



AGENDA

**Special Meeting
of the Lompoc City Council
Tuesday, February 26, 2013
City Hall, 100 Civic Center Plaza, Council Chambers**

Open Session 6:00 P.M.

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

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

*Regular City Council meetings will be videotaped and rebroadcast in Lompoc on Channel 23 at 9:00 a.m. the following Wednesday. **The Agenda and related Staff reports are available on the City’s web site: www.cityoflompoc.com the Friday before Council meetings between 9:00 a.m. and 5:00 p.m.***

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

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

ROLL CALL: Mayor John Linn
Mayor Pro Tempore Ashley Costa
Council Member Bob Lingl
Council Member Dirk Starbuck
Council Member DeWayne Holmdahl

STAFF REQUESTS AND ANNOUNCEMENTS:

ORAL COMMUNICATIONS (Maximum of 5 Minutes): (At this time, please direct comments to the City Council regarding Consent Calendar items, other agenda items if you are not able to stay until that matter is discussed, or issues not on the Agenda but within the jurisdiction of the Council.)

PUBLIC HEARING:

1. **Discuss State Grant Opportunity for Motorsports Park at Airport and Review Proposal from Lompoc Valley Parks, Recreation, and Pool Foundation (LVPRPF) Motorsports Subcommittee Proposal to Establish an Interim Kids Motorcycle Fun Park at River Park and Enter into a Memorandum of Understanding (MOU).**

Economic Development Director/Asst City Administrator Teresa Gallavan
T_gallavan@ci.lompoc.ca.us

Public Works Director Kevin McCune
K_mccune@ci.lompoc.ca.us

Recommendation: that Council

- Receive a presentation on the Off-Highway Motor Vehicle Recreation Grant Program and direct Staff to submit a Preliminary Grant Request; and
- Consider the request to create a Kids Motorcycle Fun Park at River Park and review the requirements of the MOU; and
- Take public testimony; and
- Approve the MOU and General Fund appropriations for City Permits; and
- Direct the City Administrator to sign a letter supporting the LVPRPF Grant Request; and
- Approve the concept of a Park Management Policy to define long-term maintenance responsibilities. Operation and maintenance of the Park will rely on City volunteers and the Lompoc Valley Parks, Recreations, and Pool Foundation (LVPRPF) contractors to minimize General Fund expenditures. Direct Staff to return to Council within 90 days for approval; or
- Provide alternative direction.

(Public Comment)

PUBLIC HEARING: (cont'd)

2. **The City Council will Consider Public Input, Discuss Options, and Provide Direction Regarding 2030 General Plan Land Use Element Expansion Area B – The River Area.**

Planning Manager Lucille T. Breese
L_breese@ci.lompoc.ca.us

Recommendation: that Council consider the material presented in the January 29, 2013 staff report, hold a public hearing, and provide direction to staff.

(Public Comment)

WRITTEN COMMUNICATIONS:

ORAL COMMUNICATIONS (2 Minutes Maximum):

COUNCIL REQUESTS, COMMENTS, AND MEETING REPORTS:

ADJOURNMENT:

Lompoc City Council will adjourn to a Regular Meeting at 7:00 P.M. on Tuesday, March 5, 2013.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 22nd day of February, 2013.

Stacey Alvarez, City Clerk
By: Lori Lardizabal

Lompoc City Council Agenda Item



City Council Meeting Date: February 26, 2013

TO: Laurel M. Barcelona, City Administrator

FROM: Teresa Gallavan, Economic Development Director/
Assistant City Administrator
Kevin P. McCune, Public Works Director

SUBJECT: Discuss State Grant Opportunity for Motorsports Park at Airport and Review Proposal from Lompoc Valley Parks, Recreation, and Pool Foundation, Inc. (LVPRPF) Motorsports Sub-Committee Proposal to Establish an Interim Kids Motorcycle Fun Park at River Park and Enter Into a Memorandum of Understanding (MOU)

Recommendation:

Staff recommends Council:

- 1) Receive a presentation on the Off-Highway Motor Vehicle Recreation Grant Program and direct staff to submit a Preliminary Grant Request;
- 2) Consider the request to create a Kids Motorcycle Fun Park at River Park and review the requirements of the MOU;
- 3) Take public testimony;
- 4) Approve the MOU and General Fund appropriations for City Permits;
- 5) Direct the City Administrator to sign a letter supporting the LVPRPF Grant Request;
- 6) Approve the concept of a Park Management Policy to define long-term maintenance responsibilities. Operation and maintenance of the Park will rely on City volunteers and the Lompoc Valley Parks, Recreation, and Pool Foundation (LVPRPF) contractors to minimize General Fund expenditures. Direct staff to return to Council within 90 days for approval; or
- 7) Provide alternative direction.

Off-Highway Motor Vehicle Recreation Grant Program:

At the June 5, 2012, City Council meeting, the Lompoc Valley Parks, Recreation, and Pool Foundation (LVPRPF) Motorsports Sub-Committee presented a conceptual plan for development of a Motorsports Park at the Lompoc Airport. The Council directed staff to work with the applicant to identify potential impacts and draft a Memorandum of Understanding (MOU) for the project. An MOU for development of a Motorsport facility at the airport has not been finalized and will be needed before any work at the airport can begin.

The Motorsports Park is a multi-use facility with areas for a Drag Strip and Off-Highway Vehicle (OHV) riding. The LVPRPF Motorsports Sub-Committee has identified a potential funding source for the OHV riding area of the Motorsport Park project at the Lompoc Airport, which is a portion of the total cost of the project. The funding opportunity is through the State of California Department of Park and Recreation Off-Highway Vehicle (OHV) Grant Program. Staff has been working with the Sub-Committee and the State of California OHV staff to assure submittal of a competitive grant application.

The 2012-13 Grant period began January 14, 2013, with preliminary applications due March 4, 2013, and final applications due June 3, 2013. Final awards will be posted on the OHV website on Friday, July 5, 2013. This is a competitive process, with points assigned for answers to specific questions on the general application and funding provided to those who have the highest score, until the available funds are depleted. The grant request will be more competitive if an existing OHV park is in operation prior to the preliminary grant submittal date on March 4, 2013. The Sub-Committee has proposed the Interim Kids Motorcycle Fun Park and State staff has agreed having the Interim Park in operation by March 2, 2013 would be acceptable for the preliminary grant application.

During the initial development phase of the Proposed Motorsport Park at the Lompoc Airport, the City must be the applicant for the grant funds and staff is working with the Sub-Committee to prepare the necessary paperwork for submittal by March 4, 2013. LVPRPF may also apply for Operations funding for the Interim Park; however, the City is not a part of that grant application. In reviewing the grant requirements with the State representative, staff was advised sufficient funds are anticipated this year to allow an opportunity for new facilities to be competitive. The questionnaire is focused on continuing operations, so it was determined if there was an existing facility in place, as previously noted, there would be greater points awarded, making the opportunity for funding greater than without an existing facility.

The amount of money requested in the grant application is not known at this time; staff and the Sub-Committee are currently preparing the necessary cost estimates. Once the application has been submitted it cannot be changed, unless in response to

comments from the OHV Grant Program staff or the public. The City can withdraw the application at any time prior to the final application submittal deadline. The estimates being prepared include consultant work for necessary studies; work required to install the necessary infrastructure for the Motorsport Park; material and volunteer time; and staff work to complete the project. A copy of the preliminary application will be available on the State Park website on March 5, 2013. The City is required to place information on the City website to allow the public an opportunity to review the application and comment. Staff will add the necessary information to the website.

