single family residence	Plan Check
BLD 16-000493	1568 Elderberry	New single family residence	Plan Check
BLD 16-000494	1598 Elderberry	New single family residence	Plan Check
BLD 16-000495	1572 Elderberry	New single family residence	Plan Check
BLD 16-000496	1560 Elderberry	New single family residence	Plan Check
BLD 16-000497	1558 Elderberry	New single family residence	Plan Check
BLD 16-000499	1502 Elderberry	New single family residence	Plan Check
BLD 16-000500	1511 Elderberry	New single family residence	Plan Check
BLD 16-000501	1509 Elderberry	New single family residence	Plan Check
BLD 16-000502	1506 Elderberry	New single family residence	Plan Check
BLD 16-000503	1589 Elderberry	New single family residence	Plan Check
BLD 16-000319	300 Via Las Aguilas	New single family residence	Plan Check
BLD 16-000276	312 Myrtle Drive	New single family residence	Plan Check
BLD 16-000201	567 Crown Hill	Single family dwelling with	Plan Check
BLD 15-000366	145 Ralph Beck Lane	New single family residence	Plan Check
BLD 15-000073	701 White Court	Single family dwelling with	Plan Check
BLD 15-000074	711 White Court	Single family dwelling with	Plan Check
BLD 15-000387	196 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000370	180 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000368	150 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000371	136 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000367	122 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000375	104 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000374	127 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000376	111 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000372	195 Ralph Beck Lane	New Single family residence	Issued; under construction
BLD 15-000369	168 Ralph Beck Lane	New Single family residence	Issued; no inspections
BLD 14-000346	534 Callie Cuervo	New single family residence	Issued; no inspections
***Yellow highlighting denotes vesting map or development agreement			

Water Shortage Emergency Stages of Action Summary Table - DRAFT

Proposed Stage	Potential Supply Conditions	% Supply Reduction Range	Water Use Reduction Measure Options	Water Use Restriction Option Category	Category Criteria	Water Use	Water Use	
						Reduction Target	Savings as % of City Demand	
None			Chapter 13.05 AGMC	All		0%		
1	- Lopez Reservoir <15,000 AF in storage; and/or - 6 quarterly continuous events of sentry well level readings below the deep well index trigger level of 7.5 feet; and/or - Mandatory SWRCB water use reduction	0-10%	Dedicated Irrigation Water Use Restrictions (Chapter 13.07.050-13.07.060 AGMC)	Dedicated Irrigation	Any units	25%	0-10%	
			Household Water Use Allocation Restrictions (Chapter 13.07.030.A AGMC)	Residential "Tier 0"	0-10 units	0%		
				Residential Tier 1	11-18 units	10%		
				Residential Tier 2	19-36 units	20%		
				Residential Tier 3	37 + units	30%		
2	- Lopez Reservoir <10,000 AF in storage; and/or - 6 quarterly continuous events of sentry well level readings below the deep well index trigger level of 7.5 feet; and/or - Mandatory SWRCB water use reduction	11-35%	Dedicated Irrigation Water Use Restrictions (Chapter 13.07.050-13.07.060 AGMC)	Dedicated Irrigation	Any units	50%	11-35%	
			Household Water Use Allocation Restrictions (Chapter 13.07.030.B AGMC)	Residential "Tier 0"	0-10 units	0%		
				Residential Tier 1	11-18 units	15%		
				Residential Tier 2	19-36 units	25%		
				Residential Tier 3	37 + units	35%		
				Additional Water Use Allocation Restrictions	No private vehicle washing	All		N/A
					One day per week outdoor watering for residential properties	All		N/A
					Building restrictions	All		N/A
3	- Lopez Reservoir <5,000 AF in storage; and/or - SMGB seawater intrusion; and/or - Catastrophic or emergency supply interruption	>36%, 50% & >50%	Dedicated Irrigation Water Use Restrictions (Chapter 13.07.050-13.07.060 AGMC)	Dedicated Irrigation	Any Units	100%	>36%, 50% & >50%	
			Chapter 13.07.030.C AGMC	Residential	0-10 units	50%		
					11-22 units	50%		
					23-33 units	50%		

