



**Regular Meeting of the Lompoc City Council
Tuesday, January 16, 2018
City Hall, 100 Civic Center Plaza, Council Chamber**

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

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

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

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

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

CLOSED SESSION

OPEN SESSION – 6:00 P.M. – Council Chamber

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

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

CLOSED SESSION – City Council Conference Room

BUSINESS ITEM:

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS:** Properties: APN: 099-150-054, 099-150-055, and 099-150-056 Lompoc CA, City Negotiators: Interim City Manager Teresa Gallavan, City Attorney Joseph Pannone, and Electrical Utility Manager Tikan Singh P.E. Negotiating Parties: N/A. Under negotiation: Price and terms of payment.

OPEN SESSION – 6:30 PM - Council Chamber

REPORT ON ACTION TAKEN DURING CLOSED SESSION:

INVOCATION: Reverend Michael Cook

PLEDGE OF ALLEGIANCE: Mayor Bob Lingl

CITY MANAGER REPORT: (Information only)

PRESENTATIONS PRESENTED ELSEWHERE:

On January 11, 2018, Council Member Starbuck presented a Proclamation in honor of Sunset Auto Center’s 35th Anniversary; and

On January 15, 2018, Mayor Lingl presented a Proclamation honoring January 15, 2018 as Martin Luther King, Jr. Day 2018.

PRESENTATIONS:

The City of Lompoc Economic Development Committee will give a brief presentation on its recent activities and accomplishments as well as upcoming meetings and events.

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

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

1. **Approve Lease Agreement Extension for Airport Maintenance Hangar with Larry Curtis.**

Aviation/Transportation Administrator Richard Fernbaugh
r_fernbaugh@ci.lompoc.ca.us

Recommendation: Council approve, and authorize the Interim City Manager to sign, a Second Amendment to the Lease Agreement for the Airport Maintenance Hangar with Larry Curtis, which extends the term of the lease to 2032 in exchange for additional tenant improvements.

2. **Adoption of Resolution No. 6157(18) Attestation of the Power Source Disclosure Report.**

Electrical Utility Manager Tikan Singh P.E.
t_singh@ci.lompoc.ca.us

Recommendation: Council adopt Resolution No. 6157(18), to attest the veracity of the Power Source Disclosure 2016 report.

3. **Partner with Community Action Commission of Santa Barbara County on the California Violence Intervention and Prevention Grant.**

Interim City Manager Teresa Gallavan
t_gallavan@ci.lompoc.ca.us

Recommendation: Council approve the partnership with the Community Action Commission of Santa Barbara County to apply for the California Violence Intervention and Prevention Grant.

4. **Adoption of Resolution No. 6153(18) Amending and Restating the Master Pay Schedule as Required by California Public Employees' Retirement System.**

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

Recommendation: Council adopt Resolution No. 6153(18), amending and restating the previously adopted Master Pay Schedule for all represented and unrepresented employee classifications of the City of Lompoc covered by a City adopted compensation plan or City Council approved labor memorandum of understanding.

STAFF PRESENTATIONS/ANNOUNCEMENTS/REQUESTS:

ORAL COMMUNICATIONS (3 Minutes Maximum):

APPOINTMENTS:

5. **Council Appointments to Economic Development Committee.**

UNFINISHED BUSINESS:

6. **Legal Update and Options for Local Regulation of Drones and Direction Deemed Appropriate by City Council.**

City Attorney Joseph W. Pannone
jpannone@awattorneys.com

Assistant City Attorney Jeff Malawy
jmalawy@awattorneys.com

Recommendation: Council consider the legal update provided by the City Attorney's Office and direct Staff to either:

- a) Prepare an ordinance limiting the times and locations within the City where drones can take off and land;
- b) Do not prepare such an ordinance; or
- c) Provide other direction, as deemed appropriate.

(Public Comment)

7. **Introduction of Ordinance No. 1644(18), Assigning the City Council the Mobilehome Rent Stabilization Board's Responsibilities, as Established by Chapter 5.60.**

City Attorney Joseph W. Pannone
jpannone@awattorneys.com

Assistant City Attorney Jeff Malawy
jmalawy@awattorneys.com

Recommendation: Council introduce for first reading, by title only with further reading waived, Ordinance No. 1644(18), Amending Chapter 5.60 of the Lompoc Municipal Code regarding the Mobilehome Rent Stabilization Board; and provide other direction, as deemed appropriate.

(Public Comment)

NEW BUSINESS:

8. **Hangar and Tie-Down Rental Rate Adjustments at Lompoc Airport; Adoption of Resolution No. 6151(18).**

Aviation/Transportation Administrator Richard Fernbaugh
r_fernbaugh@ci.lompoc.ca.us

Recommendation: Council Receive Staff input, take public testimony; and adopt Resolution No. 6151(18), which sets fees for hangar and tie-down rentals at the Lompoc Airport effective July 1, 2018.

(Public Comment)

9. **Introduction of Ordinance No. 1645(18) Allowing Medical Cannabis Dispensaries and Manufacturing Within the City; and Adoption of Resolution No. 6154(18), Establishing Regulations for Medical Cannabis Dispensaries and Manufacturers and Resolution No. 6155(18) Establishing Fees, Charges and Deposits for Processing, Reviewing and Auditing Applications for those Activities; Receiving and Filing the Application Form for those Activities.**

Interim City Manager Teresa Gallavan
t_gallavan@ci.lompoc.ca.us

City Attorney Joseph W. Pannone
jpannone@awattorneys.com

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

Fire Chief Gerald Kuras
g_kuras@ci.lompoc.ca.us

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

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

Recommendation: Council take the following actions:

- a) Introduce for first reading by title only, with further reading waived, Ordinance No. 1645(18) Amending Chapter 9.36 of the Lompoc Municipal Code regarding medical cannabis dispensaries and manufacturers in the City of Lompoc; and
- b) Adopt Resolutions No. 6154(18) and 6155(18) regarding regulations and fees for medical commercial cannabis dispensaries and manufacturers; and

NEW BUSINESS: (cont'd)

Item No. 9

- c) Receive and file the application form for processing, reviewing and auditing medical commercial cannabis dispensaries and manufacturers use licenses; or
- d) Provide other direction.

(Public Comment)

WRITTEN COMMUNICATIONS:

ORAL COMMUNICATIONS (2 Minutes Maximum):

COUNCIL REQUESTS, COMMENTS, AND MEETING REPORTS:

ADJOURNMENT:

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

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.
Dated this 11th day of January 2018

/Stacey Haddon/

Stacey Haddon, City Clerk

By: Shannon Marrs

Proposed Future City Council Agenda Items
 (Please note these items are tentatively scheduled and subject to change) Dec 20, 2017

<u>Council Mtg. Date/Subject</u>	Department	Agenda Category
Feb 6 - Jt Mtg w/P&R Commission – 5:30pm		
Feb 6		
<i>Park & Pool Maintenance Assessment District Statement 7/1/16-6/30/17</i>	Finance	Consent

Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Discussion of City Policies – Rehab of Assets (2010 RDA Bond Fund Project List) Review of Lompoc Municipal Code – Suggested Revisions/Changes/Updates	Continuous		
Evaluation of Extended Hours at City Hall (Osborne)			Council Request
Review of 17/19 Budget (Starbuck)	3/2018		Council Request
Council Workshop to Review 2030 GenPlan			
Home Buyers Assistance Program		Econ & Comm Dvlp	Council Request
Presentation of Costs Estimates for Multi-Sports Complex on City-owned property (Mayor Lingl)		Administration	Council Request
Estimates of costs on procuring engineering documents for future City projects (Ryon Park Rehabilitation, Construction of New Fire Station and New Police Station) (Mayor Lingl)			Council Request

g:futureagendalist 12-20-17



January 2018 Master Calendar

DATE	ITEM	NOTES
01/01/2018	City Holiday – New Year’s Day	
01/01/2018	* Human Services Commission Meeting - 6:30pm - Cancelled	Lompoc City Hall - Administrative Conference Room - 100 Civic Center Plaza
01/02/2018	City Council Meeting - 6:30pm - Cancelled	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
01/04/2018	* Airport Commission Meeting – 7pm	Lompoc City Hall - Administrative Conference Room - 100 Civic Center Plaza
01/08/2018	* Human Services Commission Meeting – 6:30pm	Lompoc City Hall - Administrative Conference Room - 100 Civic Center Plaza
01/08/2018	* Utility Commission Meeting 6pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
01/09/2018	* Library Commission Meeting 10am	Lompoc Main Library - Grossman Gallery 501 E. North Avenue
01/09/2018	* Parks & Recreation Commission – 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
01/10/2018	* Beautification Commission Meeting 6:30pm	Lompoc City Hall - Administrative Conference Room - 100 Civic Center Plaza
01/10/2018	* Planning Commission Meeting 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
01/16/2017	Joint Meeting with Econ Development Committee and City Council - 5:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
01/16/2018	City Council Meeting - 6:30pm	Lompoc City Hall - Council Chamber - 100 Civic Center Plaza
01/17/2018	* Public Safety Commission Meeting – 6:30pm	Lompoc City Hall - Administrative Conference Room - 100 Civic Center Plaza
01/22/2018	* Youth Commission Meeting – 7pm	Anderson Recreation Center – 125 W. Walnut Avenue, Lompoc

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

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



City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Teresa Gallavan, Interim City Manager

FROM: Richard Fernbaugh, Aviation/Transportation Administrator
r_fernbaugh@ci.lompoc.ca.us

SUBJECT: Approve Lease Agreement Extension for Airport Maintenance Hangar with Larry Curtis

Recommendation:

Staff recommends the City Council approve, and authorize the Interim City Manager to sign, a Second Amendment to the Lease Agreement for the Airport Maintenance Hangar with Larry Curtis, which extends the term of the lease to 2032 in exchange for additional tenant improvements (Attachment 1).

Background/Discussion:

On July 1, 2002, the City of Lompoc (City) entered into a Lease Agreement (Agreement) with Larry Curtis for the large maintenance hangar at the Lompoc Airport (Attachment 2). The term of the Agreement was for ten years with two additional five-year options. The Agreement was amended in 2006 extending the term to June 30, 2022, with the provision Mr. Curtis would replace the roof on the main part of the hangar (Attachment 3). Mr. Curtis is now requesting an extension of the Agreement to June 30, 2032, with the understanding he will make additional improvements to the hangar to include: replacing the roof over the office, work room and electrical areas of the hangar; and replacing the west, north and east hangar wall siding.

Mr. Curtis has been in operation at the airport as an airplane mechanic for over 15 years and also acts as our 24-hour on-site Airport Host. Having a mechanic on site is beneficial to the tenants and the businesses that operate at the Airport.

Fiscal Impact:

The proposed Second Amendment to the Lease Agreement for the Airport Maintenance Hangar has no fiscal impact to the City's General Fund. As an enterprise fund, the Airport is a standalone entity with revenues derived from Airport operations used to pay for Airport expenses. Leases of Airport property (buildings and grounds) are a primary source of revenues for the Airport to sustain operations. As such, extending the existing

lease with a Second Amendment will secure long term revenues for the Airport; providing a positive fiscal impact to the Airport. In addition, the proposed improvements are estimated at approximately \$45,000 if they were completed by contractors hired by the City. Upon the completion of the lease term, the Airport Maintenance Hanger will become the property of the Airport. The current monthly rent for the hangar is \$1,511 with annual inflation adjustments based on the Consumer Price Index plus 1% is not affected by the changes in the proposed Second Amendment for the Airport Maintenance Hangar.

Conclusion:

Staff recommends the City Council approve, and authorize the Interim City Manager to sign, the Second Amendment to extend the Agreement with Mr. Curtis for the airport maintenance hangar to June 30, 2032.

Respectfully submitted,

Richard Fernbaugh, Aviation/Transportation Administrator

APPROVED FOR SUBMITTAL TO THE INTERIM CITY MANAGER:

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

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Teresa Gallavan, Interim City Manager

- Attachments: 1) Second Amendment to Lease Agreement for Hangar Use and Aircraft Storage
2) Lease Agreement for Hangar Use and Aircraft Storage
3) Amendment #1 to Lease Agreement

**SECOND AMENDMENT TO
LEASE AGREEMENT FOR HANGAR USE AND AIRCRAFT STORAGE
LOMPOC AIRPORT**

This Second Amendment to Lease Agreement for Hangar Use and Aircraft Storage (Second Amendment) is entered into by and between Larry M. Curtis (Lessee) and the City of Lompoc, a California municipal corporation (City).

WHEREAS, on July 1, 2002, City and Lessee entered into a Lease Agreement for Hangar Use and Aircraft Storage (Agreement); and

WHEREAS, on May 2, 2006, City and Lessee entered into Amendment #1 to Lease Agreement revising pertinent sections (Amendment #1); and

WHEREAS, the Agreement provides in Paragraph 20 for the modification of its terms only by an instrument in writing, executed by the parties to the Agreement; and

WHEREAS, the Parties wish to make a second amendment to the Agreement to extend its term.

NOW, THEREFORE, the parties hereby agree to amend the Agreement and Amendment #1 as follows:

1. Paragraph 2 of the Agreement is amended to read as follows:
 2. Term. The term of this Lease Agreement shall be for a period of **30** years, commencing on the first day of July, 2002 and terminating at midnight on June 30, **2032**.
2. Paragraph 11 of Amendment #1 shall be amended to add: **Lessee shall replace the roofing of the hangar over the office, work room and electrical room, coat the hangar floor with an epoxy coating, and replace the east, north and west hangar wall siding, in their entirety and in conformance with all ordinances and statutes, no later than June 30, 2022.**
3. Except as expressly stated herein, all terms and conditions of the Agreement and Amendment #1 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed on the dates written below and shall become effective when executed on behalf of all the Parties, but as of the date executed on behalf of City.

CITY OF LOMPOC, a municipal corporation;

LESSEE

Dated: _____

Dated: _____

By: _____
Teresa Gallavan,
Interim City Manager

Larry M. Curtis

ATTEST:

By: _____
Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: _____
Joseph W. Pannone, City Attorney

LEASE AGREEMENT FOR HANGAR USE
AND AIRCRAFT STORAGE
LOMPOC AIRPORT

This Lease Agreement is made by and between the City of Lompoc, a California municipal corporation ("City") and Larry M. Curtis ("Lessee") on July 1, 2002.

RECITALS

WHEREAS, City owns and operates an airport commonly known as the Lompoc Airport, hereinafter referred to as "Airport"; and

WHEREAS, Lessee desires to lease a portion of Airport for the purpose of maintaining an aircraft maintenance and storage hangar; and

WHEREAS, Lessee has read and understands the rules and regulations that apply to the Lompoc Airport;

NOW, THEREFORE, incorporating the foregoing Recitals herein, it is mutually agreed as follows:

1. Premises. City hereby leases to Lessee, and Lessee hereby hires from City, upon the terms and conditions herein set forth, those certain premises located at the Lompoc Airport in the City of Lompoc ("the Premises"), comprising 9,070 square feet, and more particularly identified as outlined on Exhibit A attached hereto and made a part hereof by this reference. All oil, gas and mineral rights are expressly reserved from this Lease Agreement.

2. Term. The term of this Lease Agreement shall be for a period of ten years, commencing on the first day of July, 2002 and terminating at midnight on June 30, 2012.

A. Lessee shall have first right, between January 1, 2012 and May 31, 2012, to negotiate for two additional five year terms and/or any change in conditions.

3. Use of Premises.

A. Lessee shall use the Premises solely for the purpose of the maintenance and storage of aircraft and authorized related commercial and noncommercial activities. Lessee further agrees that any activity, including but not limited to, repair and maintenance of aircraft in the storage area which violates Fire Codes, causes structural or other damage to Airport property including surfaces, or detracts from a clean and orderly appearance of the Airport or storage space is prohibited. Lessee agrees to limit all repair, maintenance, installation or other aeronautical activity service performed on the aircraft to the extent permitted by FAA regulations.

B. In the hangar Lessee shall store and keep airworthy aircraft (those that have a current annual inspection certificate or deemed airworthy by the Aviation/Transportation Administrator) or aircraft undergoing construction or repair (as determined so by the Aviation/Transportation Administrator) and their associated parts.

C. Lessee shall make the hangar available up to 10 days per calendar year for special event use. Special event dates will be set by the Aviation/Transportation Administrator with prior notice given to Lessee at least 30 days prior to the event.

5. Unobstructed Access. City shall ensure a taxiway exists directly in front of Lessee's hangar doorway. Said taxiway shall allow unobstructed access to the north side parallel taxiway.

6. Rent. Lessee agrees to pay to City at 100 Civic Center Plaza, Lompoc, California, as rent for the use and occupancy of the Premises, the amounts as hereinafter provided during the term of this Lease Agreement. Partial months shall be prorated. Rent is due on the first day of each month while this Lease Agreement is in effect.

A. Initial Rent. Monthly rent for and during the first year of the term of this Lease Agreement shall be at the rate of ten and one tenths cents (\$.101) per square foot, \$916.07 and shall commence on the commencement date of the Lease Agreement term, and continuing on the first day of each calendar month thereafter.

B. Rent Adjustments. Annually after the first year, a new monthly rent shall be determined based upon the following adjustment:

(I) For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics for the month of or nearest April 1st of each year.

(II) Effective each July 1st during the term of this lease agreement, the monthly rental shall be increased in accordance with the then current basic index (CPI) as defined in paragraph (I) above, plus one percent (1%).

(III) In the event that the basic index (CPI) decreases to the point of reflecting a negative figure for that year, the rental rate shall not change.

(IV) If the foregoing index is at any time no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

7. Late Charges. Rent payments, and other costs and charges authorized hereunder, not received by City by the tenth day of the month when due are subject to a late penalty, without notice to Lessee, of 1.5 percent (1.5%) per month.

8. Costs of Lease Agreement. Lessee shall promptly pay all costs and expenses, including utilities (Utilities include, but are not limited to, gas, electricity, telephone, water, sewer and refuse collection services). Lessee also agrees to reimburse City for any and all expenses that City incurs in modifying existing utilities for Lessee's benefit relating to possession and use of the Premises. The possessory interest created by this Lease Agreement may be subject to taxation, and Lessee may be subject to the payment of taxes levied on such interest. Lessee acknowledges his actual knowledge of the existence of a possessory interest tax and receipt of this notice of Lessee's potential tax liability. Lessee agrees that he is solely responsible for the timely payment before delinquency of possessory interest taxes and any other tax, levy or assessment upon the Premises, the aircraft, Lessee's personal property, improvements, and fixtures upon the Premises.

9. Aircraft Lien. Lessee consents and agrees that City may levy a lien against Lessee's aircraft, improvements, fixtures, and personal property upon the Premises. Such lien shall exist and continue to secure all unpaid amounts which Lessee owes to City. Such lien shall not relieve Lessee from compliance with this Lease Agreement, including the obligation to pay rent as provided herein. If Lessee does not fully and immediately discharge all unpaid amounts, City is hereby granted and shall have the right to take and recover possession of Lessee's aircraft, improvements, fixtures, and to satisfy City's lien in accordance with California Code of Civil Procedure Sections 1208.61 through 1208.70 and any other applicable common laws or statutory provisions. City may also take and recover possession of personal property stored on the Premises and exercise its lien against the same without notice or other action, and in addition thereto, City shall have and recover all costs and expenses including attorneys' fees in connection with repossession and disposal of the aircraft, improvements, fixtures, and personal property and enforcement of City's lien.

10. Condition of Premises.

A. Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent or patent. Lessee will keep and maintain the Premises, improvements, and fixtures in a clean, safe, and orderly condition at all times. Lessee shall not commit or suffer to be committed any waste upon the Premises, improvements, and fixtures or commit or allow any nuisance or other act which may disturb or interfere with the Airport, its surroundings, the departure and arrival of aircraft, or other aircraft operations and uses. If Lessee shall fail to perform the obligations under this paragraph, after 21 days written notice setting forth such failure, City shall have the right to perform the same and to charge Lessee therefor, and Lessee shall pay the City such costs upon City's demand.

B. Lessee may park passenger vehicles on Lessee's assigned Premises. Conditions may arise when it becomes necessary for City to withdraw, temporarily with prior notice, the privilege of parking motor vehicles on the assigned Premises.

Neither Lessee nor any other person shall park or keep any motor home, trailer, boat, or other recreational vehicle or inoperable automobile on the assigned Premises without City's advance written consent.

C. If Lessee desires to use the services of another person in connection with any aircraft work or repair other than at established repair facilities at the Airport, City may require such persons to provide their names, addresses, evidence of adequate liability insurance, payment of any required business fees, and proof of City business license; and, lacking such information, such persons may be refused permission to conduct the work or ordered to stop work. This shall not limit an aircraft owner's or pilot's right to work on his or her own aircraft as permitted by the Federal Aviation Regulations in areas of the Airport so designated by City.

D. Lessee shall not use, keep, store or place in or on the Premises any petroleum products or any materials that are in any way hazardous, toxic, radioactive or explosive, except those which are necessary and appropriate to accomplish the purpose of this Lease Agreement. All such materials shall be used, stored, handled, dispensed and disposed of as required by applicable governmental regulations and laws. Any spills of such materials by Lessee anywhere on the Airport shall be immediately reported to the Aviation/Transportation Administrator and cleaned up by Lessee, at Lessee's sole expense, in accordance with standards of the industry and applicable governmental regulations and laws.

E. Lessee shall not construct or place signs, awnings, marquees, advertising, or promotional structures upon the Premises or Airport. If Lessee fails to remove any such signs, displays, advertisements or decorations within twenty-four (24) hours after written notice from City, then City may remove them at Lessee's sole expense.

F. Lessee hereby agrees that Lessee will not permit or suffer any liens of any kind to be filed against the Premises as a result of any obligation, malfeasance, negligence, or omission of Lessee, and that Lessee shall diligently take all necessary and proper steps to remove and discharge any liens which are filed.

11. Alterations. Lessee shall not alter the Premises without City's prior written consent except as herein set forth. Should City so consent, alterations shall be made at the sole cost and expense of Lessee.

12. Insurance. Lessee shall not occupy the Premises or operate any aircraft before obtaining the insurance specified below. Insurance amounts may be adjusted annually by the City Administrator.

A. Bodily Injury and Property Damage. During the term of this Lease Agreement and any extension thereof, Lessee shall continuously maintain an insurance policy providing for liability insurance in amounts of not less than \$1,000,000 per occurrence for death and personal injury.

B. Aircraft Liability. For each licensed aircraft, Lessee shall maintain during the life of this Lease Agreement, at his sole expense, at least the following insurance coverage: bodily injury, including passengers, \$1,000,000 each person; \$1,000,000 property damage; and \$1,000,000 each occurrence.

C. Hangar keepers Liability. If Lessee provides service such as hangaring and tie-down of aircraft and receives remuneration for such, then Lessee shall carry Hangar keepers Liability of at least \$300,000 for any one aircraft and \$500,000 for any one occurrence.

D. Personal Property. Lessee understands and agrees that it is Lessee's sole responsibility to obtain insurance covering Lessee's aircraft and other personal property which is located on the Premises. Notwithstanding any provision to the contrary, Lessee specifically waives any claim against City for theft, loss, or damage of any kind or from any source whatever that may occur to Lessee's aircraft or personal property located on the Premises, at the Airport, and in its vicinity.

E. Fire and Extended Coverage Insurance. Throughout the term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured, for the mutual benefit of City and Lessee, all improvements located on or appurtenant to the Premises, whether constructed at the time of signing this Lease Agreement or not, against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use of structures, including vandalism and malicious mischief. The amount of the insurance shall be sufficient to prevent either Lessee or City from becoming a co-insurer under the provisions of the policies, but in no event shall the amount be less than eighty percent (80%) of the actual replacement cost, excluding the cost of replacing excavations and foundations, but without deduction for depreciation (herein called full insurable value). In the event payment are made for repairs, payments of proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on architect's certificates until the work is completed and accepted. Any insurance proceeds remaining after complying with the provisions of this Lease Agreement relating to maintenance, repair, and reconstruction of improvements shall be the Lessee's sole property.

F. Documentation. Lessee shall present to City a certificate evidencing the required coverage, naming the City of Lompoc as additional insured. All insurance required by express provisions of this Lease Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of City that might otherwise result in failure of the insurance, (2) insurer waives the right of subrogation against City and against City's agents and representatives, (3) the policies are primary and non-contributing with any insurance that may be carried by City, and (4) the policies cannot be canceled or materially changed except after thirty (30) days notice by the insurer to City. Lessee shall furnish City with copies of all such policies upon their receipt.

13. Release and Indemnification. Lessee hereby agrees to indemnify City against and save City harmless from all costs and expenses, including attorney's fees, and all liability, claims and demands of Lessee and others for loss of or damage to property or bodily injury or death which may arise directly or indirectly from this Lease Agreement.

14. Right of Entry. Lessee shall permit City's authorized agents the right and privilege, at all times, of entering the Premises for the purposes of inspection, performing necessary improvements, determining whether the terms of this Lease Agreement are being kept and performed, and posting notices of nonresponsibility.

15. Default or Breach. Should Lessee (a) fail to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Lessee at all times and in the manner herein provided; or (b) default in the payment of any installment of rent or any other sum when due and provided; or (c) fail to commence or to complete the construction, repair, restoration, or replacement of the hangar and any other improvements in and about the Premises within the times and in the manners herein provided; or (d) fails to use, maintain, and operate the Premises as herein required, or abandon the property; or (e) default in the performance of or breach of any other covenant, condition, or restriction of this Lease Agreement herein provided to be kept or performed by Lessee; the City shall give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Lease Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the City may, at its option, terminate this Lease Agreement, and, in addition to all of the remedies, the City may re-enter and re-lease the Premises, and all improvements shall become the sole property of City. Upon

termination, all subleases, at the option of City, shall terminate. Such termination shall not waive any remedy available to either party because of such default or breach. Each term and condition of this Lease Agreement shall be deemed to be both a covenant and a condition. Upon default or breach by Lessee, City may, in addition to all other remedies available in law or equity, recover all damages proximately resulting from the breach or default, including, but not limited to, the cost of recovering the Premises, attorneys' fees, and the total balance of lease payments due under this Lease Agreement for the remainder of the Lease Agreement term, which sum shall be immediately due City from Lessee.

Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for the benefit of creditors, Lessee's insolvency, and Lessee's taking or suffering action under the Bankruptcy Act are breaches of this Lease Agreement. Upon any such event, City shall have the option to terminate this Lease Agreement or to require that Lessee provide additional security by means of a cash security deposit, advance rental payments, or such other action as City deems prudent to protect the Premises and the public fisc.

16. Surrender of Premises. Upon expiration of the term of this Lease Agreement, all buildings, structures, facilities, improvements or alterations thereto constructed by Lessee shall become part of the land upon which they are erected, and title thereto shall, upon termination, automatically vest in City. Lessee shall leave the surrendered Premises and any other property in a well maintained manner. All improvements shall be surrendered in good and clean condition.

Notwithstanding the foregoing, all uncompleted or partially or totally destroyed improvements shall, at City's option, be removed prior to surrender of the Premises, and the site of such improvements shall be returned to the same condition as prior to the execution of the Lease Agreement.

17. Assignment/Subletting. Lessee may not sublet any portion of the Premises, without the prior written permission of the City's Aviation/Transportation Administrator. Permission to sublet may include changes to this agreement. Any assignment or subletting in violation of this Lease Agreement shall be void. Lessee agrees that failure to maintain the required insurance, or to cause the breach of any clause in this Lease Agreement, or to fail to abide by any Airport rule or regulation, shall be deemed a material breach of this Lease Agreement.

18. Destruction of Premises. If the Premises are damaged or destroyed by fire, earthquake or other act of God or any other causes so as to render them unfit for occupancy, except as caused by Lessee, Lessee may terminate this Lease Agreement at his option;

but should Lessee elect to reconstruct said Premises it shall do so within three (3) months from the date of destruction.

19. Security. City does not warrant the security of Lessee's property at the Airport, including but not limited to aircraft, fuels, tools, vehicles and related ground equipment.

20. Sole Agreement; Amendments. This Lease Agreement constitutes the sole and final agreement between City and Lessee respecting the lease of the Premises. No prior agreement or understanding pertaining to lease of the Premises is effective. This Lease Agreement may be modified only by a writing signed by the parties.

21. Binding on Successors. This Lease Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, trustees, successors, and assigns of the parties.

22. Waiver. City's waiver of breach of any provision of this Lease Agreement shall not be treated as a continuing waiver of such provision or as a waiver of any future breach of the same or other provision of the Lease Agreement. City's acceptance of rent shall not be treated as a waiver of Lessee's previous breach of any provision of this Agreement. No custom or practice which may arise or develop between the parties in the course of the term of this Lease Agreement shall be construed to waive or diminish City's right to insist upon Lessee's performance of all terms, covenants, and conditions hereof, or to pursue any rights and remedies City may have if Lessee defaults in performance of this Lease Agreement.

23. General. If any term or provision of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease Agreement and any other application of its terms or provisions shall not be affected thereby. The captions of this Lease Agreement are for the convenience of reference only and shall not define or limit any of the Lease Agreement's terms and provisions. The relationship created by this Lease Agreement is one of landlord-tenant. This Lease Agreement is not intended to create a joint venture or any relationship other than landlord-tenant.

Lessee's use of the Premises shall at all times fully comply with this Lease Agreement, Lompoc City Code Chapter 3, all applicable federal, state and local laws and regulations, and all signs and lawful instructions of Airport staff. In utilizing the Premises, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, sex, religion or national origin. Lessee is subject to the provisions of Part 15 of the Federal Aviation Regulations and any amendments thereto which are incorporated herein by this reference. Lessee acknowledges

that he has read the Lompoc Airport Ordinance and agrees to abide by all of the Airport rules and regulations.

This Lease Agreement shall not be deemed to grant the exclusive right of any Airport use forbidden by Section 308 of the Federal Aviation Act of 1958, any other federal statute or regulation, or state or local law or other directive.

24. Notices. Any notice required by law or pursuant to this Lease Agreement shall be deemed to be fully given when written and dispatched by registered mail, return receipt requested, postage prepaid, to the parties at the addresses below. Notices shall be deemed served on the date of postmark.

CITY OF LOMPOC

LESSEE

Att.: Aviation/Transportation
100 Civic Center Plaza
P.O. Box 8001
Lompoc, CA 93438-8001

Larry M. Curtis
3538 Via Lato
Lompoc, CA 93436

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

APPROVED AS TO FORM:

CITY OF LOMPOC

*Matthew W. Granger for
Sharon Stuart*

By *L. Curtis*

Sharon Stuart
City Attorney

Title 6-17-02

LESSEE:

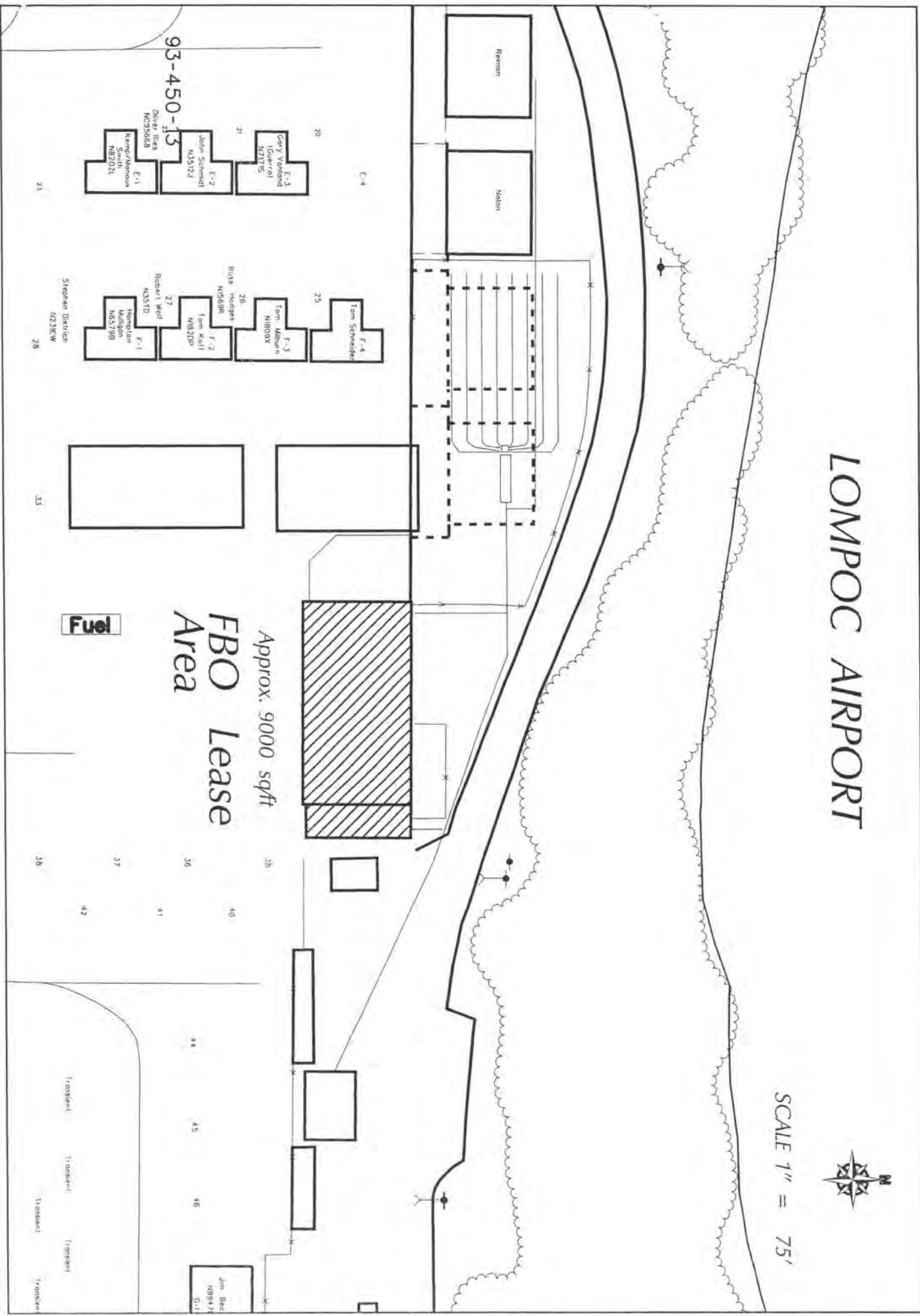
L M Curtis

Larry M. Curtis

LOMPOC AIRPORT



SCALE 1" = 75'



**AMENDMENT #1 TO
LEASE AGREEMENT**

This First Amendment to Lease Agreement (hereinafter referred to as the Amendment #1) is entered into this second day of May 2006, by and between the CITY OF LOMPOC, a California municipal corporation (hereinafter referred to as the "City"), and Larry Curtis, (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, the City and the Lessee entered into a Lease Agreement on July 1, 2002 for the large maintenance hangar at Lompoc Airport and,

WHEREAS, the Lessee has requested to extend his term through June 30, 2022.

NOW, THEREFORE, the parties to this Amendment #1 in consideration for modifying the terms and conditions of the Lease Agreement and for other valuable consideration set forth herein hereby mutually agree as follows:

AGREEMENT

1. The second recital shall be changed to add: "...for the purpose of **aircraft sales and** maintaining an aircraft maintenance and storage hangar;" and
2. Paragraph 2 of the Lease Agreement for the premises shall be amended to extend the term of the Lease Agreement to midnight June 30, 2022. Paragraph 2.A of the Lease

Agreement shall be deleted in its entirety.

3. Paragraph 3.A, shall be changed to add “ ...purpose of **aircraft sales**, maintenance and storage...”
4. Paragraph 11 shall be changed to add; **Lessee shall replace the roofing of the hangar, in its entirety and in conformance with all ordinances and statutes no later than July 1, 2007.**

All other terms and conditions of the Lease Agreement shall remain the same and in full force and effect.

Dated this 9th Day of May 2006.

CITY OF LOMPOC, a California
Municipal Corporation

By: 

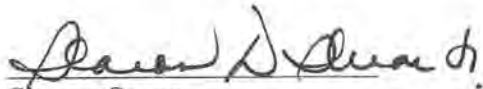
Dick DeWees
Mayor

Larry Curtis

By: 

LESSEE

APPROVED AS TO FORM:



Sharon Stuart
City Attorney



City Council Agenda Item

City Council Meeting Date: January 16th, 2018

TO: Teresa Gallavan, Interim City Manager

FROM: Tikan Singh P.E., Electrical Utility Manager
t_singh@ci.lompoc.ca.us

SUBJECT: Adoption of Resolution No. 6157(18) Attestation of the Power Source Disclosure Report

Recommendation:

Staff recommends the City Council adopt Resolution No. 6157(18) (Attachment 1) to attest the veracity of the Power Source Disclosure (PSD) 2016 report (Attachment 2).

Background:

The California Energy Commissions (CEC) regulations require any electric utility, including municipal utilities, making any claim regarding its energy sources for marketing or communication purposes to provide a Power Source Disclosure (PSD) report. The purpose of the PSD report is to address deregulation concerns about protecting consumers from misleading and fraudulent promotional efforts.

Since 2001, the information contained in the PSD report includes the City of Lompoc's (City) operating data for City-owned power plants and generation plants operated by the Northern California Power Agency (NCPA). The 2016 PSD report contains specific energy resources from which the City obtained the required energy resources to meet the 2016 energy demand. The information was compiled with data from NCPA, Renewable Energy Credits (RECs) and energy invoices. When a specific generation source cannot be determined, the guidelines require such resources be bundled under "unspecified power."

The City's 2016 resource mix consists of 26% renewable resources, 12% large hydroelectric, 8% natural gas and 54% unspecified power.

Discussion:

The City has completed its evaluation of the energy resources used to serve its retail customers for 2016 under the CEC guidelines. Since its inception, the reporting has been

considered an operational report and attestation of its veracity was performed by the Manager/Superintendent of Public Owned Utilities (POU).

In 2017, the regulation for the PSD reporting was updated and the changes were effective retroactively to October 2016. The changes included a provision that requires utilities to engage a third-party certified public accountant (CPA) to perform an audit to verify the specific purchases, resales, and self-consumption of energy by fuel type. The regulation includes an exemption from the audit requirement for publically owned electric utilities, "if the governing board of directors approves at a public meeting the submission to the Energy Commission of an attestation of the veracity of the annual report." The Electric Division filed the annual PSD report to the CEC in May 2017 when it was due. The Attestation form was completed and signed by the Electrical Utility Manager. The Power Content Label (PCL) was displayed on our website and the City Hall bulletin board in October 2017, in accordance with the regulation.

Resolution No. 6157(18) approves the annual PSD Report submission and provides the attestation to the veracity of the report as required for exemption from the third party audit.

Fiscal Impact:

The annual report submission has minimal fiscal impact to the City. Costs associated with this report utilized staff resources of the City's Electric Division only and compiled with data provided from NCPA and RECs. No General Fund resources are used to comply with this unfunded State mandate.

Conclusion:

The PSD report has been compiled in a joint effort between the Electric Division and NCPA and has been deemed accurate by both parties.

Respectfully submitted,

Tikan Singh P.E., Electrical Utility Manager

APPROVED FOR SUBMITTAL TO THE INTERIM CITY MANAGER:

Larry Bean P.E., Utilities Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Teresa Gallavan, Interim City Manager

Attachments: 1) Resolution No. 6157(18)
2) Proposed Annual Report to the California Energy Commission

RESOLUTION NO. 6157(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Attestation of the Power Source Disclosure Report**

WHEREAS, Senate Bill 1305 was adopted in 1997, establishing a Power Source Disclosure Program that requires retail suppliers of electricity to submit annual Power Source Disclosure reports to the California Energy Commission, and

WHEREAS, the City of Lompoc (City), pursuant the Public Utilities Code (PUC) subdivision 1391(r) is considered a "Retail Supplier;" and

WHEREAS, the Power Source Disclosure Regulation was updated effective October 31, 2016, requiring an annual audit by an outside certified public accountant of the information in the annual Power Source Disclosure Report, and

WHEREAS, pursuant to PUC subdivision 1394(b)(2), a publically owned utility (POU) is exempt from the annual audit requirement if the governing board of the POU attests, in a public meeting, to the veracity of the annual Power Source Disclosure report; and

WHEREAS, the 2016 Power Source Disclosure report has been completed by the City in conjunction with the Northern California Power Agency (NCPA).

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

SECTION 1. The City Council;

- a. adopted this Resolution at a public City Council meeting held on January 16, 2018,
- b. hereby attests to the veracity of the 2016 Annual Power Source Disclosure Report, and
- c. authorizes the City's Utilities Director, or his designee, to submit that report when and where, as necessary.

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

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on January 16, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

**PROPOSED ANNUAL REPORT TO THE
CALIFORNIA
ENERGY COMMISSION:
Power Source Disclosure Program
For Year ending: 12/31/2016**

GENERAL INSTRUCTIONS

Company Name
City of Lompoc

Fill out the schedules that apply to your company's filing requirements. Please print, sign the attestation, scan and e-mail or mail the attestation to the address shown below.

California Energy Commission
1516 9th St. MS-45
Sacramento, CA 95814
e-mail: <kevin.chou@energy.ca.gov>

If you have questions, contact Kevin Chou at (916) 653-1628 or <kevin.chou@energy.ca.gov>.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information you submit to be held in confidence, it will be necessary to submit an application for confidentiality.

INTRODUCTION

Each worksheet, with the exception of the "Attestation," is identified by a schedule number and a title that describes the information needed for that sheet. The program participants are only required to submit those schedules that are relevant to them as identified below.

The following schedules are required for retail suppliers:

Schedule #	Schedule Name
1	Power Procurements and Resales
2	Annual Power Content Label Calculation
N/A	Attestation

The following schedules are required for power pools that facilitated claims of specific purchases:

Schedule #	Schedule Name
3	Power Sold Into Pool
4	Power Purchased Out of Pool
N/A	Attestation

INSTRUCTIONS

Schedule 1: Power Procurements and Resales (for Retail Suppliers)

This worksheet is provided for entering information about all power purchases that were used to support one electric service product covered in this filing. If a retail supplier offers multiple electric service products, it must submit additional reports for each additional product. Insert additional rows as needed. At the bottom of the sheet, provide the annual sales to retail consumers.

Specific Purchases: A Specific purchase refers to procured electricity that is traceable to a specific generating facility. If the power was purchased from a power pool, it is sufficient to indicate the name of the pool in lieu of the generating facility name so long as the pool will also file an Annual Report with the Energy Commission. If a purchase was for unbundled RECs, include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the resource type of the generating facility from which the unbundled REC was derived. Electricity from RPS-eligible facilities that has been stripped of its RECs should be categorized as "unspecified power." For purchases of bundled electricity, wholesale sales of the electricity, but not the RECs, should classify these resales as "unspecified sources of power." For specific purchases, include the following information for each line item:

- Facility Name - This can be any name you use to identify the facility. For unbundled RECs, please include the term "REC Only" in parentheses after the facility name .
- Unit Number- Provide the unit number if a facility has multiple generators that have been assigned unique identification numbers.
- Resource Type - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.
- Location - Provide the state or province in which the facility is located.
- Identification Numbers - Provide at least one identification number from either WREGIS, the Energy Information Agency (EIA ID), or the Federal Energy Regulatory Commission (FERC QF ID). If a purchase cannot be traced to a specific facility and therefore cannot provide a specific identification number, it must be categorized as an Unspecified Source of Power (see instructions below).
- Gross Kilowatt Hours Procured - Provide the quantity of electricity procured in MWh (thousands of kWhs), from the generating facility.
- Kilowatt Hours Resold or Consumed - Provide the quantity of generation resold at wholesale or self-consumed.
- Net Kilowatt Hours Procured - Provide the quantity generation procured minus resold and consumed electricity.

Unspecified Sources of Power: This refers to any purchase not traceable to specific generation sources by any auditable contract trail or equivalent, such as a tradeable commodity system (e.g., power purchased from the wholesale market such that the generating facility cannot be identified), or to null power purchases from a transaction that expressly transferred energy only and not the RECs associated from an RPS-eligible facility. For these purchases, if the seller's name is unknown, please indicate "Unspecified Power" as the Facility Name in Schedule 1. For unspecified sources of power, include the following information for each line item:

- Facility Name - For this column, provide the seller of electricity or the balancing authority market from which the electricity was purchased.
- Gross Kilowatt Hours Procured
- Kilowatt Hours Resold or Consumed
- Net Kilowatt Hours Procured

Schedule 2: Power Content Label Calculator (for Retail Suppliers)

This schedule is an automated worksheet that uses the information from Schedule 1 to calculate the power content, or resource mix, for each electric service product recorded. The percentages column contains a formula that will proportionally reduce each non-renewable category in order to reconcile any discrepancies between total net purchases and total retail sales (these discrepancies generally arise due to the reporting of unbundled REC purchases). The percentages calculated on this worksheet should be used for your Power Content Label, which is due October 1 and can be found at:

<http://www.energy.ca.gov/pcl/>

Attestation (for Retail Suppliers)

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold "once and only once to retail consumers." For the electronic copy of this filing, simply fill out the information (insert your cursor over the blanks), then print, sign, and scan the document. This attestation must be included in the package that is transmitted to the Energy Commission.

Schedule 3: Power Sold Into Pool (for Power Pools/Registered Renewable Wholesalers)

This worksheet is provided for entering information about all power sold into the power pool.

Specific Purchases: The first table on Schedule 3 is for entering detailed information about all power sold into the pool, including the name, fuel type, and identification number(s) of the generating facility, and total kilowatt-hours sold.

Unspecified Purchases: A separate table at the bottom of this page is provided for information about total unspecified purchases, which for purposes of the Annual Report to the Energy Commission refers to any purchase not traceable to specific generation sources by any auditable contract trail or equivalent, such as a tradeable commodity system (e.g., power purchased from the wholesale market such that the generating facility cannot be identified).

Schedule 4: Power Purchased from Pool (for Power Pools/Registered Renewable Wholesalers)

This schedule is for entering details about purchases out of the pool, including the name of the purchaser and the kilowatt-hours of power purchased by fuel type.

Attestation (for Power Pools/Registered Renewable Wholesalers)

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold "once and only once to retail consumers." For the electronic copy of this filing, simply fill out the information (insert your cursor over the blanks), then print, sign, and scan the document. This attestation must be included in the package that is transmitted to the Energy Commission.

**PROPOSED ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power
June 2017**

for the year ending December 31, 2016

**SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION
Applicable to: Load Serving Entities**

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. The remainder of this schedule will be automatically populated with net generic purchase and total retail sales information from Schedule 1. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. The pro-rata calculations will then be divided by total retail sales to calculate fuel mix percentages.

	Net Purchases (MWh)	Percent of Total Retail Sales (MWh)
Specific Purchases		
Renewable	31,215	26%
Biomass & Biowaste	-	0.0%
Geothermal	30,619	25.8%
Eligible hydroelectric	463	0.4%
Solar	133	0.1%
Wind	-	0.0%
Coal	-	0%
Large hydroelectric	16,176	12%
Natural Gas	11,163	8%
Nuclear	-	0%
Other	-	0%
Total Specific Purchases	58,554	46%
Unspecified Power (MWh)	73,561	54%
Total	132,115	100%
Total Retail Sales (MWh)	118,608	

COMMENTS:

PROPOSED ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
Power Source Disclosure Program
June 2017
for the year ending December 31, 2016
ATTESTATION FORM
Applicable to: All participants in the Power Source Disclosure Program

I, Tikan Singh, Electric Utility Manager, declare under penalty of perjury, that the statements contained in Schedules PSDP1 and PSDP2 are true and correct and that I, as an authorized agent of City of Lompoc, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.

Signed: Tikan Singh
Dated: 5/31/17

Executed at: Lompoc, CA

CONTACT INFORMATION	
Name	Tikan Singh
Title	Electric Utility Manager
Company Name	City of Lompoc
Address	100 Civic Center Plaza
City, State, Zip	Lompoc, CA, 93436
Phone	(805) 875-8296
Fax	(805) 875-8396
E-mail	t_singh@ci.lompoc.ca.us



City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Honorable Mayor and Members of the City Council

FROM: Teresa Gallavan, Interim City Manager
T_gallavan@ci.lompoc.ca.us

SUBJECT: Partner with Community Action Commission of Santa Barbara County on the California Violence Intervention and Prevention Grant

Recommendation:

Staff recommends the City Council approve the partnership with the Community Action Commission of Santa Barbara County (CAC) to apply for the California Violence Intervention and Prevention Grant (Cal-VIP Grant).

Background:

CAC hopes to partner with the City of Lompoc (City) to bring \$500,000 in State funds to Lompoc to support female youth at-risk for violence or involvement in the juvenile justice system. By partnering, CAC is better positioned to be awarded a grant under this highly competitive program. CAC has been awarded five grants from the granting agency, the Board of State and Community Corrections (BSCC) in the past, one of which funded Youth Corps in Lompoc. The City, coordinated through the Police Department, partnered with CAC on the Youth Corps grant.

Discussion:

Locally the number of adolescent males on probation is declining while the number of female parolees remains the same. Several local convening bodies such as the Juvenile Justice Coordinating Council, Racial and Ethnic Disparities, and the South Coast Task Force on Youth Safety have indicated the need for female specific services. Given CAC's expertise in working with diverse populations of youth in at-risk situations, and the local identified need, CAC desires to provide services in the City and adjacent areas as generally defined by the 93436 zip code. Grant details and partner responsibilities are outlined in the attached overview provided by CAC.

City departments that would be involved in supporting this grant include the Police Department and Parks Division. The Management Services Department will provide

accounting and reporting support for the grant. They have all indicated their ability to support this grant in the manner outlined in the attached overview.

Fiscal Impact:

The City will receive 3% of grant funds annually (\$7,500), as the pass-through entity, to reimburse the City for administrative costs. As the grant term begins in May 2018 and concludes on April 30, 2020, the City will realize additional revenues to offset existing expenses as follows:

Fiscal Year 2017-18 – 2 months	\$1,250.00
Fiscal Year 2018-19 – 12 months	7,500.00
Fiscal Year 2019-20 – 10 months	6,250.00

The City will also provide some in-kind support as part of the required match for the grant funding. The in-kind support may include space, services, mentors, assistance with other aspects of community learning projects, as well as representation on the biannual stakeholders meeting.

Conclusion:

If the City Council approves the partnership, then CAC may have a greater chance of obtaining the grant that will provide valuable services to young women in our community.

Respectfully submitted,

Teresa Gallavan, Interim City Manager

Attachment: Cal VIP Partnership Request from CAC



CALVIP PARTNERSHIP REQUEST
LOS COMADRES YOUTH LEADERSHIP PROJECT

Overview: The Community Action Commission of Santa Barbara County hopes to partner with the City of Lompoc to bring \$500,000 in State funds to Lompoc to support female youth at risk for violence or involvement in the juvenile justice system. By partnering, we are better positioned to be awarded a grant under this highly competitive program. CAC has been awarded five grants from the granting agency, the Board of State and Community Corrections (BSCC) in the past, one of which funded Youth Corps in Lompoc. Under this partnership, CAC would write the grant, manage staffing, subcontractors and payroll, deliver the program, coordinate evaluation, prepare invoices and write grant reports. The City would submit the grant as lead agency, receive 3% of the grant funds as the pass through entity, provide in kind support and forward CAC prepared invoices to the State. Below is an outline of the project and detail on the proposed roles and responsibilities of each entity.

Grant Details: The California Violence Intervention and Prevention Grant (Cal VIP) is awarded by the BSCC. Grant proposals are due on January 22, 2018. The grant for the two year period of May 1, 2018- April 30, 2020. The amount requested would be \$500,000 or \$250,000 annually for the two year grant period.

Project Abstract: Locally the number of adolescent males on probation is declining while the number of female parolees remains the same. Several local convening bodies such as the Juvenile Justice Coordinating Council, Racial and Ethnic Disparities, and the South Coast Task Force on Youth Safety have indicated the need for female specific services. Given CAC's expertise in working with diverse populations of youth in at risk situations, and the local identified need, we seek to achieve the following goals:

- Provide females age 14-19 awareness and skills to identify and protect against past, current or future violence.
- Offer insight into behaviors as it relates to engaging in violence and/or associated antisocial reactions. Provide information and education to alternative behaviors.
- Create opportunities for youth to make a positive impact on their community.
- Provide tools to improve criminal justice outcomes.
- Build the resilience of youth and parents to decrease violence.