Once awarded, the grant funds are generally paid as a reimbursement. This would mean if the LVPRPF did not have the funds to deposit with the City to cover the cost of the Environmental Impact Report (EIR) and all subsequent consultant work, the City would have to provide the funding for the project and request reimbursement from the OHV Grant Program. The possibility of requesting advance funds was discussed with the OHV Grant Program representative and apparently may be considered on a limited basis.

There is a requirement for matching funds or the equivalent value of services, or material in an amount not less than 25 percent of the total project cost identified. The amount of match provided can include donated material, volunteer time, City donated staff time and permit fees.

Since the application must be signed by the City, there will be significant staff time required to verify the information in the application, provide the public comment option as required, work with consultant and necessary agencies to prepare an appropriate environmental document, monitor and document all fund expenditure and request for reimbursement. Staff is including a rough estimate of these costs in the grant information and will ask for the 15 percent administration costs allowable by the grant. However, there may be unanticipated City costs not included, which should be covered in the future MOU when it is returned to the Council for consideration.

Kids Motorcycle Fun Park:

On February 6, 2013, staff met with the Motorsports Committee to discuss the grant request at the Airport. The Committee proposed the City allow a new Park to be built before March 4, 2013, at an alternate site to better qualify for Grant funding at the airport. Staff met with the City Administrator and received approval to proceed with developing an interim park to support the Committee request, subject to City Council approval.

A number of locations were explored and the flat area at the entry to River Park appears to be an area where this type of interim facility could be located. The location at River Park is intended to be a low cost "interim" location and will be removed when the final location is developed within three years. The Sub-Committee prepared a draft project

description (Attachment 1) which was presented to the City Development Review Board (DRB) on February 14, 2013, for review. The DRB discussed the project with the applicant and placed conditions that were added to the MOU.

The draft project description and site layout were presented to the Park and Recreation Commission on February 20, 2013. The Park and Recreation Commission met with the applicant, reviewed the proposal, and accepted the conceptual plan.

The interim project is on a site of approximately one-acre at the entry to River Park. Parking for vehicles will be provided on-site and the riding area will be fenced and limited to 50cc motor driven cycles. Riders must complete safety classes provided by the Sub-Committee volunteers on the site. The facility will be open on weekends and holidays only and will be manned by LVPRPF and other volunteers. More detailed information is presented in the project description and operations plan.

It is anticipated the interim Kids Motorcycle Fun Park will be in operation for up to three years, during which time the staff and the Sub-Committee will work on the necessary documents and approvals to establish the permanent Motorsport facility at the Lompoc Airport.

An Operation Plan for the Kid's Motorcycle Fun Park is attached to the MOU, which the City shall rely on for maintenance and operation of the Kid's Motorcycle Fun Park. All items necessary for maintenance and operation shall be provided by volunteers or contractors funded by LVPRPF at no cost to the City, except as noted in the Operations Plan. LVPRPF may apply for a Maintenance and Operations Grant from the State of California Department of Park and Recreation Off-Highway Vehicle (OHV) Grant Program to offset their costs. LVPRPF requests the City support the LVPRPF grant request with a letter of support (Attachment 2).

Environmental Approval:

The Kids Motorcycle Fun Park is Categorically Exempt, pursuant to the California Environmental Quality Act (CEQA) Sections 15304 Minor Alterations to Land and Section 15311 Accessory Structures. A Notice of Exemption will be filed following Council action on the MOU.

Memorandum of Understanding:

In order for the Kids Motorcycle Fun Park to become a reality, LVPRPF will enter into a MOU with the City for the construction of the project (Attachment 3). LVPRPF will be responsible for all items necessary for construction to complete the project. Once the project is complete, LVPRPF will turn the park over to the City for overall management. The Recreation Division will be assigned management of the Park and will rely on approved volunteers for day-to-day operation.

The proposed MOU establishes a framework for a productive working relationship so the design and construction of the Kids Motorcycle Fun Park is done in a quality and timely manner. The MOU clearly defines the process and role of each party to ensure compliance, completion and on-going commitments that need to be fulfilled. A few key elements to ensure the success of the project are as follows:

- Site Plan - LVPRPF and the City have developed the Site Plan, included in the MOU. All City Departments have reviewed the Plan, including Police and Fire. Conditions generated by the City have been added to the MOU.
- Construction Oversight - LVPRPF shall obtain all Permits necessary to build the Park. LVPRPF shall oversee the volunteer training, management and construction of the Kids Motorcycle Fun Park Project.
- Indemnification and Insurance - LVPRPF shall ensure all contractors it hires or uses for the Kids Motorcycle Fun Park (i) indemnify City, LVPRPF and each of their officers, employees and agents from any and all liability that may arise from that contractor's (or any of the contractor's officer's, employee's, agent's or subcontractor's) acts or omissions regarding that contract and (ii) carries general liability insurance in a minimum single-limit amount of \$1,000,000. LVPRPF shall provide an estimate as to the cost of the improvements installed.

Volunteers - The parties understand individual volunteers may not be protected by the above referenced indemnities and insurance coverage for potential liability that could result for those volunteers' actions or inactions related to any construction activities of the Kids Motorcycle Fun Park. LVPRPF shall inform each of those volunteers of that risk.

Park Management Policy:

The Kids Motorcycle Fun Park will be maintained by a specific City program under the direction of the Recreation Division. The park will be staffed by City-approved volunteers from LVPRPF Motorsports Sub-Committee and other approved groups. An Operation Plan for the Kid's Motorcycle Fun Park is attached to the MOU, which the City shall rely on for maintenance and operation of the Kid's Motorcycle Fun Park. All items necessary for maintenance and operation shall be provided by volunteers or contractors funded by LVPRPF at no cost to City, except as noted in the Operations Plan. General Fund contributions will be minimized by developing a Park Management Policy that specifies roles and responsibilities of City volunteers for the ongoing operation and maintenance of the park. The Policy would also detail consequences and authorize staff to take certain actions if responsibilities are not met. Staff will be returning to the Council for formal adoption of that policy within 90 days. The parameters of the volunteer program will be derived from LVPRPF Operations Plan, which is part of the MOU. There will be daily, monthly and annual maintenance obligations. If certain obligations are not

met and the volunteer program does not provide for proper maintenance and operation of the park, then staff will be authorized to take actions specified in the Policy, up to and including, closing the Park and requiring LVPRPF to remove all the improvements. A few key elements that will be in the Park Management Policy to ensure the success of the project are as follows:

- Head Volunteer - To manage the core group of volunteers that perform daily, weekly, monthly and annual duties.
- Volunteer Phone Hotline – This will allow the public to express concerns about the park and be addressed promptly.
- Operations Plan – This will ensure all maintenance elements are clearly stated and roles, responsibilities, timelines are defined.
- Implementation – This will define the actions staff can take when volunteer maintenance is not in compliance with the Operations Plan. The goal will be to bring the Park back into compliance, but will address the circumstances that will lead to Park closure and removal.
- Volunteer Live Scans – This will ensure the core volunteer group that maintains the park will undergo a background check.

Fiscal Impact:

The LVPRPF has requested the City waive any fees involved with the establishment of the Interim Kids Motorcycle Fun Park, including staff time and permit fees. Staff recommends approving a General Fund appropriation of \$2,500, to fund any necessary City permits, unless the Management Services Director and City Attorney determine the City's AB 1600 funds are eligible to pay for those fees and then those fees would be paid from that funding.