ATTACHMENT 4

Eligible Conservation Measure/Retrofit Options for City Water Off-set Program

Eligible Conservation Measure	Estimated Cost	Offset Potential	References
Air-cooled Ice Machine	\$10,000 (10 units)	Approximately 100 gallons per 100 pounds of ice	<a href="http://www.ocwatersmart.com/ice">http://www.ocwatersmart.com/ice</a>
Soil Moisture Sensor	\$1,750 (50 units)	Up to 20% of current irrigation demand	<a href="http://socialwatersmart.com/commercial/?page_id=4865">http://socialwatersmart.com/commercial/?page_id=4865</a>
Water Efficient Commercial Washing Machine	\$6,000 (30 units)	15,000 - 30,000 gallons per year per unit depending on use 25-40% average annual savings	<a href="http://www.ebmud.com/water-and-drought/conservation-and-rebates/commercial/rebates/commercial-clothes-washer-rebates/">http://www.ebmud.com/water-and-drought/conservation-and-rebates/commercial/rebates/commercial-clothes-washer-rebates/</a>
Greywater Can be used for: 1. Laundry <b>(no building permit required)</b> 2. Shower <b>(building permit required)</b> 3. Bathroom Sink <b>(building permit required)</b>	\$4,500 (30 connections)	Savings potential of approximately 17 gallons per person per day.  Average of 14,500 gallons saved per household per year	<a href="http://www.valleywater.org/GraywaterRebate.aspx">http://www.valleywater.org/GraywaterRebate.aspx</a> <a href="http://www.soquelcreekwater.org/conserving-water/rebates/graywater-landscape">http://www.soquelcreekwater.org/conserving-water/rebates/graywater-landscape</a> <a href="http://greywateraction.org/wp-content/uploads/2014/12/GW_Study_revised-2013.pdf">http://greywateraction.org/wp-content/uploads/2014/12/GW_Study_revised-2013.pdf</a>
Rain Barrel	\$5,000 (100 units)	623 gallons per inch of rain per 1,000 sqft of roof. Harvested Water (Gal) = Catchment Area (sqft) X Rainfall Depth (inch) X Conversion Factor (0.623)	<a href="http://www.socialwatersmart.com/qualifyingproducts/rain-barrels/">http://www.socialwatersmart.com/qualifyingproducts/rain-barrels/</a>
Water Efficient Commercial Dishwasher	\$10,000 (10 units)	60,000 - 100,000 gallons per year per unit depending on use 25% average annual savings	<a href="http://www.montereywaterinfo.org/NonResidential.html">http://www.montereywaterinfo.org/NonResidential.html</a> <a href="http://www.allianceforwaterefficiency.org/commercial_dishwash_intro.aspx">http://www.allianceforwaterefficiency.org/commercial_dishwash_intro.aspx</a>
Turf Replacement	\$4.75 SF	18 gallons per year per square foot of turf removed	



**MEMORANDUM**

**TO: CITY COUNCIL**

**FROM: TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: SUPPLEMENTAL INFORMATION  
AGENDA ITEM 10.b. – NOVEMBER 22, 2016 CITY COUNCIL MEETING  
CONSIDERATION OF A RESOLUTION TO AMEND THE STAGE 1  
WATER SHORTAGE EMERGENCY PROVISIONS TO IMPLEMENT  
ADDITIONAL RESTRICTIONS INCLUDING THE PROHIBITION OF NEW  
WATER CONNECTIONS WHEN SPECIFIED WATER CONDITIONS ARE  
DETERMINED TO EXIST**

**DATE: NOVEMBER 21, 2016**

Attached is correspondence received today regarding the above referenced agenda item.

cc: City Manager  
City Attorney  
City Clerk  
Public Review Binder

RECEIVED

NOV 21 2016

ARROYO GRANDE  
CITY CLERK

Arroyo Grande City Council

Re: Resolution to amend Stage 1 water shortage emergency provisions / water connection moratorium

Proposed Water Connection Moratorium is Not Fair to Infill Lot Owners

We respectfully request that the Council give exemption consideration to existing infill lot owners wishing to build single family homes for personal occupancy.