The target population is female's age 14-19 who may be at risk for violence or involvement with the juvenile justice system. This includes girls: in foster care, with family members and siblings involved in the justice system, residing in a neighborhood with high crime, experiencing poverty, expecting or parenting, gang involved, in the juvenile justice system or reentering from Juvenile Hall detention, that are victims of commercial sexual exploitation (trafficking), from a home with domestic violence, struggling, dropped out or have been kicked out of school, and with a family referred or involved with the Child Welfare system. The program would serve youth in the City of Lompoc and adjacent areas as generally defined by the 93436 zip code.



Project services would be delivered in a cultural proficient manner with an emphasis on trauma informed care. Services would include:

- *Needs targeted mentoring* - Professionally trained positive and caring adult providing support and connection to services through needs assessment and follow up information and education.
- *Evidenced based/researched curriculum* - Xinachtli (Planting Seeds) to provide a foundation of self-development and cultural awareness. This is a youth leadership development program that supports and guides young women through their female “rites of passage” process while focusing on the prevention of substance abuse, teen pregnancy, relationship violence, gang violence and school failure.
- *Resiliency Through Art*- classes will be provided by North County Rape Crisis & Child Protection Center to offer another resource to process trauma and serve as a health outlet and constructive use of time.
- *Community learning project* - Identified by the youth around community safety and/or awareness to occur at the conclusion of each cohort of participants (6 total).
- *Personal safety course* - To learn self-defense tools and techniques, conducted in partnership with the Lompoc Police Department. (Overtime cost for City staff will be covered with grant funds.)
- *Parent information & education classes* - Topics would include: identifying gang behavior, social media and internet safety, mental health awareness, drug and alcohol awareness, talking to your child/youth about sex and sexuality, accessing college (FSFA) and using community resources such as 2-1-1 health and human services helpline. This effort will be supported by Family Service Agency who will be co-facilitating the parent groups.

Project evaluation will be conducted by Dr. Jill Sharkey of University California Santa Barbara. The evaluation will be presented to the City upon the conclusion of the grant.

(The project model is still in development so some components may be modified.)

Proposed City and CAC Roles and Responsibilities

Community Action Commission:

- Write the grant
- Hire, train staff, manage payroll and run the program
- Oversee subcontractors and manage related contracts
- Coordinate project evaluation
- Convene stakeholders
- Package invoices/track in kind support
- Write grant reports

City of Lompoc:

- Receive 3% of grant funds annually as the pass through entity
- Submit the grant to the Board State and Community Corrections as the lead
- Review the grant prior to submittal to ensure they are comfortable with it as written
- Provide in kind (funds or in kind space/services/mentors/assistance the with community learning project)
- Forward the invoices provided by CAC to the State upon review
- Send a city representative to the quarterly or biannual stakeholders meeting



City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Teresa Gallavan, Interim City Manager

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

SUBJECT: Adoption of Resolution No. 6153(18) Amending and Restating the Master Pay Schedule as Required by California Public Employees' Retirement System

Recommendation:

Staff recommends the City Council adopt Resolution No. 6153(18) (attached) amending and restating the previously adopted Master Pay Schedule for all represented and unrepresented employee classifications of the City of Lompoc (City) covered by a City adopted compensation plan or City Council approved labor memorandum of understanding (MOU).

Background:

California Public Employees' Retirement System (CalPERS), pursuant to their interpretation of 2 California Code of Regulations (CCR) 570.5, recommends all CalPERS employers maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- 1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- 2) Identifies the position title for every employee position;
- 3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- 4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

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Resolution No. 6153(18) Amending and Restating the City's Master Pay Schedule

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- 5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- 6) Indicates an effective date and date of any revisions;
- 7) Is retained by the employer and available for public inspection for not less than five years; and
- 8) Does not reference another document in lieu of disclosing the pay rate.

On May 16, 2017, the City Council adopted Resolution No. 6118(17) and previously the City Council adopted Resolution No. 6096(17) on February 21, 2017, in order to meet the CalPERS requirement.

CalPERS has indicated it may revisit its interpretation of the 2 CCR 570.5; however, no documented change to its interpretation has been published. In light of the minimal effort to bring the City's various payroll schedules into a single schedule for approval by the City Council, staff intends to continue to produce a single schedule going forward for both CalPERS and City purposes at the time any individual classification's salary schedule is revised.

Discussion:

With the adoption of Resolution No. 6140(17) on October 3, 2017, approving the MOU with the Lompoc Police Officers' Association (LPOA) and amending that Compensation Plan, the City's Master Pay Schedule is now being amended and restated to reflect the changes to the LPOA represented employee pay schedules.

Fiscal Impact:

The affirmation of previously approved separate pay schedules as a single Master Pay Schedule has no fiscal impact to the City for preparation or distribution. The potential fiscal impact for retiring employees is potentially significant if Resolution No. 6153(18) is not adopted, because CalPERS has indicated it is unwilling to recognize improperly adopted pay schedules and, thereby, exclude "compensation earnable" for those affected employees pursuant to Government Code sections 20630, 20636, and 20636.1. By continuing to adopt updated comprehensive Master Pay Schedule meeting the requirements of 2 CCR 570.5, the City minimizes the possibility CalPERS may, incorrectly, reduce the pension for any individual former employee due to the lack of publication of a City Council approved single master pay schedule.

January 16, 2018

Resolution No. 6153(18) Amending and Restating the City's Master Pay Schedule

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Conclusion:

Adoption of an amended and restated Master Pay Schedule meeting all of the 2 CCR 570.5 requirements as interpreted by CalPERS will continue to ensure the City remains in compliance with CalPERS regulations.

Respectfully submitted,

Gabriel Garcia, Human Resources Manager

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Teresa Gallavan, Interim City Manager

Attachment: Resolution No. 6153(18)

RESOLUTION NO. 6153(18)

A Resolution of the City Council of the City of Lompoc, County of Santa Barbara, State of California, Listing all Employee Compensation Levels on One Publicly Available Master Pay Schedule Approved and Adopted by the City Council in Conformance with California Code of Regulations section 570.5

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- 1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- 2) Identifies the position title for every employee position;
- 3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- 4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- 5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- 6) Indicates an effective date and date of any revisions;
- 7) Is retained by the employer and available for public inspection for not less than five years; and
- 8) Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City of Lompoc (City) now desires to amend and restate the previously approved and adopted compensation levels for all bargaining groups and all compensation plans of the City in one publicly available master pay schedule in conformance with California Code of Regulations section 570.5.

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

SECTION 1. The City Council hereby rescinds Resolution No. 6118(17) and the previously approved Master Pay Schedule attached thereto, and adopts and approves the Master Pay Schedule attached hereto as Exhibit A.

SECTION 2. The City Council affirms the single Master Pay Schedule attached hereto as Exhibit A meets all of the requirements of California Code of Regulations section 570.5, including but not limited to directing staff to post it at the City and make available for public review during normal business hours and/or post on the City’s internet website and be retained by the City and available for public inspection for not less than five years.

SECTION 3. Effective Date. This Resolution is effective upon its adoption. The effective date of the pay ranges for each title and job category identified in the Pay Schedule is indicated in the Master Pay Schedule attached hereto as Exhibit A.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on January 16, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

Exhibit A: Master Pay Schedule

City of Lompoc

Pay Schedule - January 6, 2018

Exhibit A

Job Code and Title	Effective		STEP-A	STEP-B	STEP-C	STEP-D	STEP-E	STEP-F
	Date	Unit						
005-Account Clerk	Dec-24-2016	3	2,599.8765	2,723.6204	2,853.5514	2,989.9790	3,133.2279	3,283.6393
010-Accountant	Mar-04-2017	5	4,925.2221	5,165.2332	5,417.2449	5,681.8571	5,959.7000	-
013-Accounting & Revenue Manager	Mar-04-2017	5	7,203.7346	7,557.6713	7,929.3049	8,319.5201	8,729.2461	-
015-Accounting Supervisor	Mar-04-2017	5	6,023.9454	6,318.8927	6,628.5873	6,953.7667	7,295.2050	-
021-Accounting Technician I	Dec-24-2016	3	3,580.6553	3,753.4381	3,934.8600	4,125.3530	4,325.3707	4,535.3892
022-Accounting Technician II	Dec-24-2016	3	3,731.2760	3,917.8397	4,113.7317	4,319.4183	4,535.3892	4,762.1587
025-Administrative Aide	Mar-04-2017	5	4,216.2063	4,420.7666	4,635.5549	4,861.0827	5,097.8868	-
028-Administrative Analyst	Mar-04-2017	5	5,430.1786	5,695.4375	5,973.9594	6,266.4073	6,573.4777	-
029-Senior Administrative Analyst	Mar-04-2017	5	5,801.4041	6,085.2243	6,383.2356	6,696.1473	7,024.7047	-
040-Apprentice Electrical Line Worker	Dec-24-2016	1	4,772.3762	5,004.7450	5,248.7323	5,504.9189	5,773.9149	6,056.3606
042-Apprentice Electrical SubStation Technician	Dec-24-2016	1	5,005.3034	5,249.3186	5,505.5345	5,774.5613	6,057.0393	6,353.6413
063-Assistant Electrical Utility Manager	Mar-04-2017	5	8,460.4152	8,877.1860	9,314.7953	9,774.2850	10,256.7493	-
065-Assistant Planner	Mar-04-2017	8	4,834.8160	5,070.3068	5,317.5722	5,577.2008	5,849.8108	-
080-Assistant Public Works Director / City Engineer	Mar-04-2017	5	8,940.2477	9,381.0101	9,843.8106	10,329.7511	10,839.9887	-
085-Associate Planner	Mar-04-2017	5	5,083.2334	5,331.1451	5,591.4523	5,864.7750	6,151.7637	-
089-Aviation Transportation Administrator	Mar-04-2017	5	5,083.2334	5,331.1451	5,591.4523	5,864.7750	6,151.7637	-
090-Battalion Fire Chief (56 hrs/wk)	Mar-04-2017	5	8,094.2242	8,492.6854	8,911.0697	9,350.3731	9,811.6418	-
090-Battalion Fire Chief (56 hrs/wk) 2.5% Education	Mar-04-2017	5	8,296.0000	8,705.0000	9,134.0000	9,584.0000	10,057.0000	-
090-Battalion Fire Chief (56 hrs/wk) 5.0% Education	Mar-04-2017	5	8,499.0000	8,918.0000	9,357.0000	9,818.0000	10,303.0000	-
091-Battalion Fire Chief/Fire Marshal	Mar-04-2017	5	8,094.2324	8,492.6940	8,911.0787	9,350.3827	9,811.6518	-
091-Battalion Fire Chief/Fire Marshal 2.5% Education	Mar-04-2017	5	8,296.0000	8,705.0000	9,134.0000	9,584.0000	10,057.0000	-
091-Battalion Fire Chief/Fire Marshal 5.0% Education	Mar-04-2017	5	8,499.0000	8,918.0000	9,357.0000	9,818.0000	10,303.0000	-
105-Buiding Maintenance Worker	Dec-24-2016	1	2,948.7367	3,089.9235	3,238.1697	3,393.8282	3,557.2696	3,728.8831
110-Building Inspector	Mar-04-2017	8	4,390.2436	4,603.5057	4,827.4310	5,062.5526	5,309.4302	-
111-Building & Safety Services Manager (BldgOffc)	Mar-04-2017	5	7,555.4521	7,926.9747	8,317.0735	8,726.6771	9,156.7610	-
113-Buyer	Dec-24-2016	1	4,080.1933	4,277.9530	4,485.6006	4,703.6307	4,932.5622	5,172.9403
114-Buyer / Purchasing Assistant	Dec-24-2016	1	3,631.3304	3,806.6469	3,990.7292	4,184.0157	4,386.9665	4,600.0648
115-Buyer-WareHouser	Dec-24-2016	1	3,496.4714	3,665.0450	3,842.0472	4,027.8996	4,223.0446	4,427.9468
120-Chemist	Mar-04-2017	5	5,480.0279	5,747.7793	6,028.9183	6,324.1142	6,634.0699	-
130-Chief of Police	Mar-18-2017	9	-	-	14,597.0000	-	-	-
130-Chief of Police - Control Points				LOW 10,821		HI 14,597		
135-City Manager	Jun-13-2015	9	-	-	14,583.3333	-	-	-
136-Community Relations Manager / PIO	Mar-04-2017	5	5,704.1665	5,983.1249	6,276.0311	6,583.5827	6,906.5118	-
137-Development Programs Specialist I	Mar-04-2017	8	4,246.9187	4,453.0146	4,669.4153	4,896.6361	5,135.2179	-
138-Development Programs Specialist II	Mar-04-2017	8	4,834.8160	5,070.3068	5,317.5722	5,577.2008	5,849.8108	-
140-City Attorney	Mar-04-2017	9	-	-	12,527.9500	-	-	-
145-City Clerk	Mar-04-2017	5	5,370.5479	5,632.8252	5,908.2165	6,197.3773	6,500.9962	-
150-City Council Member	Jun-13-2015	7	600.0000	-	-	-	-	-
152-City Mayor	Jun-13-2015	7	800.0000	-	-	-	-	-
153-City Engineer	Mar-04-2017	5	7,948.7639	8,339.9521	8,750.6997	9,181.9847	9,634.8339	-
155-City Treasurer	Mar-04-2017	9	-	-	9,422.6160	-	-	-
156-Civil Engineering Associate I	Mar-04-2017	8	4,911.7870	5,151.1263	5,402.4327	5,666.3043	5,943.3695	-
157-Civil Engineering Associate II	Mar-04-2017	5	5,190.6640	5,443.9472	5,709.8946	5,989.1393	6,282.3463	-
158-Civil Engineering Associate III	Mar-04-2017	5	5,751.8303	6,033.1718	6,328.5804	6,638.7594	6,964.4474	-
158-Civil Engineering Associate III 2.5% Education	Mar-04-2017	5	5,896.0000	6,184.0000	6,487.0000	6,805.0000	7,138.0000	-
158-Civil Engineering Associate III 5.0% Education	Mar-04-2017	5	6,040.0000	6,335.0000	6,645.0000	6,971.0000	7,312.0000	-
163-Collection Accounts Coordinator	Dec-24-2016	3	3,282.6343	3,440.5161	3,606.2919	3,780.3565	3,963.1243	4,155.0305
164-Community Development Director (Acting)	Mar-04-2017	9	-	-	9,647.6938	-	-	-
166-Community Development Program Manager	Mar-04-2017	5	5,577.4137	5,850.0344	6,136.2861	6,436.8504	6,752.4429	-
170-Community Services Officer	Jun-24-2017	4	3,197.8527	3,357.7453	3,525.6326	3,701.9142	3,887.0099	4,081.3604
174-Computer Graphics & Web Designer Technician	Mar-04-2017	8	3,626.8364	3,801.9282	3,985.7746	4,178.8133	4,381.5040	-
175-Computer Operator	Mar-04-2017	8	3,518.3503	3,688.0178	3,866.1687	4,053.2271	4,249.6385	-
177-Computer Operator / Programmer	Mar-04-2017	8	4,161.9855	4,363.8348	4,575.7765	4,798.3153	5,031.9811	-
178-Computer Systems Specialist	Mar-04-2017	8	3,627.2771	3,802.3910	3,986.2605	4,179.3235	4,382.0397	-
190-Custodian	Dec-24-2016	1	2,814.7853	2,949.2746	3,090.4883	3,238.7627	3,394.4509	3,557.9234
203-Customer Service Worker I	Dec-24-2016	1	3,393.8283	3,557.2697	3,728.8832	3,909.0774	4,098.2812	4,296.9453
204-Customer Service Worker II	Dec-24-2016	1	3,766.5895	3,948.6690	4,139.8525	4,340.5951	4,551.3749	4,772.6936
206-Customer Service Worker III	Dec-24-2016	1	4,048.8015	4,244.9916	4,450.9911	4,667.2907	4,894.4052	5,132.8755
207-Deputy Fire Marshal/Fire Captain	Jun-24-2017	2	6,048.0398	6,350.4418	6,667.9639	7,001.3621	7,351.4302	-
207-Deputy Fire Marshal/Fire Captain 2.5% Education	Jun-24-2017	2	6,199.0000	6,509.0000	6,835.0000	7,176.0000	7,535.0000	-
207-Deputy Fire Marshal/Fire Captain 5.0% Education	Jun-24-2017	2	6,350.0000	6,668.0000	7,001.0000	7,351.0000	7,719.0000	-
208-Econ.Dev.Dir./Asst.City Mgr.(Acting)	Mar-04-2017	9	-	-	9,648.4264	-	-	-
208-Econ.Dev.Dir./Asst.City Mgr.(Acting) Ctrl Points				LOW 6,886	MID 8,079	HI 9,272		

Job Code and Title	Effective		STEP-A	STEP-B	STEP-C	STEP-D	STEP-E	STEP-F
	Date	Unit						
209-Economic Dev. Dir/Asst City Mgr	Mar-04-2017	9	-	-	12,547.3679	-	-	-
209-Economic Dev. Dir/Asst City Mgr Control Points				LOW 9,308	MID 10,928	HI 12,548		
211-Deputy City Clerk	Mar-04-2017	5	4,057.4069	4,254.0273	4,460.4786	4,677.2526	4,904.8652	-
212-Development Services Assistant I	Dec-24-2016	1	3,026.3683	3,171.4367	3,323.7586	3,483.6965	3,651.6313	3,827.9629
213-Development Services Assistant II	Dec-24-2016	1	3,262.6786	3,419.5625	3,584.2906	3,757.2551	3,938.8679	4,129.5613
215-Deputy City Manager	Sep-05-2017	5	5,430.1786	5,695.4375	5,973.9594	6,266.4073	6,573.4777	-
219-Electrical Meter Maintenance Technician	Dec-24-2016	1	3,401.1084	3,564.9139	3,736.9096	3,917.5050	4,107.1303	4,306.2368
220-Electrical Estimator	Mar-04-2017	5	6,901.9773	7,240.8262	7,596.6175	7,970.1984	8,362.4583	-
221-Electrical Utility Technician I	Dec-24-2016	1	5,922.1689	6,212.0274	6,516.3787	6,835.9477	7,171.4950	7,523.8198
222-Electrical Utility Technician II	Dec-24-2016	1	6,358.5149	6,670.1906	6,997.4501	7,341.0727	7,701.8763	8,080.7201
223-Lead Electrical Utility Technician	Dec-24-2016	1	6,794.8609	7,128.3540	7,478.5216	7,846.1977	8,232.2576	8,637.6205
225-Electrical Ground Support Worker	Dec-24-2016	1	3,918.0081	4,107.6585	4,306.7914	4,515.8810	4,735.4250	4,965.9463
230-Electrical Line Worker	Dec-24-2016	1	5,520.6150	5,790.3957	6,073.6655	6,371.0988	6,683.4037	7,011.3239
231-12-kV Electrical Line Worker	Dec-24-2016	1	6,042.9112	6,345.0568	6,662.3096	6,995.4251	7,345.1964	7,712.4562
232-Electrical / Mechanical Trainee	Dec-24-2016	1	3,166.5271	3,318.6035	3,478.2837	3,645.9478	3,821.9952	4,006.8450
233-Electrical / Mechanical Tech I	Dec-24-2016	1	4,173.9415	4,376.3886	4,588.9580	4,812.1559	5,046.5137	5,292.5894
234-Electrical / Mechanical Tech II	Dec-24-2016	1	4,376.3118	4,588.8774	4,812.0713	5,046.4249	5,292.4961	5,550.8709
236-Electrical / Mechanical Tech III	Dec-24-2016	1	4,590.4526	4,813.7252	5,048.1615	5,294.3195	5,552.7855	5,824.1748
237-12-kV Electrical Troubleshooter	Dec-24-2016	1	6,356.9352	6,668.5320	6,995.7086	7,339.2440	7,699.9562	8,078.7040
240-Electrical Utility Manager	Mar-04-2017	5	9,386.5527	9,849.6303	10,335.8619	10,846.4050	11,382.4752	-
245-Electrical Supervisor	Mar-04-2017	5	8,044.7677	8,440.7561	8,856.5439	9,293.1210	9,751.5271	-
247-Electrical Utility Engineer	Mar-04-2017	5	6,983.2365	7,326.1483	7,686.2057	8,064.2660	8,461.2293	-
260-Engineering Technician I	Mar-04-2017	8	3,735.9918	3,916.5414	4,106.1185	4,305.1744	4,514.1831	-
261-Engineering Technician II		8	4,274.7874	4,482.2768	4,700.1406	4,928.8976	5,169.0925	-
262-Engineering Tech Specialized III	Mar-04-2017	8	5,007.3372	5,251.4541	5,507.7768	5,776.9156	6,059.5114	-
263-Fleet & Equipment Technician Trainee	Dec-24-2016	1	3,014.3311	3,158.7976	3,310.4875	3,469.7619	3,637.0000	3,812.6000
264-Engineering & Transportation Manager	Mar-04-2017	5	7,097.7020	7,446.3370	7,812.4039	8,196.7741	8,600.3628	-
266-Fleet Maintenance Supervisor	Mar-04-2017	5	4,957.2199	5,198.8309	5,452.5224	5,718.8986	5,998.5935	-
267-Environmental Coordinator	Mar-04-2017	8	4,834.8667	5,070.3600	5,317.6280	5,577.2594	5,849.8724	-
268-Fleet & Equipment Mechanic I	Dec-24-2016	1	4,029.2662	4,224.4795	4,429.4535	4,644.6762	4,870.6600	5,107.9430
269-Fleet & Equipment Mechanic II	Dec-24-2016	1	4,419.6928	4,634.4274	4,859.8988	5,096.6437	5,345.2259	5,606.2372
275-Equipment Operator	Dec-24-2016	1	3,401.1084	3,564.9139	3,736.9096	3,917.5050	4,107.1303	4,306.2368
281-Facilities, Fleet & Park Maintenance Mgr.	Mar-04-2017	5	7,083.8346	7,431.7763	7,797.1151	8,180.7209	8,583.5069	-
285-Facil. Maint. Supv. (Bldg/Strts/Maint)	Mar-04-2017	5	4,957.2199	5,198.8309	5,452.5224	5,718.8986	5,998.5935	-
286-Facil. Maint. Supv. (Water/Wastewater)	Mar-04-2017	5	5,682.5291	5,960.4056	6,252.1759	6,558.5347	6,880.2114	-
288-Financial Services Manager	Mar-04-2017	5	8,105.6577	8,504.6906	8,923.6751	9,363.6089	9,825.5393	-
290-Fire Captain (56 hrs/wk)	Jun-24-2017	2	6,048.0398	6,350.4418	6,667.9639	7,001.3621	7,351.4302	-
290-Fire Captain (56 hrs/wk) 2.5% Education		2	6,199.0000	6,509.0000	6,835.0000	7,176.0000	7,535.0000	-
290-Fire Captain (56 hrs/wk) 5.0% Education		2	6,350.0000	6,668.0000	7,001.0000	7,351.0000	7,719.0000	-
290-Fire Captain (56 hrs/wk) \$200 Optional Cert		2	6,248.0000	6,550.0000	6,868.0000	7,201.0000	7,551.0000	-
300-Fire Chief		9	-	-	12,709.0000	-	-	-
300-Fire Chief - Control Points				LOW 10,821	MID 12,709	HI 14,597		
301-Fire Administrative Aide	Mar-04-2017	5	4,216.2063	4,420.7666	4,635.5549	4,861.0827	5,097.8868	-
305-Fire Engineer (56 hrs/wk)	Jun-24-2017	2	5,258.6825	5,521.6167	5,797.6975	6,087.5824	6,391.9615	-
305-Fire Engineer (56 hrs/wk) 2.5% Education		2	5,390.0000	5,660.0000	5,943.0000	6,240.0000	6,552.0000	-
305-Fire Engineer (56 hrs/wk) 5.0% Education		2	5,522.0000	5,798.0000	6,088.0000	6,392.0000	6,712.0000	-
305-Fire Engineer (56 hrs/wk) \$200 Optional Cert.		2	5,459.0000	5,722.0000	5,998.0000	6,288.0000	6,592.0000	-
310-Fire Fighter (56 hrs/wk)		2	4,736.9216	4,973.7677	5,222.4561	5,483.5789	5,757.7578	-
310-Fire Fighter (56 hrs/wk) 2.5% Education		2	4,855.0000	5,098.0000	5,353.0000	5,621.0000	5,902.0000	-
310-Fire Fighter (56 hrs/wk) 5.0% Education		2	4,974.0000	5,223.0000	5,483.0000	5,758.0000	6,046.0000	-
310-Fire Fighter (56 hrs/wk) \$200 Optional Cert.		2	4,937.0000	5,174.0000	5,422.0000	5,684.0000	5,958.0000	-
313-Grant Records Technician		8	3,932.3128	4,122.6784	4,322.5624	4,532.4405	4,752.8125	-
316-GIS Analyst	Mar-04-2017	5	5,007.5254	5,251.6517	5,507.9843	5,777.1335	6,059.7402	-
317-GIS Assistant	Dec-24-2016	3	3,047.3291	3,193.4456	3,346.8679	3,507.9613	3,677.1093	3,854.7148
318-GIS Technician I	Mar-04-2017	8	3,307.7440	3,466.8812	3,633.9752	3,809.4240	3,993.6452	-
319-GIS Technician II		8	3,626.8364	3,801.9282	3,985.7746	4,178.8133	4,381.5040	-
320-Heavy Equipment Operator	Dec-24-2016	1	3,737.3885	3,918.0079	4,107.6583	4,306.7912	4,515.8808	4,735.4248
321-Housing Programs Technician	Mar-04-2017	8	4,246.9187	4,453.0146	4,669.4153	4,896.6361	5,135.2179	-
322-Household Hazardous Waste Technician	Dec-24-2016	1	3,702.5456	3,881.4229	4,069.2440	4,266.4562	4,473.5290	4,690.9555
322-Household Hazardous Waste Tech. Haz/Mat Cert.	Dec-24-2016	1	3,888.0000	4,075.0000	4,272.0000	4,479.0000	4,698.0000	4,926.0000
323-Information Systems Manager	Mar-04-2017	5	7,950.9239	8,342.2201	8,753.0811	9,184.4851	9,637.4594	-
324-Human Resources Analyst	Mar-04-2017	5	4,888.8886	5,127.0831	5,377.1872	5,639.7966	5,915.5364	-
327-Human Resources Senior Analyst	Mar-04-2017	5	5,317.0529	5,576.6555	5,849.2383	6,135.4502	6,435.9727	-
328-Human Resources Technician	Mar-04-2017	5	4,150.8515	4,352.1440	4,563.5012	4,785.4263	5,018.4476	-
329-Human Resources Principal Analyst	Mar-04-2017	5	5,836.9617	6,122.5597	6,422.4377	6,737.3096	7,067.9251	-
330-Intermediate Account Clerk	Dec-24-2016	3	2,842.1623	2,978.0204	3,120.6714	3,270.4550	3,427.7277	3,592.8641
331-Human Resources Manager	Mar-04-2017	5	7,069.3543	7,416.5721	7,781.1507	8,163.9582	8,565.9061	-