Conclusion:

Council is requested to review the requirements and obligations for the Off-Highway Motor Vehicle Recreation Grant Program to fund a Motorsports Park located at the Lompoc Airport and authorize the City to submit a Preliminary Grant Request. If the City Council supports the Grant Request, then consider the proposed MOU for the Kids Motorcycle Fun Park at River Park. If Council approves the MOU, then direct staff to continue working with the LVPRPF and its Sub-Committee throughout the construction of the project. Within 90 days, the Recreation Division will bring a Park Management Policy back to Council for review and approval.

APPROVED FOR SUBMITTAL TO THE CITY ADMINISTRATOR:

Kevin McCune, Public Works Director

Teresa Gallavan, Economic Development Director/
Assistant City Administrator

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Laurel M. Barcelona, City Administrator

Attachments: 1) [Project Description](#)
 2) [Letter of Support](#)
 3) [Memorandum of Understanding](#)

KIDS 50CC FUN PARK: PROJECT DESCRIPTION

This park will allow both the City of Lompoc and LVPRPF Motor Sports Committee to learn how to create and operate a small simple motocross park in preparation for the construction of the larger park on the Lompoc Airport lower bench. This park is not planned to include organized events and is simply a 50CC riding area.

City Responsibilities:

1. Environmental review, planning, staff reports, commission and council review and approval.
2. Creation of the MOU for construction and operation of the Fun Park including use of the existing agricultural well by the LVPRPF Motor Sports Committee. Council approval must include a resolution in support of OHV recreation and designate the LVPRPF Motor Sports Committee as the city's Stake Holder Group and that the city is dedicated to sustaining OHV opportunities.
3. Expediting and paying for any needed permits for the installation of the underground electric line from the existing PGE pole to the trailer site and for the installation of underground water line from the existing well to the park site. Any permits for the installation of the fencing, chips for the parking area and placement of the 28' office and training room trailer. [AB1600 funds may be applicable]
4. Placing information provided by the LVPRPF Motor Sports Committee on the city web site by March 1, 2013, which shall include:
The Fun Park hours of operation. A list of the amenities at the Fun Park. Area map showing the Fun Park location. The Fun Park brochure created by the LVPRPF Motor Sports Committee. A copy of the safety brochure from the two industry safety associations supplied by the LVPRPF Motor Sports Committee. Contact information for the LVPRPF Motor Sports Committee. Contact information for the Park Ranger and the Lompoc Police Department. A link to the State of California Parks OHV web site.
5. Provide a daily drive by check of the Fun Park by a city park ranger or police officer.
6. Provide a monthly review of the Fun Park and the Fun Park soils management plan with the Operational Committee representative.
7. The city will review and approve the soil maintenance and dust mitigation plan and a designated parks staff member will visit the Fun Park each month and review the soil maintenance plan results with an Operating Committee member.
8. By February 28th the City of Lompoc shall establish a separate account for funds for Fun Park.
9. Lock and Unlock the entry gate and ride area gate for Fun Park operation hours.

LVPRPF Motor Sports Committee Responsibilities:

1. Installation of an underground electric line from the PGE pole to the office/training trailer location with a riser, disconnect as required by city building codes supervised by a licensed contractor.
2. Installation of an underground water line from the existing well or existing well distribution lines to the Fun Park and within the Fun Park for non-potable water supervised by a licensed contractor. Each faucet will have a sign in lettering at least 2" high stating: "NON POTABLE WATER"
3. Collect wood chips on the parcel surrounding the fun park to cover the parking area of the Fun Park.
4. Provide two handicap accessible parking spaces, one car and one van, with ADA signage and a compacted surface of either decomposed granite or road base.
5. Install used chain link fencing of at least 6 feet in height around the riding area and install a fence of at least four feet in height around the parking area.
6. Install 831.7 California extreme sports law warning signs, with a text approved by the City Attorney at each entrance used by the general public to enter the fun park using used fence posts.
7. Install a plywood sign board of at least 4' by 8' using used materials for the posting of Fun Park rules, safety materials and other announcements.
8. Provide at least two benches constructed of used materials.
9. Install a sun shade of at least 8' by 8' with a open clearance of 7' using used materials.
10. Provide a brochure that describes the Fun Park and lists the park rules that have been approved by the city attorney for distribution by City parks staff and the Committee.
11. Provide safety brochures from the nationally recognized cycle safety associations.
12. Have each volunteer that works on the project during construction sign a release that the volunteer understands they are not covered by city indemnities or insurance coverage and could be individually liable for their actions.
13. Create Fun Park rules which will include a requirement that motorcycles and Quads can only be worked on in the bed of a truck or van, on a trailer or on a portable spill containment device.
14. The Fun Park will include three access gates along River Park road so fire trucks may park on the existing road and easily access the park.

Operation Committee working with the City of Lompoc:

1. Provide no less than 30 ATV safety training classes within the Lompoc Valley each calendar year using materials from the ATV Safety Institute and Motor Cycle Safety Foundation.
2. Provide publicity for the use of the Fun Park including but not limited to 25 presentations at local schools or youth facilities each year, brochures at Lompoc and Santa Maria valley cycle shops and at least quarterly news releases to local media outlets.
3. When the Fun Park is open, provide DB noise monitoring of at least 50% of motorcycles and quads entering the park on weekends and holidays to verify that they are within industry standards.
4. Limit use of the Fun Park to motorcycles and quads that have an engine displacement of 50CC or less.
5. In all literature for the Fun Park and signage provide the minimum and maximum height for riders to enter the park based on the recommendations of cycle and quad manufacturers. Riders in the park may not be older than 12 years old.
6. Provide at least two volunteers screened and approved by the city when the Fun Park is open. The Fun Park shall be open at least Saturday Sunday and holidays excluding Thanksgiving and Christmas from 10 AM to 4 PM during the year and 9 AM to 7PM in the summer. There shall be no admission charge for use of the Fun Park. The Committee is authorized to sell promotional items, accessories and food items and accept donations to fund the operations of the Fun Park.
7. Recruit the Chamber of Commerce and at least two other nonprofit organizations to assist with some portion of the parks promotion or rider safety program.
8. Use only low VOC paints and sealers in constructing or maintaining the Fun Park.9.
9. Fun Park users may only perform maintenance and repair on a quad or motorcycle on their trailer, in the bed of a truck or van or on a portable spill containment device.
10. Create a plan to remove the trailer and all fencing on 12 hours notice in case of a flood warning from the County Flood Control District.
11. In the maintenance plan include wetting the riding area twice a day during the initial riding area preparation and once per day during riding use or more often as needed.

CLOSING THE FUN PARK

If either the City or the LVPRPF Motor Sports Committee determines that the Fun Park shall be closed the entity desiring to close the Fun Park shall notify the other in writing at least 30 days before the date of closure. The Fun Park shall be closed when the ORV park is opened on the airport property.

At closure the LVPRPF Motor Sports Committee shall remove all improvements including fencing, the office and training trailer, signs, benches, sun shade and above ground water system. The committee shall then disc the site to level it. Wood chips and the material for the handicap parking pads do not need to be removed. Any water of electrical lines installed by the committee shall be disconnected at the source and cut off at least 2 feet below the surface of the ground within the Fun Park site.

Until the city receives a Ground Operations Grant from the State OHV fund the LVPRPF Motor Sports committee will provide or pay for:

1. The electric bill for the well and trailer.
2. One handicap accessible portable toilet rental and servicing.
3. The cost of trash disposal.
4. Any other costs required to run the fun park.