We feel the hook-up moratorium should exempt infill lots for the following reasons:

- 1) Infill lots produce permit fees like subdivisions, but with little environmental impact.
- 2) Infill development does not require new City infrastructure such as water, sewer, storm drains, streets, sidewalks, all of which are expensive for the City to maintain.
- 3) Infill use does not destroy farmland, open space or impact existing view-sheds.
- 4) Infill use increases property tax revenue to the City, just like subdivisions.
- 5) Exempting the remaining infill lots within the City would have a negligible impact upon our water sources versus new subdivisions.

Owners of infill lots have paid taxes on them, in some cases for many years. These taxes have gone to support many City services. Consideration should be given to owners who have paid taxes on their infill lots.

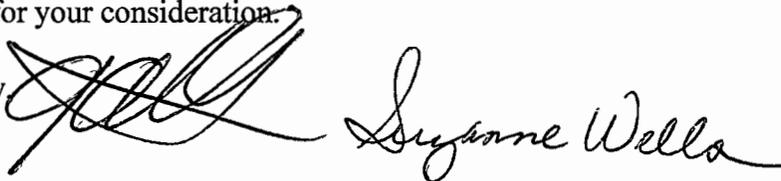
Consideration should be made to exempt the moratorium for those individuals intending to occupy their new single-family residences on infill lots, versus those developing for speculative purposes.

For example, we pay nearly \$400.00 a month in taxes for our vacant lot. We need a home for our family; a water hook-up is a necessity, not a means for profit-making. We cannot afford to buy another house if we are unable to build on our own parcel. Nor can we afford to pay \$2,500 a month to rent a home for an indeterminate amount of time.

Exempting existing infill lots allows some new home construction to continue without the additional heavy impact on our water sources which is created by new subdivisions.

Thank you for your consideration.

Respectfully,



Gary & Suzanne Wells  
151 Ridgeview Way  
Arroyo Grande, Ca 93420  
(805) 929-5966; gswells2@gmail.com

BELLE MER DEVELOPMENTS, LLC

998 Huston Street, Suite C  
Grover Beach, CA 93433

RECEIVED  
NOV 21 2016  
ARROYO GRANDE  
CITY CLERK

November 21, 2016

City of Arroyo Grande  
City Clerk  
300 E. Branch Street  
Arroyo Grande, CA 93420

RE: City Council Hearing November 22, 2016; Building Moratorium Pending Resolution and; Request to have letter to be placed on the record.

Dear Mayor, Council Members and Staff;

This letter supplements the letter submitted to City Council on October 25, 2016, oral comments made at previous hearings and in opposition to the November 22, 2016 proposed Stage 1B Building Moratorium Resolution. We request this letter be given to all Council Members and staff prior to the November 22<sup>nd</sup> Council Hearing and to be included on the record. We further request that this matter be continued so you can consider the comments contained herein and oral presentation made at the hearing.

Belle Mer Developments, LLC is the property owner and developer of Tract 3054, a small infill residential project, located on Ash Street in Arroyo Grande. Belle Mer purchased the property and entitlements for 7 residential lots from the prior developer closing on July 1, 2016 after the final map was recorded on June 6, 2016. The Improvement Agreement for the final map was assigned to Belle Mer by Council and Belle Mer posted the required security to construct public and private infrastructure, such as road, utilities and streetscape improvements and to abandon a water well on the property. The Bureau of Real Estate issued a Final Subdivision Public Report for the project on June 10, 2016.

Belle Mer requests that the Stage 1B Emergency Resolution and Building Moratorium be based on facts and considerations such as advanced stage of entitlement or development, investment, a direct nexus of the impact and the development mitigation measures posed and other reasons as stated below.

## 1. Resolution is Not Consistent with Surrounding Cities

The staff report prepared for the City Council hearing on October 11<sup>th</sup> recommended adopting Building Restrictions (Moratorium). At page 10 of the report the first recommendation was to allow “Existing planning permit applications deemed complete as of the date of a Resolution imposing the building moratorium would be processed and building permits issued for those projects.” We understood this to mean that development projects wherein the applications were deemed complete could proceed through to the issuance of building permits. Under this recommendation, Tract 3054 would be allowed to proceed to completion.