Job Code and Title	Effective							
	Date	Unit	STEP-A	STEP-B	STEP-C	STEP-D	STEP-E	STEP-F
333-Intermediate Treasury Clerk		3	2,842.1623	2,978.0204	3,120.6714	3,270.4550	3,427.7277	3,592.8641
336-HR Staff Assistant - Confidential	Mar-04-2017	5	3,070.6248	3,217.9061	3,372.5514	3,534.9290	3,705.4254	-
340-Interpreter	Dec-26-2015	0	1,733.3333	-	-	-	-	-
349-Labratory Technician Trainee	Dec-24-2016	1	2,908.4798	3,047.6538	3,193.7865	3,347.2259	3,508.3371	3,677.5040
351-Laboratory Technician I	Dec-24-2016	1	3,732.4747	3,912.8485	4,102.2409	4,301.1029	4,509.9081	4,729.1535
352-Laboratory Technician II	Dec-24-2016	1	3,912.6283	4,102.0097	4,300.8602	4,509.6532	4,728.8859	4,959.0802
355-Landfill Attendant	Dec-24-2016	1	3,240.4971	3,396.2719	3,559.8355	3,731.5773	3,911.9062	4,101.2515
357-Landfill Coordinator	Dec-24-2016	1	3,240.4971	3,396.2719	3,559.8355	3,731.5773	3,911.9062	4,101.2515
362-Landfill Supervisor	Mar-04-2017	5	4,960.8683	5,202.6617	5,456.5448	5,723.1220	6,003.0281	-
365-Lead Custodian	Dec-24-2016	1	3,273.3492	3,430.7666	3,596.0550	3,769.6077	3,951.8381	4,143.1800
367-Lead Customer Service Worker	Dec-24-2016	1	3,514.5274	3,684.0037	3,861.9539	4,048.8016	4,244.9917	4,450.9913
370-Lead Electrical Line Worker	Dec-24-2016	1	6,060.1764	6,356.9352	6,668.5320	6,995.7086	7,339.2440	7,699.9562
371-12-kV Lead Electrical Line Worker	Dec-24-2016	1	6,668.5320	6,995.7086	7,339.2440	7,699.9562	8,078.7040	8,476.3892
380-Lead Facilities Maintenance Worker	Dec-24-2016	1	3,565.3701	3,737.3886	3,918.0080	4,107.6584	4,306.7913	4,515.8809
381-Lead Fleet & Equipment Technician		1	4,627.8565	4,852.9993	5,089.3993	5,337.6192	5,598.2502	5,871.9127
383-Lead Landfill Operator	Dec-24-2016	1	3,993.1153	4,186.5211	4,389.5972	4,602.8270	4,826.7184	5,061.8043
390-Lead Park Maintenance Worker	Dec-24-2016	1	3,565.3701	3,737.3886	3,918.0080	4,107.6584	4,306.7913	4,515.8809
392-Lead Sanitation Worker	Dec-24-2016	1	3,737.3885	3,918.0080	4,107.6584	4,306.7913	4,515.8809	4,735.4249
393-Lead Sign And Paint Worker	Dec-24-2016	1	4,020.5400	4,215.0045	4,419.1922	4,633.5893	4,858.7063	5,095.0791
394-Lead Street Maintenance Worker	Dec-24-2016	1	4,020.5400	4,215.0045	4,419.1922	4,633.5893	4,858.7062	5,095.0791
396-Lead Tree Trimmer	Dec-24-2016	1	3,668.5812	3,845.7603	4,031.7983	4,227.1382	4,432.2451	4,647.6074
398-Lead Water Plant Technician	Dec-24-2016	1	4,674.3635	4,901.8316	5,140.6732	5,391.4569	5,654.7797	5,931.2687
400-Librarian I	Mar-04-2017	5	4,471.6940	4,689.0287	4,917.2301	5,156.8416	5,408.4337	-
401-Lead Water Distribution Operator	Dec-24-2016	1	4,472.4259	4,689.4848	4,917.3964	5,156.7038	5,407.9764	5,671.8128
405-Librarian II	Mar-04-2017	5	4,775.9627	5,008.5108	5,252.6863	5,509.0707	5,778.2742	-
410-Librarian III	Mar-04-2017	5	5,101.5301	5,350.3566	5,611.6244	5,885.9556	6,174.0034	-
415-Librarian Administrative Aide	Mar-04-2017	5	3,409.6512	3,573.8838	3,746.3280	3,927.3944	4,117.5141	-
420-Library Assistant I	Mar-04-2017	8	3,306.5254	3,465.6017	3,632.6317	3,808.0133	3,992.1640	-
425-Library Assistant II	Mar-04-2017	8	3,576.4281	3,748.9995	3,930.1995	4,120.4594	4,320.2324	-
426-Library Technician I	Mar-04-2017	8	3,818.0281	4,002.6795	4,196.5634	4,400.1416	4,613.8987	-
427-Library Technician II	Mar-04-2017	8	4,076.5400	4,274.1170	4,481.5729	4,699.4015	4,928.1216	-
445-Library Director	Apr-15-2017	9	-	-	9,121.4200	-	-	-
445-Library Director - Control Points				LOW 7,834	MID 9,194	HI 10,554		
455-Library Page	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	2,208.2667	2,319.2000	-
460-Maintenance Worker	Dec-24-2016	1	2,948.7367	3,089.9235	3,238.1697	3,393.8282	3,557.2696	3,728.8831
465-Maintenance Worker Trainee	Dec-24-2016	1	2,384.0199	2,496.9709	2,615.5695	2,740.0980	2,870.8529	3,008.1455
471-Management Srv Dir/Fin Dir/City Treas	Mar-04-2017	9	-	-	14,009.0000	-	-	-
471-Management Srv Dir/Fin Dir/City Treas Ctrl Points				LOW 10,387	MID 12,198	HI 14,009		
486-Office Staff Assistant I	Aug-05-2017	3	2,637.3175	2,762.9334	2,894.8300	3,033.3215	3,178.7376	3,331.4245
487-Office Staff Assistant II	Dec-24-2016	3	2,888.1426	3,026.2997	3,171.3647	3,323.6829	3,483.6170	3,651.5479
488-Office Staff Assistant III	Dec-24-2016	3	3,026.4354	3,171.5072	3,323.8325	3,483.7741	3,651.7129	3,828.0485
489-Office Staff Assistant IV	Dec-24-2016	3	3,323.8323	3,483.7739	3,651.7126	3,828.0483	4,013.2007	4,207.6107
494-Parks Maintenance Specialist	Dec-24-2016	1	3,389.3757	3,552.5945	3,723.9742	3,903.9229	4,092.8690	4,291.2625
495-Park Maintenance Supervisor	Mar-04-2017	5	4,960.3835	5,202.1527	5,456.0103	5,722.5609	6,002.4389	-
499-P/T Recreation (Building Attendant)	Jan-01-2017	0	2,093.8667	2,197.8667	2,308.8000	-	-	-
500-Park Maintenance Worker	Dec-24-2016	1	2,948.7367	3,089.9235	3,238.1697	3,393.8282	3,557.2696	3,728.8831
501-P/T Recreation (Head Lifeguard)	Jan-01-2017	0	2,366.0000	2,483.8667	2,608.6667	-	-	-
502-Park Ranger	Dec-24-2016	1	3,163.7635	3,315.7017	3,475.2367	3,642.7486	3,818.6360	4,003.3178
506-P/T Recreation-Excursion Driver	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	-	-	-
509-Paralegal	Mar-04-2017	5	4,587.5286	4,810.6550	5,044.9378	5,290.9347	5,549.2314	-
510-P/T General (Manual)	Jan-01-2018	0	1,906.6667	-	-	-	2,600.0000	-
511-P/T Recreation (Recreation Lead)	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	-	-	-
512-P/T Recreation (Sports Specialist)	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	-	-	-
513-P/T General (Non-Manual)	Jan-01-2018	0	1,906.6667	-	-	-	2,600.0000	-
514-P/T Recreation (Sports Scorekeeper)	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	-	-	-
515-P/T Recreation (Non-Manual)	Jan-01-2018	0	1,906.6667	-	-	-	2,600.0000	-
516-P/T Recreation (Lifeguard)	Jan-01-2017	0	2,002.0000	2,102.5333	2,208.2667	-	-	-
517-P/T Recreation (Building Attendant)	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	-	-	-
519-P/T Recreation (Water Safety)	Jan-01-2017	0	2,102.5333	2,208.2667	2,317.4667	-	-	-
521-P/T Recreation(Water Exercise)	Jan-01-2017	0	2,102.5333	2,208.2667	2,317.4667	-	-	-
524-P/T Recreation (Pool Clerk)	Jan-01-2018	0	1,906.6667	2,002.0000	2,102.5333	-	-	-
530-Planning Technician	Mar-04-2017	8	4,246.9187	4,453.0146	4,669.4153	4,896.6361	5,135.2179	-
532-Planning Manager	Mar-04-2017	5	7,586.2508	7,959.3134	8,351.0290	8,762.3305	9,194.1970	-
535-Police Corporal	Jun-24-2017	4	5,562.7025	5,840.8376	6,132.8795	6,439.5234	6,761.4996	7,099.5746
535-Police Corporal 2.5% Education Incentive	Jun-24-2017	4	5,702.0000	5,987.0000	6,286.0000	6,601.0000	6,930.0000	7,278.0000
535-Police Corporal 5.0% Education Incentive	Jun-24-2017	4	5,841.0000	6,133.0000	6,440.0000	6,762.0000	7,099.0000	7,455.0000
540-Police Captain	Mar-04-2017	5	8,870.0896	9,307.3441	9,766.4613	10,248.5344	10,754.7111	-

545-Police Dispatcher	Jun-24-2017	4	3,548.4159	3,725.8367	3,912.1285	4,107.7350	4,313.1217	4,528.7778
545-Police Dispatcher Custodial Search Pay		4	3,637.0000	3,819.0000	4,010.0000	4,211.0000	4,421.0000	4,642.0000
553-Police Dispatch Supervisor	Mar-04-2017	5	4,152.0421	4,353.3943	4,564.8140	4,786.8047	5,019.8949	-
554-Police Jail Supervisor	Mar-04-2017	5	4,152.0421	4,353.3943	4,564.8140	4,786.8047	5,019.8949	-
555-Police Jailer	Jun-24-2017	4	3,548.7093	3,726.1447	3,912.4520	4,108.0746	4,313.4783	4,529.1522
560-Police Officer	Jun-24-2017	4	5,038.7891	5,290.7285	5,555.2650	5,833.0282	6,124.6796	6,430.9136
560-Police Officer 2.5% Education Incentive	Jun-24-2017	4	5,165.0000	5,423.0000	5,694.0000	5,979.0000	6,278.0000	6,592.0000
560-Police Officer 5.0% Education Incentive	Jun-24-2017	4	5,291.0000	5,556.0000	5,833.0000	6,125.0000	6,431.0000	6,753.0000
561-Police Motor Officer	Jun-24-2017	4	5,165.0667	5,423.3200	5,694.4860	5,979.2103	6,278.1709	6,592.0794
561-Police Motor Officer 2.5% Education Incentive	Jun-24-2017	4	5,294.0000	5,559.0000	5,836.0000	6,128.0000	6,435.0000	6,757.0000
561-Police Motor Officer 5.0% Education Incentive	Jun-24-2017	4	5,423.0000	5,694.0000	5,979.0000	6,278.0000	6,592.0000	6,922.0000
562-Police Officer Trainee	Jun-25-2016	0	4,069.7204	4,273.2064	4,486.8668	4,711.2101	4,946.7706	-
563-Police Records-Property Supervisor	Mar-04-2017	5	3,775.3802	3,957.8992	4,149.5441	4,350.7713	4,562.0599	-
565-Police Sergeant	Jun-24-2017	4	6,396.4790	6,716.3029	7,052.1181	7,404.7240	7,774.9602	8,163.7082
565-Police Sergeant 2.5% Education Incentive		4	6,556.0000	6,884.0000	7,228.0000	7,590.0000	7,969.0000	8,368.0000
565-Police Sergeant 5.0% Education Incentive		4	6,716.0000	7,052.0000	7,405.0000	7,775.0000	8,164.0000	8,572.0000
568-Police Records Technician I	Dec-24-2016	3	2,957.2211	3,098.8322	3,247.5238	3,403.6500	3,567.5825	3,739.7116
569-Police Records Technician II	Dec-24-2016	3	3,098.9713	3,247.6698	3,403.8033	3,567.7435	3,739.8807	3,920.6247
570-Principal Planner	Mar-04-2017	5	6,122.6551	6,422.5379	6,737.4148	7,068.0355	7,415.1873	-
572-Printer and Web Technician	Dec-24-2016	3	3,416.0438	3,580.5960	3,753.3758	3,934.7946	4,125.2843	4,325.2985
575-Programmer-Analyst	Mar-04-2017	5	4,656.0392	4,882.5912	5,120.4707	5,370.2443	5,632.5065	-
576-Programmer-Network Analyst	Mar-04-2017	5	4,656.0392	4,882.5912	5,120.4707	5,370.2443	5,632.5065	-
580-Public Works Director	Jul-23-2016	9	-	-	12,765.0000	-	-	-
580-Public Works Director - Control Points				LOW 9,467	MID 11,116	HI 12,765		
587-PEG Production Technician	Mar-04-2016	8	2,680.1790	2,807.9379	2,942.0848	3,082.9390	3,230.8360	-
588-PEG Production Specialist	Mar-04-2017	8	3,274.1864	3,431.6457	3,596.9780	3,770.5769	3,952.8557	-
589-PEG Station Manager	Mar-04-2017	5	4,806.2207	5,040.2817	5,286.0458	5,544.0981	5,815.0530	-
591-Radio Repair Technician I	Dec-24-2016	1	3,575.5440	3,748.0712	3,929.2248	4,119.4360	4,319.1578	4,528.8657
592-Radio Repair Technician II	Dec-24-2016	1	3,921.1927	4,111.0023	4,310.3024	4,519.5675	4,739.2959	4,970.0107
593-Radio Repair Technician III	Dec-24-2016	1	4,300.5147	4,509.2904	4,728.5049	4,958.6802	5,200.3642	5,454.1324
595-Purchasing Assistant	Dec-24-2016	3	2,950.5101	3,091.7856	3,240.1248	3,395.8811	3,559.4251	3,731.1464
596-Purchasing and Materials Manager	Mar-04-2017	5	5,864.6326	6,151.6142	6,452.9449	6,769.3422	7,101.5593	-
602-Recreation Manager	Mar-04-2017	5	5,566.0056	5,838.0559	6,123.7087	6,423.6441	6,738.5763	-
603-Recreation Facilities Maintenance Worker	Dec-24-2016	1	3,242.0615	3,397.9146	3,561.5603	3,733.3883	3,913.8077	4,103.2481
608-Recreation Coordinator	Mar-04-2017	5	3,911.0598	4,100.3627	4,299.1309	4,507.8374	4,726.9793	-
616-Recreation Supervisor	Mar-04-2017	5	4,579.5589	4,802.2869	5,036.1512	5,281.7088	5,539.5442	-
630-Reserve Police Officer I	Jun-24-2017	4	4,053.9834	4,256.6825	4,469.5166	4,692.9925	4,927.6421	-
631-Reserve Police Officer II	Jun-24-2017	4	3,238.8680	3,400.8114	3,570.8520	3,749.3946	3,936.8643	-
633-Safety Officer	Mar-04-2017	8	4,646.1086	4,872.1640	5,109.5222	5,358.7483	5,620.4357	-
635-Sanitation Worker	Dec-24-2016	1	3,089.9237	3,238.1698	3,393.8283	3,557.2698	3,728.8832	3,909.0774
645-Senior Account Clerk	Dec-24-2016	3	3,104.9809	3,253.9800	3,410.4290	3,574.7004	3,747.1854	3,928.2947
655-Senior Building Maintenance Worker	Dec-24-2016	1	3,242.0615	3,397.9146	3,561.5603	3,733.3883	3,913.8077	4,103.2481
658-Code Enforcement Officer I	Mar-04-2017	8	4,211.1353	4,415.4421	4,629.9642	4,855.2124	5,091.7230	-
659-Code Enforcement Officer II	Mar-04-2017	8	4,520.3317	4,740.0983	4,970.8532	5,213.1459	5,467.5532	-
660-Senior Building Inspector	Mar-04-2017	8	4,834.8160	5,070.3068	5,317.5722	5,577.2008	5,849.8108	-
661-Senior Code Enforcement Officer	Mar-04-2017	8	4,834.8160	5,070.3068	5,317.5722	5,577.2008	5,849.8108	-
663-Senior Custodian	Dec-24-2016	1	2,948.9327	3,090.1293	3,238.3858	3,394.0551	3,557.5078	3,729.1332
664-Senior Electric Meter Maintenance Tec	Dec-24-2016	1	3,565.3701	3,737.3886	3,918.0080	4,107.6584	4,306.7913	4,515.8809
665-Senior Civil Engineer	Mar-04-2017	5	7,280.0578	7,637.8107	8,013.4512	8,407.8738	8,822.0175	-
666-Principal Civil Engineer	Mar-04-2017	5	8,138.6648	8,539.3480	8,960.0654	9,401.8187	9,865.6596	-
666-Principal Civil Engineer 2.5% Education Incentive	Mar-04-2017	5	8,342.0000	8,752.0000	9,184.0000	9,637.0000	9,866.0000	-
666-Principal Civil Engineer 5.0% Education Incentive	Mar-04-2017	5	8,546.0000	8,966.0000	9,408.0000	9,872.0000	10,359.0000	-
667-Senior Environmental Coordinator	Mar-04-2017	5	5,206.9583	5,461.0562	5,727.8590	6,008.0020	6,302.1521	-
670-Senior Maintenance Worker	Dec-24-2016	1	3,242.0615	3,397.9146	3,561.5603	3,733.3883	3,913.8077	4,103.2481
675-Senior Recreation Facilities Maint Worker	Dec-24-2016	1	3,397.9146	3,561.5604	3,733.3884	3,913.8078	4,103.2482	4,302.1606
680-Senior Parks Maintenance Worker	Dec-24-2016	1	3,242.0615	3,397.9146	3,561.5603	3,733.3883	3,913.8077	4,103.2481
683-Senior Programmer-Network Analyst	Mar-04-2017	5	5,007.2621	5,251.3752	5,507.6940	5,776.8287	6,059.4201	-
685-Senior Sanitation Worker	Dec-24-2016	1	3,397.9146	3,561.5604	3,733.3884	3,913.8078	4,103.2482	4,302.1606
692-Senior Treasury Clerk	Dec-24-2016	3	3,104.9809	3,253.9800	3,410.4290	3,574.7004	3,747.1854	3,928.2947
695-Senior Tree Trimmer	Dec-24-2016	1	3,499.3916	3,668.1112	3,845.2668	4,031.2801	4,226.5941	4,431.6738
704-Senior Wastewater Collection Worker	Dec-24-2016	1	3,871.5219	4,058.8480	4,255.5404	4,462.0674	4,678.9208	4,906.6168
706-Senior Wastewater Plant Operator	Dec-24-2016	1	4,772.7740	5,005.1627	5,249.1709	5,505.3794	5,774.3984	6,056.8683
708-Senior Water Meter Maintenance Technician	Dec-24-2016	1	4,058.8481	4,255.5405	4,462.0675	4,678.9209	4,906.6170	5,145.6978
709-Senior Water Distribution Operator	Dec-24-2016	1	3,871.5219	4,058.8480	4,255.5404	4,462.0674	4,678.9208	4,906.6168
716-Senior Water Plant Operator	Dec-24-2016	1	4,350.2738	4,561.5375	4,783.3643	5,016.2825	5,260.8467	5,517.6390
718-Senior Water Plant Technician	Dec-24-2016	1	4,376.1107	4,588.6662	4,811.8495	5,046.1920	5,292.2516	5,550.6142
721-Solid Waste Code Enforcement Officer	Mar-04-2017	8	4,520.7048	4,740.4900	4,971.2645	5,213.5777	5,468.0066	-

Job Code and Title	Effective		STEP-A	STEP-B	STEP-C	STEP-D	STEP-E	STEP-F
	Date	Unit						
722-Solid Waste Program Analyst	Mar-04-2017	5	4,658.7736	4,885.4623	5,123.4854	5,373.4097	5,635.8302	-
723-Solid Waste Program Technician	Mar-04-2017	8	4,246.5420	4,452.6190	4,669.0000	4,896.2000	5,134.7600	-
724-Solid Waste Compliance Coordinator	Mar-04-2017	5	4,885.4624	5,123.4855	5,373.4098	5,635.8303	5,911.3718	-
725-Solid Waste Superintendent	Mar-04-2017	5	6,559.7511	6,881.4887	7,219.3131	7,574.0288	7,946.4802	-
730-Solid Waste Supervisor	Mar-04-2017	5	4,960.8683	5,202.6617	5,456.5448	5,723.1220	6,003.0281	-
740-Street Maintenance Supervisor	Mar-04-2017	5	4,960.3835	5,202.1527	5,456.0103	5,722.5609	6,002.4389	-
743-Street Superintendent	Mar-04-2017	5	5,212.7310	5,467.1175	5,734.2234	6,014.6846	6,309.1688	-
744-Systems Administrator	Mar-04-2017	5	5,994.2592	6,287.7221	6,595.8582	6,919.4011	7,259.1212	-
747-Systems Analyst	Mar-04-2017	5	5,199.8119	5,453.5525	5,719.9801	5,999.7291	6,293.4656	-
748-Treasury Clerk	Dec-24-2016	3	2,599.8765	2,723.6204	2,853.5514	2,989.9790	3,133.2279	3,283.6393
751-Treasury / Utility Billing Supervisor	Mar-04-2017	5	4,579.5589	4,802.2869	5,036.1512	5,281.7088	5,539.5442	-
755-Tree Trimmer	Dec-24-2016	1	3,335.5732	3,496.1019	3,664.6570	3,841.6398	4,027.4718	4,222.5954
764-Urban Forestry Supervisor	Mar-04-2017	5	4,960.3835	5,202.1527	5,456.0103	5,722.5609	6,002.4389	-
768-Utility Accountant	Mar-04-2017	5	6,421.5648	6,736.3931	7,066.9627	7,414.0609	7,778.5139	-
771-Utility Conservation Representative	Mar-04-2017	8	391.5022	4,174.3273	4,376.7937	4,589.3833	4,812.6025	-
772-Utility Engineer	Mar-04-2017	5	5,471.2470	5,738.5594	6,019.2374	6,313.9492	6,623.3967	-
773-Utility Director	Mar-04-2017	9	-	-	14,367.1647	-	-	-
773-Utility Director				LOW 10,652	MID 12,510	HI 14,368		
774-Utility Conservation Coordinator	Mar-04-2017	5	4,846.9566	5,083.0545	5,330.9572	5,591.2550	5,864.5678	-
778-Warehouser	Dec-24-2016	1	2,845.7896	2,981.8291	3,124.6705	3,274.6541	3,432.1368	3,597.4936
780-Wastewater Collection Supervisor	Mar-04-2017	5	5,440.6832	5,706.4673	5,985.5407	6,278.5677	6,586.2461	-
783-Wastewater Collection Worker	Dec-24-2016	1	3,517.9076	3,687.5530	3,865.6806	4,052.7146	4,249.1004	4,455.3054
784-Wastewater Plant Operator (In Training)	Dec-24-2016	1	3,228.2187	3,383.3796	3,546.2986	3,717.3635	3,896.9817	4,085.5808
785-Wastewater Plant Operations Supervisor	Mar-04-2017	5	5,682.2171	5,960.0779	6,251.8318	6,558.1734	6,879.8321	-
791-Wastewater Plant Operator I	Dec-24-2016	1	3,957.0339	4,148.6356	4,349.8174	4,561.0582	4,782.8611	5,015.7542
792-Wastewater Plant Operator II	Dec-24-2016	1	4,148.5630	4,349.7412	4,560.9782	4,782.7771	5,015.6660	5,260.1993
793-Waste Water Plant Operator III	Dec-24-2016	1	4,533.6541	4,760.3369	4,998.3537	5,248.2714	5,510.6850	5,786.2192
794-Utility SCADA Network Analyst	Mar-04-2017	5	5,007.3845	5,251.5037	5,507.8289	5,776.9704	6,059.5689	-
797-Wastewater Superintendent	Mar-04-2017	5	7,446.6431	7,812.7253	8,197.1116	8,600.7171	9,024.5030	-
799-Waste Water Treatment Plant Superintendent	Mar-04-2017	5	8,324.8521	8,734.8447	9,165.3370	9,617.3538	10,091.9715	-
800-Water Distribution Supervisor	Mar-04-2017	5	5,708.7002	5,987.8852	6,281.0295	6,588.8310	6,912.0225	-
801-Water Distribution Operator	Dec-24-2016	1	3,517.9076	3,687.5530	3,865.6806	4,052.7146	4,249.1004	4,455.3054
803-Water Meter Maintenance Technician	Dec-24-2016	1	3,687.5530	3,865.6806	4,052.7147	4,249.1004	4,455.3054	4,671.8207
804-Water Plant Operator (In Training)	Dec-24-2016	1	3,228.2187	3,383.3796	3,546.2986	3,717.3635	3,896.9817	4,085.5808
807-Water Plant Operations Supervisor	Mar-04-2017	5	5,682.2171	5,960.0779	6,251.8318	6,558.1734	6,879.8321	-
808-Water Plant Technician	Dec-24-2016	1	4,173.6769	4,376.1108	4,588.6663	4,811.8496	5,046.1921	5,292.2517
809-Water Resources Engineer	Mar-04-2017	5	5,190.6640	5,443.9472	5,709.8946	5,989.1393	6,282.3463	-
811-Water Plant Operator I	Dec-24-2016	1	3,957.0339	4,148.6356	4,349.8174	4,561.0582	4,782.8611	5,015.7542
812-Water Plant Operator II	Dec-24-2016	1	4,148.5630	4,349.7412	4,560.9782	4,782.7771	5,015.6660	5,260.1993
817-Water Resources Manager	Mar-04-2017	5	7,340.5378	7,701.3147	8,080.1304	8,477.8870	8,895.5313	-
820-Water Resources Protection Technician	Dec-24-2016	1	4,178.0298	4,380.6813	4,593.4653	4,816.8886	5,051.4830	5,297.8072
823-Water Superintendent	Mar-04-2017	5	7,446.2966	7,812.3615	8,196.7295	8,600.3160	9,024.0818	-
824-Water Plant Supervisor	Mar-04-2017	5	5,933.9529	6,224.4006	6,529.3706	6,849.5891	7,185.8186	-
830-Wireless Service Administrator	Mar-04-2017	5	6,983.0978	7,326.0027	7,686.0528	8,064.1054	8,461.0607	-
831-Wireless Service Tech	Mar-04-2017	8	3,981.9871	4,174.8364	4,377.3283	4,589.9447	4,813.1919	-
832-P/T General (Clerical)	Dec-22-2007	0	2,296.6667	-	-	-	3,787.3333	-
833-P/T General (Executive)	Dec-22-2007	0	6,127.3333	-	-	-	12,783.3333	-
834-P/T General (Para-Professional)	Dec-22-2007	0	2,886.0000	-	-	-	4,480.6667	-
835-P/T General (Prof./Supv.)	Dec-22-2007	0	3,400.8000	-	-	-	9,611.3333	-
836-P/T General (Skilled Craft)	Dec-22-2007	0	2,782.0000	-	-	-	6,638.6667	-
837-P/T General (Technician)	Dec-22-2007	0	2,296.6667	-	-	-	6,760.0000	-
850-Fire Captain (Light Duty-40 hrs/wk)	Jun-24-2017	2	6,048.0398	6,350.4418	6,667.9639	7,001.3621	7,351.4302	-
850-Fire Captain (Light Duty-40 hrs/wk) 2.5% Education	Jun-24-2017	2	6,199.0000	6,509.0000	6,835.0000	7,176.0000	7,535.0000	-
850-Fire Captain (Light Duty-40 hrs/wk) 5.0% Education	Jun-24-2017	2	6,350.0000	6,668.0000	7,001.0000	7,351.0000	7,719.0000	-
850-Fire Captain (Light Duty-40 hrs/wk) \$200 Opt. Cert	Jun-24-2017	2	6,248.0000	6,550.0000	6,868.0000	7,201.0000	7,551.0000	-
851-Fire Engineer (Light Duty-40 hrs/wk)	Jun-24-2017	2	5,105.5173	5,360.7932	5,628.8328	5,910.2745	6,205.7882	-
851-Fire Engineer (Light Duty-40 hrs/wk) 2.5% Education	Jun-24-2017	2	5,234.0000	5,495.0000	5,770.0000	6,058.0000	6,361.0000	-
851-Fire Engineer (Light Duty-40 hrs/wk) 5.0% Education	Jun-24-2017	2	5,361.0000	5,629.0000	5,910.0000	6,206.0000	6,516.0000	-
851-Fire Engineer (Light Duty-40 hrs/wk) \$200 Opt. Cert	Jun-24-2017	2	5,306.0000	5,561.0000	5,829.0000	6,110.0000	6,406.0000	-
852-Fire Fighter (Light Duty-40 hrs/wk)	Jun-24-2017	2	4,736.9216	4,973.7677	5,222.4561	5,483.5789	5,757.7578	-
852-Fire Fighter (Light Duty-40 hrs/wk) 2.5% Education	Jun-24-2017	2	4,855.0000	5,098.0000	5,353.0000	5,621.0000	5,902.0000	-
852-Fire Fighter (Light Duty-40 hrs/wk) 5.0% Education	Jun-24-2017	2	4,974.0000	5,223.0000	5,483.0000	5,758.0000	6,046.0000	-
852-Fire Fighter (Light Duty-40 hrs/wk) \$200 Opt. Cert	Jun-24-2017	2	4,937.0000	5,174.0000	5,422.0000	5,684.0000	5,958.0000	-
853-Battalion Fire Chief(Lt Duty-40 hrs)	Mar-04-2017	5	8,094.6423	8,493.1244	8,911.5306	9,350.8571	9,812.1500	-
853-Battalion Fire Chief(Lt Duty-40 hrs) 2.5% Education	Mar-04-2017	5	8,297.0000	8,705.0000	9,135.0000	9,585.0000	10,057.0000	-
853-Battalion Fire Chief(Lt Duty-40 hrs) 5.0% Education	Mar-04-2017	5	8,500.0000	8,918.0000	9,358.0000	9,819.0000	10,303.0000	-