February 27, 2013

Mr. Sixto Fernandez
Grants Administrator
Off-Highway Motor Vehicle Recreation
California State Parks
P O Box 942896
Sacramento, CA 94296-0001

Subject: Interim Kids Motorcycle Fun Park in Lompoc

Dear Mr. Fernandez:

The City of Lompoc has reviewed a request by the Lompoc Valley Parks, Recreation, and Pool Foundation, Inc. (LVPRPF) to develop an interim Kids Motorcycle Fun Park on City-owned property. The proposed Park will be developed and operated according to a Memorandum of Understanding (MOU) between the City and the LVPRPF.

The project includes: enclosing an approximately one-acre site at the entry to River Park; providing parking for vehicles on-site; enclosing the riding area and limiting it to 50cc motor-driven cycles; offering safety classes riders must complete, provided on-site by LVPRPF volunteers; operating the facility on weekends and holidays only and manning the facility with LVPRPF volunteers.

The City supports the efforts of the LVPRPF in creating a safe Off-Highway Vehicle (OHV) recreation opportunity for the community. The interim park is the first step by LVPRPF in managing a small scale facility to provide education and a safe and fun riding opportunity for younger riders. The City will continue to work with and support LVPRPF in achieving the goal of developing a family-oriented, multi-use facility to highlight OHV riding in a safe and responsible manner.

Please contact Ms. Teresa Gallavan, Economic Development Director / Assistant City Administrator at 805.875.8274, or by email at: t_gallavan@ci.lompoc.ca.us if you have any questions regarding the project.

Sincerely,

Laurel M. Barcelona
City Administrator

cc: Lompoc City Council
Teresa Gallavan, Economic Development Director / Assistant City Administrator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Lompoc, a municipal corporation ("City") and the Lompoc Valley Park, Recreation and Pool Foundation, Inc., a California public benefit non-profit corporation ("LVPRPF").

RECITALS

- A. LVPRPF desires to install an interim Off-Highway Vehicle Park (the "Kid's Motorcycle Fun Park") at River Park (the "Property") to increase the recreational activity opportunities for youth in the community and region.
- B. The Property is illustrated and further defined in [Exhibit A](#), which by this reference is incorporated herein.
- C. City has indicated a willingness to grant LVPRPF, through its Motorsport Park Committee (the "Committee") access to and use of the Property for the installation of the Kid's Motorcycle Fun Park.
- D. The parties desire to enter into this MOU to establish a framework for a productive working relationship for the design and construction of the Kid's Motorcycle Fun Park in a quality and timely manner.
- E. At its meeting of February 26, 2013, City's City Council approved this MOU.

Now, therefore, in consideration of the foregoing and the terms set forth below, the parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated into this MOU.
2. Scope of Development. LVPRPF, through the Committee, shall design and construct the Kid's Motorcycle Fun Park that conforms to the conceptual plan attached hereto as Exhibit A (the "Conceptual Plan"). The Conceptual Plan shall conform with the following Conditions of Approval and the requirements of the then current City Codes, including State Building, Fire, Mechanical, Plumbing, Electrical, Energy, and Green Building and all related codes and regulations:
 - A. Fire extinguishers of a type determined by the Fire Department shall be provided in areas designated by the Fire Marshal during the parks hours of operation.

- B. Volunteers that have been designated to oversee daily park operations shall be trained in basic first-aid and CPR.
 - C. The parks operations plan shall include procedures that shall be followed in the event of an injury, including but not limited to how police/fire dispatch will be notified.
 - D. Accessible hard surface path of travel must be provided to the main entrance and bathrooms.
 - E. Permits are required for electrical, plumbing, building and installation of the trailer. The trailer must be secured by an approved anchoring system. An accessible ramp must be provided into the trailer.
 - F. Fence and gates should be protected with straw bales or other suitable safety barriers.
 - G. LVPRPF shall provide the City with the Head Volunteer name and phone number assigned to the Park. This individual will be responsible for coordinating all items for construction, including preparing plans, obtaining permits, coordinating construction including dust control, responding to complaints, and ensuring all work conforms to the requirements of this MOU.
3. Schedule of Performance. The parties agree the design, installation, maintenance and operation of the Kid's Motorcycle Fun Park shall meet the timeframes outlined in the Schedule of Performance described in [Exhibit B](#), which by this reference is incorporated herein.
4. City Work. City shall pay for any necessary City Permits.
5. Maintenance and Operation. An Operation Plan for the Kid's Motorcycle Fun Park is attached hereto as [Exhibit C](#), which the City shall rely on for maintenance and operation of the Kid's Motorcycle Fun Park. All items necessary for maintenance and operation shall be funded by LVPRPF at no cost to City, except as noted in the Operations Plan.
6. Improvements for and Closure of the Kid's Motorcycle Fun Park.
- A. The Kid's Motorcycle Fun Park shall be designed to meet all required Conditions of Approval for the Kid's Motorcycle Fun Park. Items include, but are not limited to, plans and documentation referenced in the Conditions of Approval and required permits. All items necessary for design, permitting and construction shall be funded by LVPRPF at no cost to City, except as noted herein.

- B. Construction Oversight. LVPRPF shall oversee the volunteer training, management and construction of the Kid's Motorcycle Fun Park.
- C. Grading. The Kid's Motorcycle Fun Park will be left flat with no track improvements. No hills, jumps, paths, walls or any other obstacles will be allowed in the Kid's Motorcycle Fun Park, other than safety barriers and unfixed, portable traffic cones. No grading shall be done for the Kid's Motorcycle Fun Park, other than that necessary for construction of the parking lot and access driveway.
- D. Irrigation. LVPRPF shall furnish and install all improvements necessary to provide water to the Park for dust control. Improvements shall include, but not be limited to: a pressure tank and pressure switch at the existing pumphouse, irrigation line from pumphouse to Park, and no less than three (3) hose bibs at the Park. LVPRPF shall use the existing well and re-use any existing improvements in the pumphouse at their own risk. Repairs and maintenance of the well and water delivery system will be funded by LVPRPF. Installation of all improvements within the pumphouse shall be performed by a licensed contractor hired by LVPRPF. A licensed contractor shall verify the water delivery system is designed per the manufacturer's recommendations of City well pump. All improvements shall be of adequate size and type to minimize rapid cycling or other damage to City well pump. A licensed contractor shall inspect, test and maintain the water delivery system annually and a copy of the report shall be provided to City.
- E. Electrical. A licensed contractor shall install all improvements necessary to provide electricity to the LVPRPF furnished office trailer and City well. LVPRPF shall be billed directly by the utility. Failure to pay the utility bill could result in closure of the Kid's Motorcycle Fun Park by City, at City's sole discretion.
- F. Office Trailer. LVPRPF shall furnish and install an office trailer. The trailer shall be installed as required by the Building Code.
- G. Fencing. Installation of all fencing and gates for the Kid's Motorcycle Fun Park shall be performed under the direction of LVPRPF. Such work shall be completed per the Conceptual Plans.
- H. Landscaping. No landscaping improvements are proposed.