In drafting their recommendation above staff referred to Pismo Beach and San Luis Obispo’s recent adoption of Stage One Building restrictions and likened their recommendation on those.

However, at the October 11<sup>th</sup> hearing the Council deviated **substantially and arbitrarily** from the recommendations of staff and policies of neighboring Cities with regard to a building moratorium by proposing a resolution which only allowed those with a “Vested Tentative Map” to proceed. This is not a limitation contained in neighboring cities Stage One Building restrictions.

The difference between the recommendation of being allowed to continue to completion as being when the “application is deemed complete” and as opposed to what was approved “vested tentative map” removes all consideration for those small projects that were approved several years ago with a recorded final map and substantial investments made.

The staff memorandum report for the November 22<sup>nd</sup> hearing again does not address those projects with a final map. In fact attachment 2 of the report does not list Tract 3054 as a project with a final map. The only reference are the 3 lots in Architectural Review. How can a true water demand or project assessment be made without such crucial facts?

The map application for Tract 3054 was submitted and staff deemed it complete over two years ago, the Planning Commission approved the tentative map and conditions over a year and a half ago and the final map was approved by Council and recorded over three months ago. The property owner entered into an Improvement Agreement with the City in July of 2016 and posted security for the completion of the public improvements which it is obligated to complete in one year. Improvement plans have been prepared and approved, substantial fees have been paid, subdivided property tax increases are in effect, significant costs for building plans, reports and studies have been incurred and loans for construction are in place accruing interest each day. As of this writing the property owner has invested over one and a half million dollars, significantly more time and investment than an approved vesting tentative map of equal density and size.

## **2. All Projects Should Be Treated Equally**

The City Attorney states the City is adopting the building moratorium and other restrictions pursuant to California Water Code Chapter Three entitled "Water Shortage Emergencies" (350-359) not under its police powers under the Subdivision Map Act or its own Municipal Code. By the Water Codes very language this code states a health and safety emergency certainly giving the City authority to impair vested rights that are acquired by vesting tentative maps (See Government Code section 65858). As such if the City declares a Stage 1B water shortage emergency no preference should be given to those tentative maps with the word vested stamped on them. A more equitable approach would be to assess those projects that have advanced through the process to a point that the development has received final approval and developer has invested substantial time and money. To do otherwise as proposed in the resolution would be unequitable and selective. And certainly cause great hardship to a property owner in a late stage of development.

## **3. Property Owner has a Common Law Vested Right to Proceed**

In California vested rights may be obtained under the common law if the party performed substantial work and incurred substantial liabilities in good faith reliance on the government approval or action. Belle Mer has a reasonable good-faith belief that the development would continue, they have performed work and incurred substantial liabilities in reliance on completing the seven lot residential project to include building permits. Belle Mer is obligated to complete the offsite improvements for the project by July of 2017 and is liable for the substantial construction lending in place which is due on or before August of 2017. If Belle Mer is stopped from completing the project through construction of the seven homes it will breach the aforementioned agreements and likely lose the investments made in the project.

The Council should also consider Gov. Code section 65961 which does provide protections to a final map for 5 years after the recordation of a final map. Case law has compared this language with that in Gov. Code conferring vested rights on a tentative map.

Belle Mer acted in good faith on the City actions in approving the final map for this tract and the principals of equitable estoppel should apply in this circumstance.

## **4. No Nexus to the Imposition of Building Moratorium or Alternative Measures on Projects with a Final Map.**

Staff in its October 11<sup>th</sup> findings determined that the projects currently approved would not have an impact on the current supply of water. These projects would account for less than 2% of the current water use and with a 1:1 offset of water mitigation the impact is neutral. This is a factual basis and analysis.