Job Code and Title	Effective		STEP-A	STEP-B	STEP-C	STEP-D	STEP-E	STEP-F
	Date	Unit						
899-City Manager (Acting)	Jan-06-2018	9	-	-	14,583.0000	-	-	-
931-Fire Chief (Acting)	Mar-04-2017	9	-	-	11,063.0000	-	-	-
				LOW 10,509	MID 12,342	HI 14,175		
932-Utilities Director (Acting)	Mar-04-2017	9	-	-	9,295.0000	-	-	-
				LOW 7,920	MID 9,295	HI 10,671		
933-Economic Development Director (Acting)	Jan-06-2018	9	-	-	9,308.0000	-	-	-
				LOW 9,308	MID 10,928	HI 12,548		

Units Description	Unit No.
Unclassified	0
International Brotherhood of Electric Workers (IBEW) Local 1245 Manual	1
International Brotherhood of Electric Workers (IBEW) Local 1245 Clerical	3
International Association of Firefighters Local (IAFF) Local 1906	2
Lompoc Police Officers' Association (LPOA)	4
Management, Supervisor, and Confidential (MS&C)	5
City Council	7
Unrepresented Employees	8
Management, Supervisor, and Confidential (MS&C) Directors	9

COMMISSION/COMMITTEE: Economic Development Committee

NUMBER OF VACANCIES: 1 At-Large Position Term Ending December 2020 (Council Member Osborne’s Nomination),
2 Associate Positions Term Ending February 2022
1 Associate Position Term Ending February 2020
1 Associate Position Term Ending February 2018

DATE FILED	TELEPHONE	NAME	ADDRESS	If applicable: Date Appt'd	Term Expires
9/27/2017	588-4009	Thomas Munoz	1118 Seabreeze Way		
11/16/2017		Tom Farrell	1305 E. Lemon Ave		
11/20/2017		Brandon Bridge	331 So. D Street		
11/22/2017	662-226-1959	Barbara Edwards	1332 W. Willow Ave		
12/1/2017	694-8492	Joseph Dowdy	1311 W. Cypress Ave, Unit B8		
12/5/2017	245-9502	Lisa Andre	PO Box 23 Los Olivos CA		

City of Lompoc

Boards, Commissions, or Committees Application



Return to City Clerk's Department, 100 Civic Center Plaza (P.O. Box 8001), Lompoc, CA 93438-8001

Applying for (Name of Board, Commission, or Committee) Economic Development Committee

Name: Thomas Munoz e-mail: thomas.m.munoz@outlook.com

Address: 1118 Seabreeze Way Home phone: 805-588-4009

Work phone: 805-964-7690

Are you 18 yrs or older? Age (*Youth* Commission Applicants ONLY) _____

Are you a registered voter? If no, please explain: _____

IMPORTANT

Appointees of certain Boards, Commissions, or Committees will be required to complete a Statement of Economic Interest as required by California Government Code Section 87200 et seq. and the City of Lompoc Conflict of Interest Code.

This application is considered a public record pursuant to The California Public Records Act (Government Code 6520 et seq.) and may be made available to any member of the public upon request.

Educational Background

High School Graduate; or
 GED Location: Lompoc High School

College/University	Major	Degree/Date
_____	_____	_____
_____	_____	_____

Other formal education _____

Work Experience

List all employment during the last three years. If retired, list last employer.

Date	Employer	Position/Title
<u>4/2017 - CURRENT</u>	<u>PACIFICA Hotels</u>	<u>DIRECTOR of SALES</u>
<u>03/2016 - 04/1A</u>	<u>Evolution Hospitality</u>	<u>DIRECTOR of SALES</u>
<u>10/2014 - 3/2016</u>	<u>HARRET Hospitality</u>	<u>SE. Sales Manager</u>

References

We ask that you provide three (3) references (non related) – either business or personal
PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name	Phone No.	Relationship	Years Acquainted
BROOKE Stockwell	757-8454	personal	15+
Tanya Belluz	588-8833	Business	3
Lawrence Nichols	757-9903	Business	3

Have you ever been convicted of a misdemeanor or felony? NO If yes, please explain _____

List civic activities, clubs, associations, etc.:

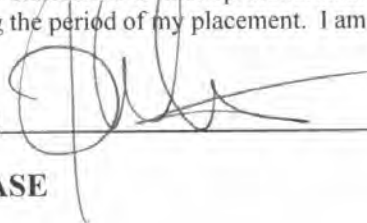
VICE PRESIDENT - Society of ST. Vincent De Paul

Briefly state your reasons for interest in the appointment sought:

I WANT TO BE INVOLVED IN THE ECONOMIC GROWTH/DEVELOPMENT
OFFER ADVICE, OPINIONS & IDEAS.

I hereby certify that all statements made in this application are true and I authorize investigation of all matters contained in the application. I acknowledge that any false statements or misrepresentations on this application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. I am aware that fingerprinting and a background investigation may be required before appointment.

Signature of Applicant



Date

9/26/2017

MINOR'S RELEASE

As the parent/legal guardian of _____ (name of YOUTH applicant) I hereby give permission for my child to participate in all Youth Commission activities, meetings, and events. I understand this is a volunteer position and no employment relationship exists between my child and the City of Lompoc. I further agree to hold harmless the City of Lompoc in regards to any personal injury sustaining by my child during the time he/she is engaged in the voluntary activities with the City of Lompoc and the Youth Commission.

Parent/Legal Guardian Name & Signature: _____

Date: _____

(REMOVE Attachments A & B (Statement of Ethical Principles) and retain for your records).

FOR USE BY CITY CLERK'S DEPARTMENT:

(Date Stamp)

Application Received By: _____

If applicable, Date Appointed: _____

Term Expires: _____

Date Form 700 Filed: _____

2017 SEP 27 10:42 AM
 CITY CLERK'S DEPARTMENT
 LOMPOC, MO

City of Lompoc

Boards, Commissions, or Committees Application



Return to City Clerk's Department, 100 Civic Center Plaza (P.O. Box 8001), Lompoc, CA 93438-8001

Applying for (Name of Board, Commission, or Committee) Economic Development Committee

Name: TOM FARRELL e-mail: tfarrell72@verizon.net

Address: 1305 EAST LEON AVE Home phone: ---

LOMPOC, CA 93436 Work phone: 805-736-1221

Are you 18 yrs or older? YES Age (Youth Commission Applicants ONLY) _____

Are you a registered voter? YES If no, please explain: _____

IMPORTANT

Appointees of certain Boards, Commissions, or Committees will be required to complete a Statement of Economic Interest as required by California Government Code Section 87200 et seq. and the City of Lompoc Conflict of Interest Code.

This application is considered a public record pursuant to The California Public Records Act (Government Code 6520 et seq.) and may be made available to any member of the public upon request.

Educational Background

High School Graduate; or Location: Lompoc High School
 GED

College/University	Major	Degree/Date
_____	_____	_____
_____	_____	_____

Other formal education _____

Work Experience

List all employment during the last three years. If retired, list last employer.

Date	Employer	Position/Title
<u>IMERYS/CELITE</u>	<u>1995-Present</u>	<u>HAVER OPERATOR</u>

We ask that you provide three (3) references (non related) – either business or personal
PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name	Phone No.	Relationship	Years Acquainted
TINA MERCER	805-588-5611	FRIEND	40+
HAVY ANDERSON	805-331-1236	BOSS	25+
CHRIS ROMERO	626-201-3329	FRIEND	55+

Have you ever been convicted of a misdemeanor or felony? YES If yes, please explain _____

DUI - 1995

List civic activities, clubs, associations, etc.:

N/A

Briefly state your reasons for interest in the appointment sought:

LIVED IN LOMPOC ALL MY LIFE & FIGURED IT WAS TIME
 to get involved WITH LOCAL ISSUES

I hereby certify that all statements made in this application are true and I authorize investigation of all matters contained in the application. I acknowledge that any false statements or misrepresentations on this application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. I am aware that fingerprinting and a background investigation may be required before appointment.

Signature of Applicant [Signature] Date 11-16-17

MINOR'S RELEASE

As the parent/legal guardian of _____ (name of YOUTH applicant) I hereby give permission for my child to participate in all Youth Commission activities, meetings, and events. I understand this is a volunteer position and no employment relationship exists between my child and the City of Lompoc. I further agree to hold harmless the City of Lompoc in regards to any personal injury sustaining by my child during the time he/she is engaged in the voluntary activities with the City of Lompoc and the Youth Commission.

Parent/Legal Guardian Name & Signature: _____ Date: _____

(REMOVE Attachments A & B (Statement of Ethical Principles) and retain for your records).

FOR USE BY CITY CLERK'S DEPARTMENT:

Application Received By: _____

If applicable, Date Appointed: _____

Term Expires: _____

(Date Stamp)
 RECEIVED
 CITY OF LOMPOC
 NOV 16 2017

City of Lompoc

Boards, Commissions, or Committees Application



Return to City Clerk's Department, 100 Civic Center Plaza (P.O. Box 8001), Lompoc, CA 93438-8001

Applying for (Name of Board, Commission, or Committee) EDC

Name: Brandon Bridge e-mail: bbridge25@gmail.com

Address: 331 S. D St Home phone: N/A

Lompoc Ca 93436 Work phone: 970-443-5519

Are you 18 yrs or older? yes Age (*Youth* Commission Applicants ONLY) _____

Are you a registered voter? yes If no, please explain: _____

IMPORTANT

Appointees of certain Boards, Commissions, or Committees will be required to complete a Statement of Economic Interest as required by California Government Code Section 87200 et seq. and the City of Lompoc Conflict of Interest Code.

This application is considered a public record pursuant to The California Public Records Act (Government Code 6520 et seq.) and may be made available to any member of the public upon request.

Educational Background

High School Graduate; or Location: Thomas B. Doherty
 GED

College/University	Major	Degree/Date
<u>Colorado State University</u>	<u>Speech comm</u>	<u>2007</u>
_____	_____	_____

Other formal education _____

Work Experience

List all employment during the last three years. If retired, list last employer.

Date	Employer	Position/Title
<u>2013 2014 - current</u>	<u>BBS</u>	<u>Partner</u>
_____	_____	_____
_____	_____	_____

References

We ask that you provide three (3) references (non related) – either business or personal

PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name	Phone No.	Relationship	Years Acquainted
John Linn		landlord	3+
Randall Sena	805 588-9479	colleague	20+
Michael Singh		employee	10+

Have you ever been convicted of a misdemeanor or felony? no If yes, please explain _____

List civic activities, clubs, associations, etc.:

CASA volunteer

Briefly state your reasons for interest in the appointment sought:

interested in Lompoc businesses & development

I hereby certify that all statements made in this application are true and I authorize investigation of all matters contained in the application. I acknowledge that any false statements or misrepresentations on this application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. I am aware that fingerprinting and a background investigation may be required before appointment.

Signature of Applicant [Signature] Date 11/17/17

MINOR'S RELEASE

As the parent/legal guardian of _____ (name of YOUTH applicant) I hereby give permission for my child to participate in all Youth Commission activities, meetings, and events. I understand this is a volunteer position and no employment relationship exists between my child and the City of Lompoc. I further agree to hold harmless the City of Lompoc in regards to any personal injury sustaining by my child during the time he/she is engaged in the voluntary activities with the City of Lompoc and the Youth Commission.

Parent/Legal Guardian Name & Signature: _____ Date: _____

(REMOVE Attachments A & B (Statement of Ethical Principles) and retain for your records).

FOR USE BY CITY CLERK'S DEPARTMENT:

Application Received By: _____

If applicable, Date Appointed: _____

Term Expires: _____

Date Form 700 Filed: _____

RECEIVED
(Date Stamp)

NOV 20 2017

CITY OF LOMPOC
CITY CLERK'S OFFICE

City of Lompoc Boards, Commissions, or Committees Application



Return to City Clerk's Department, 100 Civic Center Plaza (P.O. Box 8001), Lompoc, CA 93438-8001

Applying for (Name of Board, Commission, or Committee) Economic Comm.

Name: Barbara Edwards

e-mail: Lakecity@bellsouth.net

Address: 332 West Willow
Ave Lompoc, CA 93436

Home phone: 662-226-1959

Work phone: _____

Are you 18 yrs or older? yes Age (Youth Commission Applicants ONLY) _____

Are you a registered voter? yes If no, please explain: _____

IMPORTANT

Appointees of certain Boards, Commissions, or Committees will be required to complete a Statement of Economic Interest as required by California Government Code Section 87200 et seq. and the City of Lompoc Conflict of Interest Code.

This application is considered a public record pursuant to The California Public Records Act (Government Code 6520 et seq.) and may be made available to any member of the public upon request.

Educational Background

High School Graduate; or
 GED

Location: West Point, ms

College/University
University of Miss

Major
BUSINESS

Degree/Date
1980

Other formal education _____

Work Experience

List all employment during the last three years. If retired, list last employer.

Date
Lake City Collections

Employer
SELF

Position/Title
Owner 30 years

References

We ask that you provide three (3) references (non related) – either business or personal
PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name	Phone No.	Relationship	Years Acquainted
Jessica McRee	805-708-8588	Friend	15 years
Ambr Cliett	212-203-3072	Friend	30 years
Jimmy Vance	662-226-9111	Attorney	30 years

Have you ever been convicted of a misdemeanor or felony? NO If yes, please explain _____

List civic activities, clubs, associations, etc.:
Active member
VFW Ladies Auxiliary Life Time member

Briefly state your reasons for interest in the appointment sought:
I am new to Lompoc (2 years) would love to be more active in my community and give back.

I hereby certify that all statements made in this application are true and I authorize investigation of all matters contained in the application. I acknowledge that any false statements or misrepresentations on this application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. I am aware that fingerprinting and a background investigation may be required before appointment.

Signature of Applicant Barbara Edwards Date 11-16-2017

MINOR'S RELEASE

As the parent/legal guardian of _____ (name of YOUTH applicant) I hereby give permission for my child to participate in all Youth Commission activities, meetings, and events. I understand this is a volunteer position and no employment relationship exists between my child and the City of Lompoc. I further agree to hold harmless the City of Lompoc in regards to any personal injury sustaining by my child during the time he/she is engaged in the voluntary activities with the City of Lompoc and the Youth Commission.

Parent/Legal Guardian Name & Signature: _____ Date: _____

(REMOVE Attachments A & B (Statement of Ethical Principles) and retain for your records).

FOR USE BY CITY CLERK'S DEPARTMENT:		(Date Stamp)
Application Received By:	<u>Stada</u> <u>11/22/2017</u>	
If applicable, Date Appointed:	_____	
Term Expires:	_____	
Date Form 700 Filed:	_____	

City of Lompoc

Boards, Commissions, or Committees Application



Return to City Clerk's Department, 100 Civic Center Plaza (P.O. Box 8001), Lompoc, CA 93438-8001

Applying for (Name of Board, Commission, or Committee): Economic

Development Committee

Name: Joseph Dowdy e-mail: joseph@beachheadcommunications.com

Address: 1311 W. Cypress Ave., B8, Lompoc, CA 93436 Home phone: 805.694.8492 Work
phone: (same)

Are you 18 yrs or older? YES Age (*Youth* Commission Applicants ONLY) _____

Are you a registered voter? YES If no, please explain: _____

IMPORTANT

Appointees of certain Boards, Commissions,*or Committees will be required to complete a Statement of Economic Interest as required by California Government Code Section 87200 et seq. and the City of Lompoc Conflict of Interest Code.

This application is considered a public record pursuant to The California Public Records Act (Government Code 6520 et seq.) and may be made available to any member of the public upon request.

Educational Background

High School Graduate GED; or Location: Lakota High School, Kansas, Ohio

College/University	Major	Degree/Date
<u>Full Sail University</u>	<u>Marketing</u>	<u>Planned Completion 2018</u>

Other formal education: Trained in radio/television and internal/external communications at Defense Information School, a joint services school in Ft. Harrison, IN.

Work Experience

List all employment during the last three years. If retired, list last employer.

Date	Employer	Position/Title
<u>June 2006</u>	<u>Self-Employed</u>	<u>Business Owner</u>
<u>May 2008-January 2009</u>	<u>Liberty Training Institute</u>	<u>Classroom Instructor</u>
<u>November 2006-June 2008</u>	<u>Santa Monica College Small Biz Dev. Ctr.</u>	<u>Community Svc. Spec. II</u>

References

Application for Boards/Commissions/Committees

Pg 1 of 2 We ask that you provide three (3) references (non related) – either business or personal

PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name	Phone No.	Relationship	Years Acquainted
Tim Harrington	(805) 886-7999	He interviewed me for Lompoc Chamber of Commerce board; he said he is happy to be my reference for the EDC	1 year
Ty Talbert	(951) 317-7474	My supervisor at my last duty station in the Marines; we deployed together in Operation Desert Storm (has cancer and may not call back right away, so I am adding two more references)	27 years
Randy Adams	(805) 667-8070	I supervised Randy when we were both stationed together in the Marines	31 years
Radomir Samardzic	(310) 266-8973	Radomir was my customer I worked with to grow his business and a good friend	20 years

Have you ever been convicted of a misdemeanor or felony? NO If yes, please explain _____

List civic activities, clubs, associations, etc.: I have had plans to open a non-profit afterschool program offering STEM activities and have yet to file the paperwork

Briefly state your reasons for interest in the appointment sought:

One of my skills I didn't realize I had, but was pointed out to me by my supervisor at Southern California Edison, was that I am a process specialist. I can look at a system and see what's working and talk with people about it and find a solution. My understanding of my role with the EDC would be that I can look at what's working and not working and discuss how we can improve something that needs improvement. I am also very talented at simplifying processes and concepts so that people can understand them better. I am a professional communicator; and this also would enhance my time with the EDC.

I hereby certify that all statements made in this application are true and I authorize investigation of all matters contained in the application. I acknowledge that any false statements or misrepresentations on this application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. I am aware that fingerprinting and a background investigation may be required before appointment.

Signature of Applicant  Date 12/2/17

MINOR'S RELEASE

As the parent/legal guardian of _____ (name of YOUTH applicant) I hereby give permission for my child to participate in all Youth Commission activities, meetings, and events. I understand this is a volunteer position and no employment relationship exists between my child and the City of Lompoc. I further agree to hold harmless the City of Lompoc in regards to any personal injury sustaining by my child during the time he/she is engaged in the voluntary activities with the City of Lompoc and the Youth Commission.

Parent/Legal Guardian Name & Signature: _____ Date: _____

(REMOVE Attachments A & B (Statement of Ethical Principles) and retain for your records).

RECEIVED

DEC - 1 2017

CITY OF LOMPOC
CITY CLERK'S OFFICE

Application Received By: _____

If applicable, Date Appointed: _____

Term Expires: _____

Date Form 700 Filed: _____

City of Lompoc

Boards, Commissions, or Committees Application



Return to City Clerk's Department, 100 Civic Center Plaza (P.O. Box 8001), Lompoc, CA 93438-8001

Applying for (Name of Board, Commission, or Committee) Economic Dev. Committee

Name: Lisa Andre'

e-mail: lisa.andremedia@gmail.com

Address: P.O. Box 23

CELL
Home phone: 805-245-9502

Los Olivos, CA 93441

Work phone: _____

Are you 18 yrs or older? YES Age (**Youth** Commission Applicants ONLY) _____

Are you a registered voter? YES If no, please explain: _____

IMPORTANT

Appointees of certain Boards, Commissions, or Committees will be required to complete a Statement of Economic Interest as required by California Government Code Section 87200 et seq. and the City of Lompoc Conflict of Interest Code.

This application is considered a public record pursuant to The California Public Records Act (Government Code 6520 et seq.) and may be made available to any member of the public upon request.

Educational Background

High School Graduate; or
 GED

Location: Cabrillo High School

College/University
Antioch University

Major
Business Mgmt.

Degree/Date
B.A.

Other formal education personal development coach / counselor

Work Experience

List all employment during the last three years. If retired, list last employer.

Date	Employer	Position/Title
<u>2013-current</u>	<u>Lisa Andre' & Co.</u>	<u>MULTIMEDIA WRITER, CREATIVE BUSINESS CONSULTANT</u>

References

We ask that you provide three (3) references (non related) – either business or personal

PLEASE OBTAIN PERMISSION FROM INDIVIDUALS BEFORE LISTING THEM AS A REFERENCE.

Name	Phone No.	Relationship	Years Acquainted
Karen Ortiz	588-3774	colleague, friend	8 yrs
Shelly Cone	757-7772	colleague, friend	2.5 yrs
Robbie Kaye (310)	562-4475	client, friend	3 yrs.

Have you ever been convicted of a misdemeanor or felony? No If yes, please explain _____

List civic activities, clubs, associations, etc.: Mentor - world Academy for the future of women
Meals on Wheels - Food deliverer

Lompoc Beekeepers Association - Finance Mgr.

Briefly state your reasons for interest in the appointment sought:

Lompoc has untapped potential; I'd like to assist
with the City's success, allowing all citizens to prosper.

I hereby certify that all statements made in this application are true and I authorize investigation of all matters contained in the application. I acknowledge that any false statements or misrepresentations on this application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. I am aware that fingerprinting and a background investigation may be required before appointment.

Signature of Applicant [Signature] Date 12/5/17

MINOR'S RELEASE

As the parent/legal guardian of _____ (name of YOUTH applicant) I hereby give permission for my child to participate in all Youth Commission activities, meetings, and events. I understand this is a volunteer position and no employment relationship exists between my child and the City of Lompoc. I further agree to hold harmless the City of Lompoc in regards to any personal injury sustaining by my child during the time he/she is engaged in the voluntary activities with the City of Lompoc and the Youth Commission.