- I. Other Improvements. LVPRPF shall provide, maintain and empty two trash receptacles in the parking lot in locations approved by City for the duration of the interim park.
- J. Chemical Toilets. LVPRPF shall provide at least one clean working chemical toilet, as well as removal of sewage, as needed, for the duration of the interim park. Failure to provide the toilet and removal of the sewage, as approved by City, could result in closure of the Kid's Motorcycle Fun Park by City, at City's sole discretion.
- K. Removal of Improvements. All parties agree and acknowledge the Kid's Motorcycle Fun Park is an interim use of the Property and the City has other short- and long-term uses planned for the location. Based on that understanding: if (i) in its sole discretion, City determines, at a duly noticed public meeting, it is in the best public interest to discontinue construction or operation of the Kid's Motorcycle Fun Park or (ii) the Kid's Motorcycle Fun Park is still on the Property three full calendar years after the effective date of this MOU, then LVPRPF shall be responsible for removal of all improvements installed as part of the Kid's Motorcycle Fun Park, as directed by City, or pay City no more than Two Thousand Dollars (\$2,000.00) to fund that removal. Such payment shall be made if LVPRPF fails to satisfactorily remove, as reasonably determined by City, the improvements within sixty (60) days after notice is sent from City to LVPRPF indicating construction of the Kid's Motorcycle Fun Park is to be discontinued or the Kid's Motorcycle Fun Park is to be closed and the improvements are to be removed.
- L. Indemnification and Insurance. LVPRPF shall ensure all contractors it hires or uses for the Kid's Motorcycle Fun Park (i) indemnify City, LVPRPF and each of their officers, employees and agents from any and all liability that may arise from that contractor's (or any of the contractor's officer's, employee's, agent's or subcontractor's) acts or omissions regarding that contract and (ii) carries general liability insurance in a minimum single-limit amount of \$1,000,000. LVPRPF shall provide an estimate as to the cost of all improvements.
- M. Volunteers. The parties understand individual volunteers may not be protected by the above referenced indemnities and insurance coverage for potential liability that could result for those volunteers' actions or inactions related to any construction activities of the Kid's Motorcycle Fun Park. LVPRPF shall inform each of those volunteers of that risk.

7. City Administrator Authority. Unless otherwise specifically stated, whenever this MOU requires an approval of City, such approval, at his/her sole discretion, may be given by City's City Administrator or his/her designee, if so designated in writing; provided, that the City Administrator, in his/her sole discretion, may decide to bring any matter to the City Council; and provided, further, that the City Council reserves the right to determine whether to terminate this MOU as described in Paragraph 8. The City Administrator also has the authority to allow minor deviations from the requirements of this MOU, if, in his/her sole discretion, he/she determines it is in the public interest to do so and such deviations are memorialized in writing.
8. Termination by City. City shall have the right to terminate this MOU in the event LVPRPF fails to comply with all the terms of this MOU, including all exhibits, unless such failure is caused by City. City's right of termination shall be subject to a 15-day notice.
9. Termination by LVPRPF. LVPRPF shall have the right to terminate this MOU in the event City fails to comply with all the terms of this MOU, including all exhibits. LVPRPF's right of termination shall be subject to a 15-day formal notice.
10. Notices.
 - A. Any formal notice, request, approval or other communication to be provided by either party shall be in writing and dispatched by first class mail, registered or certified mail, postage prepaid, return-receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of City and LVPRPF set forth below. Such written notices, requests, approvals or other communication may be sent in the same manner to such other addresses as either party may from time to time designate.
 - B. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt and any notice that is sent by registered or certified mail, postage prepaid, return-receipt requested shall be deemed received on the date of receipt thereof.

If to City:

City of Lompoc
Attn: City Administrator
100 Civic Center Plaza
P O Box 8001
Lompoc CA 93438-8001
Telephone – 805.875.8212
Facsimile – 805.875.8302

With a copy to:

Aleshire & Wynder, LLP
Attn: Joseph W. Pannone
2361 Rosecrans Avenue, Suite 475
El Segundo CA 90245-4916
Telephone – 310.527.6663
Facsimile – 310.532.7395

If to LVPRPF:

Jim Mosby
President, Lompoc Valley Park, Recreation and Pool
Foundation, Inc.
601 East Ocean Avenue, Suite 17
Lompoc CA 93436

Carl Creel
Chairman, LVPRPF Motorsports Park Committee
601 East Ocean Avenue, Suite 17
Lompoc CA 93436

11. Litigation Costs. If any legal action or any mediation or arbitration or other proceeding is brought for the enforcement or interpretation of this MOU, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this MOU, then the successful or prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs (including experts' fees and costs) incurred in that action or proceeding, in addition to any other relief to which they may be entitled.
12. Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. This MOU cannot be assigned without the written agreement of each party.

13. Governing Law. This MOU shall be governed, construed, interpreted and enforced in accordance with and under the laws of the State of California.
14. Entire Agreement. This MOU represents the entire agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to development of the Kid's Motorcycle Fun Park. This MOU may not be amended unless agreed as such in writing and certified by the signatures of the parties hereunder.
15. Effective Date. It is understood and agreed this MOU shall not be effective until it has been signed by all parties and shall be effective as of the date it is signed on behalf of City.

THE CITY OF LOMPOC, a municipal corporation

Dated: _____, 2013

By: _____
Laurel M. Barcelona, City Administrator

ATTEST

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Stacey Alvarez,
City Clerk

By: _____
Joseph W. Pannone, City Attorney

[Signatures continued on page 8]

[Signatures continued from page 7]

LOMPOC VALLEY PARK, RECREATION AND
POOL FOUNDATION, INC. a California public
benefit non-profit corporation