However, as directed by Council the November 22<sup>nd</sup> report and proposed resolution by staff not only included a complete building restriction but also included an alternative to the restriction on new water connections. Any project that participates in the City's offset program by providing water savings of a ratio of 1 to 1.5 (150%) can receive a building permit (new water connection). The report states that this can be achieved by a fee combined with either the purchase of a permanent water supply through an approved contract, an unfeasible option, or the retrofit of offsite facilities as determined by Public Works or a Third Party consultant. Neither of these options stated provide any certainty as to how to accomplish these measures or the cost to do so. The report cites that this more robust offset measure of 1:1.5 would eliminate potential of underestimation, wear and tear, or other water savings devices from being removed. However these are vague and ambiguous conclusions not supported by any findings or evidence. The City cannot require an offset that is more than the imposed impact if the basis is imprecise and speculative.

As such the nexus between the impact and mitigation of a full moratorium on building permits or a water offset of 1:1.5 for those projects with final discretionary approval has not been met.

#### **4. Building Moratorium Constitutes a Regulatory Taking of Property**

Council is proposing a Stage 1B Building Moratorium Resolution that restricts the issuance of a building permit on new residential development if one or more of the three triggering events happen. Such action is an extreme restriction on private property and constitutes a regulatory taking of property. Such action must be undertaken thoroughly and objectively with intense scrutiny.

Even a temporary regulation is not different in kind from a permanent. If the owner is deprived from the use of his property then the owner is entitled to compensation for the taking. Here there is an indefinite period that will prohibit Belle Mer from building the homes. Even if they have possession the land will not retain competitive market value and any future use is speculative.

One of the triggering events is that Lopez Lake has 10,000 acre feet of water or less. The only definitive stated triggering event to eliminate the Stage 1B moratorium is when Lopez Lake is has 15,000 acre feet of water. No estimates as to when that might occur or under what rainfall conditions. It could be six years or never.

Here, if the proposed Building Moratorium includes Tract 3504, the property owner's rights with the regard to the property's use and value are significantly impacted and the City's actions will impose serious liability concerns for the property owner. The action would simply render the property useless and worthless.

## **5. City Does Not Have Authority to Impose Building Moratorium on Final Maps if Project is Water Neutral.**

The City's statutory authority to adopt a building moratorium is set forth in Water Code section 350 et seq. and Government Code 65858. Both statutes have strict procedural steps and time lines that must be followed and findings must be based on substantial evidence.

Water Code section 350 allows a governing body of a distributor of a public water supply to declare a water shortage emergency condition only if it finds that ordinary demands and requirements of water cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation and fire protection. The City does not currently have any specific thresholds in place that clearly define triggers. It is clear from the October 11<sup>th</sup> hearing that Council, staff and the community are at odds as to what those triggering thresholds should include.

Government Code 65858 addresses interim measures to protect the public safety, health and welfare. This code limits the time and extensions that may be imposed through the measure. Most importantly, this Code section require that record be supported by substantial evidence that there is no feasible alternative to satisfactorily mitigate or avoid the impact identified as well or as better with a less burdensome or restrictive effect. A requirement that new construction have zero impact to the water supply by requiring 100% or more water offset mitigation is a feasible alternative to avoid all impact that new construction would have to the water supply.

Based on the October 11<sup>th</sup> staff report the review and analysis of the facts and data did not justifiably warrant a building moratorium on the current projects wherein the application had been deemed complete. In fact the report and findings concluded there are sufficient water resources to meet the anticipated buildout demand. These findings do not support the proposed building moratorium resolution before the Council.

### **Conclusion**

Belle Mer understands that Council and members of the community are concerned with the City's water supply. However, to impose a building moratorium or 150% water mitigation will have devastating outcomes for those who have invested and committed so much time, effort and money with no regard to their position in the development process at all, is not fair and will have devastating outcomes. Belle Mer's small infill project on Ash Street will provide much needed housing, abandon an agriculture well that used substantial water in the past, repair roads, cutters and complete sidewalks, underground overhead lines and create jobs. All desirable attributes for an older neighborhood.