Parent/Legal Guardian Name & Signature: _____ Date: _____

(REMOVE Attachments A & B (Statement of Ethical Principles) and retain for your records).

FOR USE BY CITY CLERK'S DEPARTMENT:

Application Received By: _____

If applicable, Date Appointed: _____

Term Expires: _____

Date Form 700 Filed: _____

RECEIVED (Date Stamp)

DEC - 5 2017

CITY OF LOMPOC
CITY CLERK'S OFFICE



City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Honorable Mayor and Council Members

FROM: Joseph W. Pannone, City Attorney
jpannone@awattorneys.com

Jeff Malawy, Assistant City Attorney
jmalawy@awattorneys.com

SUBJECT: Legal Update and Options for Local Regulation of Drones and Direction Deemed Appropriate by City Council

Recommendation:

Staff recommends the City Council consider the legal update provided by the City Attorney's Office and direct staff to either:

- 1) Prepare an ordinance limiting the times and locations within the City where drones can take off and land; or
- 2) Do not prepare such an ordinance; or
- 3) Provide other direction, as deemed appropriate.

Summary:

Existing Federal and State laws regulate the operation of drones, as described in this staff report. Local authority to exceed the existing Federal and State laws is very likely limited to regulating where and when drones may take off and land. The City of Lompoc (City) may also enforce existing State of California laws and existing City ordinances that apply to drone use, such as the State "Peeping Tom" law.

Background:

At the August 16, 2016, City Council meeting, the City Attorney's Office presented a draft ordinance to regulate drone operations within the City. At the time, a bill to regulate drones was making its way through the State Legislature (SB 868). The bill was voted down in committee. The City Council directed staff to reconsider the ordinance based on the failure of SB 868 and address other comments made by the public at the August 16, 2016, meeting and report back to the City Council. Since that time, the state of drone law

continues to be in flux. New Federal regulations have taken effect and court cases continue to develop and interpret existing law.

Discussion:

I. FEDERAL DRONE LAWS

Federal laws applicable to drones include (i) the Federal Aviation Administration (FAA) Modernization and Reform Act of 2012 (Modernization Act)¹, including the Special Rule for Model Aircraft; and (ii) regulations entitled “Operation and Certification of Small Unmanned Aircraft Systems,” known as “Part 107,” which took effect in August 2016.²

A. Modernization Act

The Modernization Act recognizes three primary categories of unmanned aircraft: model aircraft (regulated by the Special Rule for Model Aircraft), civil drones (regulated by Part 107), and public drones (used by a government agency).

B. Special Rule for Model Aircraft

Drones and traditional model aircraft that are less than 55 pounds, flown solely for hobby or recreational purposes, and flown within the visual line-of-sight of the operator qualify as “model aircraft” under the Federal regulations.³ The only Federal regulations on model aircraft are the following:

- The aircraft must be “operated in accordance with a community-based set of safety guidelines and within the programming of a nationwide community-based organization”. Essentially, this means an operator needs to be a member of a nationwide community-based organization, like the Academy of Model Aeronautics (AMA), and comply with their operating standards. The AMA has a list of clubs and approved airfields on their website, and it has a list of all operating requirements for members;
- The aircraft must give way to, and not interfere with, any manned aircraft; and
- When flown within 5 miles of an airport, the operator of the aircraft must provide the airport operator and the airport air traffic control tower (when an air traffic facility is located at the airport) with prior notice of the operation [model aircraft

¹ Public Law No. 112-95, especially §§ 331-336.

² 14 C.F.R. Part 107; 80 F.R. 124 (June 28, 2016), p. 42064 *et seq.* These rules are the result of the Notice of Proposed Rulemaking issued in February 2015.

³ Public Law No. 112-95, Section 336. While there is a general consensus in the drone industry that drones and model aircraft are not the same thing, the distinctions between model aircraft and drones is not clearly established under Federal laws and regulations. The FAA permits operation of what most would call a “drone” under the Special Rule for Model Aircraft if it meets the Special Rule’s criteria.

operators flying from a permanent location within 5 miles of an airport should establish a mutually-agreed upon operating procedure with the airport operator and the airport air traffic control tower (when an air traffic facility is located at the airport)].⁴

C. Part 107

All other drones operated by the public that do not qualify as “model aircraft” are regulated by Part 107. Part 107 is a collection of regulations the FAA produced in August 2016. A summary of the Part 107 rules is attached to this staff report as Attachment 1.

Part 107 regulations include:

- Drones may not operate over any person unless that person is within a structure or a stationary vehicle;
- Drones may not operate over moving vehicles;
- Drones may only be operated within *unaided* visual line of sight;
- Drones can only be operated during daylight hours;
- Drones can only operate within class B, C, D, and E airspace with the permission of Air Traffic Control: includes airspace within 5 nautical miles of an airport;
- Drones may not be operated while under the influence of drugs or alcohol;
- Drones may not be operated from a moving vehicle except in sparsely populated areas;
- Drones may not be operated in a careless or reckless manner;
- Drone operators are required to obtain a remote pilot certificate; and
- Drones are restricted to a maximum of 400 feet above ground level (AGL), or no more than 400 feet above a structure that is the subject of the drone operations (for example, inspecting a high voltage electricity transmission tower).

II. THE BROAD SCOPE OF FEDERAL PREEMPTION

The FAA is authorized by Federal law to regulate the use of “navigable airspace” to ensure the safety of aircraft and the efficient use of airspace.⁵ In plain language, the FAA

⁴ Public Law 112-95, Section 336.

⁵ 49 U.S.C. § 40103(b)(1).

has stated it is “responsible for air safety from the ground up.”⁶ That authorization includes the ability to regulate drones.

The FAA takes the position Federal drone law preempts all local regulation of drones while in the air. Although no California court or Federal court has decided the issue, it is very likely the federal regulations preempt local regulation of all issues addressed in the Federal regulations, including the operation of drones while in the air and the requirements for drone pilots.

1. *Case in Point* – Singer v. Newton (2017)

A recent case from the State of Massachusetts shows the scope of Federal preemption in action. The City of Newton, a charter city in the State of Massachusetts, adopted an ordinance regulating drones in December 2016, which was challenged in Federal Court. A Federal judge struck down all of the challenged provisions, finding they were preempted by Federal law. The provisions that were struck down are as follows:

- A provision requiring all drone owners to register their drones with the city;
- A provision prohibiting the operation of drones out of the operator’s line of sight or in certain areas without a permit or express permission;
- A provision banning the use of drones below an altitude of 400 feet over private property without express permission of the owner of the private property; and
- A provision banning the use of a drone over city property without prior permission.

III. STATE LAWS APPLICABLE TO DRONES

A. Invasion of Privacy

Civil Code section 1708.8 makes it a physical invasion of privacy to knowingly enter the airspace above the land of another person without permission in order to capture any type of visual image, sound recording, or other physical impression of a person engaging in a private, personal, or familial activity, if the invasion occurs in a manner that is offensive to a reasonable person.

The Peeping Tom law, Penal Code subdivision 647(j)(1), makes it a misdemeanor to view someone with a camera, video recorder, or other instrumentality in the interior of any area (including a bedroom or bathroom) in which the person has a reasonable expectation of privacy, with the intent to invade the privacy of the person. That would be applicable to a drone user who mounted a camera or video recorder on the drone.

⁶ “Busting Myths about the FAA and Unmanned Aircraft—Update” available at <https://www.faa.gov/news/updates/?newsid=76381> (last accessed December 20, 2017).

B. Immunity for Emergency Responders

Senate Bill 807 (2016) makes emergency responders, public entities, and public employees immune from liability for damage to an unmanned aircraft if such person or entity was providing emergency services and the unmanned aircraft was interfering with the emergency services.⁷

C. Misdemeanor for Impeding Emergency Responders

Under California law, it is a misdemeanor for a person to impede emergency personnel or military personnel in the performance of their duties in coping with an emergency, unless it is part of that person's employment duties to view the scene or the activities. Assembly Bill 1680 (2016) adds to the definition of "person" any person who is operating a drone, regardless of their location.⁸

D. Prohibitions of Dangerous Conduct

In addition to State law explicitly aimed at drone use, *any* State law prohibiting conduct that would endanger a person or property would also likely apply to conduct committed by using a drone. That may authorize law enforcement actions to prevent imminent loss of life, bodily injury, etc.

E. Civil and Criminal Trespass Laws

Finally, State civil trespass laws would also potentially apply to a trespass committed with a drone.⁹ For example, a property owner may be able to bring a civil suit against someone operating a drone without a camera over their backyard, alleging the property owner's property interests were interfered with by the drone operator (Penal Code subdivision 647(j)(1) was discussed previously under "Invasion of Privacy") or, a property owner may be able to seek the assistance of law enforcement if a drone actually lands on the property. Due to the peculiar nature of criminal trespass laws, and the possible concurrent application of civil liability, the City's police department should consider opening a dialogue with the District Attorney's office regarding possible criminal prosecutions of drone incursions onto private property.

IV. FLYING NEAR AIRPORTS

As explained above, drones that qualify as "model aircraft" may not operate within 5 miles of an airport without notifying the airport and air traffic control (if there is an air traffic control). Other drones within 5 nautical miles of an airport are not allowed without prior notice *and authorization* from air traffic control.¹⁰ Figure B.1 in Attachment 2 shows

⁷ Civil Code § 43.101; Government Code § 853.

⁸ Penal Code § 402.

⁹ See Penal Code § 602 *et seq.*

¹⁰ 14 C.F.R. § 107.41.

approximate 5-nautical-mile radii around the City Airport and Vandenberg Air Force Base (VAFB). Some operators would need to receive an airspace waiver and/or airspace authorization to operate within 5 nautical miles of both airports in order to avoid the air traffic control pre-notification and permission requirements.

Additionally, no person may operate a drone in prohibited or restricted areas without permission from the controlling agency.¹¹ Figure B.2 in Attachment 2 shows the restricted airspace surrounding VAFB.

V. OPTION FOR LOCAL REGULATION – LAND USE

Due to the extensive preemption of this area by Federal and State law, the best option for local regulation is through the City's power to regulate land use. Additionally, many ordinances already in place can also be applied to drones.

A. Land Use Regulations

Specifically, the City could limit the times and locations within the City where drones can take off and land. Such regulations would effectively limit the areas in the City where drones can fly since drones can only be flown within the unaided visual line of sight of the drone operator.

B. Existing Ordinances

The City may also apply existing ordinances to drones. For example:

- Lompoc Municipal Code (LMC) section 8.08.020, "General Noise Regulation";
- LMC section 9.04.020, "Nighttime Curfew for Minors," could be applied to unaccompanied minors flying drones between the hours of 10:00 p.m. and 6:00 a.m.; and
- LMC section 9.08.010, "Prohibiting the Discharge of Guns and Similar Devices," could likely be applied to drone users launching projectiles from a drone.

VI. OTHER CALIFORNIA CITIES

Not surprisingly, given the evolving nature of drone law and drone use, California cities have taken several different approaches to regulating drone use.

- Many do not have any regulations in place.
- Some cities have essentially made it a violation of local law to violate any Federal law concerning drones. While not creating any new regulations, that approach tries to allow local officials to enforce the Federal laws. It also is

¹¹ 14 C.F.R. § 107.45.

almost certainly illegal due to Federal preemption and attempts to enforce those regulations would likely be struck down if challenged. Consequently, that approach is not recommended.

- Other cities have adopted ordinances that prohibit use of drones in a reckless manner or in a manner that violates privacy rights. Since those issues are already addressed by Federal and State law, such ordinances would likely be struck down if challenged, on grounds of preemption.

Fiscal Impact:

If the City Council directs staff to return with an ordinance to regulate drones, then some additional staff and City Attorney time will be spent preparing the ordinance and the related staff report. If the ordinance is adopted, then staff and City Attorney time will be spent enforcing the ordinance and some revenue may be generated if fines are authorized for violations of the new regulations.

Conclusion:

Federal and State law concerning drones is still very much in flux. It is anticipated Federal and State law on drones will change multiple times in the next few years, and court cases dealing with drone laws will also start to clarify the law.

City ordinances regulating drone use will be on the surest footing if they are based on a city's power to regulate land use – specifically, where and when a drone can take off and land – as well as applying existing State laws and ordinances to drones and drone users. All other regulations, given the current state of the law, will likely be subject to Federal or State preemption and would likely be struck down if challenged.

Finally, it should be noted, this staff report does not address the use of drones *by the City* for public purposes, such as police enforcement or disaster response. Drone use by local agencies is also regulated by Federal law, but it is a separate topic the Police Department and City Attorney's Office will be discussing in the coming weeks.

Respectfully submitted,

Joseph W. Pannone, City Attorney

Jeff Malawy, Assistant City Attorney

Attachments: 1) Part 107 Regulations
2) Radius Maps

ATTACHMENT 1

SUMMARY OF SMALL UNMANNED AIRCRAFT RULES (PART 107)

This summary was created by the FAA and is available at https://www.faa.gov/uas/media/Part_107_Summary.pdf.

SUMMARY OF SMALL UNMANNED AIRCRAFT RULE (PART 107)

Operational Limitations	<ul style="list-style-type: none">• Unmanned aircraft must weigh less than 55 lbs. (25 kg).• Visual line-of-sight (VLOS) only; the unmanned aircraft must remain within VLOS of the remote pilot in command and the person manipulating the flight controls of the small UAS. Alternatively, the unmanned aircraft must remain within VLOS of the visual observer.• At all times the small unmanned aircraft must remain close enough to the remote pilot in command and the person manipulating the flight controls of the small UAS for those people to be capable of seeing the aircraft with vision unaided by any device other than corrective lenses.• Small unmanned aircraft may not operate over any persons not directly participating in the operation, not under a covered structure, and not inside a covered stationary vehicle.• Daylight-only operations, or civil twilight (30 minutes before official sunrise to 30 minutes after official sunset, local time) with appropriate anti-collision lighting.• Must yield right of way to other aircraft.• May use visual observer (VO) but not required.• First-person view camera cannot satisfy "see-and-avoid" requirement but can be used as long as requirement is satisfied in other ways.• Maximum groundspeed of 100 mph (87 knots).• Maximum altitude of 400 feet above ground level (AGL) or, if higher than 400 feet AGL, remain within 400 feet of a structure.• Minimum weather visibility of 3 miles from control station.• Operations in Class B, C, D and E airspace are allowed with the required ATC permission.• Operations in Class G airspace are allowed without ATC permission.• No person may act as a remote pilot in command or VO for more than one unmanned aircraft operation at one time.• No operations from a moving aircraft.• No operations from a moving vehicle unless the operation is over a sparsely populated area.• No careless or reckless operations.• No carriage of hazardous materials.
--------------------------------	--

	<ul style="list-style-type: none"> • Requires preflight inspection by the remote pilot in command. • A person may not operate a small unmanned aircraft if he or she knows or has reason to know of any physical or mental condition that would interfere with the safe operation of a small UAS. • Foreign-registered small unmanned aircraft are allowed to operate under part 107 if they satisfy the requirements of part 375. • External load operations are allowed if the object being carried by the unmanned aircraft is securely attached and does not adversely affect the flight characteristics or controllability of the aircraft. • Transportation of property for compensation or hire allowed provided that- <ul style="list-style-type: none"> ○ The aircraft, including its attached systems, payload and cargo weigh less than 55 pounds total; ○ The flight is conducted within visual line of sight and not from a moving vehicle or aircraft; and ○ The flight occurs wholly within the bounds of a State and does not involve transport between (1) Hawaii and another place in Hawaii through airspace outside Hawaii; (2) the District of Columbia and another place in the District of Columbia; or (3) a territory or possession of the United States and another place in the same territory or possession. • Most of the restrictions discussed above are waivable if the applicant demonstrates that his or her operation can safely be conducted under the terms of a certificate of waiver.
<p>Remote Pilot in Command Certification and Responsibilities</p>	<ul style="list-style-type: none"> • Establishes a remote pilot in command position. • A person operating a small UAS must either hold a remote pilot airman certificate with a small UAS rating or be under the direct supervision of a person who does hold a remote pilot certificate (remote pilot in command). • To qualify for a remote pilot certificate, a person must: <ul style="list-style-type: none"> ○ Demonstrate aeronautical knowledge by either: <ul style="list-style-type: none"> ▪ Passing an initial aeronautical knowledge test at an FAA-approved knowledge testing center; or ▪ Hold a part 61 pilot certificate other than student pilot, complete a flight review within the previous 24 months, and complete a small UAS online training course provided by the FAA. ○ Be vetted by the Transportation Security Administration. ○ Be at least 16 years old. • Part 61 pilot certificate holders may obtain a temporary remote pilot certificate immediately upon submission of their application for a permanent certificate. Other applicants will obtain a temporary remote pilot certificate upon successful completion of TSA security vetting. The FAA anticipates that it will be able to issue a temporary remote pilot certificate within 10 business days after receiving a completed remote pilot certificate application. • Until international standards are developed, foreign-

	<p>certificated UAS pilots will be required to obtain an FAA-issued remote pilot certificate with a small UAS rating.</p> <p>A remote pilot in command must:</p> <ul style="list-style-type: none"> • Make available to the FAA, upon request, the small UAS for inspection or testing, and any associated documents/records required to be kept under the rule. • Report to the FAA within 10 days of any operation that results in at least serious injury, loss of consciousness, or property damage of at least \$500. • Conduct a preflight inspection, to include specific aircraft and control station systems checks, to ensure the small UAS is in a condition for safe operation. • Ensure that the small unmanned aircraft complies with the existing registration requirements specified in § 91.203(a)(2). <p>A remote pilot in command may deviate from the requirements of this rule in response to an in-flight emergency.</p>
<p>Aircraft Requirements</p>	<ul style="list-style-type: none"> • FAA airworthiness certification is not required. However, the remote pilot in command must conduct a preflight check of the small UAS to ensure that it is in a condition for safe operation.
<p>Model Aircraft</p>	<ul style="list-style-type: none"> • Part 107 does not apply to model aircraft that satisfy all of the criteria specified in section 336 of Public Law 112-95. • The rule codifies the FAA's enforcement authority in part 101 by prohibiting model aircraft operators from endangering the safety of the NAS.

ATTACHMENT 2

Figure B.1: Approximate 5-nautical mile radius around VAFB and Lompoc City Airport.

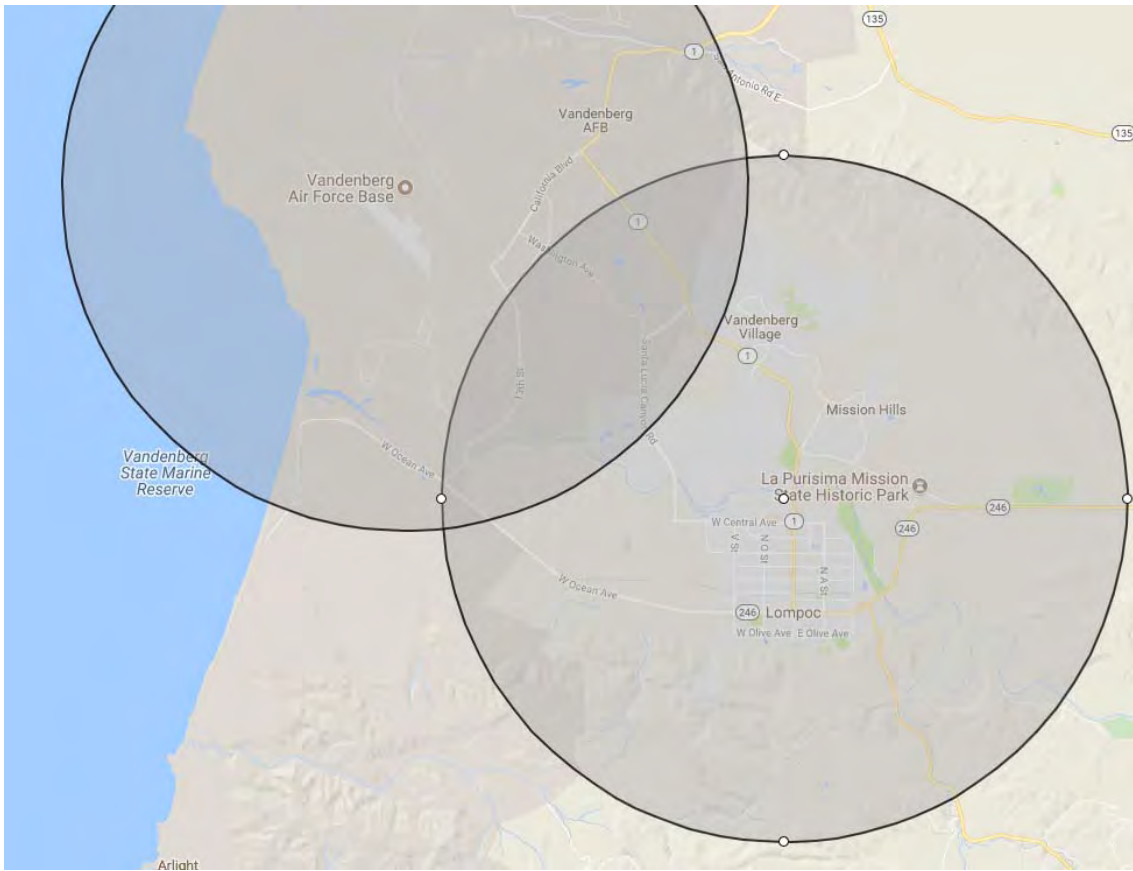
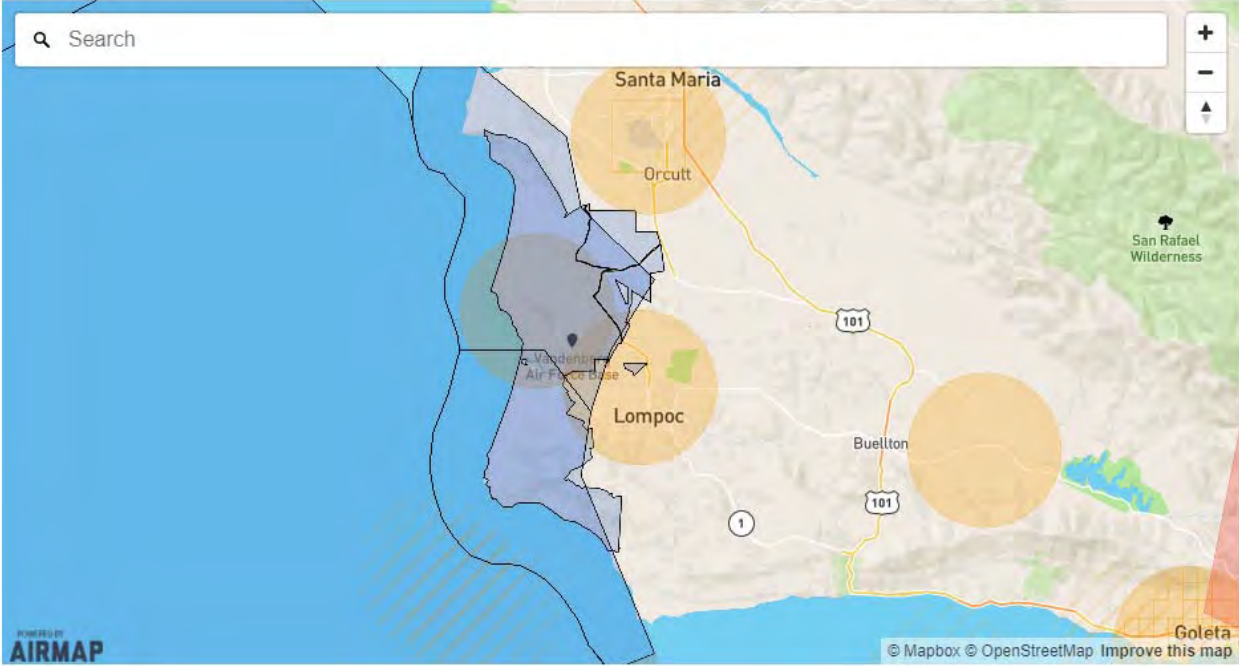


Figure B.2: Restricted airspace surrounding VAFB.





City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Honorable Mayor and Council Members

FROM: Joseph W. Pannone, City Attorney
jpannone@awattorneys.com

Jeff Malawy, Assistant City Attorney
jmalawy@awattorneys.com

SUBJECT: Introduction of Ordinance No. 1644(18) Assigning to the City Council the Mobilehome Rent Stabilization Board's Responsibilities, as Established by Lompop Municipal Code Chapter 5.60 and Other Direction as Deemed Appropriate

Recommendation:

The City Council:

1. Introduce for first reading, by title only with further reading waived, Ordinance No. 1644(18), Amending Chapter 5.60 of the Lompop Municipal Code regarding the Mobilehome Rent Stabilization Board (attached); and
2. Provide other direction, as deemed appropriate.

Background/Discussion:

Chapter 5.60 of the Lompop Municipal Code (LMC) creates a process for tenants and owners of mobilehome parks to resolve rent disputes. That Chapter established a separate body, the Mobilehome Rent Stabilization Board (Board), to preside over and conduct the resolution process. Over the years, the City has, at times, found it very difficult to fill the seats on the Board. In fact, not too long ago, the City Council changed the qualifications of the Board Members to allow commissioners from other City Commissions to help fill those positions. To even more streamline the process for filling the Board seats and to reduce the number of separate commissions, committees and boards serviced by City staff, the former City Manager recommended the Planning Commission be assigned the Board's duties.

At the meeting of December 19, 2017, when reviewing that matter, the City Council decided not to assign those duties to the Planning Commission, but rather wanted them assigned to the City Council, on an interim basis. Ordinance No. 1644(18) does that.

January 16, 2018

Introduction of Ordinance No. 1644(18) Regarding Mobilehome Rent Stabilization Board

Page 2 of 3

Other than a change in the Board's composition and meeting dates, all other aspects of the duties of the Board would remain the same.

In addition, the City Council asked for information regarding how other cities handle rent issues for mobilehome parks and what regulations the State may have imposed. With that information the City Council wanted to review the purpose and need of LMC Chapter 5.60 in general and specifically with regard to the process for reviewing requests for increases in the amount of rent above the set limits.