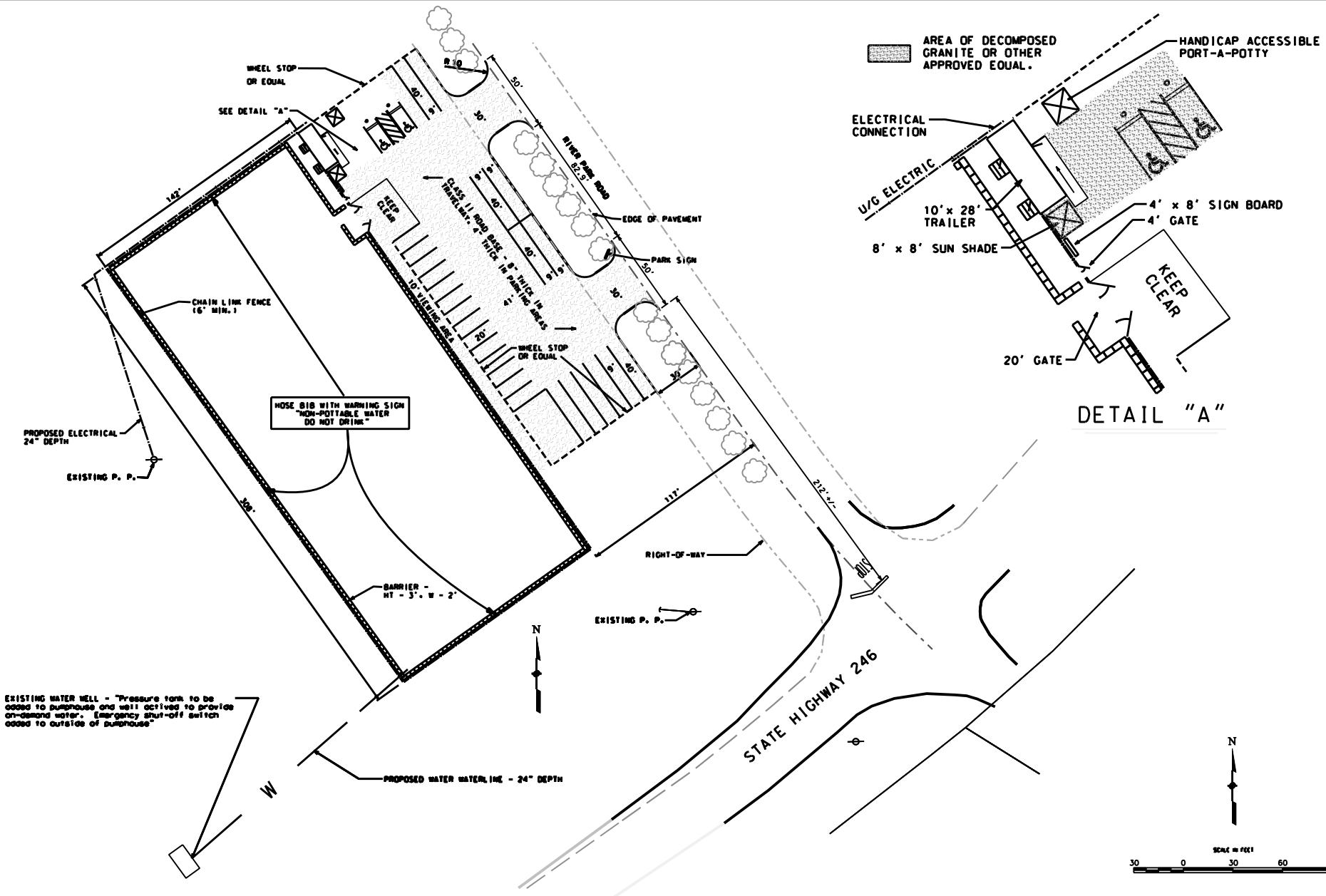
Dated: _____, 2013

By: _____
Jim Mosby, President

Dated: _____, 2013

By: _____
Carl Creel,
Chairman of Motorsports Park Committee

DRAFT



EXISTING WATER MELL - "Pressure form to be added to pump house and well drilled to provide on-demand water. Emergency shut-off switch added to outside of pump house"

HOSE BIB WITH WARNING SIGN
"NON-POTABLE WATER
DO NOT DRINK"

AREA OF DECOMPOSED GRANITE OR OTHER APPROVED EQUAL.

ELECTRICAL CONNECTION
U/G ELECTRIC
10' x 28' TRAILER
8' x 8' SUN SHADE
4' x 8' SIGN BOARD
4' GATE
20' GATE
KEEP CLEAR

DETAIL "A"

STATE HIGHWAY 246

SCALE IN FEET
0 30 60 90

EXHIBIT "A"

KID'S MOTORCYCLE FUN PARK	
SHEET NO.	TOTAL SHEETS
1	1

EXHIBIT B

SCHEDULE OF PERFORMANCE

1. Approval Construction Plans. Appropriate City staff shall approve the plans contingent on LVPRPF's compliance with this MOU. On or before February 27, 2013
2. Proof of Insurance. LVPRPF shall provide proof LVPRPF's contractors have general liability and professional liability insurance, as required. Prior to City's issuance of any required building or planning permits
3. City Permits. LVPRPF shall have completed all action necessary to obtain approval of all required City building permits with respect to the Project, including liability coverage in the amount appropriate for the Kid's Motorcycle Fun Park has been obtained. On or before February 27, 2013
4. Issuance of City Permits. City shall issue the necessary permits contingent on LVPRPF's compliance with this MOU. As soon as possible after LVPRPF satisfactorily completes Item 3
5. Commence Construction of the Kid's Motorcycle Fun Park. LVPRPF shall have commenced construction of the Kid's Motorcycle Fun Park. LVPRPF shall be deemed to have commenced construction when work equal to at least \$500.00 of actual construction value the Kid's Motorcycle Fun Park has been satisfactorily completed. On February 27, 2013

6. Completion of Construction. On or before March 2, 2013
LVPRPF shall complete construction of the Kid's Motorcycle Fun Park, including all on-site improvements. Completion shall mean when the Kid's Motorcycle Fun Park can be issued an approved full and final inspection and is ready for use by the public.

7. Park moved to Permanent Location. On or before March 2, 2016
Kid's Motorcycle Fun Park will be relocated to new location to be determined. If a new location cannot be found, then Kid's Motorcycle Fun Park shall be closed. LVPRPF shall demolish or remove all improvements including fencing, trailer, signage, and site amenities.

Fun Park Operations Plan

Updated: February 14, 2013

Fun Park Operations Plan

Purpose

The purpose of this Operations Plan is to ensure the highest quality operation and management of the Fun Park facility (the "Park"), provide comprehensive integrated risk management practices for the City of Lompoc ("City") to maintain and operate a public access fun park used for the benefit of the youth, families and greater community of Lompoc, California. The maintenance and ongoing operation of the Fun Park will be a cooperative effort between City Staff and City Volunteers and Lompoc Valley Parks, Recreation and Pool Foundation ("LVPRPF").

This Plan should be reviewed on an annual basis by City to identify and address any issues related to the successful operation of the Fun Park.

This Plan has been developed based on current best practices and standards used by comparable action sports parks and facilities throughout California and the United States that operate "hazardous recreational activities." "Hazardous recreational activity" means a recreational activity that creates a substantial risk of injury to a participant or spectator.

The best practices in this Plan conform with California Government Code §831.7 and California Civil Code §846, as well as guidelines set forth by the following organizations and agencies: US Forest Service, California State Parks. We also utilized successful examples of risk management practices from public and private sources.

Fun Park Operation Plan Contents:

1. Risk Management Plan
2. Maintenance Plan
3. Maintenance Record Form
4. Fun Park Incident/Accident Report Form
5. Fun Park Volunteer Waivers and Release Forms

Fun Park Operations Plan

Risk Management Plan

The Fun Park was designed to promote safe, fun and progressive riding experiences for riders under the age of twelve. The design of the Park incorporates risk management strategies including, but not limited to, providing proper signage at Park entrances and progressive riding areas. The following steps shall be employed to ensure a safe environment is maintained, over time, at the Fun Park:

1. (1a) The Fun Park shall maintain clear and visible signage at all Fun Park entrances.
(1b) Entrance signage will clearly inform users of Fun Park rules, riding etiquette, hours of operation, and required use of basic safety equipment (helmets), and **emergency contact information**.
(1c) Signage will be routinely inspected and maintained in compliance with the Fun Park Maintenance Plan.
2. (2a) The Fun Park boundary fencing, gates, riding area and site furnishings shall be routinely inspected and maintained.
(2b) Fun Park inspections and maintenance activities shall be documented.
(2c) An annual analysis of Fun Park maintenance activities shall be performed to identify and address any issues related to the inspection and maintenance of the Fun Park.
3. (3a) Fun Park-related accidents and incidents that occur in or immediately adjacent to the Fun Park shall be documented.
(3b) Immediately after each incident or accident an analysis of the Fun Park accident documentation will be performed to identify and address including hazardous conditions, use patterns, etc.
(3c) An annual analysis of accident documentation shall also be performed.
4. (4a) The lead operator must be trained in basic first aid and CPR.
(4b) In the event of an emergency, **call 911**.
(4c) The lead operator must have a working cellular phone available during operating hours.
(4d) Fire extinguishers of the type determined by the fire department must be available and in the areas designated by the Fire Marshal, during operating hours!
5. (5a) All Fun Park volunteers will be required to wear basic safety equipment (high visibility vest) during maintenance operations and activities and shall be required to sign a liability waiver.
(5b) All volunteers will be required to wear sturdy closed toed shoes or boots, sturdy pants or shorts, and a sturdy shirt during maintenance operations.

