

CITY COUNCIL AGENDA

CITY OF SANTA MARIA, CALIFORNIA

Tuesday, April 6, 2021
City Hall Council Chambers
110 E. Cook Street

Mayor Alice Patino
Mayor Pro Tem Etta Waterfield
Councilmember Mike Cordero
Councilmember Carlos Escobedo
Councilmember Gloria Soto



City Manager Jason Stilwell
City Attorney Thomas Watson
City Clerk Patti Rodriguez
Chief Deputy City Clerk Rhonda White, CMC

REGULAR MEETING AT 5:30 P.M.

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this regular meeting of the City Council may be conducted via Zoom and broadcast live on the City's website via its YouTube channel live stream, and on Comcast Cable Channel 23. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting, nor is City Hall open to the public.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting on Comcast Channel 23 or by visiting the Live Stream page on the City's meeting portal </Portal/CitizenEngagement.aspx>. You may also Live Stream the meeting from the City's You Tube Channel <https://www.youtube.com/playlist?list=PLN7bMISUlgZeGyM57Kct4RkzjEFZuGi78>.

How to submit Public Comment:

If you wish to address the City Council, you may submit comments via email by 3:00 p.m. on Tuesday (the day of the meeting). Please submit comments to the City Clerk's Office at cityclerk@cityofsantamaria.org. Your comments will be provided to the City Council and summarized into the record at the meeting. To participate by phone, dial 1-669-900-9128 and use Webinar ID: 829 7361 0889. Press *9 to raise your hand to speak.

If you are watching the Live Stream of the City Council meeting, and wish to make either a general public comment or to comment on a specific agenda item, [please select this link to register to speak](#). You will receive an email with instructions on how to access the meeting. When it is your time to speak, your microphone will be unmuted for the time allotted, and will be muted upon completion of your comments.

American Disability Act Accommodations:

Any member of the public who needs accommodations should email the City Clerk's Office at cityclerk@cityofsantamaria.org or call 805-925-0951 x2306. The City Clerk's Office will use their best efforts to provide reasonable accommodations by request at least 48-hours ahead of the meeting.

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

1 PROCLAMATIONS

- 1A. Present a Proclamation recognizing the week of April 4-10, 2021, as: 7 - 9

“NATIONAL LIBRARY WEEK”

in the City of Santa Maria, and encouraging all residents and businesses to feel welcome at the Library by visiting the Library on-line, utilizing the sidewalk and Grab and Go services, and engaging in virtual programming as a means to explore the many services available during this unprecedented time.

[Proclamation - Library Week](#)

- 1B. Present a Proclamation recognizing the week of April 5-9, 2021, as 11 - 13

“NATIONAL COMMUNITY DEVELOPMENT WEEK”

in the City of Santa Maria, to celebrate and showcase the programs and projects which are funded by federal grant programs like Community Development Block Grants and HOME Investment Partnership.

[Proclamation - Community Development Week](#)

- 1C. Present a Proclamation recognizing the month of April 2021, as: 15 - 17

“FAIR HOUSING MONTH”

in the City of Santa Maria, and encouraging the continued celebration of equal housing opportunities and the progress made in opening the doors to housing opportunities for all residents of Santa Maria.

[Proclamation - Fair Housing Month](#)

- 1D. Present a Proclamation recognizing the month of April 2021, as: 19

“NATIONAL CHILD ABUSE AWARENESS AND PREVENTION MONTH”

in the City of Santa Maria, and calling upon all residents, community agencies, religious originations, businesses, and medical facilities to increase their participation in the effort to prevent child abuse.

[Proclamation - Child Abuse Awareness and Prevention Month](#)

- 1E. Present a Proclamation recognizing the month of April 2021, as: 21

“NATIONAL SEXUAL ASSAULT PREVENTION AWARENESS MONTH”

in the City of Santa Maria, and encouraging all residents and businesses to participate in a month full of recognition and activities promoted by the North County Rape Crisis and Child Protection Center to increase awareness of sexual assault and to create solutions in an effort to eliminate sexual violence from this City.

[Proclamation - Sexual Assault Awareness and Prevention Month](#)

- 1F. Present a Proclamation recognizing the month of April 2021, as: 23

"NATIONAL DONATE LIFE MONTH"

in the City of Santa Maria, and encouraging all residents to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFECalifornia.org or www.donateVIDACalifornia.org.

[Proclamation - Donate Life Month](#)

2 PUBLIC COMMENT PERIOD

(NOT TO EXCEED A TOTAL OF 15 MINUTES)

The City Council values your input. Written comment will be accepted until 3:00 p.m. the day of the meeting via email to cityclerk@cityofsantamaria.org. To address the City Council via the on-line Zoom application, please [click here](#) to register to speak. **To join the open meeting by phone, dial 1-669-900-9128, and use Webinar ID: 829 7361 0889.** Individual speakers are limited to three minutes or as directed by the Mayor.

25 - 57

[Written Comment - Fierro Email](#)

[Written Comment - Barajas Email](#)

[Written Comment - Silva Letter](#)

[Written Comment - Mertz Email](#)

[Written Comment - Estrada Email](#)

[Written Comment - Estrada M. Email](#)

[Written Comment - Pinon Email](#)

[Written Comment - Aguilar Letter](#)

[Written Comment - Baez Auto](#)

[Written Comment - Vargas Email](#)

[Written Comment - Hernandez Letter](#)

[Written Comment - Delgado Letter](#)

[Written Comment - Castillo Letter](#)

[Written Comment - Flores Letter](#)

[Written Comment - Barajas Letter](#)

[Written Comment - Chacon Letter](#)

3 CONSENT CALENDAR

The following routine items are presented for City Council approval without discussion as a single agenda item in order to expedite the meeting. The Consent Calendar is approved by roll call vote with one motion. These items are discussed only on request of Councilmembers. Members of the public may speak on Consent Calendar items during the Public Comment Period.

SHOULD A COUNCILMEMBER WISH TO DISCUSS OR DISAPPROVE ANY ITEM, it must be dropped from the blanket motion of approval and considered as a separate item.

RECOMMENDATION:

To adopt the Consent Calendar as submitted.

CITY MANAGER/CITY CLERK DEPARTMENT

3A. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Agenda will be adopted by the same vote cast at the first meeting, unless City Council indicates otherwise.

3B. Approve the Minutes of the regular City Council meeting of March 16, 2021.

59 - 64

CITY ATTORNEY DEPARTMENT

- 3C.** Conduct the second reading, and adopt Ordinance No. 2021-02 regulating mobile car washing for commercial purposes within the City by adding new Chapter 4-21 to Title 4 of the Santa Maria Municipal Code. 65 - 76

[Ordinance regulating Mobile Car Wash Businesses](#)

COMMUNITY DEVELOPMENT DEPARTMENT

- 3D.** Adopt a Resolution approving the use of Fiscal Year 2021-22 HOME Investment Partnerships funding to be allocated to assist the City of Santa Maria's Tenant-Based Rental Assistance program and an affordable housing project in Santa Barbara County. 77 - 80

[HOME Allocations for TBRA](#)

FINANCE DEPARTMENT

- 3E.** Payment of Warrants. Ordered ratified subject to having been certified as being in conformity with the budget and having been approved for payment by the Director of Finance.
- 3F.** Payment of Payroll. Ordered ratified subject to having been certified by the proper Department Directors, as shown on records on file in the Department of Finance, and having been approved for payment by the Director of Finance.

PUBLIC WORKS

- 3G.** Adopt a Resolution authorizing a right-of-way contract and Traffic Census Easement Deed with the California Department of Transportation (Caltrans) for a portion of City property located at the east edge of Town Center West that fronts Broadway (SR-135) for the maintenance of an existing traffic census cabinet. 81 - 104

[Right-of-way Contract & Easement Deed w/Caltrans](#)

RECREATION & PARKS

- 3H.** Adopt a Resolution approving a lease agreement with Tesla, Inc., for a Supercharger Station. 105 - 122

[Tesla Charging Stations](#)

4 PUBLIC HEARING

ORDER OF PROCEEDINGS FOR PUBLIC HEARING ITEMS:

Council Agenda Report to be given.

Applicant/Appellant comments.

Questions from the City Council.

Written communications/Public input.

Public hearing to be closed.

City Council discussion and action.

- 4A. BLOCK GRANTS ADVISORY COMMITTEE'S RECOMMENDATION FOR THE** 123 - 140

ALLOCATION OF FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS. The City Council will consider the Block Grants Advisory Committee's recommendations for the allocation of Fiscal Year 2021-22 Community Development Block Grant Program funds; consider allocating \$37,500 to public service programs, and consider staff's recommendation for the Capital funds. (Community Programs Manager)

[CDBG Allocations](#)

[Written Comment - CDBG - Solorio](#)

RECOMMENDATION:

Adopt recommended funding allocations plus \$37,500 to public service programs.

5 REGULAR BUSINESS

ORDER OF PROCEEDINGS FOR REGULAR BUSINESS ITEMS:

Council Agenda Report to be given.

Questions from the City Council.

Written communications/Public input.

City Council discussion and action.

- 5A. GENERAL PLAN UPDATE - VISION, GUIDING PRINCIPLES, AND AREAS OF CHANGE AND STABILITY.** The City Council will consider the draft Vision, Guiding Principles and Areas of Change and Stability General Plan Update. (Director of Community Development) 141 - 159

[General Plan Update](#)

RECOMMENDATION:

Adopt the General Plan *Vision, Guiding Principles and Areas of Change and Stability* and provide direction to staff.

REPORT BY CITY MANAGER

ORAL REPORTS OF COUNCILMEMBERS AND OFFICERS (INCLUDING AB1234 REPORTS)

ADJOURNMENT

PLEASE NOTE:

City Council Meetings are televised live on Comcast cable television channel 23 and are rebroadcast at 9:00 a.m. on the next Thursday and on the following Tuesday at 5:30 p.m. Council Meeting videos are also available for viewing on the City's website. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

If you challenge a determination made on a matter on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on this agenda, or in written correspondence to the city council at, or prior to, the public hearing.

The next regular meeting of the City Council will be held on April 20th, at 5:30 p.m. The deadline for submitting items for the April 20th meeting is Wednesday, April 7th.

CITY COUNCIL MEETING INFORMATION AND PROCESS:

This agenda is prepared and posted pursuant to Government Code Section 54954.2. By listing a topic on this agenda, the City Council has expressed its intent to discuss and act on each item. In addition to any action

identified in the summary description of each item, the action that may be taken by the City Council shall include: a referral to staff with specific requests for information; continuance; specific direction to staff concerning the policy or mission of the item; discontinuance of consideration; authorization to enter into negotiations and execute agreements pertaining to the item; adoption or approval; and disapproval. Items not on the agenda may not be discussed or acted upon except under emergency circumstances. (Government Code Section 54954.2).

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, available for public inspection during City Hall business hours, and in the Library the Friday before the meeting. Any writing or documents provided to a majority of the City Council after distribution of the Agenda will also be available for public inspection in the Office of the City Clerk and the Library. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The City Clerk's Office will answer any questions regarding the agenda.

Materials related to an item on this agenda submitted after distribution of the agenda packet will also be available with the agenda material for public inspection during normal business hours in the City Clerk's Office, 110 E. Cook Street, Rm. 3, Santa Maria. Subject to the ability to post the documents prior to the meeting, such documents will also be available on the City's website at <https://cityofsantamaria.civicweb.net/Portal>.

The City of Santa Maria welcomes orderly participation at its meetings from all members of the public. Orderly participation means speaking only on items of City business or on subjects within the City's control. Though the City Council wants to hear your concerns and values your input, it is inappropriate to defame, yell, use profane language, interrupt or disrupt the meeting. All cellular telephones are to be turned off or set to vibrate, and signs are not to be displayed in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting. Pursuant to Government Code Section 36813, the Mayor is authorized to prohibit such conduct, up to and including ordering anyone that disrupts the meeting to be removed from the City Council Chambers.

To receive reasonable accommodation under the Americans with Disabilities Act during the meeting, **please notify the City Clerk's office of your needs during business hours at least 48 hours in advance of the meeting** (typically before 3 p.m. on the Thursday before the meeting). The Office of the City Clerk is located at 110 East Cook Street, Santa Maria, Room 3; telephone (805) 925-0951, extension 2307. The City will give primary consideration to your request in providing assistance. Examples of assistance may include exhibits in large-sized format, use of assisted listening equipment, use of the California Relay Service, texting by cellular phone, or the services of a live interpreter.

Assisted listening equipment can also be used for translation by Spanish-only speaking persons. To allow the City to coordinate and request a Spanish translator from the volunteer corps, contact the Office of the City Clerk by 1:00 p.m. on Monday before the meeting. Equipo también puede ser utilizado para la asistencia de traducción para esas personas que solamente hablan español. Para permitirle a la Ciudad que coordine y solicite un traductor de un grupo de voluntarios, llame al (805) 925-0951 extensión 2307 a la 1:00 de la tarde el lunes antes de la junta.

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Manager
Prepared by: City Librarian

SUBJECT: PROCLAMATION DESIGNATING APRIL 4-10, 2021 AS NATIONAL LIBRARY WEEK IN THE CITY OF SANTA MARIA

RECOMMENDATION:

That the City Council acknowledge April 4-10, 2021 as National Library Week.

BACKGROUND:

Libraries contribute to the betterment of society by providing free and accessible information for all. Historically, libraries have continuously evolved to meet the needs of their users by curating collections and designing programs that create a platform for diverse ideas and points of view. The strength of libraries is the diversity of their collections and commitment to serving all people.

The Santa Maria Public Library offers a wide-ranging collection, including print and digital materials, cultural heritage and genealogy resources, job-seeking information, programs supporting early and continuing literacy and education for children, and other creative and practical programs. The Library changes with the needs of the patrons, providing services, information, and literacy skills in new and innovative ways. These services are meaningful to the public and enhance their lives within the City.

DISCUSSION:

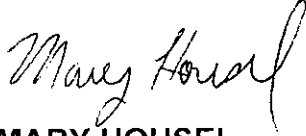
The Santa Maria Public Library is celebrating National Library Week, April 4-10, 2021, by bringing awareness to the creative ways in which the Library brought materials and programs to the public despite being closed due to the pandemic. The Library instituted Sidewalk Pickup at all five locations, offered grant-funded program kits and free books to children at school lunch sites throughout the city, boosted its electronic materials collection after earning two grant awards, and safely put the Bookmobile into service. The Library also opened branch locations for twenty-minute Grab and Go service and adjusted its program offerings by including take-home program kits for all ages and live Zoom interactive sessions. These measures uphold the Library's mission to extend its services beyond the physical building and make everyone welcome at the Library which is the theme of National Library Week in 2021.

Fiscal Considerations

None

Impact to the Community

Proclaiming recognition of National Library Week in the City of Santa Maria will encourage greater community awareness of Library offerings and draw special attention to the resources available during the pandemic.

A handwritten signature in black ink, appearing to read "Mary House". The signature is fluid and cursive, with a large loop at the end.

MARY HOUSEL

Library Director



City of Santa Maria Santa Maria, California **Proclamation**



WHEREAS, the theme of National Library Week, “Welcome to your Library” was selected as a result of the remarkable adjustments public libraries made to reimagine service during the pandemic; and

WHEREAS, the City of Santa Maria Public Library is open for business during the current pandemic offering Sidewalk Service, take-home program kits, Grab and Go service at branch locations, and phone and email service to the community; and

WHEREAS, the City of Santa Maria Public Library’s virtual library is open online 24/7 and provides a rich variety of services for children, teens and adults and access to e-books, movies, music, games, virtual storytimes, interactive Zoom activities, and more from the comfort of home; and

WHEREAS, the City of Santa Maria Public Library launched its Bookmobile during the pandemic, bringing safe and accessible library services outside the physical building; and

WHEREAS, when the community eventually returns to normal, the City of Santa Maria Public Library is ready to expand services and continue to meet the needs of the community through enhanced collections, thoughtful programs, and outreach services; and

WHEREAS, librarians are trained professionals and help people of all ages and backgrounds find and interpret the information they need to live, learn and work, especially during difficult times.

NOW, THEREFORE, I, ALICE M. PATINO, Mayor of the City of Santa Maria, hereby recognize April 4-10, 2021, as

“NATIONAL LIBRARY WEEK”

in the City of Santa Maria, and encourage all residents to find their place at the library by visiting the library online, utilizing the sidewalk and Grab and Go services, and engaging in virtual programming, as a means to explore the many services available during this unprecedented time.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Santa Maria to be affixed hereto this 6th day of April 2021.

Alice M. Patino, Mayor

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT**TO:** City Council**FROM:** City Manager

Prepared by: Director of Community Development

SUBJECT: PROCLAMATION – “NATIONAL COMMUNITY DEVELOPMENT WEEK”**RECOMMENDATION:**

That the Mayor and City Council recognize April 5-9, 2021, as “National Community Development Week” to celebrate and showcase the programs and projects which are funded by federal grant programs like Community Development Block Grants (CDBG) and HOME Investment Partnership (HOME).

BACKGROUND:

For the past 46 years, since 1975, CDBG has provided local communities, like the City of Santa Maria, with an important source of funds to address a variety of needs, including: homelessness, at-risk youth, seniors, individuals with special needs, public improvements, and affordable housing. The CDBG program provides grants to create neighborhood approaches that improve the physical, economic, and social conditions in communities, primarily low- to moderate-income residents.

For 31 years, since 1990, the HOME program has helped communities provide access to affordable housing for low-income households. The HOME program provides grants to participating jurisdictions nationwide to create safe, sanitary, and affordable housing in communities. The City has participated in the HOME program, as part of a consortium with the County of Santa Barbara since the consortium's inception in 1995. The County is the lead agency and fiscal agent for the Consortium. Currently, the City is under contract with the County Consortium as both a participating jurisdiction and a subrecipient.

Both CDBG and HOME are administered nationally by the U.S. Department of Housing and Urban Development (HUD). These programs are needed more than ever to help our most vulnerable residents and improve the overall condition of our neighborhoods. Every dollar of CDBG and HOME funding leverages more than four dollars in other funding; bringing additional vital resources to communities.

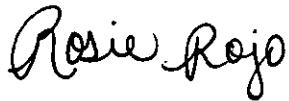
DISCUSSION:

In the past five years, over \$7.5 million dollars in CDBG funding has been invested in the community. During that time, the City has provided dozens of non-profit agencies with funding so they can offer a variety of programs including senior, legal, youth, substance abuse, homelessness, mental health, health, and domestic violence services. Non-profit agencies have also been assisted with Capital funding to make improvements to their public facilities, provide minor home repair to residents in Santa Maria, and revitalize

existing neighborhoods. In addition, City public improvement projects continue to be funded with CDBG dollars, such as the recent improvements at Russell Park and the Paul Nelson Public Pool. In 2020, the City received more than \$1.9 million dollars in CDBG-CV funding – meant to help prevent, prepare, and respond to the coronavirus. This funding assisted over five dozen households with emergency rent assistance and is also currently covering costs associated with public facility improvements which will allow many of our highly utilized public facilities to re-open safely to the public.

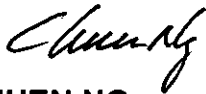
For the past five years, HOME funding has provided the City and its residents with more than one million dollars in affordable housing projects. From 2016 through 2020, 327 households have been assisted by the Tenant-Based Rental Assistance (TBRA) program. The TBRA program has been around since 2010, successfully providing security deposit assistance to extremely low- and very-low-income families in Santa Maria. There is no other program of its kind in the City. HOME funds during this time were also able to fund affordable housing projects like Peoples' Self-Help Housing Corporation's Los Adobes de Maria, Sierra Madre Cottages, the Housing Authority of Santa Barbara County's Residences at Depot Street, and the nearly completed four-bedroom addition to Good Samaritan Shelter's Pine Street Bungalows.

CDBG and HOME are both valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and vitality of the City.



ROSIE ROJO

Community Projects Manager



CHUEN NG

Director of Community Development



City of Santa Maria

Santa Maria, California

Proclamation



WHEREAS, the week of April 5-9, 2021, has been designated as National Community Development Week to recognize and celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership (HOME) Program; and

WHEREAS, since 1974, the CDBG Program has provided annual funding and flexibility to local communities to provide affordable housing, a suitable living environment, and basic human services; and

WHEREAS, since 1990, the HOME Program has created and preserved affordable housing for low-income families; and

WHEREAS, CDBG attracts investment in underserved communities. Every \$1.00 of CDBG funding leverages another \$4.09; and

WHEREAS, HOME attracts investment in underserved communities. Every \$1.00 of HOME funding leverages another \$4.52; and

WHEREAS, over the past five years, the City of Santa Maria has invested more than \$7.5 million in CDBG funds, and more than \$1 million in HOME funds into the community.

NOW, THEREFORE, I, ALICE M. PATINO, Mayor of the City of Santa Maria, do hereby designate the week of April 5-9, 2021 as

“NATIONAL COMMUNITY DEVELOPMENT WEEK”

in the City of Santa Maria to celebrate and showcase the programs and projects which are funded by federal grant programs like Community Development Block Grants (CDBG) and HOME Investment Partnership (HOME).

IN WITNESS WHEREOF, I hereunto set my hand and have caused the Seal of the City of Santa Maria to be affixed hereto on this 6th day of April 2021.

Mayor

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Manager

Prepared by: Director of Community Development

SUBJECT: PROCLAMATION – “FAIR HOUSING MONTH,” APRIL 2021

RECOMMENDATION:

That the City Council recognize the month of April 2021 as “Fair Housing Month” in the City of Santa Maria and encourage the continued celebration of equal housing opportunities and the progress made in opening the doors to housing opportunities for all residents of Santa Maria.

BACKGROUND:

Established by Congress in 1968, the Fair Housing Act prohibits discrimination in the sale, rental, or financing of any dwelling based on race, color, religion, sex, or national origin. In 1988, the law was expanded to prohibit discrimination based on disability and familial status. Additionally, California State law prohibits housing discrimination based on gender, gender identity, sexual orientation, genetic information, marital status, and source of income.

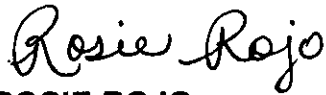
DISCUSSION:

To receive Community Development Block Grant (CDBG) and HOME funds, the City is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Analysis of Impediments (AI) to Fair Housing Choice every five years. The AI was recently updated and submitted to HUD in May of 2020. It includes not only the identification of impediments to fair housing choice, but also an action plan to overcome those impediments.

The City also executes a renewable contract agreement with Legal Aid Foundation of Santa Barbara County (Legal Aid) to provide fair housing services in the City. Legal Aid reviews online housing postings for discriminatory content, conducts fair housing testing of apartment complexes in the City, and provides legal representation to families or individuals who are facing unlawful discrimination.

Legal Aid’s goal is to educate landlords and tenants about fair housing rights and responsibilities, negotiate mutually agreeable resolutions to disputes, and if necessary, take enforcement actions necessary to protect equal opportunity to housing in Santa Maria. Legal Aid has also been instrumental in providing Santa Maria residents with the latest information related to COVID-19 and the federal, state, and local eviction moratoriums that have been implemented since the pandemic began affecting the City of Santa Maria in March 2020.

HUD annually observes the month of April as "Fair Housing Month" on a national basis. According to HUD, equal access to rental housing and homeownership opportunities is a cornerstone of federal housing policy. When people feel welcomed in their neighborhood, they invest resources back into the community, and in turn, make it an appealing place for diverse and talented people to live. Housing discrimination is not only illegal, but it also contradicts the principles of freedom and opportunity that Americans treasure. Therefore, the City of Santa Maria issues a proclamation declaring April as "Fair Housing Month" in the community.



ROSIE ROJO

Community Projects Manager



CHUEN NG

Director of Community Development



City of Santa Maria
Santa Maria, California
Proclamation



WHEREAS, the City of Santa Maria recognizes that the United States Congress enacted Title VIII of the Civil Rights Act of 1968, which was amended by the Housing and Community Development Act of 1974, and the Fair Housing Amendments Act of 1988, as the directive for Fair Housing; and

WHEREAS, Fair Housing laws outlined by said Acts guarantee the rights of equal housing opportunities for all residents of the United States, regardless of race, color, religion, sex, national origin, disability or familial status; and

WHEREAS, the United States Department of Housing and Urban Development declares the month of April 2021 as "Fair Housing Month"; and

WHEREAS, the City of Santa Maria contracts with the Legal Aid Foundation of Santa Barbara County to perform random testing of fair housing practices of landlords and property managers; reviews local newspapers for evidence of housing discrimination; assists in resolving discrimination disputes through litigation or referral; makes presentations to Santa Maria adult education classes regarding rights of single parents and ethnic minorities to equal housing opportunities; and conducts community workshops to educate landlords and property managers regarding fair housing.

NOW, THEREFORE, I, ALICE M. PATINO, Mayor of the City of Santa Maria, do hereby recognize the month of April 2021, as:

"FAIR HOUSING MONTH"

in the City of Santa Maria and encourage the continued celebration of equal housing opportunities and the progress made in opening the doors to housing opportunities for all residents of Santa Maria.

IN WITNESS WHEREOF, I hereunto set my hand and have caused the Seal of the City of Santa Maria to be affixed hereto on this 6th day of April 2021.