We ask the City to defer to staffs October 11<sup>th</sup> recommendations which are supported by facts and data, a necessary element under both the Water Code and Government Code. And further we ask the Council to act within their discretion and allow advanced entitled projects other than those with a vesting tentative map to continue to completion and full

build out. If it does not, Belle Mer will suffer extreme undue hardship. It is our position that if the City does not give the same consideration to these projects it will be acting arbitrarily and in a discriminating and selective manner with regard which projects go forward. More reasonable options such as continuing to require new development to offset the water usage 100%, allowing those with final discretionary approval such as final maps to continue to completion of the entire project and stop taking new parcel or tentative map applications is a more feasible alternative and will not rise to the level of rendering property useless and worthless.

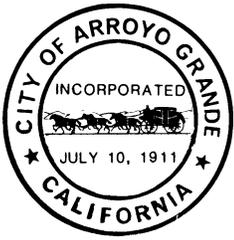
We request you take the above in consideration prior to approving a resolution. If you have any questions please contact me through counsel at 805-994-1841.

Belle Mer Developments, LLC

A handwritten signature in black ink, appearing to read 'Gary Axelsen', written over a horizontal line.

Gary Axelsen, Member

Cc: Pamela Denney, Esq.



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: TERESA MCCLISH, DIRECTOR OF COMMUNITY DEVELOPMENT**

**BY: NATE STONG, PROJECT ENGINEER, OMNI-MEANS**

**SUBJECT: CONSIDERATION OF STATUS OF THE BRISCO INTERCHANGE  
TEMPORARY CLOSURE**

**DATE: NOVEMBER 22, 2016**

### **RECOMMENDATION:**

It is recommended the City Council provide staff direction regarding the continued temporary closure of the Brisco Interchange northbound ramps for an additional six-months.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The cost of the test closure was originally estimated to be \$100,000. Costs to date are approximately \$110,000. Reopening the northbound ramps at Brisco Road is estimated to be \$12,000. The additional costs can be funded in the project budget. The Brisco Road-Halcyon Road/U.S. 101 Interchange project is part of the Critical Needs Action Plan.

### **BACKGROUND:**

The Brisco Road-Halcyon Road/U.S. 101 Interchange project has been underway since the late 1990s. Currently the project is in the Project Approval and Environmental Determination (PA&ED) phase with three project alternatives under review: Alternative 1, Alternative 4C Roundabout (RAB), and no-build. Caltrans returned comments on the project report in June, 2016. On July 26, 2016, the City Council approved and authorized the Mayor to execute Amendment No. 13 to the Consultant Services Agreement with Wood Rodgers, Inc. for the Brisco Interchange Project to prepare a noise study to support Alternative 1. The Draft Project Report has been revised to address Caltrans' comments and will be submitted to Caltrans by the end of November. It is anticipated that this will enable the draft environmental documents to be circulated for public review at the end of the year or in January 2017.

Alternative 1 includes the following improvements:

- Closes the northbound on and off-ramps at Brisco Road and US 101
- Completes intersection improvements at Camino Mercado and US 101
- Completes intersection improvements at Grand Ave and US 101
- Completes bridge widening on Grand Ave

**CITY COUNCIL  
CONSIDERATION OF STATUS REPORT FOR THE BRISCO INTERCHANGE  
TEMPORARY CLOSURE  
NOVEMBER 22, 2016  
PAGE 2**

Alternative 4C RAB includes the following improvements:

- Relocates the northbound ramps at Brisco to West Branch Street at Rodeo Drive
- Completes intersection improvements at Grace Lane and Rodeo Drive connecting Grace Lane to Rodeo Drive so that continuous vehicle traffic uses Grace Lane instead of Rodeo Drive.
- Completes intersection improvements at Grand Ave and US 101 realigning US 101 southbound on-ramp at Grand Avenue with the existing southbound off-ramp.
- Provides an auxiliary lane on US 101 from Brisco Road to Camino Mercado.