Fun Park Operations Plan

(5c) All volunteers will be encouraged to use additional protective equipment including gloves, protective eyewear, and ear protection, sun protection, knee pads, hard hats, etc.

(5d) All volunteers will be informed of risk and hazards related to the activities they are participating in.

(5e) An annual analysis of volunteer operations will be performed to identify and address any issues related to volunteer safety and risk management.

Fun Park Maintenance Plan

The Fun Park Maintenance Plan provides a schedule for the routine general maintenance activities to be performed by a City volunteer program and outside contractors paid for by LVPRPF. These activities include, but are not limited to, opening and closing of access gates, general inspection of Fun Park signage, boundary fencing and access gates, emptying of trash, emptying and cleaning of the portable restroom, general landscape maintenance, and periodic seasonal closure of the Fun Park due to weather conditions etc.

The Fun Park will also require specific maintenance activities including, but not limited to, routine inspection and maintenance of park signage, inspection and maintenance of riding areas and site furnishings.

General Maintenance Activities to be performed by City Staff:

Daily maintenance activities include:

1. Opening and closing of Fun Park access.

Seasonal maintenance activities include:

2. Periodic closure of the Fun Park due to weather conditions.

General Maintenance Activities to be performed by Outside Contractor (paid for by LVPRPF):

Weekly maintenance activities include:

1. Emptying and cleaning of portable restrooms.
2. Emptying and cleaning of trash receptacles.

Fun Park Specific Maintenance Activities to be performed by City Volunteers:

Daily maintenance activities (when open) include:

1. Inspection and maintenance of all signage at Fun Park entrance.
2. Inspection and maintenance of all riding area.

Fun Park Operations Plan

3. Closure of riding area that requires additional maintenance.
4. Removal of all hazardous debris, trash, rocks, etc. throughout the Fun Park.
5. Irrigation of soil to reduce erosion and dust and to maintain proper soil compaction.
6. Inspection and securing of the Fun Park boundary fence, gates, site furnishings, etc.
7. Inspection for vandalism and non-approved Fun Park modifications.

Weekly maintenance activities include:

1. Inspection and maintenance: Resurfacing of all riding area by filling, packing and smoothing pits, holes and gouges, brake bumps, erosion, etc.

Monthly maintenance activities include:

1. General landscape maintenance and weed control within the site.

Seasonal maintenance activities include:

1. Inspection, maintenance and improvement of site drainage.
2. Periodic closure of the Fun Park due to weather conditions.

Volunteer Management Policy

Fun Park

Park Management Volunteer Policy

The construction, maintenance and ongoing operation of the fun park will be a cooperative effort between City Staff, City Volunteers and Contractors paid for by the Lompoc Valley Park, Recreation and Pool Foundation (“LVPRPF”).

Maintenance of the park will consist of daily, weekly, monthly and annual activities outlined in the Fun Park Operations Plan.

The following volunteer policies provide further clarification of the expectations of the City as to the operation of the park and the management of the volunteer effort.

City Volunteer Program Structure

Volunteer Fun Park Committee- The volunteer fun park committee shall be required to maintain a minimum of (5) registered volunteers that are responsible for the maintenance and operation of the park.

Volunteer Fun Park Project Director- The volunteer project director shall serve as the main point of contact between the City, City Volunteers, the LVPRPF and all Outside Contractors. The project director shall coordinate with all parties to ensure that the park is being constructed and maintained according to the Fun Park Operations Plan.

Volunteer Fun Park Crew Leaders- Volunteer crew leaders shall provide support for the volunteer project director and assist with project management, volunteer coordination, training, construction and maintenance oversight.

Volunteer Fun Park Builder Training Program- All volunteers will be required to go through a training and certification program to ensure that they understand the concept, design and layout of the fun park, and its site amenities. Training will ensure that all volunteers understand the proper methods and techniques for the construction and routine maintenance of the fun park. Training will also ensure that all volunteers understand and how to safely and cooperatively work together as a volunteer group in order to build and maintain the park.

Volunteer Fun Park Builder Certification- A certificate of completion will be provided to all volunteers who successfully complete the training program.

Volunteer Management Policy

Fun Park

Fun Park Hotline

An official fun park hotline: **(000) 000-0000** will be maintained in order for members of the public to provide feedback on the maintenance and management of the park, find out about volunteering opportunities, and to get information related to park events, park closures, etc.

Fun Park Website

An official fun park website: www.-----.com shall be maintained to provide information on all bike park events and activities and operations.

Maintenance

All maintenance activities in the park shall be performed in accordance with the Fun Park Operations Plan. All maintenance activities shall be performed in a timely manner. All maintenance activities shall be reported to the City using the fun park maintenance record form. If maintenance cannot be completed in a timely manner the park will be closed until the maintenance has been performed.

Vandalism

Routine maintenance activities include repairing any park element that has been damaged through regular use and or due to vandalism (this includes repairs to fencing and gates, signage, site furnishings such as benches and portable toilets, etc.). If the routine maintenance of the park and/or repairs required due to vandalism is not performed, the park will be closed until the maintenance has been performed.

Reporting to City

Per the Fun Park Operations Plan, Monthly reporting to the City on all fun park maintenance activities is required using the provided maintenance record. If the proper reporting is not provided to the City, the park will be closed until the reporting is brought up to date.

Volunteer Management Policy

Fun Park

Portable Toilet

A Portable Chemical Toilet that is emptied and cleaned by an outside contractor will be maintained at the park. The LVPRPF will be responsible for paying the fees associated with this toilet and reporting to the City that they are being maintained properly. If the toilet is not being maintained properly by the outside contractor, or if the LVPRPF fails to pay the outside contractor to provide the toilet themselves or for the required maintenance, the park will be closed until the maintenance has been brought up to date.

Failure to Comply

If for any reason the City Volunteers are unable to properly operate and/or maintain the park per the Fun Park Operations Plan and or otherwise fulfill its obligations according to the specific policies outlined above, the park will be temporarily closed. If after 60 days of park closure, the City Volunteers are unable to continue the maintenance and operation of the park, and otherwise fulfill their obligations, the park will be demolished. Demolition will include the grading of all dirt, removal of all fencing, site amenities, etc. The LVPRPF shall be responsible for all cost related to the demolition of park.

Fun Park - Monthly Maintenance Record Form

Maintenance Record For The Month Of _____

This form is to be used to track routine maintenance operations and activities at the park that are to be performed by The City Of Lompoc Parks and Recreation Department (CITY), City Volunteers and outside contractors paid for by the Lompoc Valley Park, Recreation and Pool Foundation ("LVPRPF"). This form should be posted onsite and filled in as activities are performed. The completed monthly record should be jointly reviewed and signed by a representative for the CITY and from the City Volunteer Program to ensure all that activities are being performed.

	Week 1: (Initial as completed)	Week 2 (Initial as completed)	Week 3 (Initial as completed)	Week 4 (Initial as completed)
General Maintenance Activities to be provided by City Staff:				
<i>Daily maintenance activities:</i>				
1. Opening and closing of park access gates.				
<i>Monthly maintenance activities:</i>				
<i>Seasonal maintenance activities:</i>				
2. Periodic closure of the park due to weather conditions.				
General Maintenance Activities to be provided by an Outside Contractor paid for by the LVPRPF:				
<i>Weekly maintenance activities:</i>				
1. Emptying and cleaning of portable restrooms and refuse container.				