Mayor



City of Santa Maria
Santa Maria, California
Proclamation



WHEREAS, child abuse and neglect are a community condition and problem and finding solutions depends on involvement among people in the community; and

WHEREAS, the effects of child abuse and neglect are felt by communities and need to be addressed by the entire community; and

WHEREAS, North County Rape Crisis and Child Protection Center and its CAPC partners have been committed to educating this community on child abuse and neglect and are sponsoring several events throughout the month to heighten public awareness of abuse in the Northern County of Santa Barbara. These events will provide information and materials that support families to prevent child maltreatment and celebrate people who work with and support children and families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools' youth organizations, religious organizations, civic organizations, law enforcement agencies, the business community, and residents; and

WHEREAS, all residents should become more aware of the importance of prevention in the community and become involved in supporting parents to raise their children in a safe, nurturing environment.

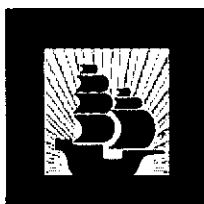
NOW, THEREFORE, I, ALICE M. PATINO, Mayor of the City of Santa Maria, do hereby recognize April 2021 as:

"NATIONAL CHILD ABUSE AWARENESS & PREVENTION MONTH"

in the City of Santa Maria, and call upon all residents, community agencies, religious organizations, businesses, and medical facilities to increase their participation in the effort to prevent child abuse.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Santa Maria to be affixed hereto this 6th day of April 2021.

 Alice M. Patino, Mayor



City of Santa Maria

Santa Maria, California

Proclamation



WHEREAS, National Sexual Assault Awareness Month is an annual campaign to raise public awareness about sexual assault and educate communities and individuals on how to prevent sexual violence; and

WHEREAS, people of all racial, cultural, and economic backgrounds fall victim to sexual violence, which is widespread and impacts every person in the community; and

WHEREAS, rape and sexual violence of all kinds continue to occur at an alarming rate, with California having the most reported rapes in the United States, and with the Department of Justice stating that an American is sexually assaulted every 98 seconds in the United States; and

WHEREAS, emotional and physical scars resulting from sexual violence are often permanent; therefore, working together to educate the community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions is so important; and

WHEREAS, a coalition of organizations exists, which directly confronts this crisis, including North County Rape Crisis and Child Protection Center, law enforcement agencies, churches, health care providers, and volunteers from the community that serve these agencies who are helping in the effort to end sexual assault; and

WHEREAS, prevention is possible when everyone gets involved increasing education, awareness, and community involvement; recognizing the compassion and dedication of the individuals involved in this effort; and noting the challenges of the victims/survivors of sexual assault and their families and friends as they struggle to cope with the reality of sexual violence.

NOW, THEREFORE, I, ALICE M. PATINO, Mayor of the City of Santa Maria, do hereby recognize April 2021 as:

“NATIONAL SEXUAL ASSAULT AWARENESS & PREVENTION MONTH”

in the City of Santa Maria, and encourage all residents and businesses to participate in a month full of recognition and activities promoted by the North County Rape Crisis and Child Protection Center to increase awareness of sexual assault and to create solutions in an effort to eliminate sexual violence from this City.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Santa Maria to be affixed hereto this 6th day of April 2021.

Alice M. Patino, Mayor



City of Santa Maria
Santa Maria, California
Proclamation



WHEREAS, organ, tissue, marrow, and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; more than 108,000 individuals nationwide; more than 21,000 in California are currently on the national organ transplant waiting list; and, on average, 17 people die each day while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas, and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow, and blood; the spirit of giving and decision to donate are not restricted by age or medical condition; and California residents interested in saving a life through living kidney donation are encouraged to visit www.LivingDonationCalifornia.org for more information; and

WHEREAS, Santa Maria residents can sign up with the Donate Life California Registry when applying for or renewing their driver's licenses or ID cards at the Department of Motor Vehicles.

NOW, THEREFORE, I, ALICE M. PATINO, Mayor of the City of Santa Maria hereby recognize April 2021 as:

"NATIONAL DONATE LIFE MONTH"

in the City of Santa Maria, and encourage everyone to check "YES!" when applying for or renewing their driver's license or ID card, or by signing up at donateLIFEcalifornia.org or doneVIDAcalifornia.org.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Santa Maria to be affixed hereto this 6th day of April 2021.

Alice M. Patino, Mayor

From: Edgar Fierro

Sent: Wednesday, March 24, 2021 3:52 PM

To: Alice Patino <apatino@cityofsantamaria.org>

Subject: Petición personal.

Alicia patino, good afternoon, my name is EdgarFierro, I am the owner of a mobile carwash, which with the new regulations that they want to apply to our work, we are financially affected since for reasons of the bakery it is our only resource to cover expenses of our families, we like many people are not lucky enough to receive the stimulus check as most do, we have to go out every day risking our health to bring food to our house. Our income does not compare with large companies such as Santamaria carwash or five star that a day generate 3,000 or 4,000 in their companies with 100 or 200 dollars, which we earn, I ask you to reconsider this law since it not only affects us but also our families. We are looking for a fair proposal that we be allowed to continue working since if this work were not legal, the city would not have granted us the corresponding permits and licenses. I appreciate your attention, thank you.

From: Chris Barajas
Sent: Sunday, March 28, 2021 11:01 PM
Subject: NO ON 4-21

Could you please pass this message on to Mayor Patino;

Hello, this is Chris Barajas and I represent the group of Mobile Detailers here in Santa Maria that oppose Ordinance 4-21. As in my previous email, I ask for a bit of your time to sit with me and just 2-3 others from our group through a Zoom meeting set up by you (you are in control of meeting). I feel that You and the rest of the City Council have only heard the City Managers' side and that you may have many misconceptions regarding our business practices, but most of all, on the total number of persons that actually run a Mobile Detail and Wash business. The numbers will surprise you.

We are 8 days away from a decision that will severely impact many, many families. I feel that before you impose regulations on so many family's livelihoods, you owe it to them to hear them out.

Please consider this request.

Sincerely,

Chris Barajas

Dear City Council

My name is Rene Silva I am the owner of Silva Mobile Carwash. we are respectfully asking to please let us work. By approving this law you're taking food and shelter from many children. We want the best for our children because they are our future. With this job we are setting a good example for our children on how to make money in an honorable honest way. we politely ask to let us continue working. with the money we make we use it to keep us alive. For example it pays our rent, food, and clothing. All we want is to give our children the best we can and to take care of our families.

Sincerely Rene Silva
and family



View and edit this document in Word on your computer, tablet, or phone. You can edit text, easily insert content such as pictures, shapes, and

From: Mary Mertz

Sent: Wednesday, March 31, 2021 1:25 PM

To: Alice Patino <apatino@cityofsantamaria.org>; Mike Cordero <mcordero@cityofsantamaria.org>; Carlos Escobedo <cescobedo@cityofsantamaria.org>; Etta Waterfield <ewaterfield@cityofsantamaria.org>; Gloria Soto <gsoto@cityofsantamaria.org>

Subject: No on 4-21

Dear Mayor and Councilmembers,

My name is Mary Mertz and I am a registered voter in the city of Santa Maria.

I would like to take this opportunity to express my concerns about City Ordinance 4-21.

Please allow mobile detailers to maintain their businesses in our city. Passing and enforcing this ordinance will put many of them out of business.

Additionally, those of us with large vehicles have no other options, as our trucks will not fit into the brick and mortar car washes. Any suggestions?

Thank you for your consideration.

Sincerely,
Mary Mertz

From: Roxana Estrada < >
Sent: Tuesday, March 30, 2021 2:08 PM
To: Alice Patino <apatino@cityofsantamaria.org>
Subject: No on 4-21

March 30, 2021

Members of the Santa Maria City Council,

Hello, my name is Roxana Cervantes I have been a resident of Santa Maria for 33 years. I oppose City Ordinance 4-21 because I use a mobile detail service because it is convenient and much safer for me and my family during these Covid times. Taking my vehicle to a carwash with strangers in my car. I used to take it to a carwash but then I noticed that the equipment was leaving these fine scratches all over the cars' paint. I have 3 cars and they are dark color so everything shows.

Ever since I started using my mobile detailer, my cars have never looked better. They come straight to my house or job. Which is really convenient I don't have to wait around I can keep doing my daily tasks either at home or at work. I just leave a check or pay by an application and leave the keys in the cars and I don't have to worry about a thing. They do a much better job than the carwash and they always point out little things. I have full trust in them as they usually find items that I have dropped between the seats that I had thought I had lost.

I think that this ordinance would put a huge amount of unnecessary costs and burdens on these very essential services. I cannot imagine life without my detailers if they should happen to close. I think they are hard workers just trying to pay their bills like everyone else and I think they should be treated fairly. We as consumers should be allowed to have as many options as possible for our necessities. By adding ridiculous restrictions to the mobile carwashes, we are being obligated to go in person to a car wash establishment. Which they don't take responsibility for any damage being caused to our vehicle. I've had bad experiences in the past with stationary car washes around town. That is why I choose mobile car wash instead and I know I am helping a small local business.

We don't need more people relying on government support if people are willing to work instead of asking for handouts.

Thank you,
Roxana Cervantes

From: Manuel Estrada
Sent: Monday, March 29, 2021 10:53 PM
To: Alice Patino <apatino@cityofsantamaria.org>
Subject: Please take a minute to read No on Ordinance 4-21

March 29, 2021

Dear Members of the Council of Santa Maria,

My name is Manuel Estrada and I own and operate my own mobile car wash since 2010. I have lived in Santa Maria since 2000. I am married and have 4 children who are 14, 9, 3 and 1 yr. old and go to Miller school.

I don't agree with Ordinance 4-21 because it would be difficult for me to follow the new regulations. I work my mobile car wash full time. I don't have many resources and this job provides me with paying mortgage, food and clothes for my children. I have a son who is going to go to high school I need to keep saving money for his college education and my parents also live in my house they're both retired and they can't afford to live in their own house.

This is a business that I had to start in the last economic recession because I was lay-off and no jobs were available. We're here now in a middle of a pandemic with not much jobs available these new rules will force me to invest money that I do not have in new and expensive equipment a bigger vehicle / trailer. I also don't think I qualify for all the permits or insurances. Also, I don't think I can comply with the rules and earn enough money because this will take us more time to clean a car and we will have to raise prices and we will lose many customers.

I feel that if this Ordinance enters I will have to leave my business and I don't have many options to get a job that can pay all my expenses and I will have to ask for help from the government or charity.

Many of us depend on this work. We are many families affected. I'm willing to follow certain rules and have been completely MOBILE. I have been following the Mobile Washer guide for Protecting Stormwater Quality from the city of Santa Maria. If you give us the opportunity to move forward with our families, and not put up more barriers.

PLEASE, also keep in mind we're essential workers. Like me there's many other businesses that not only wash cars. I also wash the interior/ exterior of commercial trucks, containers shipping on train/boat. Santa Maria being an agriculture town produce is always being shipped out nationally and international. In many occasions coolers will not load the trailers or containers before being washed out. There, is we're I go in and wash out their trailer at there Location. The closest truck wash is in Salinas or Los Angeles. There's money being bring into Santa Maria by National trucking companies.

I ASK YOU TO PLEASE VOTE AGAINST ORDINANCE 4-21

Sincerely,
Manuel Estrada

Hello my name is Salvador G Pinon, I'm writing this letter to represent my self and meany others mobile car washers.

I will like to express my self in regards of this up coming potential changes to the mobile car wash industry, I do understand the points made by the local car wash establishments yet bringing those standards up to someone like my self that only practices this job as a part time manner will most likely leave me no choice but to fold under increase costs of operations. I started washing vehicles to help me cover the yearly increases in cost of leaving in our area, current full time employment doesn't increase wages at the rate the state has set the standards of minimum wage increase, which that ripple effect is negative to my house hold, every year I have less disposable income and now with this potential change to mobile car wash ordinance will only remove that extra financial gasp of relief.

I will like to thank you for taking time out of your busy schedule to read my plea to be fair and balance when it's time to make changes.

Salvador G Pinon
Lux mobile car wash.

March 31, 2021

Through this letter, I'd like to express my abjection to the proposed ordinance, known 4-21.

First and foremost, we are a family of 6. My wife and I have been running our mobile car wash for four years, and it has taken a lot of work to get this business going. It was hard getting started, because we didn't have the money to buy all of all our equipment right away, and so little by little we grew the business to what it is today.

All we ask is that all of you look into your hearts, and take into consideration all the families this ordinance will affect. I understand that the goal of this ordinance is to cur the amount of contaminants getting into the sewer system. We are aware of the discussions around climate change, and we are willing to work together and improve the way we do things to reduce our footprint. All we want is for our voices to be heard. Let's work together to create something that is less burdensome.

Should this ordinance pass, it will require us to put more money into this business, a business that has very slim margins. We don't earn that much, I only do this on the weekends, and on any given day I will do between 4 and 6 cars. Just as an example, I wash 6 cars at \$30 each, that's only \$180 dollars total, and from that, I have to deduct all my expenses, which include, water, cleaning products, towels, gas, food just to name a few. This business is tough, and the pandemic has only made it harder, at this point we are only making enough money to barely keep it going, our hope is that once the pandemic is over, we will be able to grow our business once again.

We are a hard working family and we run this business out of necessity. We don't earn enough at our regular day jobs to sustain ourselves, and that's why I do this. The cost of living is too high in Santa Maria, some months we only make enough to pay our rent and bills, and doing this has allowed me to have some extra cash, which I can use to buy groceries for my family. This side hustle has allowed us, and many other hard working families to earn some extra money so that we can provide for their families. We are not asking for handouts, we are merely asking for the opportunity to continue working, so that we can provide the opportunity of a better future to our kids.

Lastly, I would like to share with you that I have a young niece, who helps me out with this business during her free time. She is a very bright young lady, and her hope is to become a lawyer. She has earned a spot on the honor roll at Tommie Kunts junior high



wasting her time on social media platforms. My hope is that she learns from this experience, and uses it as a motivation to continue her studies.

Thank you for reading my letter and god bless you.

Sincerely

Miguel Muñoz Aguilar

Miguel Munoz Aguilar





Hello my name is Aldo Baez I oppose no 4-21 I been detailing BAEZ AUTO DETAILING since 2017 when I first started and got my business license and I started my mobile detailing this has been providing for my children been a single separated father I take a lot of pride In my work I do and this would affect me a lot in my business when I do have my regular clients and I do good quality work in detailing cars. I pay rent pay for food also pay medical bills for my two kids that I have I make sure always there's no left over trash when I'm done with my work even if I see any trash I do pick it up and I also make sure to follow regulation.do to this pandemic I try looking for work and I wasn't able to find work so I decided to do this full time and it has change the way I been doing things better and made a change in my kids life...

Hola mi Nombre es Israel vargas yo les pido por favor No On 4-21 la verdad es una forma de un ingreso extra me ayuda mucho la verdad yo llevo trabajando en el campo desde 01/15/2000 21 años es muy difícil para mi conseguir un trabajo donde paguen mejor por No tener un seguro social balido y por No hablar inglés es muy difícil y a hora que puede sacar la licencia para lavar carros sigo trabajando en el campo 45 horas y lo del lavado de carros la hago los fines de semana No gano mucho pero me ayudo para pagar la Renta la verdad es los últimos años a subido mucho y lavando carros me ayuda mucho para poder mantener a mi familia tengo 4 niños mi hijo que tiene 12 años es el que me ayuda lo estoy enseñando a trabajar para que lo mantenga ocupado por que en estos tiempos está muy difícil con las pandillas y las drogas es mejor tener tenerlos ocupados y la lavando Carros es un trabajo que No gano mucho pero lo hago con la intención de enseñar a mi hijo a trabajar les pido por favor tomen en cuenta que mi familia depende de este trabajo extra lavando carros atentamente CAR WAS SAN SEBASTIÁN

Enviado desde mi iPhone

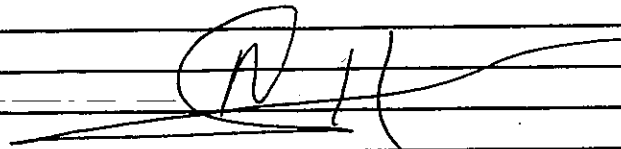
PETITION AGAINST IMPLEMENTATION OF CITY OF SANTA MARIA ORDINANCE 4.4-21 REGULATING MOBILE CAR WASHES

We the people/residents of the city of Santa Maria, hereby oppose this ordinance as it is written. We propose this measure be defeated or amended to allow Mobile Car Washers the opportunity to continue to earn an honest living.

Nosotros los residentes de la ciudad de Santa Maria nos oponemos a esta ordinance en su presente forma. Proponemos que no lo implementen o que sea modificada par darles la oportunidad a los Car Wash Moviles de seguir trabajando.

DATE 03-30-2021 NAME Martin Hernandez SIGNATURE  PHONE #

Hola mi nombre es Martin Hernandez desde ase 3 años tengo mi parttime con este trabajo lavando carros mantengo mi familia pago mis bills le compro ropa a mis hijos allado a mis padres es una galluda para mi con mi trabajo ~~extra~~. Como yo hay muchos que nos perjudicaria demaciado es un trabajo digno porfavor no a la 421 esperemos que las personas que tienen en sus manos poder alludarnos lo agan no a la 421 esperamos su apollo como un dia ustedes horuparon nuestro voto ahora nosotros neseditamos su voto no a la 421 Somos muchas Familias que nos pefudicaria no hestamos Rovando ni asiendo danos solo hestamos trabajando digna mente



April 1, 2021

To the Santa Maria city council.

First and foremost, my name is Manuel Delgado and my mobile car wash business is Velazquez Mobile Auto Detailing. I have been doing this business for about 5 years, I'm a citizen of this country, and a father of 4. I do this business as a side hustle and only on the weekends, and I do it because my earnings at my regular job is not enough to cover my family's expenses.

Secondly, I'd like to express my opposition to this new proposed ordinance. I believe that by taking this step unilaterally, you are violating my constitutional rights. I don't know what your intentions are with this ordinance, my belief is that you are doing this to limit me from doing my job. I feel offended and discriminated against. I, as well as many others like me, should have the right to work honorably so that we can provide for our families. You are abusing your power, you are treating us like second class citizens. I hope that you people understand that by doing this, you are quashing our hopes and dreams, all you doing with this is limiting my ability to earn some extra money so that I can provide for my family.

The sad thing is that during campaign season, you come to us asking for our support and then you get elected, you forget that we exist. I don't understand why all this animosity towards us. As it is, we are barely making it and here you come kicking us to the ground. I hope that you understand that this is absurd and ridiculous, we are human beings and we should be treating each other with respect.

Just the thought of losing this extra income has affected my Psychological health. I haven't had a good night sleep since learning about this proposed ordinance. Should this pass, it will affect my family negatively. The pandemic has made it difficult to cover basic necessities, and now you drop this bomb on us. We should be supporting each other during these difficult times.

With this letter I call on all of you to reconsider this ordinance, known as 4-21. I'm completely against it. Should it go into effect, it would affect my ability to provide for my family. I also hope that you understand that a lot of young people make money doing this, and if you cut this source of income, who's to say they won't turn to stealing or selling drugs to make ends meet.

Finally, from my perspective it seems like you want to take this decision against us because we lack the power and political influence bigger companies have. I'm aware of

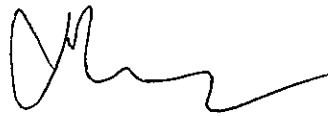
the discussions around climate change, but it is a conversation that we should sit down and discuss. I thank you for taking the time to read this letter.

Respectfully

Manuel Delgado

3/26/2021

To whom this may concern regarding the new 421 ordinance trying to get put into place by the city of Santa Maria CA. My name is Adrian Castillo I've been operating Castillo mobile car wash and detail for roughly over one year pretty much since the start of the pandemic due to the fact my full-time job not making enough to provide for my family including five kids and two adults. Being able to run my small business is the only way I am able to keep food on the table and the rent paid for a roof over our heads therefore I am completely against the ordinance 421 as it will more than likely put me in many other families in a rough struggle maybe even needing help from the government. Please take this into consideration, thanks.

A handwritten signature in black ink, appearing to be 'Adrian Castillo', with a stylized, flowing script.

4/4/21

Mi nombre es Esteban Flores
tengo 4 años trabajando en el Car Wash.
Y estoy en contra de la ley
Ya que esta ley afectaria bastante
a mi familia. Ya que nosotros dependemos
económicamente de este trabajo
Para sostenernos de ahí sale para
renta. Billes. comida y todo lo demás
además trabajo Oradamente y tratando
de salir adelante. Antes de este
trabajo trabajé en el fill y Siempre
quize Superarme así que empuendi
este pequeño negocio el cual me ha
sacado adelante. y además he
echo todo el esfuerzo para ser
un trabajador Onrado y que no
afecte a nadie...

HTT

Esteban Flores

March 31, 2021

Esteemed members of Santa Maria City Council,

My name is Chris Barajas and I am a lifelong resident of the city, born and raised. I have owned and operated California Detail since 1996 at the age of 26 when I realized that my lack of further education and prior criminal record would severely limit my employment opportunities. So, I borrowed some money and bought the equipment necessary to begin my own detailing business even though I had never waxed a car in my life. All I knew was that I did not want to ever step foot inside of a jail again and that I would learn the trade and be the best at it that I could. (So far so good:)

I have 25 years of detailing experience and I've probably seen it all. My first 12 years were spent as a Mobile Detail and Wash Service and the last 13 years in a shop environment and now mentor and offer various classes to many of the young up and coming mobile detailers in different aspects of detailing.

I am now 51 years old, and I remember when the only food trucks around served food to the field workers or at construction sites. Now some food trucks have their own websites and large following on social media.

I remember when if you had to get around without a car, it was either the SMAT bus or you called a taxi. Now you pull up an app on your phone and have a car pull up within minutes with no cash involved.

I remember pay phones and dials. Now you have a phone, T.V. and computer in the palm of your hands.

I remember if you wanted a decent wash, you had just 3 options, you washed it yourself at home with a bucket and hose, you washed it at a self-serve car wash, or you took it to the Santa Maria Carwash. Back then the line of cars stretched all the way to the street most days. Business was booming with employees running around like so many ants and life for the owner was so good that soon after he opened a 2nd location. He was an entrepreneur who built his own little car wash kingdom through hard work and determination. He probably thought that the business model he had built would last through the test of time and passed the kingdom down to his son, the Prince, as he embraced retirement.

But then times DID change. The kingdom is old and crumbling. If you drive by the wash any weekday now you can't help but shake your head at the sad sight of there being more employees waiting to clock in, then there are cars.

How did this happen? Maybe it was that every other gasoline station started installing drive through tunnel washes. Sure. Then Auto dealerships started to install and operate their own carwashes. Yes. Then more Express washes started to pop up in Orcutt on Clark, and more recently in Santa Maria on East Donovan and North Broadway. Ouch! One thing that all these new car washes have in common is that none of them are a full-service car wash as is the Santa Maria Car Wash. Why Not? The answer is very simple, they relied on industry surveys and studies that showed them that the old way of washing cars profitably, was just that, the old way.

The Prince doesn't want to accept that he failed to foresee the changes in consumers' needs, choices and expectations. And instead of restyling and adapt to a new business model, he (and other brick and mortar carwashes) would rather lash out and blame a group of Mobile Washers on his crumbling business empire.

First let's be clear on something, the self-serve car washes are not losing any business to Mobile Wash and Detail outfits because these are two totally different customer demographics. Self-serve car washes cater to those that are on a budget and can't afford a full-service wash, those that are really picky and don't trust anyone else to do a good job and those that simply enjoy it. These self-serve car washes have a steady stream of customers and on weekends the lines are 3 deep or more.

But it's a whole different story at the Santa Maria Car Wash. The full-service wash days are nearing an end. Not many people want to sit and wait among a crowd of strangers as more strangers crawl in and around their cars as they hurry and rush the work to get to the next one in line. And when you rush, you miss the small details. Quality suffers. Customer satisfaction lowers and they begin to look at other options. And that is the reason that there are so many Mobile Wash and Detail services here. Nobody has 'Taken' his customers, his customers have 'Left HIM'! And with good reason, just look at the negative reviews online and it becomes clearer. Times have changed and this is the future. Mobile Wash and Detail services are just picking up the slack and doing a hell of a lot better job at customer satisfaction, convenience and value.

But don't cry for Mr. John Letters (owner S.M Car Wash), anyone who can afford a brick-and-mortar car wash, or 2 in his case, (or 3 in Mr. Steve Herrings case) is probably well off and will be ok. Maybe he just doesn't take that trip to Dubai this year or somewhere the average Mobile Detailer can only dream of.

What chaps my hide is that it seems that he and some of the other car wash owners are playing victim here and trying to get the City Attorney and the City Council to do their dirty work for them by implementing and voting for Ordinance 4-21 to remove the competition. They want to monopolize the car wash business here in Santa Maria. And that's what this Ordinance will do by making it so expensive and burdensome on these hardworking entrepreneurs that most will not be able to afford and comply with every requirement.

Watching the reading on March 16 of this Ordinance made clear to me that there were many misconceptions about our industry flying around in that Council chamber that evening. Because of my experience and my position as representative of this group of Mobile Wash and Detailers I would like to offer some clarity.

First, the numbers. But please don't think of them as "Numbers" each one is a "FAMILY". City manager/attorney stated that there we're approximately 80 Mobile Detailers (families) in Santa Maria and that they estimate 98% have their business license. They must know, all they have to do is check how many business licenses they issued. They are WAY OFF! I have over 180 Mobile Wash and Detailers in my contacts list. That's 180 families.