On September 8, 2015, the City Council approved a plan for an extended temporary closure in order to test the Alternative 1 option. The timeline of activities related to the ramp closure is as follows:

<b>Date</b>	<b>Activity</b>
• September 29, 2015	US 101 northbound on and off-ramps at Brisco Road closed.
• October 27, 2015	City Council extends closure termination date from December 7, 2015 to January 11, 2016.
• December 17, 2015	City Council revised the test ramp termination date until July 11, 2016 to allow additional time for presentation of the ramp closure study data and discussion by the community.
• February 23, 2016	City Council received the Brisco Ramp Closure Status Report.
• June 13, 2016	Caltrans authorized the Brisco Ramp Closure extension from July 11, 2016 to December 11, 2016. Caltrans has indicated the ramps may not remain closed until the start of construction for the Brisco Road-Halcyon Road/U.S. 101 Interchange project.
• October 13, 2016	City submitted rider application requesting time extension from December 11, 2016 to June 11, 2017.

**ANALYSIS OF ISSUES:**

On February 23, 2016, the City Council directed staff to determine the feasibility of keeping the Brisco on and off-ramps closed until the start of construction of the preferred alternative for the Brisco Road-Halcyon Road/U.S. 101 Interchange project. A request to keep the ramps closed until July 11, 2020 was submitted to Caltrans on May 6, 2016. Caltrans responded to this request on June 13, 2016, granting the request to keep the ramps closed until December 11, 2016. On June 24, 2016, Caltrans provided written direction that the ramps may not remain closed indefinitely.

**CITY COUNCIL  
CONSIDERATION OF STATUS REPORT FOR THE BRISCO INTERCHANGE  
TEMPORARY CLOSURE  
NOVEMBER 22, 2016  
PAGE 3**

The temporary closure of the ramps at Brisco Road has resulted in a redistribution of traffic and specifically an increased volume on the northbound off-ramp at E. Grand Avenue and queuing in the morning peak hours, which at times exceeds available storage of the ramp. Improvements designed for Alternative 1 are intended to mitigate this impact as discussed above.

Based on the fact that the closure of the northbound off-ramp has resulted in queuing at the northbound off-ramp to E. Grand Avenue, staff explored a revised closure plan that keeps the on-ramp closed and opens the off-ramp. The traffic impact of re-opening just the northbound off-ramp to Brisco Road has been analyzed and recommendations for changes in lane channelization and signal timing provided to accommodate this action. This closure plan may be acceptable to Caltrans as a short-term interim phase; however, comments to date indicate that it would be considered a "project" and require additional extensive environmental analysis and documentation. It is likely that this may significantly delay the project report.

An application requesting a time extension of the temporary closure for an additional six months (to June 11, 2017) has meanwhile been submitted to Caltrans for approval. As of the date of this report preparation, the City has not received a formal response to the request; however, Caltrans has indicated verbally that the permit may be extended to the requested date. Although the additional time would allow the City and Caltrans to discuss the options available and determine the most prudent path forward, Caltrans has determined that the ramps will not be able to remain closed until construction. As project construction funding is not available for four years, and especially since Measure J appears not to have passed, opportunities to move the project up are unlikely.

Should the Council direct staff to reopen both northbound ramps, it is estimated that it would take approximately four weeks to provide advance notice to the public, facilitate the coordination with Caltrans signal technicians and the City's contractor to remove the closure. In this case, the permit rider would allow for the additional time needed and the ramps would likely open by mid-December.

**ALTERNATIVES:**

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

- Direct staff to continue full closure until June 11, 2017;
- Direct staff to notify the public and re-open both northbound ramps; or
- Provide alternate direction to staff.

**ADVANTAGES:**

Leaving the ramps closed maintains the improved traffic operations on Brisco Road between El Camino Real and W. Branch Street, as compared to the pre-closure condition.

**CITY COUNCIL  
CONSIDERATION OF STATUS REPORT FOR THE BRISCO INTERCHANGE  
TEMPORARY CLOSURE  
NOVEMBER 22, 2016  
PAGE 4**

Caltrans has stated that closure of the ramps on a long-term basis (until construction of the Brisco Road Interchange project) is unacceptable without additional environmental review. The time extension would allow for further analysis and review of the alternatives by Caltrans and the City.