Fun Park - Monthly Maintenance Record Form	Maintenance Record For The Month Of _____			
	Week 1: (Initial as completed)	Week 2 (Initial as completed)	Week 3 (Initial as completed)	Week 4 (Initial as completed)
Fun Park Specific Maintenance Activities to be provided by City Volunteers:				
<i>Daily maintenance activities(when open):</i>				
1. Inspection and maintenance of all signage at fun park entrance.				
2. Inspection and maintenance of all riding area.				
3. Closure of riding area that requires additional maintenance.				
4. Removal of all hazardous debris, trash, rocks, etc. throughout the park and on riding surfaces.				
5. Irrigation of soil to reduce erosion and dust and to maintain proper soil compaction.				
6. Inspection and securing of the fun park boundary fence, gates, site furnishings, etc.				
7. Inspection for vandalism and/or non-approved park modifications.				
<i>Weekly maintenance activities:</i>				
1. Inspection and maintenance: resurfacing of all dirt features by filling, packing and smoothing pits, holes and gouges, brake bumps, erosion, etc. in all riding surfaces.				
<i>Monthly maintenance activities:</i>				
1. General landscape maintenance and weed control within the site.				
<i>Seasonal maintenance activities:</i>				
1. Inspection, maintenance and improvement of site drainage.				
2. Periodic closure of the park due to weather conditions.				

This report has been reviewed and signed by (A copy of this report will be maintained by CITY and the LVPRPF and be reviewed annually);

City of Lompoc Parks and Recreation Representative

Date

Lompoc Valley Park, Recreation and Pool Foundation Representative

Date

Fun Park Incident/Accident Record Form

In the case of an emergency the operator shall call 911.

Date: _____

Time: _____

Incident/Accident Reported By: _____

Name/Age of Person(s) Involved in Incident/Accident: _____

Description of Incident: _____

Type of Injury (if any): _____

Actions Taken (if any) (ie. additional signage posted, maintenance or repair of feature, calling 911):

Location in Fun Park: _____

(Circle area where incident occurred)

ADD FUN PARK MAP HERE

Fun Park Volunteer Waiver and Release Form

I, _____, have agreed to volunteer my services to the Park Operator ("Operator") for the Fun Park Project ("Activity"), located within the City of Lompoc's *River Park*.

I specifically acknowledge that I am engaging in this Activity as a volunteer and not as an employee, agent, official, officer or representative of the Operator. I agree to only perform those tasks assigned, observe all safety rules, and use care in the performance of my assignments.

I further understand that the Operator will not provide any compensation or reimbursement for my services and that I am not entitled to any benefits from the Operator, including but not limited to workers' compensation benefits.

Assumption of Risk

I understand that there are risks associated with the Activity including, but not limited to, injury, death and damage to property. I attest and verify that I possess the physical fitness and ability to perform the work that I have volunteered to perform and that I have no physical limitations that would affect my participation. If I do not feel that I am capable of performing the work, I assume the responsibility of informing whoever is designated as the Manager or Director of the Activity.

In consideration for being allowed to provide volunteer services, I hereby assume the risk of, and responsibility for, any such injury, death or damage which I may sustain arising out of or in any way connected with performance of the volunteer services, including injury, death or damage resulting from any acts or omissions, whether negligent or not, or any property or equipment owned or supplied by or on behalf of the Operator, their officials, officers, employees, agents, volunteers, and any other promoters, operators or co-operators of the Activity. I also understand that any equipment that I provide or may borrow from the Operator or any other provider, I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

Release and Indemnification

In consideration for being allowed to provide volunteer services, I hereby release, waive and discharge the Operator, their officials, officers, employees, agents, volunteers, and any other promoters, operators or co-operators of the Activity, from any and all liability, claims, or causes of action arising out of or in any way connected with my performance of volunteer services, or upon their acts or omissions, whether negligent or not ("Waiver"). I agree to this Waiver on behalf of myself or my minor child/children/ward, my heirs, executors, administrators and assigns.

As further consideration for being allowed to provide volunteer services, I hereby agree, on behalf of myself or my minor child/children/ward, my heirs, executors, administrators and assigns, to indemnify and hold harmless the Operator, their officials, officers, employees, agents, volunteers, and any other promoters, operators or co-operators of the Activity, from any and all claims for compensation, personal injury, property damage or wrongful death caused by my negligence or willful misconduct, in the performance of volunteer services.

Medical Treatment

In the event of any emergency, I authorize the Operator to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

Code of Conduct

As further consideration for being allowed to provide volunteer services, I hereby agree, on behalf of myself or my minor child/children/ward, to construct and maintain the fun park in adherence with the fun park master plan and design guidelines. It is my responsibility to request and review these documents. I hereby agree, on behalf of myself or my minor child/children/ward, to conduct myself in a courteous manner and be respectful of other builders, park users as well as neighbors.

Fun Park Volunteer Waiver and Release Form (con't)

Fun Park Operations Plan

River Park

Use of My and/or My Minor Child/Children/Ward Likeness

I understand that during the program/activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me and/or my minor child/children/ward or use of my and/or my minor child/children/ward's name in connection with such likeness, and I grant to the Operator, its officers, contractors, agents, servants and employees permission to copyright, and publish (including by electronic means) such likeness of me and/or my minor child/children/ward, whether in whole or part, in any form, without restrictions, and for any purpose.

Knowing and Voluntary Execution

I have carefully read this Waiver and Release Form and fully understand its contents. I understand that I am giving up valuable legal rights. I knowingly and voluntarily give up these rights of my own free will.

Print Name

Date

Signature

Address

Daytime Phone Number

Evening Phone Number

If volunteer is under the age of 18 (a minor), this Waiver and Release Form must also be signed by a parent or legal guardian.

Print Name of Parent/Legal Guardian

Date

Signature of Parent/Legal Guardian:

PERSON TO CONTACT IN CASE OF EMERGENCY:

Name

Relation

Address

Daytime Phone Number

Evening Phone Number

Lompoc City Council Agenda Item



City Council Meeting Date: February 26, 2013

TO: Laurel M. Barcelona, City Administrator

FROM: Lucille T. Breese, AICP, Planning Manager
l_breese@ci.lompoc.ca.us

SUBJECT: The City Council will Consider Public Input, Discuss Options, and Provide Direction Regarding 2030 General Plan Land Use Element Expansion Area B – The River Area

Recommendation:

Staff recommends Council consider the material presented in the January 29, 2013 staff report, hold a public hearing, and provide direction to staff.

Background/Discussion:

The January 29, 2013 staff report is located on the City website at <http://www1.cityoflompoc.com/councilagenda/2013/130129/130129n1.pdf>. The staff report includes the Planning Commission minutes reflecting discussion which formed the no action recommendation on the area.

Due to the location of Expansion Area B – The River Area and real property in which Mayor Linn has a financial interest, Mayor Linn should recuse himself from participating in or trying to influence the decision on this matter. Notwithstanding that, he may provide input on this matter, as a member of the public, during the public comment period.

Conclusion:

Council is requested to review the material presented and provide direction to staff regarding the inclusion or exclusion of Expansion Area B – The River Area in the 2030 General Plan Update.

Lucille T. Breese, AICP, Planning Manager

APPROVED FOR SUBMITTAL TO THE CITY ADMINISTRATOR:

Teresa Gallavan, Economic Development Director/
Assistant City Administrator

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Laurel M. Barcelona, City Administrator