Of these 180 families, roughly half of them are Full-Timers, meaning that this business is their whole means of support for his family. The other half are Part-Timers, and they rely on this income to supplement their income from another job that obviously doesn't provide enough to stay ahead of their

bills, expenses and inflation. If it did, they wouldn't have to be out in the sun all day on their days off just to make ends meet.

Roughly half of the 180 have a 'Helper'. That's another 90 helpers (families). Now you have a conservative number of 270 families that rely wholly or in part on the income that this work provides. That's a lot of people when you think of how many actual people make up a family. According to the 2010 census average family size here in Santa Maria is 3.77 Multiply that by 270 and now you have 1018 Santa Marians that are supported by this income. People that do not have to rely on assistance, or food stamps, or stand in line at a food bank or on the street asking for handouts. These people are consumers. They buy houses, cars, tires, gas, food clothes, shoes and so much more and they do it here! The money gets spent on essentials and it gets spent here in Santa Maria!

I know some of these detailers that have been at it the longest can make a very good living because they have worked hard and built up a very extensive client list and expanded into other aspects related to detailing while the young and beginners can struggle to get by as they slowly build up their own client list. As a conservative estimate, I will place yearly income at \$30,000/year for every one of the 270 families involved. That equals \$8,100,000 spread amongst them. That's a lot of money! No wonder the car wash owners want their Monopoly back. But the point I am trying to make is that this money is spread out over so many people and not just in the bank accounts of a few Car Wash owners, who are doing better than most, I'm sure.

These are not normal times. We are in the midst of a pandemic, unemployment is high, serious crime in the County jumped 18% from 2019 to 2020. This is not the time to add to this mayhem. If this Ordinance passes that is exactly what it will do. Where will all these people turn to supplement this steady source of income? I'm glad Councilman Escobedo has experience as Commissioner to the 5th districts Human Services Director of Santa Barbara County where they provide counseling, food, clothing, shelter, rental-housing assistance and job preparedness because he will find many of those 270 families that are going to need ALL of that. And many, if not most of these people live in his district and they voted for him. We all hope you have their backs!

Respectfully,

-Chris Barajas

04-05-21

Estimados Miembros del Consul de Santa Maria.

Antes de Todo espero se encuentren bien de Salud. Yo José Luis Chacon

Inverti mis Ahorros en un pequeño negocio de Car Wash móvil.

El ingreso que gano en el car Wash

~~ilves~~ no sea mucho, pero para mis padres son los gastos de sus necesidades.

Ya que Soy el sustento de Una Familia de 4 hijos los cuales estan estudiando.

Yo no estoy de acuerdo con la

Ordenanza 4-21

Porque los gastos aumentarian para comprar lo que la Ordenanza propone

Implementar acia los pequeños negocios

LES PIDO POR FAVOR QUE VOTEN EN CONTRA DE LA ORDENANZA 4-21

Yo estoy de acuerdo a Segun ciertas normas quemesen posible Seguir Trabajando.

Ya que hay personas que dependen de Mis ingresos, y no tengo muchos estudios para buscar un Mejor Trabajo.

Quiero agradecer por su tiempo que tomaron en leer mi Carta.

les deoco que nunca les agasaltan a sus Familias.

Que tengan mucho amor y Salud, por mucho tiempo

Att. José Luis Chacon

**CITY COUNCIL MEETING MINUTES
CITY OF SANTA MARIA, CALIFORNIA
MARCH 16, 2021 - CITY HALL COUNCIL CHAMBERS**

INVOCATION

Councilmember Waterfield gave the Invocation.

PLEDGE OF ALLEGIANCE

Councilmember Soto led the Pledge of Allegiance.

CALL TO ORDER

Mayor Patino reconvened the meeting and called the meeting to order at 5:30 p.m.

ROLL CALL:

MEMBERS PRESENT:

Mayor Alice Patino, Councilmember Mike Cordero, Councilmember Carlos Escobedo, Councilmember Gloria Soto, and Councilmember Etta Waterfield

STAFF MEMBERS PRESENT:

City Manager Jason Stilwell, City Attorney Thomas Watson, Code Compliance Supervisor Joylyn Castaing, Director of Finance Mary Harvey, City Librarian Mary Housel, Chief Information Officer Jeffrey Marecic, Director of Public Works/City Engineer Kevin McCune, Chief Human Resources Officer Elena Morelos, Director of Community Development Chuen Ng, Director of Recreation & Parks Alex Posada, Senior Civil Engineer Eric Riddiough, Chief of Police Marc Schneider, Director of Utilities Shad Springer, Interim Fire Chief Todd Tuggle, and Chief Deputy City Clerk Rhonda White

1 PROCLAMATIONS

There were no proclamations during this portion of the meeting.

2 PUBLIC COMMENT PERIOD

Written comment was received from Tensie Hernandez, Dennis Apel, Andrew Oman, Rebeca Garcia, and Lawanda Lyons-Pruitt (representing Santa Maria-Lompoc NAACP), in support of a resident's proposal to remove the flagship Santa Maria as the official logo of the City.

Carol Simas, Glenn Elliot, George Johnston, Deborah Johnson, Hunter Jameson, Dottie Lyons, and Kathy Crow, wrote in support of keeping the flagship Santa Maria as the City's Official Logo.

Staff also received one phone call from Tammy Rabska against changing the City's logo.

Scott Fina and Dennis Apel spoke in support of changing the City's logo.

Emily Ramey spoke about homeowners, businesses, and ways to save money.

City Manager Stilwell commented that the City's logo was not on an agenda for Council's consideration, but had been brought forward through written correspondence earlier in the week.

3 CONSENT CALENDAR

Consent Calendar Items 3A-3I were approved as presented, including the adoption of Resolution Nos. 2021-19, 2021-20, 2021-21, and 2021-22. The recorded vote appears with each item below.

Councilmember Soto requested that Item 3I (Pickleball rental fees at Hagerman Sports Complex) be pulled and then asked if the fees might hinder people from playing pickleball at the facility.

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Director of Recreation & Parks Posada indicated that staff had researched fees in surrounding cities and the fee would be reasonable at about \$5.00 per court for up to four people.

- A. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Agenda will be adopted by the same vote cast at the first meeting, unless City Council indicates otherwise.

Action: Readings waived.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. 5-0.

- B. Approve the Minutes of the regular City Council meeting of March 2, 2021.

Action: Minutes approved as submitted.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. 5-0.

- C. Adopt a Resolution:

1) Affirming the City's Performance-Based Pay Program (PBP) by rescinding Resolution 2016-42 and replacing it with a Resolution authorizing the implementation of the PBP in accordance with the Alignment Project competency-based employee performance management system; and

2) Authorizing the processing of the FY 2020-21 performance-based pay for City Council-appointed Executive Managers.

Action: Performance-based pay program approved in accordance with the Alignment Project.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. Adopted as Resolution No. 2021-19. 5-0.

- D. Adopt a Resolution declaring and confirming that dangerous weeds growing, and rubbish, refuse and dirt collected upon or in front of properties constitutes a public nuisance which must be abated; and commencing proceedings for the abatement of these nuisances pursuant to Title 5, Chapter 8 of the Santa Maria Municipal Code.

Action: 2021 Weed Abatement Program approved.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. Adopted as Resolution No. 2021-20. 5-0.

- E. Payment of Warrants. Ordered ratified subject to having been certified as being in conformity with the budget and having been approved for payment by the Director of Finance.

Action: Warrants ratified.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. 5-0.

- F. Payment of Payroll. Ordered ratified subject to having been certified by the proper Department Directors, as shown on records on file in the Department of Finance, and having been approved for payment by the Director of Finance.

Action: Payroll ratified.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. 5-0.

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- G. Receive the 2020 General Plan Annual Report and direct the Chief Deputy City Clerk to file the report with the Governor's Office of Planning & Research and the State Housing & Community Development Department.

Action: Report received and will be filed with the appropriate agencies.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. Report received and to be mailed to respective agencies. 5-0.

- H. Adopt a Resolution authorizing the filing of a claim with the Santa Barbara County Association of Governments (SBCAG) for allocation of Transportation Development Act (TDA) Funds for Fiscal Year 2021/2022.

Action: Claim for TDA to be filed with SBCAG.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. Adopted as Resolution No. 2021-21. 5-0.

- I. Adopt a Resolution approving and setting the rental use fees for the new Pickleball courts located within the Hagerman Sports Complex.

Action: Rental fees for pickleball at Hagerman Sports Complex approved.

Moved by Councilmember Waterfield, seconded by Councilmember Cordero.

Motion carried. Adopted as Resolution No. 2021-22. 5-0.

4 PUBLIC HEARING

- A. **MEASURE "A" FIVE-YEAR LOCAL PROGRAM OF PROJECTS.** The City Council considered approving the Measure "A" Five-Year Local Program of Projects for fiscal years 2021 through 2026. Director of Public Works McCune and Principal Civil Engineer Riddiough gave a presentation as detailed in the Council Agenda Report.

Public input

Mayor Patino opened the public hearing at 6:23 p.m. and, having no requests to speak, immediately closed the public hearing.

Action: Adopt a Resolution approving the Measure "A" Five-Year Local Program of Projects for fiscal years 2021/2022 through 2025/2026; and certifying that the City of Santa Maria will provide sufficient funding in the 2021/2022 budget to meet the Measure "A" Maintenance of Effort requirement.

Moved by Councilmember Waterfield, seconded by Councilmember Escobedo.

Motion carried. Adopted as Resolution No. 2021-23. 5-0.

5 REGULAR BUSINESS

- A. **JAPANESE COMMUNITY CENTER PRESENTATION AND PROCLAMATION.** The City Council received a presentation unveiling the new "Santa Maria Japanese Community Center Honoring the First Generation Issei" at the City Park at Enos Ranch, 1851 S. Bradley; and then presented a Proclamation to the Santa Maria Japanese Community Center, Inc., recognizing the many contributions made to preserve and educate the residents of the City of Santa Maria and the Valley in the culture and traditions of the Japanese.

Director of Recreation & Parks Posada and Mayor Patino presented the item.

- B. **DONATION FROM THE SANTA MARIA JAPANESE COMMUNITY CENTER, INC.** The City Council accepted a donation from the Santa Maria Japanese Community Center, Inc., for a community center being developed at the City Park at Enos Ranch. Director of Parks & Recreation

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Posada and Wes Koyama from the Japanese Community Center gave a presentation as detailed in the Council Agenda Report.

Action: Adopt a Resolution accepting a donation from the Santa Maria Japanese Community Center, Inc., in the amount of \$300,000, to be directed toward the construction of a new community center being developed at the City Park at Enos Ranch.

Moved by Councilmember Cordero, seconded by Councilmember Escobedo.

Motion carried. Adopted as Resolution No. 2021-24. 5-0.

- C. **MEASURE U CITIZENS' OVERSIGHT COMMITTEE ANNUAL REPORT.** The City Council received a presentation on the Measure U Annual Report for the period ending June 30, 2020; and received and filed the Measure U Citizens' Oversight Committee 2019-2020 Annual Report. City Manager Stilwell and Measure U Committee Vice-Chair Jack Owen gave a presentation as detailed in the Council Agenda Report.

Action: Measure U Annual Report ending June 30, 2020, received and filed.

- D. **SHORT RANGE TRANSIT PLAN.** The City Council considered the Short Range Transit Plan and minor adjustments to Route 8. Director of Public Works McCune, Senior Civil Engineer Riddiough, Consulting Transit Services Manager Susan Hafner and Consultant Kathy Chambers gave a presentation as detailed in the Council Agenda Report.

Action: Transit Plan and minor adjustments to Route 8 approved.

Moved by Councilmember Waterfield, seconded by Councilmember Soto.

Motion carried. Adopted as Resolution No. 2021-25. 5-0.

- E. **ORDINANCE FOR MOBILE CARWASH.** The City Council considered an Ordinance regulating mobile commercial car wash businesses. City Attorney Watson and Code Enforcement Supervisor Castaing gave a presentation as detailed in the Council Agenda Report.

Public input

Written comment in support of the ordinance was received from Sherlyn Jordan, John Letters, Felicia Valle, and Steve Herring.

Chris Barajas commented that the ordinance would probably not have as significant an influence as expected on the environment.

Action: Introduce for first reading, and continue to a future meeting for the second reading and adoption, an Ordinance regulating mobile car washing for commercial purposes within the City by adding new Chapter 4-21 to Title 4 of the Santa Maria Municipal Code; with a 6-9 month review to see if any adjustments need to be made.

Moved by Councilmember Soto, seconded by Mayor Patino.

Motion carried. Ordinance No. 2021-02 introduced, as amended. 4-1. Noes: Councilmember Cordero.

REPORT BY CITY MANAGER

City Manager Stilwell reported that the County of Santa Barbara had moved into the Red Tier with regard to COVID-19 restrictions which would allow more businesses to open with modifications. The next regular City Council meeting would be April 6, 2021. Items on the agenda would include the award of bid for the North Blosser Road Improvement Project; an agreement for Tesla charging stations at the Town Center; the CDBG allocations; and a General Plan Update.

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ORAL REPORTS OF COUNCILMEMBERS AND OFFICERS (INCLUDING AB1234 REPORTS)

Councilmember Cordero reported he did some volunteer work with the Santa Barbara Foundation and was involved in preparations for the annual Rodeo.

Councilmembers Soto and Waterfield had no AB1234 reportable items.

Councilmember Escobedo reported he attended a luncheon regarding the Future of Diablo Canyon.

Mayor Patino reported she attended a meeting with 3CE; an updated Santa Maria key leaders call; a State of Vandenberg Air Force Base update; an SB County Legislative briefing; a Fighting Back Santa Maria Board meeting; the Future of Diablo Canyon luncheon; the Mayor's Task Force Teen Academy meeting; a North County Subregional Meeting; and the Central Coast Coalition Sacramento Advocacy Day event.

ADJOURNMENT

There being no further business before the City Council, Mayor Patino declared the City Council meeting adjourned at 8:45 p.m. in memory of Chuck Hebard.

Approved at a regular meeting on April 6, 2021.

Rhonda M. White, CMC
Chief Deputy City Clerk and ex officio Clerk
of the City Council

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

Alice M. Patino
Mayor of the City of Santa Maria

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Attorney

Prepared by: Assistant City Attorney

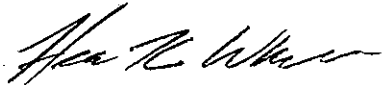
SUBJECT: REGULATING MOBILE COMMERCIAL CAR WASHING

RECOMMENDATION

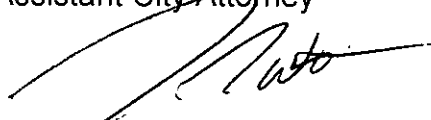
That the City Council conduct a second reading and adopt Ordinance No. 2021-02 to add provisions regulating mobile car washing for commercial purposes by adding Chapter 4-21 to Title 4 of the Santa Maria Municipal Code.

BACKGROUND:

The City Council introduced Ordinance No. 2021-02 at its regularly scheduled meeting on March 16, 2021. This constitutes the second reading of the Ordinance. Pursuant to the direction of the City Council on March 16th, this regulation's processes will be reviewed during the annual Code Compliance report of activities.



for **JEFFREY J. PATRICK**
Assistant City Attorney



THOMAS T. WATSON
City Attorney

ORDINANCE NO. 2021-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA,
CALIFORNIA, REGULATING MOBILE CAR WASHING FOR COMMERCIAL
PURPOSES BY ADDING CHAPTER 4-21 TO TITLE 4 OF THE SANTA MARIA
MUNICIPAL CODE**

Chapter 4-21: Mobile Commercial Washing Operations

The City Council of the City of Santa Maria, State of California, does ordain as follows:

SECTION 1. The following provisions of Chapter 4-21 of Title 4 of the Santa Maria Municipal Code are hereby adopted as follows:

Section 4-21.01 Purpose and intent.

The objectives of this Chapter are:

(a) To regulate Mobile Commercial Washing activities to prevent wastewater containing any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other cleaning substance, or any oils, grime, grit, dirt, heavy metals, substances resulting from the cleaning or other pollutants from being discharged into the City's storm drain system or otherwise on City property or in a manner which would cause damage to property or the environment.

(b) To maintain compliance with applicable stormwater program regulations and to avoid potential fines against the City from regulatory bodies.

(c) To establish procedures to carry out the permitting, inspection, and monitoring necessary to ensure compliance with this Chapter.

Section 4-21.02 Definitions.

As used in this Section, the following terms shall have the meanings set forth below, unless the context clearly requires otherwise:

(a) "Applicant" means the applicant for a permit under this Chapter.

(b) "Charity Event Permit" means a permit for a one-time, charitable Mobile Commercial Washing event. Charity Event Permits are limited to a specific day, period, and location. Charity Event Permits are subject to all the requirements of this Chapter. A single Charity Event Permit covers all individuals participating in the event. Where a Charity Event Permit is for Waterless Mobile Commercial Washing only, a Demonstration is not required.

(c) "Demonstration" means the scheduled test after receipt of initial application approval or upon submission of a renewal application. The Applicant will be required to demonstrate knowledge of the requirements of this Chapter, proper use of minimum required equipment, and their ability to comply with the Chapter requirements during the actual washing of a car, to be provided by Applicant. If multiple vehicles, trailers, or other minimum required equipment will be utilized pursuant to the Permit, all vehicles, trailers, or other minimum required equipment must be brought to the Demonstration for approval.

(d) "Demonstration Fee" means fee to be paid prior to the Demonstration. The Demonstration Fee is set by Resolution.

(e) "Director" means the Director of the Code Enforcement Division or their designee.

(f) "Dirty Water" means water used for purposes of Mobile Commercial Washing that contains any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other cleaning substance, or any oils, grime, grit, dirt, heavy metals, substances resulting from the cleaning or other pollutants.

(g) "Holding Tank Waste Disposal Permit" means the permit obtained pursuant to Title 8, Chapter 12, Article 8 of the Santa Maria Municipal Code, or a similar permit obtained from an approved disposal facility.

(h) "Holding Tank Waste Disposal Permittee" means a holder of a Holding Tank Waste Disposal Permit or holder of a similar permit from an approved disposal facility.

(i) "Examiner" means the individual designated by the Supervisor to conduct and score the Demonstration.

(j) "Individual Permit" means a Permit for an individual to conduct Mobile Commercial Washing pursuant to this Chapter. Individual Permits are non-transferable. Individuals operating under an Individual Permit are required to obtain a Business License in addition to the Individual Permit.

(k) "Mobile Commercial Washing" means any activity conducted for compensation that involves the washing of automobiles, trucks, motorcycles, recreational vehicles, or any other vehicle. A Mobile Commercial Washing operation moves from one location to another, such as to serve customers at their residences or places of work and must not operate from a fixed location. Mobile Commercial Washing includes any temporary car wash event conducted by any person for the purpose of fundraising.

(l) "Permit" means an Individual Permit, Sponsored Permit, Waterless Permit, and/or Charity Event Permit, unless otherwise stated.

(m) "Permittee" means the holder of a Permit.

(n) "Sponsored Employee" means an individual performing Mobile Commercial Washing activities as an employee pursuant to a Sponsored Permit. A Sponsored Employee operating under a Sponsored Permit is not required to obtain a Business License.

(o) "Sponsoring Employer" means the employer-applicant for a Sponsored Permit. Sponsoring Employers are required to maintain their own Individual Permit.

(p) "Sponsored Permit" means a Permit obtained by a Sponsoring Employer for use by a designated Sponsored Employee. With a Sponsored Permit, the Sponsoring Employer pays the costs of a Sponsored Employee's Permit. The Sponsoring Employer, rather than the individual, is the owner of the Permit; however, both the Sponsoring Employee and Sponsoring Employer shall be liable for violations of this Chapter. A Sponsored Permit is transferable in certain instances pursuant to this Chapter.

(q) "Sponsored Permit Transfer Fee" means the fee, set by Resolution, required to transfer a Sponsored Permit from one Sponsored Employee to another.

(r) "Supervisor" means the Code Enforcement Supervisor or their designee.

(s) "Waterless Mobile Commercial Washing" is a form of Mobile Commercial Washing that does not use water or other methods to rinse a vehicle. Waterless Mobile Commercial Washing is commonly referred to as a waterless wash, spray-on wash, or dry wash. In Waterless Mobile Commercial Washing, a specialized product is sprayed onto the vehicle and then removed by towel rather than rinsed. Waterless Mobile Commercial Washing does not contribute to stormwater regulatory issues because there is no water or other liquid removing contaminants from vehicles and into drainage gutters.

(t) "Waterless Permit" means an Individual Permit, Sponsored Permit, or Charity Event Permit that is useable only for Waterless Mobile Commercial Washing.

Section 4-21.03 Permit required.

(a) No person shall engage in conduct or carry on Mobile Commercial Washing in the City without first obtaining and maintaining a Permit issued pursuant to this Chapter.

(b) Each individual engaging in Mobile Commercial Washing in the City must obtain and maintain Permit applicable to their conduct.

(c) Individuals may not engage in Mobile Commercial Washing as the employee of a Permittee without first obtaining and maintaining either an Individual Permit or a Sponsored Permit.

Section 4-21.04 Application procedure.

(a) **Applications.** Applications for Permits shall be filed with the Supervisor and shall comply with the following requirements:

(1) Applications shall be accompanied by a fee in an amount established from time to time by resolution of the City Council.

(2) Applications shall be completed on a form designated by the Director, and shall be signed by the Applicant, and, if applicable, the Sponsored Employee, under penalty of perjury.

(b) **Contents of Application Form and Renewal Application Form.** Applications for Mobile Commercial Washing Permits and for the renewal for such Permits shall contain the following information:

(1) Name, address, telephone, and other contact information for the Applicant.

(2) Driver's License Information.

(3) Business license or charitable organization information.

(4) Number of employees, if any.

(5) Physical location for retention of required business records and mailing of notifications.

(6) Make, model, and description, including license numbers, of any vehicles or trailers that will be used to conduct Mobile Commercial Washing activities with the Permit, including proof of registration and insurance.

(7) Type of Permit sought.

(8) For Sponsored Permits only:

a. The name, address, telephone, and other contact information for any Sponsored Employee.

b. Driver's License Information.

c. Proof of satisfaction of the registration requirements of Labor Code section 2050 *et seq.*

(9) For Charity Event Permits only:

a. Date of event.

b. Hours of event.

c. Location of event.

d. The number of individuals that will be engaging in Mobile Commercial Washing.

e. A letter of authority from the property owner of the location of the event.

(10) For Mobile Commercial Washing excluding Waterless Mobile Commercial Washing:

- a. Proof of Required Equipment.
- b. Proof of general liability insurance.
- c. Water source information.
- d. An application for a Holding Tank Waste Disposal Permit, an approved permit from an approved disposal facility, or, for Charity Event Permits, if applicable, a will-serve letter from a Holding Tank Waste Disposal Permittee acknowledging its intent to provide proper disposal of all Dirty Water generated during Mobile Commercial Washing at a disposal facility on behalf of the Charity Event Permittee for the date of the Charity Event Permit.

(11) A complete description of the Mobile Commercial Washing to be conducted in the City.

(12) Any other information that the Director reasonably requires to administer this Chapter with respect to the Applicant's activities in the City.

Section 4-21.05 Issuance of Permits.

(a) Initial Approval or Denial. Once a completed application is filed, and the Applicant pays the prescribed application fee, the Supervisor shall review the application and either deny or conditionally approve the application.

(1) Denial.

- a. If the application is denied, the Supervisor shall give notice of that decision to the Applicant and shall include a statement of the reasons for the denial. The grounds for denial shall be:
 - i. The Permit application contains a false or misleading statement of a material fact.
 - ii. The Permit application fails to demonstrate how the Applicant will comply with this Chapter.
 - iii. The application seeks approval for Mobile Commercial Washing in violation of applicable law or this Chapter.
- b. Notice of the Supervisor's decision shall be mailed by certified or registered mail or personally delivered to the Applicant at the address shown on the application.

(2) Approval Conditioned on Successful Completion of a Demonstration:

- a. If the application is initially approved by the Supervisor, the Applicant shall schedule a Demonstration wherein the Applicant must demonstrate its knowledge of the requirements of this Chapter and its ability to comply with this Chapter through the washing of a vehicle, to be provided by Applicant.
- b. The Applicant shall pay the Demonstration Fee, which shall be set by Resolution, at least five (5) business days prior to partaking in the Demonstration. Demonstrations can be rescheduled up to one (1) time with at least two (2) business days' notice before a new Demonstration Fee is required. Demonstrations canceled or rescheduled by Applicant within two (2) business days of the scheduled Demonstration, or where the Applicant fails to appear shall not be entitled to a refund of the Demonstration Fee.

- c. If the Applicant passes the Demonstration, a final permit will be issued. If the Applicant fails the Demonstration, the Applicant will be provided written notice via certified or registered mail of its deficiencies within ten (10) business days by the Examiner.
- d. The determination of the Examiner regarding the passage of the Demonstration is not appealable.
- e. If an Applicant fails to successfully complete a Demonstration, the Applicant may schedule additional attempts until the Applicant is able to pass the Demonstration, provided that each Demonstration shall require a new Demonstration Fee prior to partaking in additional Demonstrations.
- f. Applications for Waterless Mobile Commercial Washing only (Waterless Permits) are exempt from the Demonstration requirement.