**DISADVANTAGES:**

Traffic volumes at adjacent northbound US 101 ramps have increased as a result of the closure, for example at the northbound off-ramp to E. Grand Avenue where queuing has been observed to exceed available storage, and at the Camino Mercado / northbound US 101 ramps intersection. Impacts associated with increased volumes at these intersections are intended to be mitigated with improvements as described earlier in this report for Alternative 1. However, these improvements are not currently in place, and therefore queuing is expected to remain an issue for the temporary closure.

**ENVIRONMENTAL REVIEW:**

This project is subject to both the California Environmental Review Act (CEQA) and National Environmental Policy Act (NEPA). The City is the lead agency for CEQA and an Initial Study Mitigated Negative Declaration has been prepared. Caltrans is the lead agency for NEPA which will be an Environmental Assessment with Findings of No Significant Impact.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall and on the City's website in accordance with Government Code Section 54954.2.



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR**

**BY: DEBORAH WEICHINGER, ADMINISTRATIVE SECRETARY**

**SUBJECT: SUPPLEMENTAL INFORMATION  
AGENDA ITEM 11.a. – NOVEMBER 22, 2016 CITY COUNCIL MEETING  
CONSIDERATION OF STATUS OF THE BRISCO INTERCHANGE  
TEMPORARY CLOSURE**

**DATE: NOVEMBER 21, 2016**

Attached is correspondence received from Caltrans after agenda preparation regarding the encroachment permit extension.

cc: City Manager  
City Attorney  
City Clerk  
Public Works Director  
Public Review Binder

**DEPARTMENT OF TRANSPORTATION**

ENCROACHMENT PERMIT OFFICE  
50 HIGUERA STREET  
SAN LUIS OBISPO, CA 93401-5415  
PHONE (805) 549-3152  
FAX (805) 549-3062  
TTY 711  
<http://www.dot.ca.gov/dist05>

**RECEIVED****NOV 21 2016****ARROYO GRANDE  
CITY CLERK**

*Serious drought  
Help save water!*

November 17, 2016

05-SLO-101-13.75  
0516 NRT 0637

City of Arroyo Grande  
Attn: Teresa McClish  
300 East Branch Street,  
Arroyo Grande, CA 93420

Dear Teresa McClish:

The following directions are given to the City of Arroyo Grande associated with the encroachment permit extension for the Brisco Road US 101 northbound on-ramp and off-ramp closure:

- Prior to consideration of any future encroachment permit extensions, Grand Avenue improvements should be investigated that would increase capacity of the Grand Avenue northbound off-ramp.
- During this 6-month encroachment permit extension, progress should be made on the Brisco Road Interchange Project Environmental Document.
- An Environmental Document should be completed and submitted with any encroachment permit applications in regards to future partial re-opening or continued closures of the US 101 Brisco Road northbound on-ramp and off-ramp.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Swanger", with a long horizontal line extending to the right.

Bruce D. Swanger  
District Encroachment Permit Engineer

**ENCROACHMENT PERMIT RIDER**

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) <b>0515 NTK 0421</b>
Rider Fee Paid <b>\$ EXEMPT</b>	Dist/Co/Rte/PM <b>05-SLO-101-13.75</b>
Date <b>November 17, 2016</b>	Rider Number <b>0516 NRT 0637</b>

**4<sup>th</sup> Rider**

**TO:**

City of Arroyo Grande c/o Teresa McClish 300 East Branch Street, Arroyo Grande, CA 93420 <b>ATTN:</b> Teresa McClish <b>PHONE:</b> (805) 473-5420	
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**, PERMITTEE**

In compliance with your request of November 4, 2016 we are hereby amending the above numbered encroachment permit as follows:

**Original permit number 0515 NTK 0421 is void unless the work is completed before the extended date of June 16, 2017.**

**Except as amended, all other terms and provisions of the original permit and any rider thereto shall remain in effect.**

FILE Permittee Paul Matsuyama-Permit Office (Insp.) Cindy Knoeck-Santa Maria Maint.	APPROVED:  Timothy M. Gubbins, District Director
	BY:  Bruce D. Swanger, District Encroachment Permit Engineer