Other Cities and Santa Barbara County –

Over 100 cities in California have rent control regulations for mobilehome parks. The policy rationale for that is a mobilehome is typically owned by the occupant and the occupant rents only the space used to place that mobilehome in the mobilehome park. The costs to purchase and have a mobilehome placed in a park are substantial. Without mobilehome park rent control the space rent could be raised above market levels, which would likely be too high for the mobilehome owner to afford. The result would then be that owner must either pay many thousands of dollars to move the mobilehome (which typically is not affordable to the owner) or abandon the mobilehome in place, along with that owner's investment in that home.

A majority of the cities in Santa Barbara County and the County itself, for the unincorporated areas, control the increases in rent that can be imposed by mobilehome park owners. Of the eight cities in the County, four (Buellton, Carpinteria, Goleta and Lompoc) limit those increases to 75% of the CPI. One (Santa Barbara) limits increases to the lesser of 75% of CPI or 3% of the then current rent. The County of Santa Barbara also has the 75% of CPI limit.

In those jurisdictions noted above, if a mobilehome park owner wants to increase rent above the limit, then that must be approved by a board (in Carpinteria and Lompoc) or an arbitrator (in Buellton, Goleta and Santa Barbara, as well as Santa Barbara County). Due to case law, that arbitration cannot be binding. The participants must be able to challenge the arbitrator's decision in court, in the same way Board decisions under the City's current rent increase process can be challenged in court.

A few cities (Marina and Sonoma, for example) use the State Office of Administrative Hearings (OAH) for the review of increases in rent above the established minimums. The park owners are typically required to pay the OAH fees, but could recover those fees as part of any increase in rent. Again, the results of that process could be challenged in court. If a park owner challenged an OAH decision in court, the city would be the named defendant. The city could choose to defend the OAH decision or stay neutral and not participate in that litigation. The mobilehome park tenants could intervene to defend the OAH decision if they wished.

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Introduction of Ordinance No. 1644(18) Regarding Mobilehome Rent Stabilization Board

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State Regulations –

There are no specific rent control regulations imposed by State law. That has been left to each local jurisdiction's discretion. There are certain maintenance, guest, utility hook up, pet and other fees a mobilehome park owner cannot charge a tenant. However, if some of those costs could result in a park owner having a negative investment, then those could be reason to support an increase in the tenants' rent above whatever local increase is allowed.

Fiscal Impact:

If the City Council assigns itself the duties of the Mobilehome Rent Stabilization Board, then it is anticipated some degree of General Fund savings would be realized. Those savings would result from a reduction in personnel and administrative costs expended to service an additional City board, with separate meeting dates, agenda preparation and posting.

Conclusion:

The City Council is requested to introduce Ordinance No. 1644(18) and provide whatever other direction deemed appropriate.

Respectfully submitted,

Joseph W. Pannone, City Attorney

Jeff Malawy, Assistant City Attorney

Attachment: Ordinance No. 1644(18)

Ordinance No. 1644(18)

**An Ordinance of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Amending Chapter 5.60 of the Lompoc Municipal Code,
Regarding the Mobilehome Rent Stabilization Board**

WHEREAS, Lompoc Municipal Code (LMC) Chapter 5.60 established a Mobilehome Rent Stabilization Board (Board) to assist mobilehome park owners and renters to resolve rental disputes; and

WHEREAS, over the years it has been difficult for the City of Lompoc (City) to always fill the full complement of seats on the Board; and

WHEREAS, there are also additional costs to the City for the operation of a separate body to handle that dispute resolution; and

WHEREAS, based the foregoing the City Council has determined it is in the City's interest to have the City Council perform the functions of the Board as currently described in LMC Chapter 5.60.

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

SECTION 1. The definition of Board as set forth in LMC section 5.60.010 is hereby amended to read as follows:

“Board” means the City Council acting in the capacity as the Mobilehome Rent Stabilization Board.

SECTION 2. LMC Section 5.60.030 is hereby amended in its entirety to read as follows:

Section 5.60.030 Mobilehome Rent Stabilization Board.

- A. The City Council shall serve as, and provide the duties and functions of, the Mobilehome Rent Stabilization Board. While carrying out the duties of this Chapter, the City Council will not be considered acting in the capacity of a separate board.
- B. General Functions. The Mobilehome Rent Stabilization Board shall hear requests for increases, as hereinafter provided, concerning rents in mobilehome parks located in the City. The Board is empowered to set and adjust maximum rents for mobilehome park tenancies in accordance with this Chapter. The Board may adopt such rules and regulations as it may deem necessary to carry out its functions.

- C. Meetings. The Board shall fulfill its duties pursuant to this Chapter as part of its regular, regular adjourned or special City Council meetings.
- D. Officers. The officers of the Board shall be the officers of the City Council.
- E. Secretary/Advisors. The City Manager shall appoint one or more appropriate staff members to serve as secretary and advisors for the City Council when conducting Board business.

SECTION 3. This Ordinance shall take effect 30 days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

This Ordinance was introduced on January 16, 2018, and duly adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on February 6, 2018, by the following electronic vote:

PASSED AND ADOPTED this 6th day of February, 2018, by the following electronic vote:

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

Bob Lingl, Mayor
City of Lompoc

Attest:

Stacey Haddon, City Clerk
City of Lompoc



City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Teresa Gallavan, Interim City Manager

FROM: Richard Fernbaugh, Aviation/Transportation Administrator
rfernbaugh@ci.lompoc.ca.us

SUBJECT: Hangar and Tie-Down Rental Rate Adjustments at Lompoc Airport;
Adoption of Resolution No. 6151(18)

Recommendation:

Staff recommends the City Council:

- 1) Receive staff input, take public testimony; and
- 2) Adopt Resolution No. 6151(18) which sets fees for hangar and tie-down rentals at the Lompoc Airport effective July 1, 2018 (attached).

Background:

At the June 21, 2016, City Council Meeting, the City Council adopted Resolution No. 6022(16) which adjusted rental fees at the Lompoc Airport for both hangars and tie-down areas over fiscal years 2016-2017 and 2017-2018. The final rental fee adjustment became effective July 1, 2017.

The Airport budget is faced with ongoing financial challenges. In order to develop and maintain a reserve for future infrastructure needs such as apron reconstruction, runway and taxiway relighting, overlays, fencing and security needs, as well as building and other repair needs, rental rates periodically need to be adjusted.

Currently, City-owned hangar rates are well below market rate as evidenced by the rental rate for private, newer built T-hangars at the Lompoc Airport, which are renting for \$350 to \$450 per month. Monthly T-hangar rates in Santa Barbara are \$821 per month; Santa Ynez – \$360-\$430 per month; Camarillo – \$303-\$394 per month; San Luis Obispo – \$495-\$775 per month; and Santa Maria – \$185-\$242 per month.

Discussion:

Resolution No. 6151(18) would provide monthly rental fees to increase 10%, effective July 1, 2018, and another 10% effective July 1, 2019, for City-owned hangars. Monthly

fees for tie-downs would increase by 10% effective July 1, 2018, and another 10% effective July 1, 2019. The proposed increases will put City owned T-hangars in the \$277 to \$353 range, effective July 1, 2018, which keeps the Airport in a competitive range for the surrounding area and will also provide additional funds for future Airport projects. There are currently no hangar vacancies (Airport owned or private) at the Airport with a waiting list of 10.

Resolution No. 6151(18) would also continue to authorize the Aviation/Transportation Administrator to sign contracts and other documents needed to implement that fee structure; provided, that such documents are in a form acceptable to the City Attorney.

Fiscal Impact:

As an enterprise fund, the Airport is a standalone entity with revenues derived from Airport operations used to pay for Airport expenses. Rentals of Airport property (buildings and grounds) are a primary source of revenues for the Airport to sustain operations. No General Fund resources are used to subsidize the Airport. Rental revenues, as well as revenue from fuel sales and short and long-term leases, are the primary funding sources for operations at the Airport.

Accumulated fund balances (net revenues in excess of Airport expenses) from Airport operations are the primary source of local matches needed to support capital improvement grants obtained from the Federal Aviation Administration to further the Airport's long-range master plan. These rental adjustments will continue a reliable revenue stream for the Airport.

Following are the rental rate changes as proposed in Resolution No. 6151(18):

City-Owned Hangars – Monthly Rates Hangars	Square Footage of Hangar (Approx.)	Current	Effective July 1, 2018	Effective July 1, 2019
A/B 2,3,4,5	885	\$252	\$277	\$304
C/D 2,3,4,5	1,000	\$281	\$309	\$340

City-Owned Hangars – Monthly Rates Hangars	Square Footage of Hangar (Approx.)	Current	Effective July 1, 2018	Effective July 1, 2019
A/B 1,6	1,035	\$292	\$321	\$353
C/D 1,6	1,160	\$321	\$353	\$389

Tie-Downs Type of Aircraft	Current Monthly Rate	Effective July 1, 2018	Effective July 1, 2019
Single-Engine	\$60	\$66	\$73
Twin-Engine	\$69	\$76	\$83
Type of Aircraft	Current Daily Rate	Effective July 1, 2018	Effective July 1, 2019
Single-Engine	\$10	\$11	\$12
Twin-Engine	\$12	\$13	\$14

Privately-Owned Hangars – Monthly Rate	Approx. Square Footage	Current	Effective July 1, 2018	Effective July 1, 2019
Very Small (1)	729	\$102	\$112	\$123
Small (10)	1,100	\$138	\$151	\$166
Medium (2)	1,500	\$152	\$167	\$183
Large (2)	2,000	\$163	\$179	\$197

Conclusion:

Staff presented the proposed rent increases for discussion at the Airport Commission meeting in January 2018. The Commission did not vote on the issue because the Commission is not charged with the duty to make recommendations on Airport rates and charges.

Respectfully submitted,

Richard Fernbaugh, Aviation/Transportation Administrator

APPROVED FOR SUBMITTAL TO THE INTERIM CITY MANAGER:

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

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Teresa Gallavan, Interim City Manager

Attachment: Resolution No. 6151(18)

RESOLUTION NO. 6151(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Establishing Fees for Hangar and
Tie-Down Rentals at the Lompoc Airport**

WHEREAS, the City Council is authorized to establish fees for hangar and tie-down rentals at the Lompoc Airport; and

WHEREAS, on January 16, 2018, the City Council held a duly noticed public hearing regarding the establishment of new fees for rental of public hangars, of space for private hangars and of public tie-downs; and

WHEREAS, at the meeting of January 16, 2018, _____ individuals spoke in opposition to the proposed increases, and _____, individuals spoke in support of the proposed changes; and

WHEREAS, after hearing public testimony and staff's report and recommendation and reviewing all the written presentations, the City Council has determined the proposed new fees are necessary to help offset the costs incurred by the City of Lompoc in operating the Lompoc Airport.

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

SECTION 1. Pursuant to Chapter 4.04.070 of the Lompoc Municipal Code, the following rental fees are hereby established:

City-Owned Hangars – Monthly Rates Hangars	Square Footage of Hangar (Approx.)	Current	Effective July 1, 2018	Effective July 1, 2019
A/B 2,3,4,5	885	\$252	\$277	\$304
C/D 2,3,4,5	1,000	\$281	\$309	\$340

City-Owned Hangars – Monthly Rates Hangars	Square Footage of Hangar (Approx.)	Current	Effective July 1, 2018	Effective July 1, 2019
A/B 1,6	1,035	\$292	\$321	\$353
C/D 1,6	1,160	\$321	\$353	\$389

Tie-Downs Type of Aircraft	Current Monthly Rate	Effective July 1, 2018	Effective July 1, 2019
Single-Engine	\$60	\$66	\$73
Twin-Engine	\$69	\$76	\$83
Type of Aircraft	Current Daily Rate	Effective July 1, 2018	Effective July 1, 2019
Single-Engine	\$10	\$11	\$12
Twin-Engine	\$12	\$13	\$14

Privately-Owned Hangars – Monthly Rate	Approx. Square Footage	Current	Effective July 1, 2018	Effective July 1, 2019
Very Small (1)	729	\$102	\$112	\$123
Small (10)	1,100	\$138	\$151	\$166
Medium (2)	1,500	\$152	\$167	\$183
Large (2)	2,000	\$163	\$179	\$197

SECTION 2. Authority to approve Airport contracts that may be necessary to implement the fees and charges established by this Resolution is granted to the City of Lompoc’s Aviation/Transportation Administrator; provided, that such documents are in a form acceptable to the City Attorney.

SECTION 3. Inconsistent Fee Resolutions Rescinded. All provisions of prior City Council resolutions, including, but not limited to those in Resolution No. 6022(16), establishing fees, which conflict with the terms hereof, are hereby superseded and rescinded.

SECTION 4. The fee amounts and related effective dates for the fee amounts identified in Section 1, above, shall be added to or amended in the City’s current Master Fee Schedule’s section titled “Public Works – Airport and Transit”.

SECTION 5. Effective Date. This Resolution is effective on the day of its adoption. The rental fees established in Section 1 are effective July 1, 2018, and July 1, 2019, as indicated in the tables for each fee category.

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on January 16, 2018, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc



City Council Agenda Item

City Council Meeting Date: January 16, 2018

TO: Honorable Mayor and Council Members

FROM: Teresa Gallavan, Interim City Manager
t_gallavan@ci.lompoc.ca.us

Joseph W. Pannone, City Attorney
jpannone@awattorneys.com

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

Gerald Kuras, Fire Chief
g_kuras@ci.lompoc.ca.us

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

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

SUBJECT: Introduction of Ordinance No. 1645(18) Allowing Medical Cannabis Dispensaries and Manufacturing Within the City; and Adoption of Resolution No. 6154(18) Establishing Regulations for Medical Cannabis Dispensaries and Manufacturers and Resolution No. 6155(18) Establishing Fees, Charges and Deposits for Processing, Reviewing and Auditing Applications for those Activities; Receiving and Filing the Application Form for those Activities

Recommendation:

Based on previous City Council direction, staff recommends the City Council:

1. Introduce for first reading by title only, with further reading waived, Ordinance No. 1645(18) Amending Chapter 9.36 of the Lompoc Municipal Code (LMC) regarding medical cannabis dispensaries and manufacturers in the City of Lompoc (City) (Attachment 1);

January 16, 2018

Introduction of Ordinance No. 1645(18) and Adoption of Resolutions No. 6154(18) and 6155(18) Regarding Medical Cannabis Use In Lompoc

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2. Adopt Resolutions No. 6154(18) and 6155(18) regarding regulations and fees for medical commercial cannabis dispensaries and manufacturers (Attachments 2 and 3), and
3. Receive and file the application form for processing, reviewing and auditing medical commercial cannabis dispensaries and manufacturers use licenses (Attachment 4), or
4. Provide other direction.

Background:

At your November 7, 2017, meeting, Ordinance No. 1640(17) was adopted, which amended Chapter 9.36 of the LMC to provide for the City's issuance of licenses for operations of all commercial cannabis activities, except outdoor cultivation. Chapter 9.36 restricts when and where such activities can commence, provides some odor control and requires annual self-certifications, payment of fees and taxes and use of video monitoring systems.

The effectiveness of that ordinance was suspended because a timely petition for a referendum regarding that ordinance was timely filed on December 7, 2017, and met *prima facie* review by the City's Elections Official. The signatures on that petition are being reviewed by the County of Santa Barbara Registrar (Registrar), with completion anticipated to occur on or before January 23, 2018.

In anticipation of the filing of that referendum, the City Council directed staff to bring to Council an ordinance and related documents that would allow medical commercial cannabis dispensaries and manufacturers to operate in the City. This item complies with that direction.

Discussion:

Ordinance No. 1645(18) –

Ordinance No. 1645(18) will allow only medical commercial cannabis dispensaries and manufacturers to open and operate within the City. The City is authorized, by Proposition 64, to limit commercial cannabis uses to those activities, as well as to regulate them. The structure and processes set forth in Ordinance No. 1645(18) are similar to, but substantially different from, what was authorized by Ordinance No. 1640(17). The differences are the new ordinance only allows two types of commercial cannabis businesses and only if they are operated for medical purposes; whereas, the previous ordinance allowed all commercial cannabis businesses, except outdoor commercial cultivation. With those significant differences, the new ordinance will not thwart the intent of those who signed the referendum petition, which was focused on the prior ordinance

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Introduction of Ordinance No. 1645(18) and Adoption of Resolutions No. 6154(18) and 6155(18) Regarding Medical Cannabis Use In Lompoc

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allowing an unlimited number of all types of cannabis businesses operating within the City.

If the City Council introduces Ordinance No. 1645(18), then it would be scheduled for a second reading at your meeting of February 6, 2018. At that time the Registrar will have determined whether there are sufficient validated signatures on the petition. If there are not, then Ordinance No. 1640(17) would become effective and the City Council should not adopt Ordinance No. 1645(18), as it would conflict with Ordinance No. 1640(17). If there are sufficient valid signatures, then the City Council will have two options, either to repeal Ordinance No. 1640(17) or place it on the November 2018 ballot for the voters to decide whether to accept or reject it. At your February 6th meeting, the City Clerk and City Attorney will be presenting a staff report regarding the results of the signature counting and the City Council's options.

If there are sufficient valid signatures, then no matter which of the two options the City Council takes, it would retain the authority to adopt Ordinance No. 1645(18); and that latter ordinance contains a provision that makes it effective only if Ordinance 1640(17) remains suspended or is repealed.

Resolutions No. 6154(18) and 6155(18) –

Pursuant to Ordinance No. 1645(18), LMC subdivision 9.36.80 E. 4. would require the City Manager to recommend to the City Council, for adoption, rules and regulations to govern medical commercial cannabis dispensaries and manufacturers. That subdivision also requires the City Manager to consult with the Police Chief, Fire Chief, Economic Development Director/Assistant City Manager and Management Services Director before making those recommendations.

Subdivision 9.36.080 E. 4. also requires the City Manager to recommend a fee structure for medical commercial cannabis dispensaries and manufacturers, again after consulting with the management staff identified above. The City Council also directed staff to collect 100% of the City's direct and indirect costs for processing, reviewing and auditing those activities.

Pursuant to Subdivision 9.36.080 E. 4., Resolution 6154(18) (Attachment 2) is being recommended to the City Council for adoption. Those regulations are recommended in order for staff to implement the City Council's decision to allow medical commercial cannabis dispensaries and manufacturers within the City in a manner that best protects the public health and safety and still complies with the City Council's direction not to over regulate those activities.

Basically, the regulations cover: (i) coordination of timing of issuance of City and State licenses, (ii) protection of the water basin, (iii) ensuring compliance with all applicable building codes, and (iv) fire and police requirements depending on whether the use is a medical commercial cannabis dispensary or manufacturer. None of those regulations

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Introduction of Ordinance No. 1645(18) and Adoption of Resolutions No. 6154(18) and 6155(18) Regarding Medical Cannabis Use In Lompoc

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duplicate what are anticipated to be the State's regulations. All of those regulations are the basic minimums staff believes are needed for safe installation and operation of medical commercial cannabis dispensaries and manufacturers.

Proposed Resolution No. 6155(18) (Attachment 3) also implements the City Council's direction for 100% cost recovery of the direct and indirect costs related to the processing, review and auditing of applications for authorized medical commercial cannabis dispensaries and manufacturers and the subsequent auditing of those activities. The fees to recover those costs would be in addition to other applicable fees for permits and approvals.

Both of those resolutions will not become effective until and unless Ordinance No. 1645(18) becomes effective.

Fiscal Impact:

If adopted, Resolution No. 6155(18) would recover 100% of the direct and indirect costs related to the processing and review of applications for authorized medical commercial cannabis dispensaries and manufacturers and the subsequent auditing of those activities.

Resolution No. 6155(18) would not recover costs related to the ongoing activities of approved medical commercial cannabis dispensaries and manufacturers beyond the charges recovered from the regulatory activities authorized under Ordinance No. 1645(18) and Resolution No. 6154(18).

The potential financial impacts that could result if the medical cannabis businesses thrive in Lompoc are discussed in the staff report provided to the City Council for the August 1, 2017, meeting and are included as Attachment 5.

Conclusion:

The City Council is requested to decide whether to introduce Ordinance No. 1645(18). If the City Council decides to do that, then staff recommends the City Council adopt Resolutions No. 6154(18) and 6155(18) and receive and file the application form.

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Introduction of Ordinance No. 1645(18) and Adoption of Resolutions No. 6154(18) and 6155(18) Regarding Medical Cannabis Use In Lompoc

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Additional Note: Based on an inquiry from Bernie Federmann, Senior Pastor of Four Square Church, a new buffer map is provided as Attachment 6. The map shows a new exclusion area around the Connections Building located at the Southwest corner of North C Street and East Walnut Avenue. The building is considered a youth center, because it is primarily used to host recreational or social activities for minors.

Respectfully submitted,

Teresa Gallavan, Interim City Manager

Pat Walsh, Police Chief

Joseph W. Pannone, City Attorney

Gerald Kuras, Fire Chief

Brad Wilkie, Mgt. Services Director

Brian Halvorson, Planning Manager

Attachments: 1) Ordinance No. 1645(18)
2) Resolution No. 6154(18)
3) Resolution No. 6155(18)
4) Application Form
5) Fiscal Impact section of the August 1, 2017 Staff Report on Cannabis Uses in Lompoc
6) New 600-foot Buffer Map

Ordinance No. 1645(18)

**An Ordinance of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Revising Chapter 9.36 of the Lompoc Municipal Code,
to Allow Medical Cannabis Dispensaries
and Manufacturing Within the City**

WHEREAS, in 1996, the voters of the state of California approved Proposition 215, codified at Health and Safety Code sections 11362.5 *et seq.* and entitled “The Compassionate Use Act of 1996” (CUA); and

WHEREAS, the CUA was intended to provide seriously ill Californians the ability to possess, use and cultivate cannabis for medical use once a physician has deemed the use beneficial to a patient’s health; and

WHEREAS, in 2003, California Senate Bill (SB) 420 was enacted by the Legislature to clarify the scope of the CUA and to allow California cities and counties to adopt and enforce rules and regulations consistent with SB 420 and the CUA; and

WHEREAS, in 2007, the City Council of the City of Lompoc (City) adopted a prohibition on medical cannabis dispensaries citywide by adopting Ordinance No. 1540(07), codified in the Lompoc Municipal Code (LMC) at Title 9 (Public Peace and Safety), Chapter 9.36, “PROHIBITION OF MEDICAL MARIJUANA DISPENSARIES”; and

WHEREAS, Ordinance No. 1540(07) prohibited the establishment and operation of medicinal cannabis dispensaries, fixed and mobile, and deemed those uses to be a “public nuisance” pursuant to the City’s police powers, subject to abatement by the City, as well as criminal and civil penalties; and

WHEREAS, on October 9, 2015, the Governor signed the Medical Cannabis Regulation and Safety Act (MCRSA), comprised of California Assembly Bills (AB) 243, AB 266, and SB 643. MCRSA created a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of MCRSA was to ensure uniformity among jurisdictions that wished to allow medical cannabis operations; and

WHEREAS, in 2016, the City Council adopted Ordinance No. 1621(16) clarifying the provisions of LMC Chapter 9.36; and

WHEREAS, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in MCRSA from “medical marijuana” or “marijuana” to “medical cannabis” or “cannabis,” and making other technical changes to the MCRSA. SB 837

also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

WHEREAS, at the general election of November 8, 2016, the voters approved the Adult Use of Marijuana Act (AUMA). The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products. Adults, age 21 and older, will be allowed to possess cannabis and grow certain amounts at home for personal use; and

WHEREAS, under MCRSA and AUMA, the City retains its police powers and land use authority to regulate or ban cannabis activities, including commercial cannabis operations, cultivation, distribution, and testing for the health, safety, and welfare of the citizens of Lompoc; and

WHEREAS, on November 7, 2017, the City Council adopted Ordinance No. 1640(17) allowing and regulating commercial cannabis activities and prohibiting outdoor commercial cultivation of cannabis, within the City; and

WHEREAS, on December 7, 2017, a timely referendum petition regarding Ordinance No. 1640(17) was filed with the City Clerk (Referendum), which suspended the effectiveness of Ordinance No. 1640(17); and

WHEREAS, if the County Registrar determines the petition contains sufficient signatures to qualify the Referendum, then the City Council would be required either to repeal Ordinance No. 1640(17) or place the Referendum on the ballot for the electors to approve or reject Ordinance No. 1640(17); and

WHEREAS, in consideration of the Referendum and intent of those signing the Referendum petition and to meet their concerns and the concerns of those within the community who rely on medical cannabis for health reasons, the City Council desires to take an action to allow operation of medical cannabis dispensaries and manufacturing pending the outcome of the Referendum; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing.

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

SECTION 1. Findings. The City Council finds and determines the recitals above are true and correct, and are hereby incorporated by reference. Additionally, the City Council finds as follows:

- A. **The provisions of LMC Chapter 9.36 enacted by this Ordinance will further the public health, safety and general welfare.** The provisions of LMC Chapter 9.36 enacted by this Ordinance (i) will prohibit cannabis use, cultivation, possession, manufacture, distribution, processing, storing, staking, laboratory testing, packaging, labeling, transportation, delivery and wholesale or retail sale of cannabis or cannabis products, whether fixed or mobile, within the City limits, except medical cannabis dispensaries and manufacturers, and (ii) will help protect the public health, safety and general welfare of the City and its residents.

- B. **The provisions of LMC Chapter 9.36 enacted by this Ordinance are consistent with the General Plan and in compliance with all applicable provisions of the LMC and other ordinances and regulations of the City.** The provisions of LMC Chapter 9.36 enacted by this Ordinance prohibiting cannabis cultivation, possession, manufacture, distribution, processing, storing, staking, laboratory testing, packaging, labeling, transportation, delivery and wholesale or retail sale of cannabis or cannabis products, whether fixed or mobile, and regulating medical cannabis dispensaries and manufacturing within the City limits are consistent with the General Plan and other provisions of the LMC that regulate businesses.

- C. **The proposed Amendments are consistent with applicable State Laws.** The provisions of LMC Chapter 9.36 enacted by this Ordinance are fully consistent with the CUA, MCRSA and AUMA as they relate to cannabis use, cultivation, possession, manufacture, distribution, processing, storing, staking, laboratory testing, packaging, labeling, transportation, delivery and wholesale or retail sale of cannabis or cannabis products, whether fixed or mobile.