(3) Posting of Security. Prior to issuance of a Permit, the Applicant shall post the securities required by Section 4-21.18.

(4) Holding Tank Waste Disposal Permit. Prior to issuance of a Permit, the Applicant shall secure a Holding Tank Waste Disposal Permit from the Department of Utilities or other disposal facility or, for Charity Event Permits, if applicable, an executed agreement with a Holding Tank Waste Disposal Permittee for purposes of ensuring proper disposal of all Dirty Water generated during Mobile Commercial Washing at a disposal facility.

(b) Changes in Information: During the application process, an Applicant shall notify the Supervisor of any change in facts or information presented in the application within five (5) calendar days after such change.

(c) Issuance of Permit. A Mobile Commercial Washing Permit shall be effective on the date it is issued.

Section 4-21.06 Appeal procedure.

(a) Within ten (10) calendar days of the Supervisor's decision, the Applicant may appeal an adverse decision to the Director. The appeal shall be in writing, shall set forth the ground(s) for the appeal, and shall be accompanied by an appeal fee in an amount established from time to time by Resolution of the City Council.

(b) A hearing shall be held, and action is taken not less than fourteen (14) days nor more than forty-five (45) calendar days after the timely filing of a complete appeal unless the Applicant requests an extension. One extension shall be granted as a matter of right, but the Director shall have the discretion to grant or deny further extensions.

(c) The City shall give the Applicant at least ten (10) calendar days' notice of the hearing by mail at the address shown on the application.

(d) At the time set for the hearing, the Director shall hear the Applicant, who may present any facts to show why the Permit should be granted. The Director shall consider all relevant documents filed, and all relevant testimony given at the hearing.

(e) The Director shall adopt and issue a written decision approving or denying an application within thirty (30) calendar days after the conclusion of the hearing. Any decision to deny a Permit application shall be based on the grounds set forth in Section 4-21.05.

(f) Notice of the Director's decision shall be final as to the City.

Section 4-21.07 Non-transferability of Permits.

Permits (excepting Sponsored Permits as provided for in Section 4-21.08) issued under this Chapter are nontransferable. Any attempt to do so shall invalidate the Permit, constitute a violation of this Chapter, and result in both the Permittee and the transferee losing eligibility to receive a Permit for a period of twelve (12) months from the date of citation.

Section 4-21.08 Transferability Requirements for Sponsored Permits.

- (a) A Sponsored Permit is transferable to another eligible employee upon the Sponsored Employee's cessation of employment with the Sponsoring Employer.
- (b) The Sponsoring Employer must submit an application to transfer the Sponsored Permit.
- (c) The Sponsoring Employer must pay the Sponsored Permit Transfer Fee.
- (d) The Sponsored Employee receiving the transfer must perform the Demonstration required by Section 4-21.05 prior to transfer approval.

Section 4-21.09 Permit Length and Renewal.

- (a) A Permit shall be valid for one (1) year from the date of its issuance, unless suspended or revoked. Charity Event Permits are valid only for the time, date, and location stated in the Charity Event Permit.
- (b) A Permit must be renewed annually by the Permittee to prevent Permit expiration.
- (c) The deadline to submit renewal applications is forty-five (45) calendar days prior to Permit expiration. Applications submitted within forty-five (45) calendar days of expiration will be treated as applications for a new permit.
- (d) The Supervisor shall review a Permit renewal application in the manner prescribed in Section 4-21.05. If the Supervisor denies an application for renewal or revokes or suspends a Permit, the Permittee may appeal the Supervisor's decision to the Director pursuant to Section 4-21.06 of this Chapter.
- (e) Renewal applications are subject to Demonstrations at least every two (2) years. The Supervisor may require Demonstrations be completed with any renewal application where there are changes to the equipment being utilized or where the Permittee was cited for a violation of this Chapter at any time in the previous two (2) years.

Section 4-21.10 Minimum Required Equipment.

- (a) Waterless Permits:
 - a. There are no minimum equipment requirements for Waterless Permits.
- (b) All other Permits must maintain the below minimum required equipment:
 - a. Portable catch basin (or overlapping basins). The Portable catch basin must catch 95 percent of water, with 5 percent allowed for overspray.
 - b. Sufficiently sized Dirty Water storage container.
 - c. An active recovery system/vacuum system/pump system capable of operating continually during the vehicle wash process. The recovery system must be capable of collecting water from the portable catch basin and transferring it into the Dirty Water storage container without spillage.

- d. Equipment able to safely transfer a full Dirty Water storage container.
- e. All hoses must have auto shut-off nozzles.

Section 4-21.11 Permit Conditions.

(a) A Mobile Commercial Washing Permittee shall:

- a. Maintain Minimum Required Equipment.
- b. Always comply with the requirements of this Chapter.
- c. Provide updates to the Director within five (5) business days of any changes in information that would affect the Permittee's Permit status or Mobile Commercial Washing.

(b) A Mobile Commercial Washing Permittee shall not:

- a. Operate at a fixed location, advertise that services are available at a specific location, or otherwise invite customers to come to a specific location to receive services provided by the business. Mobile Commercial Washing Permittees must go to the customer rather than have the customer come to them. A Permittee shall not set up shop at any particular location and accept customers at that location. The Mobile Commercial Washing must truly be mobile.
- b. Wash engines, undercarriages, or heavily soiled vehicles.
- c. Erect or place advertising of the business at any location the business may operate, except to the extent required to prominently display their Permit in accordance with this Chapter.
- d. Operate utilizing any vehicles, trailers or other minimum required equipment not listed in the Permit.

Section 4-21.12 Discharges.

(a) During the wash, all water must be collected in the required portable catch basin. It must then be collected from the portable catch basin and stored in a Dirty Water storage container without spillage.

(b) During the entire term of the Permit, Permittees, except holders of Charity Event Permits or those engaging solely in Waterless Mobile Commercial Washing, must maintain a Holding Tank Waste Disposal Permit and dispose of Dirty Water generated through Mobile Commercial Washing Activities pursuant to that Holding Tank Waste Disposal Permit. Charity Event Permit holders not solely engaged in Waterless Mobile Commercial Washing may, in lieu of securing a Holding Tank Waste Disposal Permit, enter into an agreement with a Holding Tank Waste Disposal Permittee that ensures proper disposal of all Dirty Water generated during Mobile Commercial Washing at a disposal facility.

(c) Permittees must comply with Title 8, Chapters 8-12, and 8-12a of the Santa Maria Municipal Code at all times.

Section 4-21.13 Permit Display.

Permittee shall display their Permit in a prominent location during any Mobile Commercial Washing activity and shall present the Permit to any City agent upon demand.

Section 4-21.14 Recordkeeping.

- (a) Permittees must keep records of the following:
 - a. Numbers of vehicles washed per day.
 - b. Locations of where vehicles are washed by Permittee.
 - c. Total volume (gallons) of Dirty Water discharges per day.
 - d. Receipts, invoices, and/or other forms of documentation of proper disposal of Dirty Water discharges at a disposal facility by Permittee or other authorized Holding Tank Waste Disposal Permittee.
- (b) Permittees must submit records to the Department once per month. Records for the preceding month are due to the Department by the 25th day of the next month (e.g., records required by Section 4-21.14(a) for June of any year are due by July 25th).
- (c) The Director may designate required forms of recordkeeping and required methods of submission of records.

Section 4-21.15 Authorized Locations/Unauthorized Locations.

- (a) Mobile Commercial Washing is banned from all City streets, City easements, and City-owned properties.
- (c) Mobile Commercial Washing may take place on private property with the permission of the owner or tenant. It is unlawful for a Permittee to provide services at any location without first having obtained the express written authorization of the owner or authorized tenant of the property. Written authorization is not required when the owner or tenant or the property is present while the vehicle is being washed.
- (d) In the case of a residential building with more than four (4) units (such as an apartment complex) or a commercial complex, the authorization must be provided by the property owner (or property management firm, in the case of property managed by such a firm).

Section 4-21.16 Reserved.

Section 4-21.17 Revocation of Permit.

- (a) Any Permittee that is cited for three (3) violations of this Chapter within the period of one (1) year, on a rolling basis, shall have their Permit revoked upon written notice from the Supervisor.
- (b) A Permittee operating without the required minimum equipment shall have their permit revoked upon the first citation.
- (c) A Permittee that has their permit revoked is ineligible to receive a new Permit from the City for a period of one (1) calendar year from the date of revocation.
- (d) A revocation may be appealed to the Director in accordance with Section 4-21.06.

Section 4-21.18 Security.

Prior to the issuance or renewal of the Permit, an Applicant shall secure and deliver to the satisfaction of the Director a performance bond from a surety company acceptable to the City or

cash deposit in the amount of twenty thousand dollars (\$20,000) for Individual Permits and Sponsored Permits and in the amount of ten thousand dollars (\$10,000) for Charity Event Permits and Waterless Permits. Said performance or cash bond shall serve as security for the faithful performance of all conditions and provisions of this Chapter and any Permit issued under it and shall be acceptable in the form to the City Attorney. The bond shall remain in force during the life of the Permit and all renewals thereof. The bond shall be in favor of the City and shall not extend to the right of recovery against the sureties by third persons. After any recovery against the bond by the City, the bond amount shall be restored to the required sum.

Section 4-21.19 Insurance.

Permittees, excepting Permittees with Permits solely for Waterless Mobile Commercial Washing, are required to maintain general liability insurance in the amount of \$1,000,000.

Section 4-21.20 Indemnification.

Prior to the issuance or renewal of a Permit, Applicants shall execute an indemnification agreement with the City as follows:

"Permittee shall indemnify, defend with counsel approved by City and hold harmless the City, its officers, employees, and agents from and against any and all loss, liability, penalty, fine, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial, legislative or administrative in nature including, but not limited to, injury to and death of any person and damage to property or for contribution or indemnity claimed by third parties arising out of or occasioned in any way by, directly or indirectly by the negligence or willful misconduct of Permittee, its officers, agents and employees in performing services in the City of Santa Maria; and/or by the failure of Permittee, its officers, agents and employees to comply with the provisions of applicable laws, including the Santa Maria Municipal Code, and/or applicable Permits and licenses."

Section 4-21.21 Inspection.

The Director is authorized to enforce all provisions of this Chapter. The City's inspection authority pursuant to this Section shall include the authority to enter, sample, inspect, review and copy records required to be maintained under this Chapter. Authorized City staff may inspect Mobile Commercial Washing activities that take place in any public area and, upon an appropriate warrant, if required, may inspect such activities on private property.

Section 4-21.22 Prohibition on Hiring Unpermitted Mobile Commercial Washing Services.

No person shall hire, engage, or use any Mobile Commercial Washing service which does not have a valid Mobile Commercial Washing Permit from the City.

Section 4-21.23 Misdemeanor.

Any person violating any of the provisions of this Chapter is guilty of a misdemeanor, and upon conviction thereof shall be punishable as provided in Title 1, Chapter 1-6 of this Code. Indiscretion of prosecuting agency, violations may be treated as infractions and prosecuted under any applicable provision in Title 1 of this Code.

Section 4-21.24 Public Nuisance.

It shall be unlawful and a public nuisance for Mobile Commercial Washing activities to be operated, conducted, or maintained contrary to the provisions of this Chapter. The City may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinder of that business in any manner provided by law.

SECTION 2. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15601(b)(3) (general rule) of the CEQA Guidelines because the City Council hereby finds with certainty that there is no possibility the passage of this Ordinance amending the zoning Code will have a significant effect on the environment.

SECTION 3. If any part or provision of this Chapter, or the application thereof to any person or circumstance, is held invalid, the remainder of the Chapter, including the application of that part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

SECTION 4. This Ordinance shall be in full force and effect thirty (30) days after its passage. Within fifteen (15) days following its passage, the City Clerk shall cause this Ordinance to be published in a newspaper of general circulation in accordance with State Law; or when deemed necessary due to the length or complexity of the Ordinance, cause a summary of the Ordinance to be prepared and published at least five (5) days prior to the City Council meeting at which the proposed Ordinance is to be adopted. If a summary is published at least five (5) days prior to the City Council meeting at which the proposed Ordinance is to be adopted, then within fifteen (15) days after adoption of the Ordinance the City Clerk shall publish a summary of the Ordinance with the names of those City Council Members voting for and against the Ordinance and shall post a certified copy of the full text of such adopted Ordinance along with the names of those City Council Members voting for and against the Ordinance.

SECTION 5. Notwithstanding the effective date of this Ordinance, the date of enforcement of this Ordinance shall be delayed until Permit applications have been made available for a period of ninety (90) days.

SECTION 6. The Chief Deputy City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

INTRODUCED at a regular meeting of the City Council held the 16th day of March 2021, and **PASSED AND ADOPTED** at a regular meeting of the City Council held this 6th day of April 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

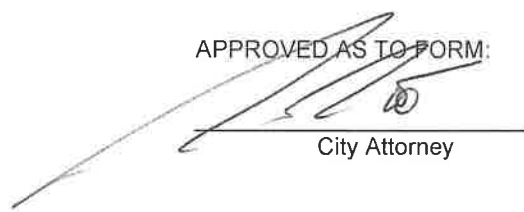
ABSTAINED:

Alice M. Patino
Mayor

ATTEST:

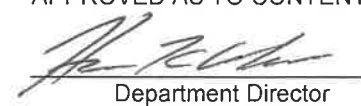
Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO CONTENT:



Department Director



City Manager

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT**TO:** City Council**FROM:** City Manager

Prepared by: Director of Community Development

**SUBJECT: FISCAL YEAR 2021-22 HOME CONSORTIUM ALLOCATION
RECOMMENDATION****RECOMMENDATION:**

That the City Council adopt a Resolution approving the use of Fiscal Year 2021-22 HOME Investment Partnerships (HOME) funding to be allocated to assist the City of Santa Maria's Tenant-Based Rental Assistance (TBRA) program and an affordable housing project in Santa Barbara County.

BACKGROUND:

HOME is a Federal program that funds a variety of activities aimed at providing affordable housing for low- to moderate-income households. The program is administered by the U.S. Department of Housing and Urban Development (HUD). The City has participated in the HOME program for decades, with a brief intermission during FY 2016-17 when the City voted to apply for HOME funding on its own. The City was not successful and returned to the County's Consortium a year later. Currently, the City is under contract with the Santa Barbara County Consortium as both a participating jurisdiction and a subrecipient. As a subrecipient, the City is currently using part of its funds to administer the Tenant-Based Rental Assistance (TBRA) program. The TBRA program provides one-time security deposit assistance of up to \$2,500 to income-qualifying households renting a place in Santa Maria. The program began in 2010 and has assisted nearly one thousand Santa Maria households secure housing. There is no other program of its kind in the City.

The remaining amount of the City's HOME funding has historically gone to an affordable housing development project in Santa Maria. Examples of recent affordable housing development projects in Santa Maria are Sierra Madre Cottages (\$1,114,988 HOME funds and \$285,012 in Santa Barbara County Inclusionary Housing In-Lieu funds for 40 senior units), Residences at Depot Street (\$1,994,459 HOME funds and \$1,178,978 in Santa Barbara County Inclusionary Housing In-Lieu funds for 80 units), West Cox Cottages (\$1,350,000 Homeless Emergency Aid Program and \$1,500,000 No Place Like Home for 30 units), and Good Samaritan Shelter for its Pine Street Bungalows II project (\$291,137 HOME funds for 4-bedroom, 3-bath house).

DISCUSSION:

The City of Santa Maria is receiving \$307,308 in HOME funding from the County's Consortium for Fiscal Year 2021-22. The fiscal year for the Consortium begins October 1, 2021. It is proposed that the City use part of the funding for its TBRA program and the other part to assist a project within the County of Santa Barbara.

In the fall of 2020, the County of Santa Barbara, which is the lead agency and fiscal agent for the HOME Consortium, issued a notice of funding availability (NOFA) including FY 2021-22 HOME funds. The County did not receive a proposal for a project in Santa Maria for FY 2021-22. Staff recommends that \$157,308 of the expected FY 2021-22 HOME funding be used at the discretion of the County HOME Consortium unless a viable affordable housing project that qualifies for HOME funding expresses interest.

Allowing the County of Santa Barbara's HOME Consortium to fund an area project with the City's allocation is done from time to time when the City does not have a viable project eligible for the funds. In addition, the City of Santa Maria has benefitted from the County's portion of HOME funds in recent years. In addition to the City's HOME fund allocation, the County also used part of their in-lieu funds for the Housing Authority of Santa Barbara County's Residences at Depot Street, and Peoples' Self-Help Housing Corporation's Sierra Madre Cottages.

As for the City's TBRA program, staff recommends that \$150,000 of FY 2021-22 HOME funding be allocated to this program. By approving this proposed allocation, the City can continue offering the TBRA program seamlessly from one fiscal year to another. The amount recommended should be more than enough to cover the average amount of TBRA applications that come into the City, as well as additional TBRA's that will come because of new housing construction.

Alternatives

An alternative would be to use the entire \$307,308 for TBRA; however, even with the popularity of the program and the increased deposit amounts that the City is now offering, the City has historically never spent more than \$150,000 in one year.

Fiscal Considerations

The proposed action will provide \$150,000 to the City's successful TBRA program which continues to serve dozens of residents in the community every year. Due to a lack of new affordable housing projects proposed in Santa Maria for the coming year, the remaining amount is recommended to go back to the HOME Consortium to use for a future affordable housing project within the county. The City's general fund will not be affected by this action.

Impact to the Community

The proposed action will have a beneficial impact on the community by continuing to provide affordable housing to Santa Maria residents with TBRA and will help create additional affordable housing in the County of Santa Barbara.



ROSIE ROJO

Community Programs Manager



CHUEN NG

Director of Community Development

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA, CALIFORNIA, APPROVING THE USE OF FISCAL YEAR 2021-22 HOME INVESTMENT PARTNERSHIPS (HOME) FUNDING TO BE ALLOCATED TO THE CITY OF SANTA MARIA'S TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM AND AN AFFORDABLE HOUSING PROJECT IN SANTA BARBARA COUNTY

WHEREAS, HOME Investment Partnerships (HOME) is a Federal program that funds a variety of activities aimed at providing affordable housing for low- and moderate-income households; and

WHEREAS, the program is administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City has participated in the HOME program, as part of a consortium with the County, since the consortium's inception in 1995, with a gap year during FY 2016-17; and

WHEREAS, Santa Barbara County is the lead agency and fiscal agent for the Consortium, and the City is under contract with the County Consortium as both a participating jurisdiction and a subrecipient; and

WHEREAS, the City is expected to receive \$307,308 in HOME funding from the County Consortium for Fiscal Year 2021-22; and

WHEREAS, the City is successfully using its HOME funds for its Tenant-Based Rental Assistance (TBRA) program, and would like to continue offering this program by using \$150,000 of its FY 2021-22 allocation towards rental deposits to those who income-qualify; and

WHEREAS, the City did not receive a viable, local affordable housing project for FY 2021-22 HOME funding; and

WHEREAS, the City also understands the need for affordable housing in the community and would like to contribute its remaining \$157,308 FY 2021-22 HOME funding to an affordable housing project in Santa Barbara County.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California, as follows:

1. That \$150,000 in HOME funds be allocated to assist with the City's TBRA program and provide rental deposits to area residents; and
2. That \$157,308 in HOME funds be used for an affordable housing project in Santa Barbara County; and

3. The Chief Deputy City Clerk is authorized and directed to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

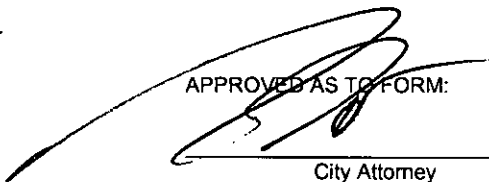
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held this 6th day of April 2021.

Mayor

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO CONTENT:



Department Director



City Manager

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Manager

Prepared by: Director of Public Works/City Engineer

SUBJECT: PROPOSED TRAFFIC CENSUS EASEMENT TO CALTRANS ON BROADWAY, STATE ROUTE 135

RECOMMENDATION:

That the City Council adopt a Resolution authorizing a Right-of-Way Contract and Traffic Census Easement Deed with the California Department of Transportation (Caltrans) for a portion of City property located at the east edge of Town Center West that fronts Broadway (SR-135) for the maintenance of an existing traffic census cabinet.

BACKGROUND:

Caltrans has an upcoming major maintenance project on Broadway (SR-135) that involves rehabilitation of the pavement, installation of new concrete Americans with Disabilities Act (ADA) compliant curb ramps, signals, upgrade of signals, and other associated traffic control equipment. As a part of this project, Caltrans will be seeking to acquire 85-square feet of permanent Traffic Census Easement (TCE) for access purposes to accommodate the maintenance of the traffic census cabinet located on the property at 200 S. Broadway, Santa Maria, CA 93454. The exact location of the cabinet and easement are illustrated in the deed in Attachment B.

DISCUSSION:

The State of California, acting through its Department of Transportation, in coordination with the City of Santa Maria, proposes to install ADA-compliant curb ramps within the State right-of-way along SR-135. This project spans from Lakeview Road to the junction of SR 135 and US 101. This project is part of a pavement preservation project consisting of Asphalt Concrete (AC) overlay along the above-prescribed area. Due to the poor condition of the current pavement, Caltrans will be performing a pavement rehabilitation project which will extend the service life and improve the ride quality of the existing pavement. The second objective is to comply with ADA standards by updating the curb returns. Approximately 52 curb returns will be replaced bringing them into compliance with current ADA standards.

Caltrans proposes to install, operate, and maintain traffic signal-related facilities in the City of Santa Maria, near the State right-of-way along SR 135, also known as Broadway. An above-ground traffic census cabinet already exists in this location, and Caltrans would like to obtain an easement in order to continue maintenance of the aforementioned utility. No construction is necessary on the property, but access to the traffic census cabinet is needed at this time. The 85-square foot TCE will allow Caltrans to access the traffic census cabinet that is needed to continue proper traffic counts in the area.

The proposed TCE is a rectangular shape (approximately 14 feet by 6 feet) and located along the western property boundary behind the back of an existing sidewalk. The TCE is needed for the purposes of installing, operating, and maintaining traffic signal-related facilities including, but not limited to access to above ground utility box (traffic census cabinet). The easement area is within the landscaped area near the northeastern corner of the parcel along SR 135. City-maintained landscaping includes small bushes, plants, and sprinkler irrigation which will not be impacted by the action of this easement since there will be no construction at this site. This easement is to access a Caltrans existing facility and is essential for the upcoming maintenance project in order to perfect title.

Alternatives

Deny the request for the grant of easement. The denial will prohibit Caltrans from moving forward with pavement maintenance project in a timely fashion and will legally prohibit them from maintaining their traffic census cabinet, which is currently on City of Santa Maria property. It is unknown how the cabinet was placed without an easement during its original construction, but this project has prompted Caltrans to legally obtain easements so that it can continue with the maintenance of its assets.

Fiscal Considerations

The grant easement will result in a payment to the City in the amount of \$2,500. The appraised value of the property is listed as \$500, but Caltrans has adjusted the payment based upon the highest amount that Caltrans can offer for a nominal traffic census easement.

Impact to the Community

The granting of the easement will have no direct impact on the community. However, the Caltrans maintenance project will be a positive impact and provide rehabilitated pavement, ADA ramps and upgraded traffic signals along the Broadway corridor. The grant easement will result in 85-square feet of Town Center West, near Broadway, that will remain as an easement for Caltrans to be able to enter City property and maintain their equipment. The subject area is located in a landscaped area on the east edge of the parcel that fronts Broadway.



ERIC RIDDIOUGH, P.E.
Principal Civil Engineer



KEVIN P. MCCUNE, P.E.
Director of Public Works/City Engineer

Attachment "A" Cover Letter, Right of Way Contract and Appraisal Documents
Attachment "B" Traffic Census Easement Deed

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

The California Department of Transportation, in coordination with the City of Santa Maria, proposes to install American with Disabilities Act (ADA) compliant curb ramps within the State Right of Way along SR-135 (Broadway). This project spans from Lakeview Road to the junction of State Routes 135/101, and it is part of a pavement preservation project consisting of Asphalt Concrete (AC) overlay along the above-prescribed area. Included in the aforementioned project is the need to maintain traffic signal and census systems along SR-135. A traffic census cabinet facility currently exists in the area and a Traffic Census Easement is necessary to allow for the access and maintenance of the traffic census-related facility.

Your property located at 200 S. Broadway, Santa Maria, CA, 93454 is within the project area and is also identified by your county assessor as Parcel No. 123-280-026.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the Department of Transportation purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The State will offer to purchase any remnant(s) considered by the State to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The proposed interest to be acquired is 85 sq. ft. of Traffic Census Easement and is outlined in color on the enclosed map.
4. The market value of the property being purchased is based upon a market value valuation, which is summarized in the enclosed Appraisal Summary Statement and such amount:
 - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
 - b. Is not less than the approved appraisal of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits, which the owner is entitled to receive under an agreement with the Department of Transportation.

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

5. Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Department will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:
 - a. You, not the Department, must order the appraisal. Should you enter into a contract with the selected appraiser, the Department of Transportation will not be a party to the contract.
 - b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the Department of Transportation, 50 Higuera Street, San Luis Obispo, CA 93401, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), the complete appraisal report, and invoice for completed work by the appraiser must be provided to the department of Transportation concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the State's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to the State of California of all or part of your interest in the real property sought to be acquired by the Department of Transportation as set out in Streets and Highways Code Sections 104.2 and 104.12.

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
 SAN LUIS OBISPO, CA 93401-5415
 TELEPHONE (805) 549-3740
 FAX (805) 549-3558
 TTY (805) 549-3259
<http://www.dot.ca.gov/dist05>



*Making Conservation
 a California Way of Life.*

March 2, 2021

5-SB-135-PM 15.88

R/W – 1G970

Parcel No. 12124-1

APN: 123-280-026

City of Santa Maria – Public Works
 110 S. Pine Street Suite 221
 Santa Maria, CA 93458

Dear City of Santa Maria:

The California Department of Transportation (Caltrans), proposes to operate and maintain traffic census-related facilities in the City of Santa Maria, near the State Right of Way along State Route 135 (SR-135), also known as Broadway. An above-ground traffic census cabinet has been identified on the property belonging to the City of Santa Maria. Caltrans requests to obtain a permanent easement in order to maintain this cabinet that records Traffic Volumes (aka traffic counts) along SR-135. No construction is necessary on the property, but access to the traffic census cabinet is needed at this time.

As a part of this project, the Department of Transportation will be seeking to acquire 85 square feet of Permanent Traffic Census Easement for access related purposes to accommodate the maintenance of the traffic census system located on your property at 200 S. Broadway, Santa Maria, CA 93454. The property is identified as Santa Barbara County Assessor's Parcel No. 123-280-026. This area located near the northeastern property boundary is identified as Parcel 12124-1 on the included map.

The full amount of just compensation offered is given below:

Total Offer

\$2,500.00

City of Santa Maria
Parcel 12124-1
March 2, 2021
Page 2

For a more thorough description of the project and the State's acquisition offer, please see the enclosed Appraisal.

Enclosed for your review and return are:

- Right of Way Contracts for Parcel 12124-1. **Two (2) originals are to be signed.**
- Payee Data Record form. **One (1) to be completed and signed on behalf of each entity receiving compensation.**
- Notarized Easement Deed. **One (1) notarized easement deed to be signed (copy of executed deed will be returned once deed is recorded).**

Please execute the above-noted documents and return them to the Caltrans Right of Way office.

Enclosed for your personal records are the following documents:

- Summary Statement Relating to the Purchase of Real Property or an Interest Therein
- Appraisal Summary Statement (itemized summary)
- Copy of the Approved Appraisal
- Copy of Right of Way Contract
- Copy of Easement Deed
- Project Mapping

Please call me at (805) 549-3740 or email me at Michelle.Cruz@dot.ca.gov when you are ready to discuss the enclosed materials. I will also make myself available to meet with you on-site. I am more than happy to answer any questions you have about the project. I look forward to speaking soon.

Respectfully,



MICHELLE CRUZ
Right of Way Agent
Acquisition Branch

_____, California

_____, 20____

Grantor(s)

District	County	Route	Post Mile	Exp Auth
5	SB	135	15.7	1G970 9

PROJECT: 0516000008 9

THIS DOCUMENT NO. 12124-1 in the form of a PERMANENT EASEMENT DEED consisting of a Traffic Signal Easement, covering the property particularly described in the above instrument, has been executed and delivered to MICHELLE CRUZ, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 12124-1, for State highway purposes, a public use for which grantee has the authority to exercise the power of eminent domain. Grantors are compelled to sell, and grantee is compelled to acquire the property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall:

- (A) Pay the undersigned grantor(s) the sum of \$2,500.00 for the property or interest conveyed by above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

STATE OF CALIFORNIA * DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY

Page 2 of 3

- (B) Pay all escrow, notary, and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
 - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within that certain area shown outlined in color and labeled Parcel 12124-1 on the maps marked Exhibit "A", attached hereto and made a part hereof, for the purpose of a Permanent Traffic Signal Easement on State Route (SR) 135 (Broadway) to accommodate traffic signal facility maintenance.
 4. It is understood and agreed that included in the amount payable in Clause 2(A) above is compensation in full for the actual possession and use of the Permanent Traffic Signal Easement identified as Parcel 12124-1 commencing on 04/01/2021.
 5. This Traffic Signal Easement is approximately 85 square feet on Assessor's Parcel Number 123-280-026 located at 200 S. Broadway, Santa Maria, CA 93454.
 6. The undersigned grantor warrants that they are the owner in fee simple of the property affected by this Traffic Signal Easement as described in Clause 3 above and that they have the exclusive right to grant this Traffic Signal Easement.
 7. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
 8. The State agrees to indemnify and hold harmless the grantors from any liability arising out of the State's operations under this agreement. The State further agrees to assume responsibility for any damages proximately caused by reason of the State's operation under this agreement and the State will, at its option, either repair or pay for such damage.
 9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, commences on 04/01/2021 and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
 10. Verbal communication with the Grantor shall be with the Grantor's point of contact at:

_____ (Grantor's contact number).

11. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District office, 50 Higuera Street, San Luis Obispo, CA 93401-5415.

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

By: City of Santa Maria

KEVIN McCUNE
Director of Public Works/ City Engineer

RECOMMENDED FOR APPROVAL:

**ACCEPTED:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

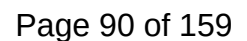
By _____
MICHELLE CRUZ
Right of Way Agent

By _____
PATRICK MASON, Chief
San Luis Obispo Acquisition Branch
Right of Way

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Part of Document No. 12124-1

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
APPRAISAL SUMMARY STATEMENT**CONFIDENTIAL**

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure

Page 1 of 6

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date
05	SB	135	15.88	12124-1	N/A	03/02/2021

Owner: City of Santa Maria

Date Acquired: N/A

Property Address: 200 S. Broadway
Santa Maria, CA, 93454Property to be acquired: Part ☒ All ☐

Locale: Santa Barbara County

Total Property Area: 401,623 sq. ft.

Including Access Rights Yes ☒ No ☐**STATUTORY BASIS OF VALUATION**

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision C of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued: Traffic Census Easement

Date of valuation: 10/06/2020 Original ☒ Updated ☐

Applicable zoning: Downtown Specific Plan

Area to be acquired: 85 SF Traffic Census Easement

Highest and best use: Commercial

Current use: Commercial

APPRAISAL SUMMARY STATEMENT (Cont.)

Page 2 of 6

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
12124-1, Traffic Census Easement	85 SF

Total Area = 85 sq. ft.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
N/A	N/A

Lump Sum Total = N/A

APPRAISAL SUMMARY STATEMENT (Cont.)

Page 3 of 6

Value of the Entire Property \$ Not Appraised

Value of the property being acquired
including the following
improvements:

Land: \$ 212.50

Imps: \$ --

\$ 212.50

Value of the remainder as part of the
whole before the State's acquisition

\$ Not Appraised

Value of the remainder as a separate parcel (cured)

\$ Not Appraised

Severance Damages (see page 4):

Cost to Cure Damages: \$ --

Incurable Damages: \$ --

Total Damages: \$ --

Benefits (see page 4): \$ --

Net Damages: \$ --

The amount of any other compensation: \$ --

JUST COMPENSATION FOR ACQUISITION \$ 212.50

Rounded To \$ 500.00

Total Construction Work \$ N/A

APPRAISAL SUMMARY STATEMENT (Cont.)

Page 4 of 6

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item	Size
N/A	N/A

Lump Sum Total: \$ _____ --

INCURABLE DAMAGES

None

Lump Sum Total: \$ _____ --

TOTAL DAMAGES \$ _____ --

BENEFITS

None

Lump Sum Total: \$ _____ --

NET DAMAGES (Total Damages less Benefits) \$ _____ --

APPRAISAL SUMMARY STATEMENT (Cont.)

Page 5 of 6

CONSTRUCTION CONTRACT WORK ITEMS

None

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
 Indicated value by Sales Comparison Approach \$ 500.00
 See list of principal transactions.

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach to value has been considered in this appraisal. The methodology is utilized in this report because the construction in the manner proposed is affecting land only. The Income and Cost Approaches to land and/or improvement value are not appropriate and therefore not utilized. Any Improvement costs were derived from recognized cost data sources. Comparable sales found in the market area, as well as local expert opinions and public records are used to establish the fair market value of this parcel. Only the required area is valued in this report. Valuation of the entire property is not required when the subject of the appraisal is a fractional interest.

Damages to the remainder due to the acquisition of the portion of the property required for the proposed project have not been found. This is because there will be no change in the highest and best use of the property, quality, degree of access, which will remain the same, and there is no impairment of size or shape in the after condition.

No benefits exclusive to the remainder due to the proposed construction of the project have been found.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimate net Severance Damages.

APPRAISAL SUMMARY STATEMENT (Cont.)

Page 6 of 6

LIST OF PRINCIPAL TRANSACTIONS – IMPROVED

ADDRESS: 1745 N. Broadway, Santa Maria, CA 93454
APN: 117-040-040
SALE DATE: 10/03/2017
SALE PRICE: \$ 600,000.00

ADDRESS: 1925/1935 S. Broadway, Santa Maria, CA 93454
APN: 117-500-012/-029
SALE DATE: 04/12/2018
SALE PRICE: \$ 800,000.00

ADDRESS: 510 E Stowell, Santa Maria, CA 93454
APN: 128-067-003
SALE DATE: 06/18/2018
SALE PRICE: \$490,500.00

ADDRESS: 1115 S. Broadway, Santa Maria, CA 93454
APN: 123-241-009
SALE DATE: Current Listing
SALE PRICE: \$244,000.00

ADDRESS: 1790 N. Broadway, Santa Maria, CA 93454
APN: 128-004-013
SALE DATE: 12/10/2019
SALE PRICE: \$950,000.00

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) City of Santa Maria		
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS
	MAILING ADDRESS		BUSINESS ADDRESS
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	☐ PARTNERSHIP		
	☐ ESTATE OR TRUST		
	☐ CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☒ ALL OTHERS		
	☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:		
(SSN required by authority of California Revenue and Tax Code Section 18646)			
4	PAYEE RESIDENCY STATUS ☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE
	SIGNATURE	DATE	TELEPHONE ()
6	Please return completed form to: Department/Office: DEPARTMENT OF TRANSPORTATION Unit/Section: RIGHT OF WAY Mailing Address: 50 HIGUERA STREET City/State/Zip: SAN LUIS OBISPO, CA 93401 Telephone: (805) 549-3740 Fax: (805) 549-3558 E-mail Address: Michelle.Cruz@dot.ca.gov		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (PAGE 2)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204. <u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

Recording Requested by and
After Recording Return to:
Department of Transportation-RW
50 Higuera Street
San Luis Obispo, CA 93401-5415

STATE BUSINESS--FREE

This document presented for recording pursuant to Govt.
Code Section 27383

Document Transfer Tax: No Tax Due (R&T Code 11922)
CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____
Signature of Declarant

Transfer to Public Entity

APN: 123-280-026 PARTIAL

TRAFFIC CENSUS EASEMENT DEED

District	County	Route	Postmile	Number
05	SB	135	15.7	12124-1

City of Santa Maria,

a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, a TRAFFIC CENSUS EASEMENT for installation, maintenance and replacement of pull box, electrical conduits, cabinet and appurtenances necessary for a traffic census system, together with the right to construct, operate, and maintain such facilities as necessary to effect the purpose of the easement, under, upon, over and across that real property in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

See Exhibit "A", attached.

Number
12124-1

EXHIBIT A**12124-1 Traffic Census Easement**

That portion of Parcel 7 of Towncenter West II Tract 5522, in the City of Santa Maria, County of Santa Barbara, State of California, filed July 26, 1988 in Book 41 of Parcel Maps, at Pages 90-94, said County Records, described as follows:

COMMENCING at the 2 1/4-inch brass disk stamped "California Department of Transportation" in monument well, at the centerline intersection of Main Street with Broadway (State Route 135), found at the northerly terminus of record course "N 0°23'38" E, 410.69 feet" as shown on said Parcel Map, from which the 55mm brass disk stamped "Cook Reset 2002" in monument well, at the centerline intersection of Cook Street with South Broadway (State Route 135), as shown on the Corner Record #1506 filed January 21, 2003, with the Santa Barbara County Surveyor, bears South 2°00'46" West, 1200.34 feet;

THENCE, South 1°46'11" West, 304.36 feet;

THENCE, North 88°13'49" West, 60.00 feet to the westerly Right of Way of Broadway (State Route 135) and the Point of Beginning;

THENCE, South 90°00'00" West, 6.07 feet;

THENCE, North 0°00'00" West, 13.45 feet;

THENCE, North 90°00'00" East, 6.48 feet to said westerly Right of Way;

THENCE, along said westerly Right of Way, South 1°46'11" West, 13.46 feet to the Point of Beginning.

Bearings and distances shown are based on the California Coordinate System of 1983 (Epoch 1991.35), Zone 5. Divide distance shown by 0.99992343 to obtain ground level distances.

END OF DESCRIPTION

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 

Date February 26, 2021



02/2021

Number
12124-1

Dated: _____

City of Santa Maria:

KEVIN McCUNE
Director of Public Works

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated: _____

By ADETOKUNBO OMISHAKIN
Director of Transportation

By _____
Attorney in Fact
PATRICK MASON, Chief
San Luis Obispo Acquisition Branch
San Luis Obispo

02/25/2021 10:32 AM

Parcel Map Check Report

1G970 Parcel 12124-1

North: 2177801.7082' East: 5831769.5852'

Segment #1 : Line

Course: S01° 46' 11"W Length: 13.46'
North: 2177788.2547' East: 5831769.1696'

Segment #2 : Line

Course: S90° 00' 00"W Length: 6.07'
North: 2177788.2547' East: 5831763.0996'

Segment #3 : Line

Course: N00° 00' 00"W Length: 13.45'
North: 2177801.7047' East: 5831763.0996'

Segment #4 : Line

Course: N90° 00' 00"E Length: 6.48'
North: 2177801.7047' East: 5831769.5796'

Perimeter: 39.46' Area: 84.40 Sq. Ft.
Error Closure: 0.0067 Course: S57° 46' 33"W
Error North: -0.00358 East: -0.00568

Precision 1: 5889.55

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA, CALIFORNIA, AUTHORIZING A RIGHT-OF-WAY CONTRACT AND TRAFFIC CENSUS EASEMENT DEED WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR A PORTION OF CITY PROPERTY LOCATED AT THE EAST EDGE OF TOWN CENTER WEST THAT FRONTS BROADWAY (SR-135) FOR THE MAINTENANCE OF AN EXISTING TRAFFIC CENSUS CABINET

WHEREAS, in 2002, the California Department of Transportation (Caltrans) installed a traffic census cabinet on Broadway for recording traffic counts on the State Highway; and

WHEREAS, the City of Santa Maria currently owns property containing an 85-square foot piece of property that Caltrans is requesting to maintain their facility; and

WHEREAS, Caltrans has requested a Traffic Census Easement (TCE) for the installation, maintenance, and replacement of traffic counting equipment and appurtenances; and

WHEREAS, the proposed Grant Easement will be placed within a portion of non-utilized property owned by the City of Santa Maria; and

WHEREAS, the proposed Grant Easement has little market value and has no adverse impact on the City's use of the property; and

WHEREAS, Caltrans has paid for the survey and drafting of the deed and easement and will pay the City the amount of \$2,500 for said easement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California, as follows:

1. That the City Council does hereby agree to grant a TCE deed to Caltrans for the maintenance and replacement of the traffic census cabinet; and
2. The City Council does hereby authorize the City Manager, or designee, to execute the right-of-way agreement and grant easement deed on behalf of the City of Santa Maria; and
3. The Chief Deputy City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

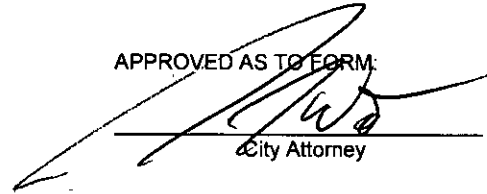
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held this 6th day of April 2021.

Mayor

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:

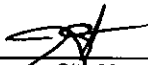


City Attorney

APPROVED AS TO CONTENT:



Department Director



City Manager

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Manager

Prepared By: Director of Recreation and Parks

SUBJECT: SUPERCHARGER AGREEMENT WITH TESLA, INC

RECOMMENDATION:

That the City Council adopt a Resolution approving a Lease Agreement with Tesla, Inc., for a Supercharger Station.

BACKGROUND:

The City of Santa Maria was approached by Tesla, Inc., in the Spring of 2020, expressing interest in leasing a portion of the Town Center East garage with the intent of installing a Tesla-branded Supercharger Station. Staff collaborated and negotiated with Tesla over the past year to mitigate concerns by both parties, with each recognizing the benefits that a Supercharger Station may provide to the residents of Santa Maria and surrounding businesses. Throughout the course of the discussions, Tesla has shown good faith in negotiations, and has responded reasonably to the City's requests.

DISCUSSION:

This agreement provides for an initial 5-year term and two 5-year options for renewal, providing for the possibility of a 15-year agreement. The second renewal term, which would be exercised after 10 years, is subject to City approval, and may be withheld.

Tesla's original proposal provided for 24 Tesla Supercharger Stations, available exclusively to Tesla drivers. The original proposal did not provide for rent to be paid to the City. Staff negotiated with Tesla and was able to provide for this agreement which does include rent. This agreement provides for 20 Tesla Supercharging Stations available exclusively to Tesla Drivers and includes 12 Level-2 chargers available to use by any electric vehicle free of charge, which provides a public benefit. Additionally, Tesla has agreed to pay \$20,000 per year in rent with a 3 percent increase after year five of the agreement term.

Overall, the Agreement provides for 32 parking spaces in the Town Center East garage to be outfitted with electrical charging equipment, at no cost to the City of Santa Maria. Six spaces will be eliminated due to the need to install transformers, and other charging equipment. Additionally, Tesla will repave portions of the asphalt as part of their improvement project, which further reduces the City's capital expenditure at the facility. Tesla will maintain the charging infrastructure, along with their striping. The City will

continue to maintain the parking structure as it currently does, with no additional obligation to Tesla.

Alternatives:

1. The City Council could elect to install its own charging infrastructure, at a cost of several hundred thousand dollars, commit additional resources for ongoing maintenance, and subsidize the cost of electricity to electric vehicle drivers.

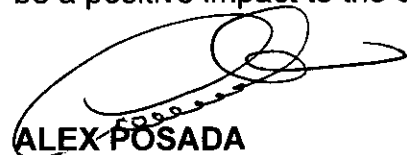
2. The City Council could reject this agreement and continue with the status quo or seek to renegotiate the terms of the agreement.

Fiscal Considerations:

This agreement provides for \$20,000 in annual rent to augment the current operational budget for the public parking areas at the Santa Maria Town Center. Charging stations would provide a public benefit for those using the Level-2 chargers, who will incur no cost to charge their vehicle. This agreement may also create a destination for travelers with electric vehicles passing through Santa Maria, resulting in increased incremental sales to those businesses immediately surrounding the charging station. This increase in sales could result in a gain in sales tax revenues for the City.

Impact to the Community:

The community will benefit from the installation of these chargers for the fiscal reasons outlined above. The availability and ubiquity of charging infrastructure may also assist in the marketability of electric vehicles in the City of Santa Maria aiding other local businesses in the sales of their products. There is also a potential benefit to those local and national chain businesses located in Town Center East. City staff considers this to be a positive impact to the community.



ALEX POSADA

Director of Recreation and Parks

Attachment A: Agreement for Professional Services

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this "**Agreement**") is effective as of the date last signed below by and between City of Santa Maria, a Municipal Subdivision of the State of California and Charter City ("**City**") and Tesla, Inc., a Delaware corporation ("**Tesla**"). Tesla and City are each referred to herein as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to City by increasing the visibility of, and attracting Tesla customers to, the Property; and

WHEREAS, this Agreement will provide value to the City by making electric charging stations available to the public at no cost to the City; and

WHEREAS, City is the owner of the Property and City acknowledges the value of having an electric vehicle charging station to serve Tesla customers at the Property.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

City:

Director of Recreation & Parks
City of Santa Maria
Recreation and Parks Department
615 S. McClelland Street
Santa Maria, CA 93454
(805) 925-0951

Tesla:

Tesla, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000

With a copy to:

Email: superchargerhost@tesla.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

2. **PREMISES:** City hereby leases to Tesla, and Tesla hereby leases from City, thirty-eight (38) parking spaces, up to five (5) feet of additional parking width to provide disability access and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the "**Premises**"), to build a Supercharger Station (as defined in Exhibit B), subject to the terms of this Agreement. The Premises are located on the property commonly known as East Town Center Parking Garage, located at APN: 125-320-050 (the "**Property**").
3. **FOOTPRINT:** A total of thirty-eight (38) parking spaces shall be outfitted with electric vehicle charging equipment. Twenty (20) parking spaces shall serve as dedicated charging stalls to be used only for electric vehicle charging ("**Dedicated Stalls**") and shall be installed with charge posts ("**Superchargers**"). Twelve (12) parking spaces shall serve as charging stalls to be used for electric vehicle charging which will be open to vehicles of all makes and available to use free of charge ("**Enabled Stalls**") and shall be installed with Level 2 chargers ("**Level 2 Connectors**"). Six (6)

parking spaces within the Premises shall be used for equipment directly related to the Supercharger Station, but will not feature Superchargers or Level 2 Connectors

4. **CONSTRUCTION AND ALTERATIONS:** Tesla shall, at its sole cost, make alterations to the Premises and construct the Supercharger Station, including the installation of the Level 2 Connectors ("**Tesla's Work**"). Tesla acknowledges that Tesla's Work shall only begin after: (a) City has approved the plans and specifications, including equipment locations (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies, including those required to be obtained through the City. Any alterations to the Approved Plans or Supercharger Station shall be approved in advance by City in its role as property owner and separately from its role as a permitting body. City's (as property owner's) approval of the plans and specifications, and of any alterations to the Approved Plans or Supercharger Station, may be by e-mail and shall not be unreasonably withheld, conditioned, or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors, and employees while performing Tesla's Work. Notwithstanding anything herein to the contrary, Tesla shall have the option to terminate this Agreement at any time prior to the Possession Date (as defined below) in the event that: (a) Tesla is unable to obtain all permits and approvals required by applicable governing bodies; (b) Tesla, in its reasonable business judgment, would incur substantial costs to bring utility services to the Premises or incur other unanticipated costs to construct the Supercharger Station; or (c) Tesla determines it will not be feasible to operate the Supercharger Station due to restraints related to the Normal Business Hours (as defined in Section 9.B). In the event that Tesla terminates is Agreement pursuant to this Section 4, Tesla shall deliver written notice of termination to the City and this Agreement shall be of no further force or effect.
5. **POSSESSION DATE:** The first date that Tesla may enter the Premises and Property to begin Tesla's Work shall occur on the Effective Date of this Agreement (the "**Possession Date**").
6. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 31). Tesla shall deliver written notice to City promptly following the Commencement Date to confirm such date for recordkeeping purposes. If the Commencement Date has not occurred within three hundred and sixty-five (365) days after the Possession Date, then the City may elect to terminate this Agreement upon thirty (30) days written notice to Tesla without liability to Tesla and Tesla shall surrender possession of the Premises to the City in the condition required in Section 8; provided that the City shall not exercises this termination right if Tesla has commenced Tesla's Work and proceeds to diligently complete the Supercharger Station.
7. **TERM:** The initial term of this Agreement shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in this Agreement except for Rent (as defined in Section 14A), provided that no Event of Default (as defined in Section 16) exists at the time of extension. Notwithstanding the foregoing, (a) Tesla shall, in its sole discretion, exercise the option for the first Renewal Term by giving notice to City no later than one hundred eighty (180) days prior to the expiration of the Initial Term and (b) by giving notice to City no later than one hundred eighty (180) days prior to the expiration of the first Renewal

Term; provided that if the City does not respond within ninety (90) days of the commencement of the second Renewal Term then this Agreement shall automatically extend for the second Renewal Term. In the event that either Party elects not to extend this Agreement for the second Renewal Term, then this Agreement shall expire at the end of the first Renewal Term and Tesla shall return the Premises to the condition required in Section 8.

8. **REMOVAL:** Tesla shall, at its' sole cost, remove the Trade Fixtures (as defined in Exhibit B) within thirty (30) days following the termination or expiration of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. City agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of City upon the termination or expiration of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility). Notwithstanding the foregoing, in the event that Tesla fails to remove the Trade Fixtures and restore the Premises within thirty (30) days of the termination or expiration of this Agreement then City shall have the option (but no obligation) to remove, ship and/or store the Trade Fixtures and restore the Premises at Tesla's costs. Tesla shall reimburse City for the costs so incurred within thirty (30) days after notice, which notice shall be accompanied by reasonable documentation for such costs. Tesla acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, if Tesla fails to vacate and surrender the Premises within thirty (30) days of the termination or expiration of this Agreement, in addition to all other remedies available to the City under this Agreement, at law or in equity, the City shall have the option of collecting from Tesla an amount equal to Ten Thousand and No/100 Dollars (\$10,000.00) for each month Tesla remains in possession of the Premises, which amount shall be prorated based on the date that Tesla vacates that the Premises.
9. **UTILITIES:**
 - A. **Service:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises (including the Level 2 Connectors) during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. City shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was City's gross negligence or intentional misconduct.
 - B. **Access:** City grants to Tesla the right to receive utility services including but not limited to electric, and the right for the utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the Supercharger Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Property. City grants the right for the utility service supplier to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, City shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route.
10. **USE:** Tesla shall use and occupy the Premises during the Term for a Supercharger Station and incidental purposes, ("**Permitted Use**"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year-round, including holidays and weekends subject to the

Normal Business Hours that the Property is accessible to the public. Normal Business Hours" shall mean **6 A.M. to 1 A.M.**, or subject to Laws (as defined below), or such other hours as may be agreed upon in writing by City and Tesla, in good faith.

11. **MAINTENANCE:** Except as expressly provided herein, Tesla accepts the Premise in as-is condition. City shall not be responsible for any repairs to the Property prior to Tesla taking possession of the Premises. Tesla shall maintain the Supercharger Station in good and workmanlike condition throughout the life of this Agreement. Tesla shall be responsible for maintaining the Supercharger Station (including the repair and replacement of equipment and the Level 2 Connectors, as necessary) at its' sole cost, and City shall have no liability for damage to the Supercharger Station unless caused by City's negligence or intentional misconduct. Notwithstanding the foregoing, City's normal responsibility to maintain the common areas of the Property shall also apply to the paved portions of the Premises, such as for repaving, and garbage collection, and City agrees to coordinate such maintenance with Tesla pursuant to Section 12. Tesla may, in its discretion and at its sole cost, have the option to restripe the Premises or install security cameras.
12. **TEMPORARY IMPAIRMENT:** Tesla agrees that City shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that (a) the City shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (b) except in the case of an emergency, City shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
13. **CITY COVENANTS:** Except as expressly provided herein, the City does not make any representations regarding the suitability for the Premise for Tesla's purposes. City represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof (b) it has obtained any required consents to enter into this Agreement; (c) the Property is not subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease, or other commitment by which City is bound.

City shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. City agrees to notify Tesla within a commercially reasonable time if (x) it has knowledge of third parties impairing or misusing the Supercharger Station, or (y) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls or repeatedly park in the Enabled Stalls beyond the permitted duration, then the Parties shall reasonably cooperate to implement, at Tesla's sole cost, an appropriate and effective strategy for preventing such impairment, which may include, without limitation, alternative signage, and painted asphalt. Notwithstanding the foregoing, the City is not responsible for monitoring or providing security for the Supercharger Station or for enforcing parking restrictions in Dedicated or Enabled Stalls.

14. **RENT AND PAYMENTS TO CITY:**
 - A. Rent: Tesla will pay City One Thousand Six Hundred Sixty-Six Dollars and 66/100 (\$1,666.66) per month (the "**Rent**") for the Premises in advance on the first business day of each calendar

month during the Term. The Rent shall increase by three percent (3%) on the first (1st) day of each Renewal Term. If the Commencement Date is any day other than the first business day of a month, the first rent payment shall include payment for the partial month in which the Commencement Date occurs, prorated based on the number of days in such month. All rent payments shall be made either electronically to an account specified by City to Tesla in writing, or by check to the City address provided in Section 1. Tesla shall have no obligation to pay any other charge to City.

- B. Payments to City. Except for Rent, City shall have no right to request or accept payment from Tesla, Tesla customers or any other third parties in connection with use of the Supercharger Station.
15. **SIGNAGE:** Subject to applicable Laws (as defined in Section 33), Tesla shall install signage for the Dedicated Stalls and Enabled Stalls substantially like the signage represented in Exhibit B ("Signage"). Any material revisions or additions to the Signage shall be subject to City approval, which shall not be unreasonably withheld, conditioned, or delayed.
16. **DEFAULT:** Each of the following shall constitute an "Event of Default" under this Agreement:
- A. Breach: The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
 - B. Bankruptcy; Insolvency: The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.
17. **REMEDIES:** City and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then City, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all City's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
18. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential, or punitive damages, including any lost sales or profits of the other Party.
19. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent

of City, which shall not be unreasonably withheld, conditioned, or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**Affiliate**" means an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

20. **INDEMNIFICATION:**

A. **Indemnification of City:** Except to the extent a claim arises from any gross negligence or willful misconduct of a City Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend City and its affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**City Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible real or personal property caused by the Trade Fixtures or by Tesla, its agents, employees or contractors.

21. **Indemnification of Tesla:** Except to the extent a claim arises from any gross negligence or willful misconduct of a Tesla Indemnified Party, City hereby agrees to indemnify, hold harmless and defend Tesla, its affiliates and their respective directors, officers, managers, members, employees, agents, and representatives (each a "**Tesla Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) City's entry onto the Premises; or (ii) City's breach of this Agreement. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property because of any claims for labor or materials furnished to Tesla at the Premises.

22. **DESTRUCTION:** Any total or substantial destruction of the Premises shall, at City's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.

23. **INSURANCE:** Tesla shall carry the insurance provided in **Exhibit C**, attached hereto, and incorporated herein.

24. **CONFIDENTIALITY AND PUBLICITY:**

A. **Confidentiality:** Subject to **Section 24B**, Tesla and City agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter.

B. **Permitted Disclosures:** Notwithstanding the foregoing, the Parties may disclose information (i) to their respective affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this **Section 24**, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and

(ii) as required by law, including public hearings and request pursuant to the California Public Records Act.

C. Publicity: Neither Party will use the other Party's name, trademark, or logo without obtaining the other Party's prior written consent.

25. **ENVIRONMENTAL MATTERS**: City represents and warrants that the Premises shall be delivered free of environmental contamination that violates any applicable environmental law. City agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees, or contractors. During the Term, City is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors, or employees, but only to the extent required by applicable environmental law.
26. **NOTICES**: All notices, demands and approvals shall be in writing and shall be delivered by prepaid first-class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a "copy to" e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, City may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 26.
27. **BROKERS**: Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys' fees, arising out of any claims for commissions or fees related to any broker, finder, or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
28. **SALE OR TRANSFER**: In the event of a sale or transfer of all or a portion of City's interest in the Property or Premises while this Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises and City warrants that any transferee shall be bound by all terms and conditions of this Agreement and shall obtain any necessary documents to confirm such assignment.
29. **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and shall inure to the benefit of City and Tesla and their respective successors and assigns.
30. **SUBORDINATION**: This Agreement is subject to and subordinate to all ground or superior leases or agreements and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla's rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by City covering the Premises, Tesla shall attorn to the purchaser upon any such foreclosure or sale pursuant thereto and recognize such purchaser as the City under this Agreement and this

Agreement will continue in full force and effect between Tesla and such purchaser. This Section 30 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.

31. **FORCE MAJEURE:** If either Party's performance of its obligations under this Agreement is delayed by Force Majeure, then such Party's time of performance will be extended by a corresponding number of days. As used in this Agreement, "**Force Majeure**" means an act, event, condition or requirement beyond such party's reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, pandemics or health emergencies, fire, flood, inclement weather, explosion, embargoes, war, terrorism, civil disturbance, or other similar events.
32. **INCENTIVES:** City agrees that Tesla shall own and receive the benefit of any Incentives derived from the construction, ownership, use and operation of the Supercharger Station. City will cooperate with Tesla in obtaining all Incentives, provided that City is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla and shall be entitled to invoice Tesla at its outside billing rate for any staff time required. If any Incentives are paid directly to City, City agrees to immediately pay such amounts over to Tesla. "**Incentives**" means (i) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (ii) rebates or other payments based in whole or in part on the cost or size of equipment, (iii) performance-based incentives paid as periodic payments, (iv) tax credits, grants or benefits, and (v) any other attributes, commodities, revenue streams or payments, in each of (i) through (v) under any present or future law, standard or program, or paid by a utility or any governmental, regulatory or administrative authority.
33. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
34. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the State of California, with venue only in Santa Barbara Superior Court.
35. **WAIVER OF JURY TRIAL:** CITY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
36. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
37. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
38. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

39. **JURISDICTION.** Jurisdiction and venue of all disputes over the terms of this Agreement shall be in the County of Northern Santa Barbara, State of California.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

CITY:

TESLA:

CITY OF SANTA MARIA

a Municipal Subdivision of the State of California
and Charter City

Tesla, Inc.

a Delaware corporation

By: _____

Jason Stilwell

City Manager

By: _____

Name: _____

Title: _____

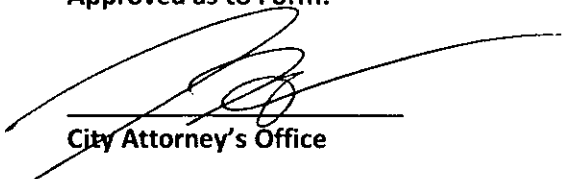
Date: _____

Date: _____

ATTEST:

Chief Deputy City Clerk, ex officio Clerk
of the City Council of the City of Santa Maria

Approved as to Form:



City Attorney's Office

Risk Manager

EXHIBIT B

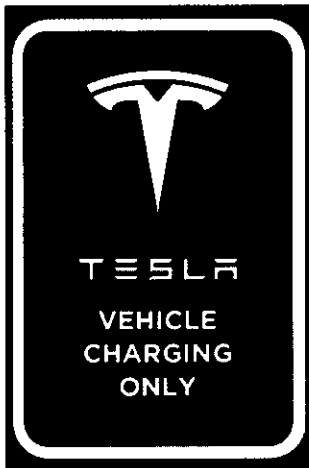
Supercharger Station

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The "**Supercharger Station**" shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the "**Infrastructure**"); and (b) certain trade fixtures as determined by Tesla, which shall include twenty (20) Superchargers, twelve (12) Level 2 Connectors power electronics equipment, switchgear and Signage, and may also include, without limitation, a fence or other visual barriers, (collectively, the "**Trade Fixtures**").

Signage

Supercharger Dedicated Stall Sign Example



Level 2 Connectors Enabled Stall Example



Exhibit C

Insurance Requirements

(Santa Maria, CA): INSURANCE REQUIREMENTS

Tesla shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Tesla, his/her agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Tesla has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Unless Tesla is a qualified Self Insured.

B. Minimum Limits of Insurance

Tesla shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits, unless the Tesla is a qualified Self Insured.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.

C. Self-insured Retentions

A self-insured retention greater than \$750,000 must be declared to and approved by the City. The City may require the Tesla to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tesla including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Tesla's insurance (at least as broad as ISO Form CG 20 10 04/13, **and** CG 20 37 04/13 forms).
2. For any claims related to this project, the Tesla's General Liability insurance coverage shall be primary insurance coverage at least as broad as ISO CG 00 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Tesla's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to include that coverage shall not be canceled without 30 day notice, 10 days for non payment notice to, the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement.** Notice may be given by email, overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Tesla hereby grants to City a waiver of any right to subrogation which any insurer of said Tesla may acquire against the City by virtue of the payment of any loss under such insurance. Tesla agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Tesla must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Tesla shall furnish the City with original certificates evidencing coverage required by this clause. All certificates are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Tesla's obligation to provide them.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA,
CALIFORNIA, APPROVING A LEASE AGREEMENT
WITH TESLA, INC., FOR A SUPERCHARGER STATION**

WHEREAS, Tesla, Inc., wishes to lease a portion of the Town Center East garage to install 20 Supercharger Stations, 12 Level-2 charging stations, and 6 spaces for equipment; and

WHEREAS, the City of Santa Maria will benefit from this lease agreement by rent monies provided by Tesla, Inc.; and

WHEREAS, 12 Level-2 charging stations installed by Tesla Inc., are free of charge for the public to use; and

WHEREAS, Tesla agrees to maintain the Supercharger Stations infrastructure and striping of the Town Center garage.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California as follows:

1. That the above recitals are true and correct; and
2. That the term of the agreement is for 5-years, with an option to renew up to two additional 5-year terms if mutually agreed upon by both parties; and
3. Directs that the rent payments generated by this agreement augment the current operational budget for the public parking areas at the Santa Maria Town Center; and
3. That the City Council authorizes and directs the City Manager, or designee, to execute the agreement for Supercharger Stations with Tesla, Inc; and
4. The Chief Deputy City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria on this 6th day of April 2021.

ATTEST:

Mayor

Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

Department Director

City Manager

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Manager

Prepared by: Director of Community Development

SUBJECT: BLOCK GRANTS ADVISORY COMMITTEE'S RECOMMENDATION FOR THE ALLOCATION OF FISCAL YEAR 2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing to receive comments from the public; and
2. Consider the Block Grants Advisory Committee's (BGAC) recommendation for the allocation of Fiscal Year 2021-22 Community Development Block Grant (CDBG) Program public services funds; and
3. Allocate its \$37,500 to public services programs; and
4. Consider staff's recommendation for the allocation of Fiscal Year 2021-22 Community Development Block Grant (CDBG) Program Capital funds.

BACKGROUND:

Enacted into law in 1974, the CDBG Program is the primary Federal program that provides state and local governments with grant funds for local programs and projects to address a variety of complex physical, economic, and social needs in the community. The main objective of the program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities.

While the program is administered by the U.S. Department of Housing and Urban Development (HUD), the funds may be used at the discretion of the City, if the City's activities comply with Federal regulations and meet one of the three national objectives. The national objectives are: 1) benefit primarily low- and moderate-income persons; 2) prevent or eliminate slums or blight; or 3) meet an urgent community-wide need, such as caused by a major catastrophic event (i.e. flood, earthquake, etc.).

The City of Santa Maria has participated as an entitlement community in the CDBG Program since the first year of funding in 1975. As an entitlement community, the City does not compete for the grant, but rather receives a block of funding annually based on a HUD formula that includes such factors as population growth, level of poverty, age of housing, and extent of overcrowding.

The City of Santa Maria will receive \$1,607,491, about \$21,000 less than last year. Of this amount, 20 percent or \$321,497 will be available for General Administration, 15 percent or \$241,122 will be available for Public Services, and the remaining 65 percent or \$1,044,872 will be available for Capital Projects. An additional \$75,000 is also available for Capital funding. This money comes to the City in the form of closed out CDBG-funded projects, as well as repayments of existing loans. A recap of estimated available funding for the CDBG program is attached for your review (Attachment A).

The annual allocation process involves the development of an Annual Action Plan. HUD requires submittal of this document for the City to receive CDBG funding. The City Council-appointed Block Grant Advisory Committee (BGAC) oversees the process that includes an assessment of the needs in the community, development of funding priorities, review of funding applications, site visits, and recommendation of allocations.

The BGAC conducted a virtual community needs meeting on August 3, 2020, to receive comments from the public and discuss needs and priorities in the community. There were 21 participants present at the needs workshop, many of whom spoke before the committee, expressing their thoughts on the unmet needs in the community. They provided feedback on the increased need to fund programs and projects that assist the homeless, youth, seniors, farm workers, those who suffer from abuse and/or trauma, residents who may not have access to technology, and public art. An increase in food and shelter, particularly affordable housing, was also an issue brought up by several speakers. However, the needs expressed were all reflected in the existing CDBG funding priorities; therefore, no changes were proposed to the verbiage of the priorities set forth in the City's recently adopted Five Year Consolidated Plan.

The BGAC, however, did propose a few minor changes to ensure that agencies were classified and assessed in a more equitable fashion during the funding process. The proposed changes include the removal of the letters next to the priorities listed under #1, #2, #3, and #4. The goal is to reduce the appearance that the priorities are ranked in order of importance. The numbers next to the priorities were left to merely assist in labeling each priority, not to rank them. In addition, Priorities #1 and #2 were deemed as the only two that should be considered for public services funding. The goal is to narrow down the applicants who seek CDBG public services funding and better reflect the community's needs (Attachment B). These priorities were adopted by the City Council during the August 18, 2020, City Council meeting.

A Notice of Funding Availability (NOFA) and request for applications was issued on August 24, 2020, and a mandatory pre-application workshop was conducted on October 15, 2020. Applications were due on December 13, 2020, for both Public Services and Capital. The deadline was extended by four days due to technical issues with the applications software, ZoomGrants, that affected various users. Staff received 19 applications for public services totaling \$353,000, and six applications for Capital totaling \$1,119,832. The Capital amount includes a City request for funding towards the administration on the Tenant-Based Rental Assistance (TBRA) program.

The BGAC divided into five, three-person teams, and conducted virtual site visits and in-depth reviews of each proposal. Each team had access to financial statements, tax returns, and audit information pertinent to each applicant. Before deliberations, each team obtained additional background information from the applicants, and developed a written team report. Each team reported the findings of its site visits to the rest of the BGAC.

The deliberations process was divided into two separate virtual meetings. The first took place on February 8, 2021, and allowed applicants to go before the committee to answer any additional questions related to their applications. The second part of the deliberations process took place February 18, 2021. During this virtual session, the public could observe, but not participate. Committee members took surveys to rank the public services applications and discussed the allocations based on the collective results. The recommendations that are before the City Council are the result of that discussion. They are listed in *Attachment F* in order of the BGAC ranking. The committee collectively decided it would not make recommendations related to the upcoming year's Capital funding as it felt the City Council had already done that during the October 6, 2020, City Council Meeting. In turn, staff will be making some slight recommendations based on a few changes that took place since the October City Council meeting.

DISCUSSION:

The BGAC evaluated and ranked the proposals by applying the adopted priorities for Fiscal Year 2021-22 (Attachment B) as an overlay to the Federal Guidelines for Eligibility (Attachment C), and the Additional City Criteria for CDBG Public Service Funding (Attachment D) as developed by the BGAC. Additional criteria (Attachment E) considered in the rankings of capital development and affordable housing projects included project readiness, financial feasibility, cost efficiency, administrative capacity, local track record, and past performance. The proposed allocations for Public Services (Attachment F) and Capital Projects (Attachment G) are enclosed in this agenda packet.

The purpose of this public hearing is to receive public testimony concerning the recommendation of the BGAC and staff for the allocation of Fiscal Year 2021-22 CDBG funds. This year's process marks the second time public service agencies will receive a minimum of \$15,000 in grant funding. It will also mark the second time in which \$37,500 of public service money is being set aside for the City Council to allocate directly (\$7,500 for each Councilmember). With the \$7,500 to each Councilmember, he/she can add to a public service agency that is being recommended for funding or combine the allocation (\$7,500) with another Councilmember to provide funding to an organization that the committee did not recommend funding to (thereby keeping the minimum allocation to at least \$15,000). There is also a cap of \$24,000 (10 percent of the overall public service funding) for any agency.

Once the City Council makes its recommendations and approves the existing BGAC and staff recommendations, staff will bring back these recommendations for final approval at the May 4, 2021, City Council meeting.

CDBG Capital

As stated earlier, the BGAC decided it would not recommend funding for Capital Projects since the City Council had already instructed potential applicants on how much to apply for during the October 6, 2020, City Council meeting. This is the meeting in which the City Council reviewed the Capital project proposals. All but one of the agencies expected to receive funding submitted an actual application, bringing the total number of applications from seven to six. In addition, when the applications were submitted, the actual FY 2021-22 allocation amount from HUD had not been released; therefore, the amount used to estimate the allocations were based on last fiscal year's allocation. In early March 2021, the City learned that this fiscal year, the City is receiving \$13,602 less in Capital funding.

Taking into consideration the two forementioned changes, staff recommends that all but two of the applicants receive the recommended allocations proposed by the City Council back in October 2020. For the two set aside, staff recommends that additional funding be provided. These two projects are the Public Works Department's "ADA, Pedestrian Safety, and Accessibility Improvement Project" and the City of Santa Maria's "Tenant Based Rental Assistance Program (TBRA) for administration costs." The result of these recommendations are as follows:

- During the October 6, 2020, City Council meeting, the City Council expressed an interest in providing additional funding to the ADA Public Improvement project if funding became available.
- Slightly increasing the amount for TBRA administration from \$10,000 to \$15,000 will allow the City to financially recover additional expenses associated with this increasingly popular program. The TBRA program has successfully been offered by the City since 2010 and has served nearly 1,000 households. It provides rental deposits for those who income-qualify. The funding comes from the County of Santa Barbara's HOME allocations to the City; however, it does not cover the administrative costs associated with managing the program.

Public Services

Regarding public services, the BGAC focused on those programs and projects that prevent homelessness, address basic human necessities, meet critical emergency needs, assist the elderly, and expand services for at-risk youth. Twelve of the 19 public services applicants are recommended for funding. Seven of those applicants (58 percent) will assist residents with critical need services such as food, medicine, legal services, and support services for victims of domestic violence, sexual assault, and child abuse. Two of those applicants (17 percent) will assist the elderly, and two others (17 percent) will assist the homeless population. One agency (8 percent) will also assist the homeless youth.

Due to the limited amount of funding, seven other applicants were not recommended for funding. It should be noted that all the agencies provide excellent and needed services throughout the community; however, with only a little over \$241,000 available in that category, the recommendation to not fund certain programs came down to the agency's ability to meet the City's adopted priorities and overall maximum need in the community.

Each agency's overall program budget was also taken into consideration to ensure that even without the CDBG funding, the program could still be sustained, and services could still be maintained, at least at some level.

Alternative:

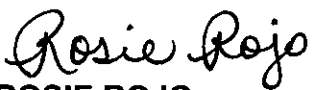
The City Council can choose to amend the allocations, adopt new allocation amounts, and/or propose different agencies to receive funding, if the changes stay within the parameters adopted by the City Council and HUD.

Fiscal Impact:

The proposed action will provide approximately \$1.6 million in Federal funds for social services, affordable housing opportunities, and public facilities that will help relieve pressures on the City's General Fund. Also, approximately \$321,000 of the CDBG funding will defray operating costs of the Special Projects Division during Fiscal Year 2021-22 and be used towards meeting fair housing requirements.

Impact to the Community:

The proposed action will have a positive impact by providing services, facilities, and infrastructure that will help the neediest individuals in the community. Specifically, the proposed action will address major issues facing the community by providing emergency assistance to homeless and special needs populations, expanding services for at-risk youth, providing opportunities for sustainable affordable housing, revitalizing neighborhoods, improving the community's public facilities and infrastructure, and stimulating the local economy. These recommendations are included in the drafted Annual Action Plan for FY 2021-22. To review the document, which is undergoing a 30-day public review period from April 3 to May 3, 2021, go to the City's website at www.cityofsantamaria.org/specialprojects.


ROSIE ROJO
 Community Programs Manager


CHUEN NG
 Director of Community Development

ATTACHMENTS

Attachment A – Available Funding
 Attachment B – Priorities for Fiscal Years 2021-22
 Attachment C – Federal Guidelines for Eligibility
 Attachment D – Additional City Criteria for CDBG Public Service Funding
 Attachment E – Additional Criteria Considered
 Attachment F – Public Service Recommendations
 Attachment G – Capital Recommendations

**FINAL CDBG FUNDING
FISCAL YEAR 2021-2022
3/4/2021 by RR**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FINAL Entitlement Amount

2021-22 Entitlement Amount	\$ 1,607,491
Anticipated Program Income (PI) (2020-2021) ¹	\$ 25,000
Reprogrammed CDBG funding	\$ 75,000
Total CDBG Resources	\$ 1,707,491

Total Estimated CDBG Allocations

Allocation for Public Services (15 percent cap)	\$ 241,122
Allocation for Capital Projects (65 percent + reprogramming) ²	\$ 1,119,872
Allocation for General Administration (20 percent, plus PI) ³	\$ 311,497
Fair Housing	\$ 10,000

¹ Program income (PI) that may be generated from existing revolving loan fund programs, such as Residential Rehabilitation Loan Program. It may fluctuate and for that reason it is not included in "Total CDBG Allocations."

² This includes \$15,000 for Tenant-Based Rental Assistance (TBRA) administration, leaving \$1,104,872 for subrecipients.

³ 20 percent is \$321,497; however, \$10,000 is for mandated Fair Housing testing as required by HUD.

**CITY OF SANTA MARIA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING PRIORITIES
FOR FISCAL YEAR 2021-2022**

- 1. *Prevent homelessness, address critical needs, and assist at-risk youth, elderly, and underserved populations***
 - Assist low-to moderate-income persons in need of food, shelter, clothing, health care and/or safety.
 - Prevent juvenile delinquency and divert at-risk youth from gang involvement, crime, substance abuse, family violence, school problems, and out-of-control behavior.
 - Address the housing, health care, accessibility and service needs of underserved populations such as, but not limited to: elderly and persons with mental, physical, emotional, and developmental disabilities and/or diseases.
- 2. *Expand educational and development opportunities***
 - Support and develop social services and facilities and provide opportunities for youth development that will provide positive experiences needed by youth to achieve success.
 - Encourage programs to improve the academic performance and educational outcomes for youngsters aged preschool through post K-12.
 - Support and encourage programs to provide adult literacy training and encourage life-long learning.
- 3. *Provide affordable housing***
 - Develop and support programs and projects to increase the supply of affordable housing for low-to moderate income persons.
 - Maintain and upgrade existing low to moderate income neighborhoods and preserve the affordable housing stock.
 - Provide services that will assist low-to moderate-income homeowners and renters to continue living in their homes safely.
- 4. *Revitalize existing neighborhoods***
 - Revitalize existing neighborhoods in low to moderate income areas by increasing services such as supportive social services, and upgrading public infrastructure, such as street lighting, improved sidewalks, parks, and recreational public facilities.

Note: The priorities are not listed in order of importance. They are numbered for referencing purposes only. Priorities #1 and #2 will only be considered for CDBG public services funding.

FEDERAL GUIDELINES FOR ELIGIBILITY

Community Development Block Grant Program

General

Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) created the Community Development Block Grant (CDBG) funding program, replacing eight former categorical grant and loan programs under which communities competed nationally for funds. Localities generally decide how and where the CDBG funds are to be spent, subject to compliance with certain Federal regulations. Projects are not subject to prior Federal approval, but the use of CDBG funds is monitored by the U.S. Department of Housing and Urban Development (HUD). The City of Santa Maria is an entitlement community under the CDBG Program.

National Objectives

The proposed project or activity must meet one of the three national objectives outlined below.

1) Benefits low and moderate-income persons as defined by the U.S. Department of Housing and Urban Development (HUD).

To meet this national objective, the proposed activity must benefit a specific clientele or residents in a particular area of the City, 51 percent of who are low, and moderate-income persons. At least 70 percent of all CDBG program funds must be expended for activities that benefit low and moderate-income persons over one, two or three consecutive program years, as specified by the grantee. This is distinct from the requirement that individual activities which are considered to meet the low and moderate-income national objective must benefit persons 51 percent of whom are low and moderate income.

A low and moderate income person is defined as a member of a family having an income equal to or less than the Section 8 Housing Assistance Payments Program low income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

2) Aids in the prevention or elimination of slums or blight.

To meet this national objective, the proposed activity must be provided within a designated slum or blighted area, and must be designed to address one or more conditions that contributed to the deterioration of the area. There must be a substantial number of deteriorated or deteriorating buildings or public improvements throughout the area.

3) Meets community development needs having a particular urgency where existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other funding sources are available.

To meet this national objective, the proposed activity must be provided to deal with major catastrophes or emergencies, such as floods or earthquakes that have a community-wide impact.

Types of Activities

In addition to meeting one of the national objectives, the proposed project or activity must be determined eligible under one of the following activity categories:

- Acquisition of real property
- Disposition of real property
- Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements
- Site improvements
- Privately-owned utilities
- Clearance, demolition, removal of buildings and improvements, and/or movement of structures to other sites
- Interim assistance in areas exhibiting physical deterioration where immediate action is necessary to arrest deterioration and permanent improvements will be carried out as soon as practicable
- Relocation of individuals, families, businesses, non-profit organizations, and/or farms
- Removal of architectural barriers
- Housing rehabilitation
- Code enforcement
- Historic preservation
- Commercial or industrial rehabilitation
- Special economic development activities
- Special activities by subrecipients
- Public services

To be eligible, a public service must be either a new service or an increase in the level of an existing service above that which was provided in the previous 12 months. This must only be demonstrated in the first year a public service activity is funded under the CDBG Program.

Public services must be directed toward improving the community's services and facilities, including, but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare or recreation. Costs may include labor, supplies and materials necessary to provide the service.

The total amount of CDBG funds allowed for public services is 15 percent of the annual entitlement grant plus 15 percent of the program income received during the preceding program year.

- General program administration

The total amount of CDBG funds allowed for general program administration is 20 percent of the annual entitlement grant plus 20 percent of the program income received during the preceding program year.

ADDITIONAL CITY CRITERIA FOR CDBG PUBLIC SERVICE FUNDING

In addition to the Federal guidelines for eligibility, the City of Santa Maria has established the following local criteria for allocating CDBG funds to agencies that provide public services.

- **Priority will be given to public service agencies that provide food, shelter, clothing, or safety on an emergency basis to Santa Maria City residents. The safety provision, as defined by the City Council, means an immediate threat to an individual's physical well being.**
- **Priority will be given to those programs that prevent juvenile delinquency and divert at-risk youth from gang involvement, crime, substance abuse, family violence, school problems, and out-of-control behavior.**
- **Services provided by an agency are targeted at Santa Maria City residents.**
The intent is to ensure that funding is provided to those agencies that provide direct services to City residents.
- **The agency does not provide a duplicative service, i.e. one that is already provided by another agency or organization.**
This is to avoid funding new agencies that propose to offer services that are already being effectively provided by existing community agencies or organizations.
- **The agency demonstrates it has sought funding from a variety of sources.**
This is to provide higher priority to those agencies that attempt to obtain funding from other sources, rather than just the City of Santa Maria.
- **The agency demonstrates a high level of cooperation and coordination with existing related programs and other community resources.**
This is to ensure that funding is provided to those agencies which effectively coordinate the services they offer with other agencies and organizations within the City.
- **Past performance and history of the agency or organization are considered in order to assess the agency's prospects for achieving its goals and objectives. Priority will be given to those agencies that have been in existence and have effectively provided services for at least three years.**
With the limited amount of funding that is available for public services and the tremendous need in the community, it is not possible to provide seed money to agencies for new services. It is important that agencies demonstrate an effective, efficient and proven level of service in order to favorably compete for funding.

- **The agency's program provides a service to or for a City department, or reduces City costs or other government costs elsewhere.**

It has been demonstrated that, in many cases, private, non-profit agencies can provide a less costly and more efficient level of service than government. Priority should be given to those agencies that provide a needed service to a City department or reduce costs to a City department or other governmental agency.

- **The agency provides an efficient level of service at the least cost possible.**

Higher priority will be given to those agencies that provide the most cost-effective level of service. Typically this will include those agencies that maximize the use of funding for direct services rather than indirect or overhead costs and utilize volunteers whenever possible.

ADDITIONAL CRITERIA CONSIDERED FOR CAPITAL PROJECTS

- **City Projects:** Per the City Council's 2014-16 City-wide goals, BGAC was directed to shift more CDBG Capital funding into fundamental City facilities and infrastructure.
- **Capital/Bid Requirements** - Three bids (at least one being from a Santa Maria contractor) are required by applicants if they are applying for funding to assist with a rehabilitation project and it should be completed within twelve months of receiving funding. If an applicant is applying for acquisition, one appraisal must be submitted and the acquisition should be completed within twelve months of receiving funding. If new construction, a project estimate would have to be produced and the project must be completed within three years of receiving funding.
- **Project Readiness** - If the project involves acquisition and/or new construction, this means that planning and engineering is advanced enough that, given sufficient funding, construction can begin within a very short time and be completed within three to five years. In addition, zoning and land use entitlements must be in place.
- **Financial Feasibility** - How realistic the budget is, and the ability of the project or program to operate sufficiently based on the budget?
- **Cost Efficiency** - Is the budget efficient, including reasonable costs to develop a capital or housing project or deliver program services? Does the budget effectively accomplish the goals of the project or program without using more funding than necessary to accomplish those goals?
- **Administrative Capacity** - The ability of project team to deliver project results in compliance with complex program regulations and other federal requirements, including agency experience with similar projects, agency experience with Federal grant programs, finance staff experience, and past performance under City projects and/or programs.
- **Piecemeal Capital Projects** - Applicants are advised to submit a detailed list of the items that must be rehabilitated and/or constructed rather than submit applications for smaller amounts. Applicants should do a comprehensive evaluation of the condition of the facility with priorities for phrasing if necessary. It is suggested that prior to submitting an application, applicants prioritize the projects that need to be taken care of and focus on projects that involve health, safety, and code violations/upgrades.
- **Prior Unexpended Allocations** - If an applicant has not expended its CDBG Capital funds from previous fiscal years, the applicant may not qualify. The

applicant's previously funded project must be completed before additional monies are allocated for a different project.

City of Santa Maria Block Grants Advisory Committee 2021-22 Public Services Recommended Allocations

Survey Ranking	Public Services Applicant	2021-22				Population To Be Served
		2020-21	Requested Amount	Team Recommendation	Committee Recommendation	
		Allocation				
1	Foodbank - Warehouse Distribution Program	\$ 23,000	\$ 20,000	\$ 20,000	\$ 20,000	Critical Need
2	Meals on Wheels Santa Maria Valley	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	Critical Need / Elderly
3	Alliance for Pharmaceutical Access - Patient Advocacy for Affordable or No Cost Medications	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	Critical Need
4	North County Rape Crisis & Child Protection Center	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	Critical Need
5	Catholic Charities - Santa Maria Community Services	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	Critical Need
6	Domestic Violence Solutions - Emergency Shelter	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	Critical Need
7	Good Samaritan Shelter - Homeless Shelter Programs	\$ 18,750	\$ 20,000	\$ 20,000	\$ 18,622	Homeless
8	Child Abuse Listening Mediation (CALM) - Child Trauma Prevention and Treatment	\$ 15,000	\$ 20,000	\$ 20,000	\$ 15,000	Critical Need
9	Santa Barbara County Sexual Assault Response Team (SART)	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	Critical Need
10	CommUnify - Senior Nutrition	N/A	\$ 15,000	\$ 15,000	\$ -	Critical Need / Elderly
11	Community Partners in Caring - Volunteer Program	\$ 15,000	\$ 20,000	\$ 20,000	\$ 15,000	Critical Need / Elderly
12	Legal Aid Foundation of SBC - Eviction Defense and Violence Prevention Legal Aid	\$ 15,000	\$ 20,000	\$ 20,000	\$ 15,000	Critical Need
13	Fighting Back Santa Maria Valley - Homeless Transitional Youth Services	N/A	\$ 20,000	\$ 15,000	\$ 15,000	Critical Need / Youth
14	Unitarian Society of Santa Barbara - Freedom Warming Center	\$ 18,808	\$ 20,000	\$ 20,000	\$ 15,000	Homeless
15	Independent Living Resource Center- Services and Outreach to Individuals with Disabilities	\$ 15,000	\$ 18,000	\$ 18,000	\$ -	Special Needs
16	Family Service Agency / SMV Youth & Family Center - Safe Child Program	N/A	\$ 20,000	\$ 20,000	\$ -	Youth
17	NBCC, dba New Beginnings - Safe Parking Shelter and Rapid Rehousing Program	N/A	\$ 20,000	\$ 20,000	\$ -	Homeless
18	Peoples' Self-Help Housing - Supportive Housing and Homelessness Prevention for Farmworker Households	N/A	\$ 20,000	\$ 15,000	\$ -	Critical Need
19	Santa Maria Philharmonic Society - Classical Music At-Risk / Disadvantaged Youth Education Program	N/A	\$ 15,000	\$ 15,000	\$ -	Youth
TOTALS			\$ 353,000	\$ 343,000	\$ 203,622	\$ 241,122
FY 2021-22 Final Funding Amount					\$ 241,122	
BGAC Allocation					\$ 203,622	
City Council Allocation					\$ 37,500	
BALANCE REMAINING / SHORT					\$ -	

City of Santa Maria Block Grants Advisory Committee 2021-22 Capital Project Recommended Allocations

Capital Project Development Application 1		2020-21	2021-22			Target Population To Be Served
		Allocation	Requested Amount	Council Recommendations	Staff Recommendations	
1	City of Santa Maria / Recreation and Parks Department - Preisker Park	N/A	\$ 514,832	\$ 517,380	\$ 517,380	Revitalize Neighborhoods / Area Benefit
2	City of Santa Maria / Public Works Department - Santa Maria ADA and Pedestrian Safety and Accessibility Improvement Project ²	N/A	\$ 240,000	\$ 240,000	\$ 282,492	Revitalize Neighborhoods / Area Benefit
3	City of Santa Maria / Utilities Department - Wharf Hydrant Replacement Project	N/A	\$ 135,000	\$ 135,000	\$ 135,000	Revitalize Neighborhoods / Area Benefit
4	Community Action Partnership of San Luis Obispo County, Inc. (CAPLSO) - Minor Home Repair Program	N/A	\$ 125,000	\$ 75,000	\$ 75,000	Elderly, Disabled Low Income Homeowners / Renters
5	Good Samaritan Shelter - Kitchen & Dining Room / Overflow Shelter Rehab	N/A	\$ 95,000	\$ 95,000	\$ 95,000	Homeless
6	TBRA Administration ³	\$ 10,000	\$ 10,000	\$ 10,000	\$ 15,000	Elderly, Disabled Low Income Homeowners / Renters
TOTALS		\$ 10,000	\$ 1,119,832	\$ 1,072,380	\$ 1,119,872	
2021-22 Funding Amount & Reprogramming from Previously Closed Out Projects (Final Numbers)			\$ 1,119,872	\$ 1,119,872	\$ 1,119,872	
BALANCE REMAINING / SHORT			\$ 40	\$ 47,492	\$ -	

¹ The allocation amounts do not include the 5% delivery costs that will be applied to all projects.

² During the Council Meeting in September 2020, Council expressed that if there was additional funding, to have it provided to the ADA project. Additional funding was left as a result of a non-profit that ended up not applying for the rehabilitation of a fourplex.

³ The City is anticipated to receive \$150,000 in HOME funding for TBRA during FY 2021-22, significantly increasing the amount of applications that staff will have to manage. This increase in funding and demand will require more staff time to be spent managing this program. The additional funding will help offset the amount paid for staff from the General Fund.

Updated 3/15/2021 RR

From: Patricia Solorio <psolorio@fundforsantabarbara.org>

Sent: Friday, March 26, 2021 1:10 PM

To: Gloria Soto <gsoto@cityofsantamaria.org>; Alice Patino <apatino@cityofsantamaria.org>; Etta Waterfield <ewaterfield@cityofsantamaria.org>; Mike Cordero <mcordero@cityofsantamaria.org>; Carlos Escobedo <cescobedo@cityofsantamaria.org>; j_osborne@ci.lompoc.ca.us; g_cordova@ci.lompoc.ca.us; v_vega@ci.lompoc.ca.us; d_starbuck@ci.lompoc.ca.us; j_ball@ci.lompoc.ca.us; holllys@cityofbuellton.com; ajs@cityofbuellton.com; eda@cityofbuellton.com; davek@cityofbuellton.com; elysia@cityofbuellton.com; %20Charlie.Uhrig@cityofsolvang.com; Claudia.Orona@cityofsolvang.com; robert.clarke@cityofsolvang.com; %20Mark.Infanti@cityofsolvang.com; Jim.Thomas@cityofsolvang.com; Ariston.julian@me.com; councilmemberramirez@ci.guadalupe.ca.us; lcardenas@ci.guadalupe.ca.us; grobles@ci.guadalupe.ca.us; ecosta@ci.guadalupe.ca.us

Subject: Fwd: Open Letter to California local governments on investing in nonprofits

Hello,

I am forwarding you this memo from CalNonprofits encouraging our city governments to keep nonprofits top of mind as you allocate the funds coming to our local municipalities.

Best,

Patricia Solorio
Associate Director, Fund for Santa Barbara

A Thriving Nonprofit Sector is Critical to California's Economic Recovery

California's Nonprofit Workforce

California's nonprofit sector is among the state's largest and most diverse employers.

- One in every 14 California jobs is at a nonprofit.
- The nonprofit sector is the state's 4th largest industry by employment -- more jobs than construction, real estate, finance, or entertainment sectors.
- More than 1.2 million people are employed by CA nonprofits.
- California volunteers contribute approximately \$16.6 billion in unpaid labor each year, the equivalent of 331,058 full-time jobs, most of it in direct work with people, animals, and the land.
- For every paid job, nonprofits generate the economic output of another one-third FTE in volunteer time.
- Compared to the for-profit sector, nonprofits are substantially more diverse in race/ethnicity and gender.
 - Women make up 73 percent of nonprofit management teams compared to 29 percent across all industries.
 - People of color make up 29 percent of nonprofit management compared to 12 percent across all industries.

Compared with all other sectors, investments in California's nonprofits can be counted on to:

- spend and hire in low-wealth communities
- employ women and people of color
- bring dollars in from out-of-state
- provide services to communities

California's Nonprofit Economics

California's nonprofit sector is a major contributor to the state economy and a primary government partner for providing critical services to vulnerable Californians.

- For every \$100 in California nonprofits, an additional \$97 is generated through indirect and induced effects.
- In 2017, California's nonprofit sector output of \$237.7 billion was one-sixth of the Gross State Product.
- California nonprofits bring \$40 billion each year into the state from out-of-state, by obtaining federal funding, grants from out-of-state foundations, and donations from individuals all over the world.
- Despite being exempt from paying corporate income tax, nonprofits pay more than \$37 billion in taxes each year at federal, state, and local levels.
- California's nonprofits are core to government services' supply chain:
 - One-third of all Medi-Cal services are delivered by nonprofits.
 - Statewide, county contracts with nonprofits range from 1 to 14 percent of county budgets.

Disparities

Disparities in society are reflected in the nonprofit sector. Nonprofits are frequently located in and leaders in under-resourced communities and are uniquely able to leverage community assets.

- Some California counties have more than \$14,000 in nonprofit revenue per capita (San Francisco) compared with others like Colusa County with just \$97 per capita.
- The San Francisco Bay Area has 19 percent of the state's population, but 35% of the state's nonprofit revenue. By contrast, the Inland Empire and the San Joaquin regions each have 11% of the state's population, but only 4 percent of total nonprofit revenue.
- These disparities are worsening: In 2012, for every dollar per resident that metropolitan nonprofits had, rural areas had 61 cents. This dropped to 49 cents in 2018.
- Between 2012 and 2016, California nonprofits in communities of color (by zip code) had \$1,668 in revenue per resident, while predominantly white communities had \$3,123. Nonprofit assets per capita were \$1,997 in communities of color and \$6,006 in predominantly white communities.

FOR THE COUNCIL MEETING OF APRIL 6, 2021

COUNCIL AGENDA REPORT**TO:** City Council**FROM:** Director of Community Development**SUBJECT: GENERAL PLAN UPDATE – VISION, GUIDING PRINCIPLES, AND AREAS OF CHANGE AND STABILITY****RECOMMENDATION:**

That the City Council, by motion, approve the draft *Vision, Guiding Principles, and Areas of Change and Stability*.

BACKGROUND:

The City is currently undertaking a multi-year effort to update its General Plan, which will establish vision, goals, and policies that support economic development, sustainability, and improved quality of life through the year 2045. The required elements of the General Plan touch nearly all aspects of city governance including, but not limited to, land use, traffic and circulation, parks and open space, housing, and public safety.

DISCUSSION:

The General Plan Update process is currently in the Listening and Visioning phase, which is the second of five phases of the planning process. This phase includes the preparation of the *Vision, Guiding Principles, and Areas of Change and Stability* which provides a summary of the major themes the General Plan will address, and areas within the City where future development efforts will be focused. The major themes and areas of focus were identified from information collected in reports on existing conditions in the City as well as extensive community input from recent community surveys, interviews, public workshops, and meetings with the Technical Advisory Committee (TAC), and Department Advisory Group (DAG). The *Vision, Guiding Principles, and Areas of Change and Stability* are purposefully high-level with a focus on the destination, pathways, and general areas within the City. They are not intended to identify specific strategies or changes as this will be the focus in future phases of the General Plan Update process (e.g., Policy and Plan Development).

Proposed Vision Statement

The proposed Vision Statement describes Santa Maria as the community we would like to see it in the year 2045. It summarizes the qualities and characteristics that are important to people in the community and clarifies the vision and direction in the existing General Plan Land Use Element. The proposed Vision Statement for Santa Maria is as follows:

Santa Maria in 2045 is a community where families can establish and maintain multi-generational roots. It is close-knit, culturally diverse, and economically inclusive.

This is possible, in part, because Santa Maria offers affordable, safe, attractive, and healthy homes and neighborhoods for all residents. This is also possible because of the availability of high-quality education, jobs, and economic opportunity. Building from a strong foundation in the agricultural, retail, healthcare, and business services industries, Santa Maria has continued to diversify by expanding the training and skills of residents and by adapting to new technologies and broader economic trends.

People are proud of their history and heritage. This is reflected in the diverse, well-preserved historical resources and the attractive, inviting streets and public gathering places. Museums, art venues, a strong civic sector, and the many welcoming community events and celebrations are all evidence of a vibrant local culture.

Residents have convenient access on foot and by car, bus, and bicycle to jobs, schools, community amenities like parks and sports fields, and the region's natural environment. Public services are reliable, inclusive, and efficient, and the community is well-served by equitable, modern, and sustainable infrastructure, facilities, and utilities.

Guiding Principles

The Guiding Principles establish the direction the community should follow and the major ideas that the revised General Plan will put forward to achieve the community's shared vision for 2045. If the Vision Statement describes "what" people would like, the Guiding Principles provides guidance for "how." Based on information gathered during the first phase of the planning process, the following key themes establish the direction to follow to achieve the community's shared vision for 2045: Agricultural Identity, Culture, History, and Art, Community Design, Community Health, Natural Environment and Resilience, Housing Quality and Choice, Resilient Economy, Connected Growth, Transportation Innovations, Infrastructure, Utilities, Facilities and Services, and Governance and Engagement. A detailed discussion of each of these themes is presented in the attached draft *Vision, Guiding Principles, and Areas of Change and Stability* document.

Areas of Change and Stability

The Areas of Change and Stability identify areas of the City where limited physical changes are anticipated from those places where transformational change may occur. The areas of the City which are generally built-out and would benefit from enhancements include the northwest, northeast, and southeast neighborhoods. These areas could benefit from safety improvements, enhanced park and river facilities, new schools, neighborhood commercial centers, and improved health care. Areas of the City which are identified for potential transformation include Santa Maria's Downtown area, neighborhoods within the City core, Main Street and Broadway corridors, and the southwest neighborhoods (northwest, west, and south of the airport).

As the population and economy grow, it will ultimately be necessary for the City to annex additional land east of US Highway 101 and/or to the northwest of the City. Considerations will need to be given relative to the continued growth within the existing City limits,

preservation of agricultural land, infrastructure capacity, and the City's ability to provide and maintain public facilities and service and fiscal sustainability. Options for accommodating the projected population, housing, and future job growth within the City, along with other important questions regarding the City's future (e.g., development within the Downtown area and Main and Broadway corridor) will need to be addressed during the Plan Alternatives phase of the General Plan Update.

Planning Commission Review

The draft *Vision, Guiding Principles, and Areas of Change and Stability* were reviewed at a Planning Commission hearing on March 3, 2021. City staff and the consultant team, Raimi and Associates, provided a presentation to the Commissioners that included an overview of the Vision Statement and Guiding Principles and a review of mapped areas identified within the City where both stability and enhancement and transformation and change could occur. The Commission's comments were generally positive, and they voted to recommend the City Council's approval of the document.

Next Steps

Approval of the *Vision, Guiding Principles, and Areas of Change and Stability* by the City Council will enable the project to move forward to the third and fourth phases of the General Plan Update process. These phases include creating and refining land use and transportation alternatives (phase 3), and policy and plan development (phase 4) where the community will consider specific policies and action steps that are consistent with the Guiding Principles to achieve the Vision for the City in 2045. The General Plan Update project schedule, workshop summaries, and existing conditions reports can be viewed online at www.imaginesantamaria.com.

Fiscal Considerations

The costs of this project are covered under the approved budget for the General Plan Update, which is \$1.7 million from the City's General Fund.

Impact to the Community

This project has great impacts on the City of Santa Maria. The *Vision, Guiding Principles, and Areas of Change and Stability* provides a summary of the major themes the General Plan will address, and areas within the City where future development efforts will be focused. Approval of this document by the City Council will facilitate the next phases in the General Plan Update process.



DANA EADY
Principal Planner



CHUEN NG
Community Development Director

Attachment A: Draft *Vision, Guiding Principles, and Areas of Change and Stability*



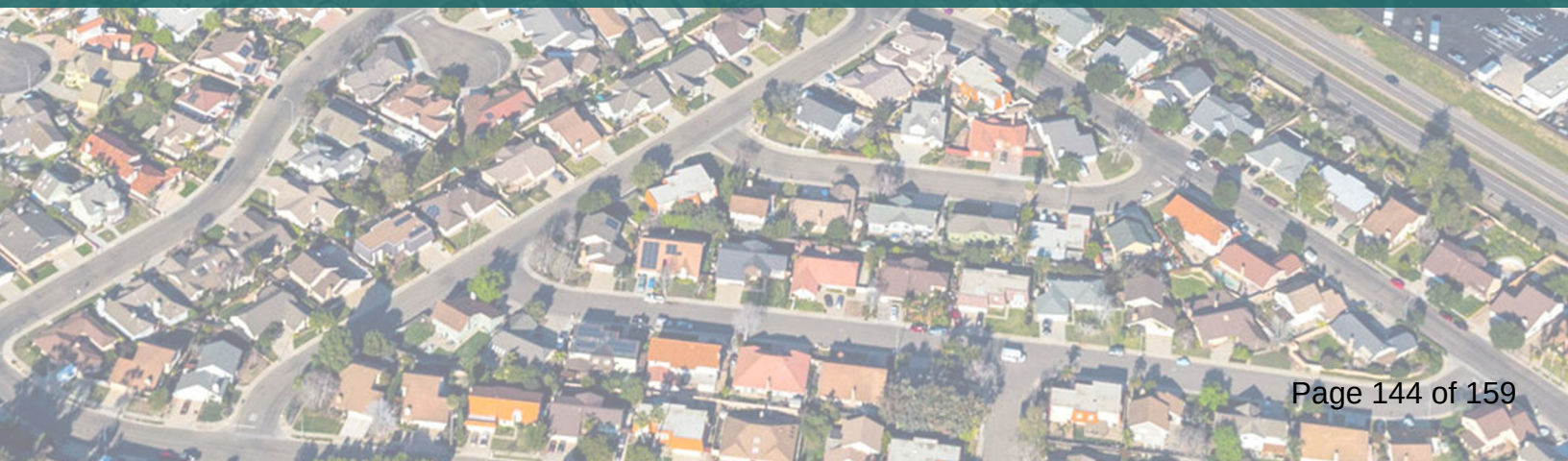
Santa Maria
General Plan

imagine



Draft Vision, Guiding Principles, and Areas of Change and Stability

March 11, 2021 Draft for City Council Review



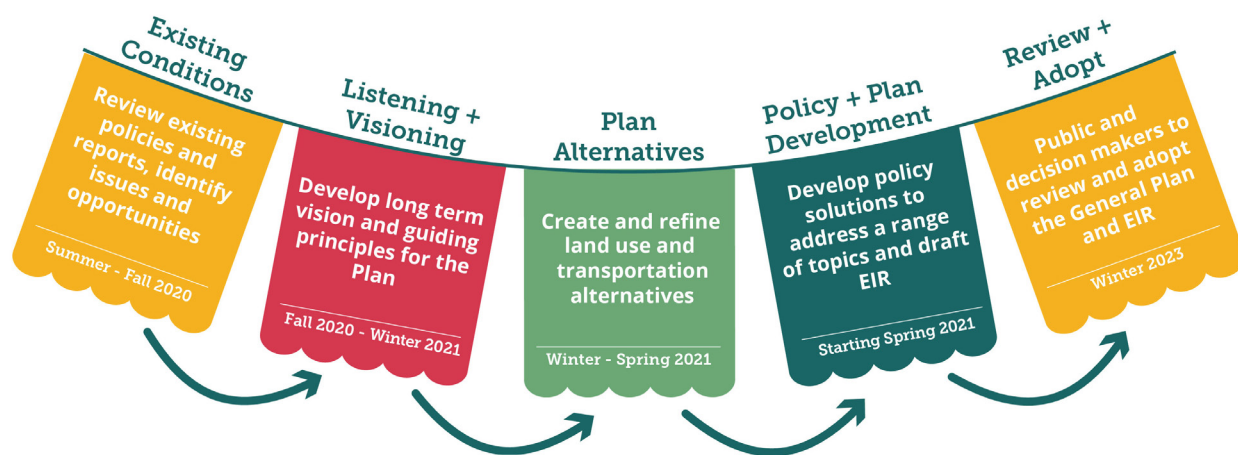
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Draft Vision, Guiding Principles, and Areas of Change and Stability

Introduction

General Plan Update

The City of Santa Maria is undertaking a multi-year effort to update its General Plan. The Plan will establish visionary policies that support economic development, sustainability, and improved quality of life through the year 2045. The project has five major phases, which are designed as step-by-step building blocks (see the image below).



In 2020, during the Existing Conditions phase and to initiate the Listening + Visioning phase, City staff worked closely with the consultant team to systematically collect input and identify trends, issues, opportunities, and priorities. They completed seven existing conditions reports (ECRs), conducted three online community surveys, interviewed key stakeholders, hosted two community workshops, held six meetings of the Technical Advisory Committee (TAC), and discussed priorities with City department heads, the Planning Commission, and the City Council (the ECRs and engagement reports are available at <https://www.imaginesantamaria.com/resources>). The ECRs and the data collected from public outreach are the foundation for drafting this Vision, Guiding Principles, and Areas of Change and Stability.

Purpose of the Vision, Guiding Principles, and Areas of Change and Stability

This document includes a Vision Statement, Guiding Principles, and Areas of Change and Stability. Together, they will be presented to the City Council to approve the General Plan direction prior to moving forward in the planning process into more detailed analysis and policy development.

The Vision Statement describes Santa Maria as the community would like to see it in 2045. The Vision summarizes the qualities and characteristics that are important to people. It supplements and clarifies the vision and direction in the existing General Plan Land Use Element.

The Guiding Principles establish the direction the community should follow and the major ideas that the revised General Plan will put forward to achieve the community's shared Vision for 2045. If the Vision Statement describes "what" people would like, the Guiding Principles provide guidance for "how."

Likewise, in preparation for considering alternatives for future growth, the Areas of Change and Stability distinguish relatively stable parts of the city, where limited physical changes are anticipated, from places where transformational change is planned or should be considered.

Future Steps in the Planning Process

The Vision, Guiding Principles, and Areas of Change and Stability are purposefully high-level and conceptual. They focus on the destination, the pathways, and general areas within the city. They are not intended to identify specific strategies or changes, which are the focus on future steps in the planning process.

During the next phase of the planning process, Plan Alternatives, the community will use objective metrics to compare alternative options for specific physical development and improvement that are based on the Areas of Change and Stability. Likewise, during the following phase, Policy and Plan Development, the community will consider specific policies and action steps that are consistent with the Guiding Principles and achieve the Vision.

Comprehensive Scope

Though the revised general plan will ultimately be adopted by the City Council and guide future physical development in the city, general plans in California are comprehensive in

scope, address a wide range of community priorities, and can include a larger planning area beyond city boundaries. Therefore, the Vision, Guiding Principles, and Areas of Change and Stability are not limited to topics and areas within the City's jurisdiction. The final general plan and its implementation components will clearly identify City responsibilities.

Overview

A summary of the vision and goals in the existing General Plan is immediately below, followed by a brief explanation of how the draft Vision Statement, Guiding Principles, and Areas of Change and Stability were developed. These introductory sections are followed by working drafts of the Vision Statement, Guiding Principles, and Areas of Change and Stability, as well as a conceptual map of those areas. There is not a clear, shared vision and direction for every aspect of Santa Maria's future, so the final section summarizes Unanswered Questions that can be addressed during subsequent phases of the General Plan Update. Exploration of these questions will begin during the next project phase, Plan Alternatives.

Existing General Plan Vision and Direction

The existing General Plan Land Use Element establishes the following vision and goals:

- Promote quality urban design enhancing Santa Maria's character
- Promote an adequate supply of quality residential development through a diversity of housing types, sizes, and density
- Achieve a balance between increased development and the preservation of local resources
 - Accommodate new development, balancing social, environmental, and economic considerations
 - Accommodate growth while making every effort to preserve agricultural resources
 - Reduce existing and potential land use conflicts
 - Discourage sprawl and "leapfrog" development
- Maintain and improve the existing character of the community as the industrial, commercial, retail, educational, and healthcare center for the region
 - Address the present imbalance between the land area designated for residential development and for those areas designated industrial and commercial development

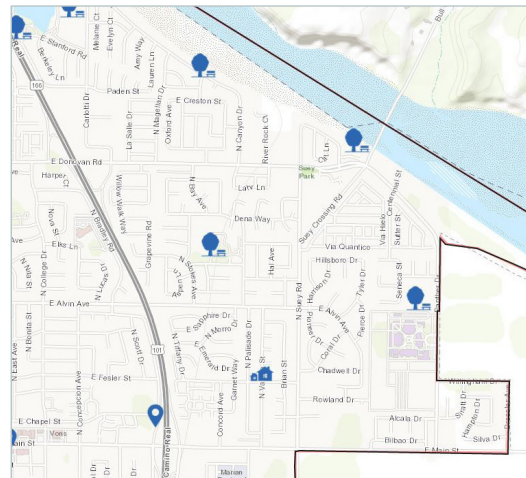
- Encourage new employment generating clean and low water demand industry and commercial uses
- Promote quality commercial and industrial development
- Provide all necessary urban services and facilities for present and future city residents.

Methodology

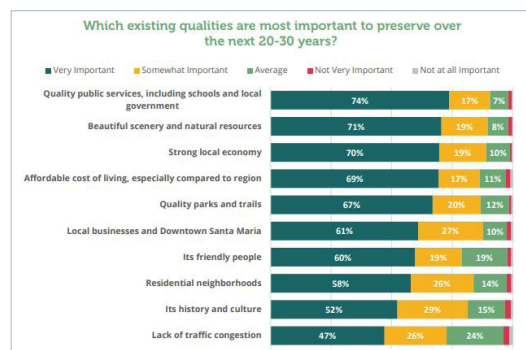
As noted above, the Vision, Guiding Principles, and Areas of Change and Stability summarize the major ideas and areas of development that the revised General Plan will focus on. Those were identified using a systematic process of reviewing all the information collected so far (Existing Conditions Reports and community input through surveys, interviews, workshops, and meetings, see below) and organizing it thematically. Specifically, for each General Plan topic (e.g., land use, mobility, hazards, environmental justice, etc.) and for each area of the city, qualities to preserve, opportunities to capitalize on, challenges to address, and changes to advance were organized. From there, key themes were summarized to prepare a concise Vision Statement, to develop topic-specific Guiding Principles, and to identify possible future changes by neighborhood and corridor.



Existing Conditions Reports



Issues + Assets Mapping Survey



Qualities and Changes Survey

Vision Statement

This Vision Statement describes Santa Maria as the community would like to see it in 2045:



Santa Maria in 2045 is a community where families can establish and maintain multi-generational roots. It is close-knit, culturally diverse, and economically inclusive.

This is possible, in part, because Santa Maria offers affordable, safe, attractive, and healthy homes and neighborhoods for all residents.

This is also possible because of the availability of high-quality education, jobs, and economic opportunity. Building from a strong foundation in the agricultural, retail, healthcare, and business services industries, Santa Maria has continued to diversify by expanding the training and skills of residents and by adapting to new technologies and broader economic trends.

People are proud of their history and heritage. This is reflected in the diverse, well-preserved historical resources and the attractive, inviting streets and public gathering places. Museums, art venues, a strong civic sector, and the many welcoming community events and celebrations are all evidence of a vibrant local culture.

Residents have convenient access on foot and by car, bus, and bicycle to jobs, schools, community amenities like parks and sports fields, and the region's natural environment.

Public services are reliable, inclusive, and efficient, and the community is well-served by equitable, modern, and sustainable infrastructure, facilities, and utilities.



Guiding Principles

The following Guiding Principles establish the direction to follow to achieve the community's shared Vision for 2045.

Agricultural Identity

Continue to support the agricultural industry and its workforce. Balance the protection of prime agricultural land with the development necessary to support continued population growth and the diversification of the local economy.

Culture, History, and Art

Celebrate and share Santa Maria's multicultural heritage and contemporary diversity. Preserve historic resources, foster the arts, maintain a strong sense of community through cultural festivals, and invite visitors to enjoy the richness of local expression and resources.

Community Design

Create public spaces that reflect the community identity, foster civic pride, and invite community members to gather, both informally and for events. Design streets, buildings, and landscaping that reflect the community's history, culture, and natural environment. Use lighting, street trees, benches, and other amenities to make sidewalks and public spaces safe and welcoming, with a focus on the Downtown and along the Main and Broadway corridors.



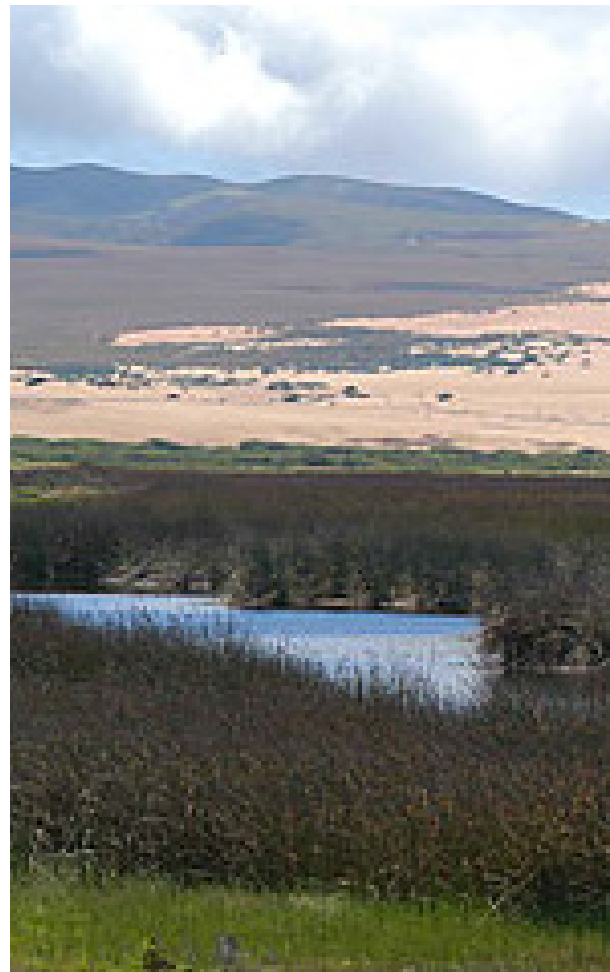
Community Health

Grow and expand physical and mental healthcare services to meet the needs of all residents. Improve community health by addressing the environmental justice priorities of disadvantaged communities, including seniors, low-income households, linguistically isolated families, the homeless, and youth, who comprise 35% of residents. Minimize residents' potential for exposure to noise, pesticides, and industrial pollution. Foster healthy lifestyles by expanding safe and attractive options for physical activity and by expanding healthy food access.



Natural Environment and Resilience

Conserve water resources in the city and support efforts to maintain the Santa Maria River. Expand opportunities to enjoy the area's natural resources and the region's beauty. Safeguard the community from natural hazards, including those exacerbated by climate change.



Housing Quality and Choice

Develop a high-quality and diverse housing supply at all levels of affordability that preserves Santa Maria as a place where families can establish roots and today's youth can afford to stay. Balance the growth of housing and the economy so that people can live and work in

Santa Maria. As new housing types are introduced, (e.g., accessory dwelling units (ADUs)), adapt parking, transportation, and other community features. Develop workforce housing solutions that provide safe, healthy, and comfortable homes for workers and their families.

Resilient Economy

Cultivate a diverse and resilient economy in which local businesses and families thrive and job growth keeps pace with housing development. Grow the existing economic base in agriculture, retail, healthcare, and business services, and expand into new industries. Ensure access to high quality education that is aligned with local industries and entrepreneurship.

Connected Growth

To accommodate projected population, housing, and jobs growth, focus on improvements to existing neighborhoods along with infill and vacant site development. Expand beyond current City limits when needed, weighing the short and long term environmental, economic, infrastructure, public service, and fiscal trade-offs. Establish strong cultural, design, and physical connections between newly developed areas and the rest of Santa Maria.

Transportation Innovations

Develop a balanced, equitable, affordable, and reliable transportation network



where pedestrians, cyclists, trucks, cars, rail, and transit can safely and efficiently navigate to destinations within Santa Maria. Focus on maintaining existing roadways, expanding walking and biking options, and reducing congestion and maintenance costs. Transform corridors and streets from points of conflict among people, cyclists, cars, and trucks into places that bring neighborhoods and families together. Prepare for and expand regional connections with enhanced bus, rail, and air service. Prepare for technological advances like autonomous vehicles and remote work, and take advantage of opportunities and incentives to reduce vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions.

Infrastructure, Utilities, Facilities, and Services

Provide residents and businesses with equitable access to affordable, reliable, and sustainable infrastructure and utilities, including water, wastewater, flood control, gas, phone, cable, and broadband internet. Deliver high-quality services and facilities for all community members, including expedient emergency response, accessible health care, high-quality education and career training, and convenient and equitable access to well-maintained parks and recreational facilities.



Governance and Engagement

Continue to conduct and increase meaningful and inclusive civic engagement that empowers a diversity of perspectives in public decision-making. Provide residents and businesses with high-quality, equitable, and accessible customer service, including City communications and events in multiple languages and interpretation services. Partner with community organizations and institutions to build trust and increase participation, including among youth, who will be the city leaders in 2045.



Areas of Change and Stability

In preparation for considering alternatives for future growth during the third phase of the General Plan Update, Plan Alternatives, it is helpful to identify anticipated areas of change and stability. Specifically, it is useful to distinguish:

- **Areas of Stability and Enhancement:** where limited physical changes are anticipated but improvements continue to be made.
- **Areas of Potential Transformation:** where transformational change is planned or should be considered

The alternatives phase of the planning process will focus primarily on Areas of Potential Transformation. For Areas of Stability and Enhancement, the updated General Plan will incorporate strategies to preserve and enhance existing assets and address needed improvements. In all cases, General Plan policies and strategies will be crafted to achieve the Vision and to remain consistent with the Guiding Principles.

Conceptual Map

The conceptual map on the next page corresponds with the areas described on the following pages. In addition to distinguishing Areas of Change and Stability, it identifies the location of Specific Plans that have yet to be fully implemented, significant development projects that are in the “pipeline” (i.e., whose permitting or construction are underway), and vacant parcels.

Areas of Stability and Enhancement

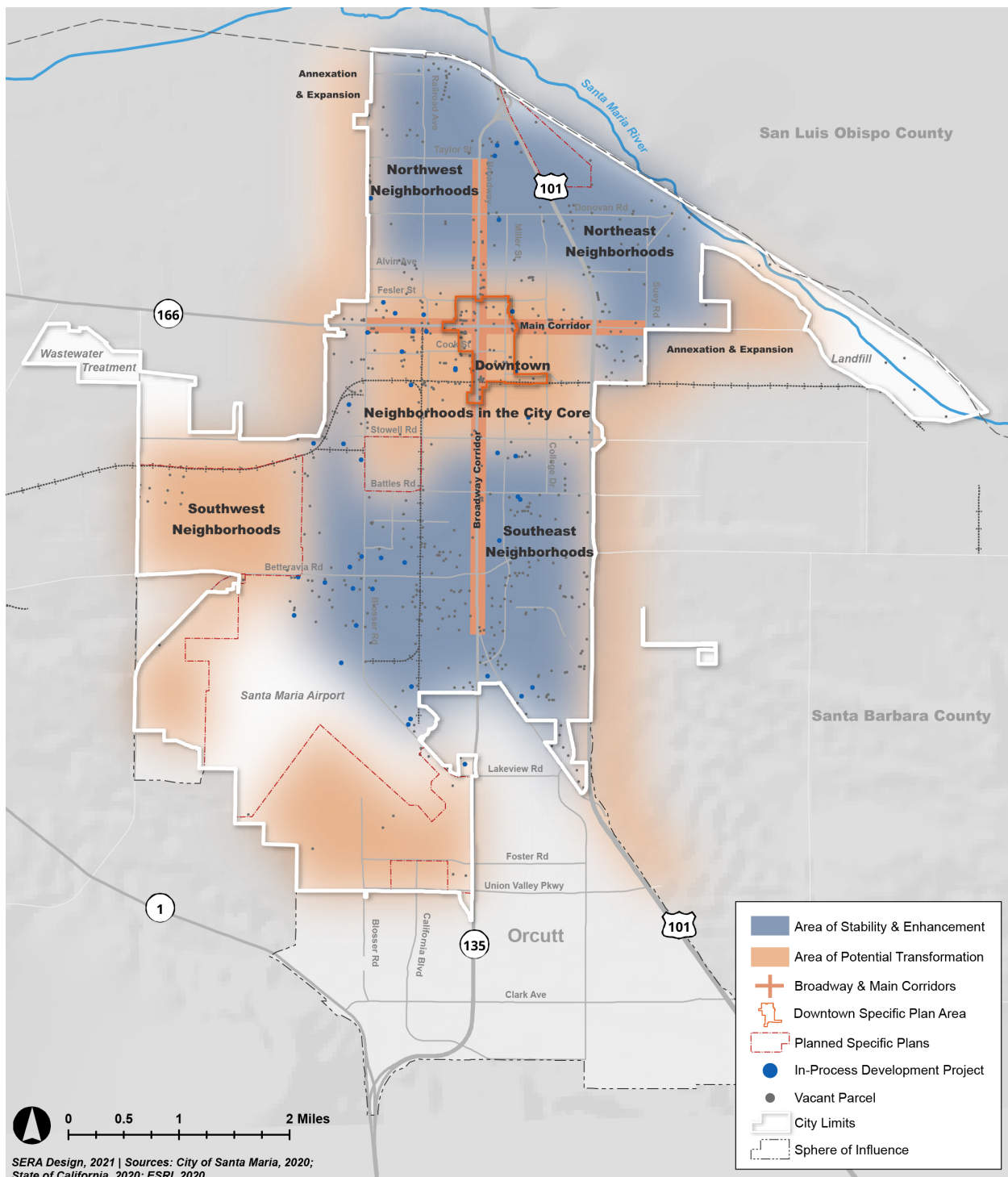
Northwest Neighborhoods

The neighborhoods in the northwest part of town (north of the city core and west of Broadway) are unlikely to see transformative change but would benefit from safety improvements (lighting and pedestrian and bicycle routes), enhanced park and river facilities, neighborhood commercial centers, and possibly a high school. As with the neighborhoods to the south in the city core, this area has a high concentration of vulnerable populations (experiencing poverty, linguistic isolation, crowding, and poor health), which should factor into initiatives to strengthen communities.

Northeast Neighborhoods

The neighborhoods in the northeast part of the city (east of Broadway and north of downtown) may see some commercial development through implementation of the

Conceptual Map: Areas of Change and Stability



Rivergate Roemer Specific Plan. Additionally, the area would benefit from increased park access and, in the area east of US-101, from a grocery store, neighborhood commercial services, congestion mitigation, traffic calming, safety improvements (lighting and pedestrian and bicycle routes), and enhanced park and river facilities.

As with other neighborhoods in central and northern Santa Maria, these areas are home to some of the city's more vulnerable residents. Households between Broadway and US-101 have above-average poverty rates, high rates of linguistic isolation, and poor health. The neighborhoods east of US-101 have the highest percentage of older adults and people with disabilities, many of whom experience poor health. These vulnerabilities should inform strategies to enhance neighborhoods in the area.

Southeast Neighborhoods (south of Downtown, east of Broadway, and west of US-101)

This area is going to continue to see infill growth that complements existing development patterns. Many of the large vacant parcels have a development project in the pipeline. Congestion associated with the shopping centers will have to be mitigated, particularly as the area grows. The area would also benefit from streetscape improvements designed to create an attractive environment for cyclists, drivers, and pedestrians.

Areas of Potential Transformation

Downtown

Santa Maria's Downtown is valued as the cultural and civic center of the community and is home to the Town Center East mall and Town Center West shopping center. It is also a top choice for future city growth, with a focus on establishing it as an attractive, active, walkable, and inviting place to live, work, gather, have fun, and shop. Residents hope to see more businesses and restaurants, and many would consider living in an improved Downtown. The Downtown Specific Plan and the Downtown Multimodal Streetscape Plan can serve as the guide to rebrand Downtown as a community hub and destination. Consideration should also be given to supporting existing local businesses while recognizing national and regional changes in the retail industry and real estate market.

Neighborhoods in the City Core

The future of Downtown and its surrounding neighborhoods are linked. Those neighborhoods enjoy walkable street networks and access to shopping, and they feature the historic Carriage and Bungalow Districts. But some neighborhoods also

face several challenges, including proximity to industrial areas and the railroad in the west, relatively less access to parks, older housing stock (often associated with health-harming conditions), crowding, and safety concerns. Many residents are also socially and economically vulnerable, with high rates of poverty, single-parent households, youth, linguistic isolation, and poor health outcomes. A holistic approach that prevents displacement of existing residents and businesses should be taken to revitalizing the greater downtown area.

Main Street and Broadway Corridors

Main Street is valued for its historic character and mix of small, locally owned businesses. Likewise, Broadway is valued for its many shopping and dining options. Both corridors serve as important travel and truck routes, and congestion and pedestrian safety are a problem, especially for school children who must cross Broadway to get to school.

Some portion of future growth should be along corridors, particularly Main and Broadway. Growth should be complemented with improved design character, beautification, more street trees, more community gathering places, and amenities that make them more inviting, walkable, and bikeable.

Southwest Neighborhoods (northwest, west, and south of the airport)

This area will continue to be a jobs center and will experience ongoing residential, commercial, office, research, and industrial development as Specific Plans get implemented, including Area 9, Blosser Southeast Area 5B, Airport Business Park, and Mahoney Ranch. These Specific Plans include a variety of housing types, public facilities, open space, and agriculture.

Annexation and Expansion

As the population and economy grow, it will ultimately be necessary for the City to annex additional land east of US-101 and/or to the northwest of town. Considerations include the projected timing of the need relative to continued growth within existing city limits, the preservation of agricultural land, the capacity of infrastructure systems (roads, water, wastewater), the ability of the City to provide and maintain public facilities and services, and fiscal sustainability.

Unanswered Questions

Though there is strong community consensus behind the Vision and Guiding Principles for Santa Maria's future, some important questions about the city's future will have to be addressed during the next phase of the planning process, Plan Alternatives.

What is the future of Downtown?

As noted above, Downtown is both the heart of the community and the focus of significant revitalization. However, the answers to some questions remain unclear: How can existing small businesses adapt and thrive? What is the right mix of housing, retail, office, public, and other uses? When and how should the original water and wastewater systems be upgraded?

How can competing needs be balanced along Main and Broadway?

Assuming Main and Broadway remain important economic travel corridors, how can they better support walking, cycling, community building, and civic culture? How much housing should be developed in these corridors? Should the City consider assuming responsibility for these corridors from the State?

How and where should Santa Maria grow?

What are the options for accommodating the projected population, housing, and jobs growth? How much growth can be accommodated with accessory dwelling units (ADUs), along corridors, and within existing city boundaries and portions of the Sphere of Influence? When will expansion outside the city limits be necessary, and how much? What can existing and planned water and wastewater systems accommodate? What are the fiscal and other trade-offs of different growth options?