SECTION 2. Chapter 9.36 of the LMC is hereby amended in its entirety to read as follows:

**Chapter 9.36
CANNABIS USES**

9.36.010	Purpose
9.36.020	Definitions
9.36.030	General Prohibition
9.36.040	Regulation of Personal Cannabis Cultivation and Medical Commercial Cannabis Dispensaries and Manufacturers
9.36.050	Regulation of Personal Cannabis Use
9.36.060	Regulation of Medical Commercial Cannabis Dispensaries and Manufacturers
9.36.070	Medical Commercial Cannabis Application
9.36.080	Medical Commercial Cannabis Use Licenses
9.36.090	Medical Commercial Cannabis Dispensaries
9.36.100	Medical Commercial Cannabis Manufacturing
9.36.110	Use License Revocation and Appeal

9.36.120 Violations and Penalties; Public Nuisance

Section 9.36.010 Purpose.

- A. It is the primary purpose and intent of this Chapter (i) to prohibit the cultivation, possession, manufacture, distribution, processing, storing, staking, laboratory testing, packaging, labeling, transportation, delivery and wholesale or retail sale of cannabis and cannabis products, and regulate medical cannabis dispensaries and manufacturers, whether fixed or mobile, in a manner that is responsible and protects the health, safety, and welfare of the residents of the City and (ii) to enforce rules and regulations consistent with State laws. Also, to meet those objectives, the City is adopting regulations for the operation of medical cannabis dispensaries and manufacturers, requiring an initial medical cannabis use license to own and to operate a medical cannabis dispensary and to manufacture medical cannabis within the City, as authorized pursuant to State laws and this Chapter and Code. Nothing in this Chapter is intended to authorize the cultivation, possession, manufacture, distribution, processing, storing, staking, laboratory testing, packaging, labeling, transportation, delivery and wholesale or retail sale of cannabis or cannabis products, whether fixed or mobile, for any medical or non-medical purpose consisting of either commercial or personal use other than as authorized within this Chapter or wherein the Adult Use of Marijuana Act or Medical Cannabis Regulation and Safety Act otherwise preempts local agency regulations.
- B. Pursuant to Section 7 of Article XI of the California Constitution, the City is authorized to adopt ordinances that establish prohibitions, standards, requirements, and regulations for local licenses and permits for Commercial Cannabis Activity and Medical Cannabis Dispensaries and Manufacturers. Any standards, requirements, and regulations regarding health and safety, testing, laboratory operations and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City to Medical Cannabis Activity, as defined in Section 9.36.020.
- C. The City Council finds and determines it expressly or impliedly does not intend to and does not create any vested right for any real property owner, tenant, medical cannabis business owner, personal cannabis user or anyone else, by the enactment of this Chapter or any rule or regulation adopted pursuant hereto, or by any medical cannabis use license or any permission granted pursuant to this Chapter. The City Council reserves the right, at any time, to modify, repeal, rescind and amend any provision of this Chapter and any Resolution, regulation or rule adopted hereunder.

Section 9.36.020 Definitions

When used in this Chapter, the following words shall have the meanings ascribed to them in this section.

“Adult use” (*i.e.*, “recreational” or “non-medical”) refers to activity involving cannabis or cannabis products, which is restricted to adults 21 years of age and older and who do not possess a physician’s recommendation, in contrast to an activity involving medical cannabis or medical cannabis products.

“Annual certification” means a form provided by the City and signed, under penalty of perjury, by the individual to whom the City issued the use license for a cannabis commercial activity certifying that activity was, is, and will be in full compliance with this code and State laws.

“Cannabis” or “Marijuana” means any or all parts of the Cannabis Sativa Linnaeus, Cannabis Indica, or Cannabis Ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Proposition 64. For the purpose of this Chapter, “Cannabis” does not mean industrial hemp as that term is defined in Section 11018.5 of the California Health and Safety Code or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or another product.

“Cannabis Cultivation” means the propagation, growing, planting, harvesting, drying, curing, grading and trimming of cannabis or any part thereof.

“Cannabis Dispensary” means any for-profit or not-for-profit facility or location, whether permanent or temporary, where the owner(s) or operator(s) intends to, or does, possess and distribute cannabis, or allows others to possess and distribute cannabis, to more than one person. A “cannabis dispensary” includes a “collective” or “cooperative” as described in Health and Safety Code Section 11362.775, and includes an establishment that delivers cannabis to offsite locations. A “cannabis dispensary” shall not include the following uses; provided, that the location of such uses is permitted by the Code and the uses comply with State laws, including Health and Safety Code section 11362.5 *et seq.*:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;
2. A healthcare facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;

3. A facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;
4. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;
5. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; or
6. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

“City Manager” means the City Manager of the City or his or her designee.

“Commercial Cannabis Activity” or **“Commercial Cannabis Use”** includes cultivation, possession, manufacture, distribution, processing, storing, staking, laboratory testing, packaging, labeling, transportation, delivery, or wholesale or retail sale of cannabis or a cannabis product, whether fixed or mobile, as part of a for-profit or non-profit business, whether for medical or non-medical purposes.

“Commercial Cannabis Business” means any business or operation which engages in commercial cannabis activity.

“Delivery” means the commercial transfer of one or more cannabis products from a dispensary, up to an amount determined by the State of California, or any of its departments or divisions, to any person, business or location. “Delivery” also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed by the State of California, that enables any person to arrange for, or facilitate, the commercial transfer by a licensed dispensary of cannabis or cannabis products.

“Dispensary” means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale.

“Distribution” means the procurement, sale, and transport of cannabis or cannabis products between entities licensed pursuant to State Law.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible medical cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

“Manufacture” or **“Manufacturing”** means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product; includes the activities of a manufacturer.

“Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container; includes the activity of manufacturing.

“Medical” refers to activity involving medical cannabis or medical cannabis products, in contrast to an activity involving adult-use cannabis or adult-use cannabis products.

“Medical Cannabis” or **“Medical Cannabis Product”** means cannabis or a cannabis product used in compliance with state law for medical purposes, pursuant to the Compassionate Use Act (Health and Safety Code § 11362.5), the Medical Marijuana Program Act (Health and Safety Code, section 1362.7, *et seq.*), and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, section 26000, *et seq.*).

“Medical Commercial Cannabis Application” means a form provided by the City for an individual to seek a medical commercial cannabis use license.

“Medical Commercial Cannabis Concentrate” means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product’s potency for medical purposes only. An edible cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

“Medical Cannabis Use License” means a permit issued to a medical cannabis dispensary or manufacturer by the City, pursuant to this Chapter and Resolution of the City Council.

“Operation” means any effort to locate, operate, own, lease, supply, allow to be conducted, or aid, abet or assist in the conduct of any medical or commercial cannabis activity.

“Person” means any individual, firm, corporation, partnership, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer or salesperson.

“Personal Cannabis Cultivation” means cultivation of cannabis permitted by Health and Safety Code sections 11362.1 or 11362.2.

“Smoke” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoke” includes, but is not limited to, tobacco smoke, electronic cigarette vapors, and cannabis smoke.

“Smoking” means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, an operating electronic cigarette, a lighted cigar, or a lighted cigarette of any kind, or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

“Stacking” means the practice of growing cannabis plants on platforms or tables and stacking them in multiple layers on top of each other.

“State laws” mean all applicable (i) legislation chaptered as part of a State of California code, (ii) rules and regulations adopted by any State of California agency and (iii) final supreme or appellate court decisions.

“Transport” or **“Transportation”** means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purpose of conducting commercial cannabis activity.

“Video monitoring” means 24-hour security surveillance cameras of at least HD quality to show all entrances and exits to and from a secure area and to show all interior spaces within the premises where a commercial cannabis activity, including each retail transaction, is conducted and are open and accessible to the public.

Section 9.36.030 General Prohibition

- A. Except as otherwise expressly and conditionally allowed pursuant to this Chapter, no person shall conduct, establish or operate personal cannabis use, personal cannabis cultivation or commercial cannabis activity in any area or districts within the City.
- B. Notwithstanding subdivision A., above, this section shall not be intended to preclude or limit personal possession or use of six living cannabis plants and possession of the cannabis consistent with State laws, including, but not limited to, Health and Safety Code sections 11362.1 and 11362.2, subject also to the reasonable, applicable regulations set forth in this Chapter.

Section 9.36.040 Regulation of Personal Cannabis Cultivation and Medical Commercial Cannabis Dispensaries and Manufacturers

Each person conducting either or both any medical commercial cannabis dispensary or manufacturer or personal cannabis cultivation shall be subject and adhere to the following:

- A. Full compliance with the terms, spirit and intent of State laws,
- B. If, pursuant to this code, any building, planning, engineering, utility, fire or other permit/approval is required for such use, then each shall be obtained prior to commencement of any work for which such permit is required and the related fees paid therefor,
- C. If the person conducting personal cannabis cultivation or medical commercial cannabis dispensary or manufacturer is not the fee interest owner of the real property on which that cultivation, dispensary or manufacturing occurs, then that person must obtain written permission from that fee interest owner before conducting that cultivation or dispensary or manufacturer activity on that real property, and
- D. Control odors in such a way as not to materially disrupt the ability of any reasonable person to enjoy the reasonable use of that person's residence or areas open to the public.

Section 9.36.050 Regulation of Personal Cannabis Use

- A. Notwithstanding any other provision of this code, no person shall conduct any smoking activity of cannabis within the following areas:
 - 1. The common area of any duplex, triplex or other multi-family residential complex not open to the public, and
 - 2. Any public park where tobacco smoking may otherwise be allowed, pursuant to this Code.
- B. No person shall smoke cannabis in such a way that materially disrupts the ability of any reasonable person to enjoy the reasonable use of that person's residence or areas open to the public.

Section 9.36.060 Regulation of Medical Commercial Cannabis Dispensaries and Manufacturing

Each person conducting a medical commercial cannabis dispensary or manufacturer shall:

- A. Obtain a separate medical commercial cannabis use license from the City for a medical commercial cannabis dispensary and manufacturer activity,

- B. Pay all required taxes, as approved by the City-electorate, and business taxes, and file the application and renewal for a business tax certificate, as required by this Code,
- C. Pay all initial and annual fees to cover the City's costs for processing, reviewing and auditing the medical commercial cannabis use license and dispensary or manufacturer, as established by a Resolution of the City Council,
- D. Not commence a medical commercial cannabis dispensary or manufacturer until a final inspection of the premises where such activity will be conducted has been approved, in writing, by the Fire Chief, Police Chief, Planning Manager and Building Official, or their designees,
- E. Not continue an approved medical commercial cannabis dispensary or manufacturer, unless a then current annual certification has been properly filed within no less than 30 days and not more than 45 days before the end of the 12-month period immediately preceding each annual anniversary of the approval of the final inspection, and
- F. Ensure (i) a video monitoring system is provided, (ii) the security surveillance cameras for that system are remotely accessible to the Lompoc Police Department and compatible with the Lompoc Police Department's software and hardware, and (iii) video recordings are maintained by that person for a minimum of 45 days.

Section 9.36.070 Medical Commercial Cannabis Application

At a minimum, each medical commercial cannabis application shall contain the following:

- A. The printed full name, signature, date of birth, social security number, and present address and telephone number of the individual to whom the license would be issued, if at all, as well as for all persons who would have any financial interest in that medical commercial cannabis business,
- B. The address to which correspondence from the City is to be sent,
- C. The names and addresses of all businesses operated by and the employment of the applicant for the five years immediately preceding the date of the medical commercial cannabis application,
- D. Any litigation in which the applicant or any person with a financial interest in the proposed medical commercial cannabis dispensary or manufacturer has been involved within the five years immediately preceding the date of the medical commercial cannabis application,

- E. A statement whether, within the five years immediately preceding the date of the medical commercial cannabis application, another business operated by the applicant or any person with a financial interest in the proposed medical commercial cannabis dispensary or manufacturer has been investigated or the permit or license authorizing the operation of such other business has been revoked or suspended,
- F. The address of any commercial cannabis business currently being operated by the applicant or in which any person with a financial interest in the proposed medical commercial cannabis dispensary or manufacturer has with another commercial cannabis business within the last five years,
- G. The proposed supply sources for all cannabis and cannabis products to be sold or used at the medical commercial cannabis dispensary or manufacturer,
- H. The proposed product supply chain, including all the sites where cultivation, processing and manufacturing of the cannabis and edible cannabis product occurs, as well as any required testing and transportation and packaging and labeling criteria,
- I. The names and telephone numbers of the persons to be regularly engaged in the operation of the proposed medical commercial cannabis dispensary or manufacturer, including managers, supervisors, employees, volunteers and contractors,
- J. Odor control devices and techniques to prevent odors from cannabis from being detectable off-site,
- K. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated or excess cannabis product,
- L. Procedures for inventory control to prevent diversion of cannabis and cannabis product, employee screening, storage of cannabis and cannabis product, personnel policies, and record-keeping procedures,
- M. A detail of the procedures to be utilized at the facility including a description of how chemicals and fertilizers will be stored, handled, used and disposed of, manufacturing methods, the transportation process, inventory procedures, and quality control procedures,
- N. A site plan and floor plan of the medical commercial cannabis dispensary or manufacturer denoting the property lines and the layout of all areas of the medical commercial cannabis dispensary or manufacturer including storage, manufacturing, distributing, reception/waiting, and all ancillary support spaces, and the relationship of the facility to adjacent properties and land uses,

- O. An operations and security plan,
- P. Standard operating procedures detailing how operations will comply with State laws and local laws and regulations, how safety and quality of products will be ensured, recordkeeping procedures for financing, testing, and adverse event recording, and product recall procedures,
- Q. Proposed hours of operation,
- R. Recycling and waste disposal information,
- S. Youth access restriction procedures, and
- T. A statement in writing by the applicant, he or she certifies under penalty of perjury all the information contained in the medical commercial cannabis application is true and correct.

Section 9.36.080 Medical Commercial Cannabis Use Licenses

- A. Each individual who intends to operate any medical commercial cannabis dispensary or manufacturer must first file a medical commercial cannabis application and obtain a separate medical commercial cannabis use license for each medical commercial cannabis dispensary and manufacturer to be operated.
- B. Subject to compliance with this Chapter and State law, the City Manager is authorized to issue or deny issuance of medical commercial cannabis use licenses.
- C. The City Manager's decision to issue a medical commercial cannabis use license is not appealable.
- D. The City Manager's decision to deny issuance of a medical commercial cannabis use license is appealable by the applicant whose medical commercial cannabis application was denied, subject to the following:
 - 1. Within 10 days after that denial, the applicant must file, with the City Clerk, an appeal and pay the fees, therefor, as determined by Resolution of the City Council,
 - 2. That appeal must be in writing, specify the person making the appeal, state the reasons for the appeal and include any evidence in support of the appeal,
 - 3. Upon the City Clerk's receipt of that appeal and payment of those fees, the City Manager shall schedule the hearing for the appeal before the City Council at the next available regular City Council meeting,

4. The City Council's consideration of that appeal shall be a *de novo* hearing,
 5. The only written information the City Council will consider for that meeting will be (i) the written appeal filed by the applicant and (ii) the staff report prepared by the City Manager,
 6. Oral testimony by or on behalf of the appellant and City Manager shall also be allowed; strict compliance with the California Evidence Code will not be required, and
 7. At least ten days before the date of the meeting at which the appeal will be heard, the City Clerk shall give written notice to the appellant of the time and date of the appeal hearing and a copy of this Subdivision D.
- E. A medical commercial cannabis use license shall only be issued to an individual who has:
1. Not had a medical commercial cannabis use license terminated, denied or revoked by the City within the immediately preceding 24 months,
 2. Successfully completed the background check required by and is in compliance with all State laws,
 3. Completely and satisfactorily filed a complete medical commercial cannabis application for the pertinent medical commercial cannabis dispensary or manufacturer as required by the rules and regulations described in subparagraph 4., below, and
 4. Complied with all the requirements of this Chapter and the rules and regulations established by Resolution of the City Council, including payment of fees and filing a complete medical commercial cannabis application, which requirements and fees shall be recommended to the City Council by the City Manager after consultation with the Police Chief, Fire Chief and Economic Development Director/Assistant City Manager, Management Services Director or their designees.
- F. No medical commercial cannabis use license shall be transferred, assigned or otherwise given to any other person by the individual issued that use license, whether by voluntary or involuntary action, bequest or probate (collectively, hereinafter referred to as transfer in Subdivision G., below).
- G. Any attempt to transfer a medical commercial cannabis use license shall immediately and automatically void and terminate that use license without any notice, hearing or further action required by the City or any of its officers, officials or employees.

- H. A medical commercial cannabis use license for a medical commercial cannabis dispensary or manufacturer shall be immediately and automatically void and terminated, without any notice, hearing or further action required by the City or any of its officers, officials or employees, when the State license required for that medical commercial cannabis dispensary or manufacturer is terminated or revoked for any reason.

Section 9.36.090 Medical Commercial Cannabis Dispensaries

- A. Medical commercial cannabis dispensaries are permitted within the City only where, pursuant to Title 17 of this Code, retail pharmacies (i) are allowed by right, except in the MU District, and (ii) do not require a special or conditional use permit.
- B. No person shall smoke nor allow any person to smoke cannabis on the site of a medical commercial cannabis dispensary.

Section 9.36.100 Medical Commercial Cannabis Manufacturing

- A. Medical commercial cannabis manufacturing shall be permitted within the City only where, pursuant to Title 17 of this Code, industrial or business park districts are established.
- B. No person shall smoke nor allow any person to smoke cannabis on the site of a medical commercial cannabis manufacturer.

Section 9.36.110 Use License Revocation and Appeal

- A. Revocation. A medical commercial cannabis use license may be revoked by the Police Chief upon making any of the following findings:
1. The medical commercial cannabis use license was issued in error or the medical commercial cannabis application contained materially incorrect or false information.
 2. The medical commercial cannabis dispensary or manufacturer has not commenced actually being open to serve the public within 45 days after the final inspection required pursuant to Subdivision 9.36.060 D.
 3. The medical commercial cannabis dispensary or manufacturer has ceased being open to serve the public for 30 consecutive workdays for any reason other than one completely outside the control of the individual to whom the medical commercial cannabis use license was issued, such as fire damage, water damage, order of the Police Chief or other calamity.

4. The medical commercial cannabis dispensary or manufacturer has not been conducted in full compliance with this Chapter, this Code or State laws.
 5. The medical commercial cannabis dispensary or manufacturer has become a public nuisance or has been operated in a manner constituting a public nuisance, as defined by this Code or State Laws.
- B. Appeals. Any decision to revoke a medical commercial cannabis use license may be appealed to the City Manager, by the person to whom the medical commercial cannabis use license was issued as follows:
1. That individual must file a written appeal with the City Clerk within 10 calendar days after the date the medical commercial cannabis use license was revoked. The written appeal shall specify the person making the appeal, identify the decision appealed from, state the reasons for the appeal, and include any evidence in support of the appeal.
 2. Notice of the time and place of an appeal hearing shall be provided to the appellant within 30 days after receipt by the City Clerk of the written appeal.
 3. The appeal hearing shall be held within 60 days after receipt by the City Clerk of the written appeal, unless the 60-day time limit is waived by the appellant, or unless the City Manager continues the appeal hearing date for good cause and upon written notification to the appellant.
 4. The appellant shall personally appear at the hearing and may also be accompanied by a representative.
 5. No oral testimony, other than from the Police Chief and appellant, shall be allowed at the appeal hearing. Strict compliance with the California Evidence Code will not be required.
 6. The City Manager shall (i) review the facts of the matter, written documents submitted for review, oral testimony, if any, the basis for the decision which is under appeal, and (ii) then determine whether the Police Chief's decision should be reversed or affirmed. The determination made shall be in writing and shall set forth the reasons for the determination.
 7. The City Manager's decision shall be appealable by the individual to whom the medical commercial cannabis use license was issued.
 8. Such appeal shall be made and processed in accordance with Subdivision 9.36.080 D.

Section 9.36.120 Violations and Penalties: Public Nuisance

- A. Any violation of this Chapter, at the discretion of the City Prosecutor, is punishable as a misdemeanor or as an infraction, pursuant to Chapter 1.24 of this Code, except for as preempted by State law; and, any violation of this Chapter is punishable at the discretion of the City Prosecutor, and in compliance with State law, pursuant to Chapter 1.36 of this Code.
- B. A violation and public nuisance shall be deemed to exist if any person conducts any activity discussed in this Chapter that results in any other impact, which adversely impacts the health, safety or general welfare of people on adjacent or nearby property(ies) or areas open to the public.
- C. Public nuisance abatement.
 - 1. Any activity conducted in violation of any provision of this Chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with applicable laws.
 - 2. All costs to abate such public nuisance, including reasonable attorneys' fees and court costs, including fees from the City Attorney's Office, shall be paid by the person causing the nuisance, including the property owner where or from where the nuisance is occurring.
- D. The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude the City from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.

SECTION 3. This ordinance shall both take effect 30 days after its adoption and remain effective only if Ordinance No. 1640(17) is not effective due to it being suspended or repealed. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

This Ordinance was introduced on January 16, 2018, and duly adopted by the City Council of the City of Lompoc at its duly noticed regular meeting on February 6, 2018, by the following electronic vote:

PASSED AND ADOPTED this 6th day of February, 2018, by the following electronic vote:

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

Bob Lingl, Mayor
City of Lompoc

Attest:

Stacey Haddon, City Clerk
City of Lompoc

RESOLUTION NO. 6154(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Establishing Operating Regulations for Medical Commercial
Cannabis Dispensaries and Manufacturers
as Directed by Chapter 9.36 of the Lompoc Municipal Code**

WHEREAS, on February 6, 2018, by a vote of ___ to ___, the City Council adopted Ordinance No. 1645(18) titled: An Ordinance of the City Council of the City of Lompoc, County of Santa Barbara, State of California, Amending Chapter 9.36 of the Lompoc Municipal Code to Allow Medical Cannabis Dispensaries and Manufacturing Within the City (Ordinance No. 1645(18)); and

WHEREAS, Ordinance No. 1645(18) was adopted pursuant to the local authority the City Council retained pursuant to the Adult Use of Marijuana Act, which was adopted by the voters at the statewide election on November 8, 2016; and

WHEREAS, Lompoc Municipal Code (LMC) section 9.36.040 recognizes every person conducting either or both a medical commercial cannabis dispensary or manufacturing or personal cannabis cultivation must comply with the terms, spirit and intent of all State laws, as defined in LMC section 9.36.020; and

WHEREAS, LMC subdivision 9.36.080 E. 4. provides all medical commercial cannabis uses must comply with all the requirements of LMC chapter 9.36 and the rules and regulations established by Resolution of the City Council, including payment of fees and filing a complete medical commercial cannabis application, which requirements and fees shall be recommended to the City Council by the City Manager after consultation with the Police Chief, Fire Chief and Economic Development Director/Assistant City Manager, Management Services Director or their designees (Applicable Employees); and

WHEREAS, at the City Council meeting of February 6, 2018, the Applicable Employees provided the City Council their recommendations for regulating medical commercial cannabis uses within the City of Lompoc (City); and

WHEREAS, at its meeting of February 6, 2018, the City Council considered those recommendations and public comments, and, based thereon, adopted this Resolution.

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

SECTION 1. No person shall conduct any medical commercial cannabis activity within the City without first having received and continuing to possess a valid license from the State for the activity being conducted.

SECTION 2. In order for a person to obtain a State license for a medical commercial cannabis dispensary or manufacturer permitted by LMC chapter 9.36, the City may issue a required medical commercial cannabis use license to an individual for that medical commercial cannabis dispensary or manufacturer prior to the State license being obtained; provided, however, that the City-issued medical commercial cannabis use license shall not become operational nor shall that medical commercial cannabis dispensary or manufacturer be commenced, conducted or continued, unless that State license has also been issued for that same medical commercial cannabis dispensary or manufacturer and that State license remains in full force and effect.

SECTION 3. In addition to the provisions of Chapter 9.36 and to the fullest extent applicable, each person conducting, commencing, continuing, installing, operating, maintaining, participating in, or otherwise involved with, or connected to, any personal cannabis cultivation or medical commercial dispensary or manufacturer within the City shall comply with the following codes and standards regulating property or facilities used for any personal cannabis cultivation or medical commercial cannabis dispensary or manufacturer, currently adopted or as may be amended by the State or City, including, but not limited to, the following:

- A. LMC
- B. California Building Code
- C. California Electrical Code
- D. California Mechanical Code
- E. California Plumbing Code
- F. California Energy Code
- G. California Existing Building Code
- H. California Green Building Standards Code
- I. California Fire Code
- J. National Fire Protection Association Standards
- K. State Water Resource Control Board (SWRCB) Cannabis General Order
- L. SWRCB Municipal Phase II General Permit
- M. SWRCB Industrial General Permit
- N. SWRCB Construction General Permit

SECTION 5. Each medical commercial cannabis dispensary and manufacturer shall comply with the following regulations:

- A. All deliveries (loading/unloading) of cannabis and cannabis products at a medical commercial cannabis dispensary or manufacturer must be done within a secured area.
- B. The operations and security plans must be approved by both the Chief of Police and Fire Chief or their designees.

- C. The names and telephone numbers of the commercial cannabis activity managers, supervisors, employees, volunteers and contractors who are regularly engaged in the operation of the medical commercial cannabis dispensary or manufacturer shall be kept current and available to the Chief of Police or his/her designee at all times immediately upon request.
- D. Except for a medical cannabis dispensary sales area, no medical commercial cannabis activity shall be accessible to the public.
- E. Each medical commercial cannabis dispensary and manufacturing shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, mixed-light buildings), and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid translucent material provided other security measures exist to ensure medical commercial cannabis activity cannot be seen, heard, or smelled (i) beyond the property line and (ii) beyond the tenant space of the property where the medical commercial cannabis dispensary or manufacturer is located if there are other occupants who do not conduct a medical commercial cannabis dispensary or manufacturer on that property. The precise building construction and material to be used shall be identified and provided to the City prior to construction and provided with the application.
- F. The following security conditions shall apply:
 - 1. Alarm Systems (both perimeter, fire and panic) shall be provided and remotely monitored.
 - 2. Perimeter lighting systems, with motion sensors, for after-hours security shall be provided, as approved by the Chief of Police or his/her designee.
 - 3. Entrance areas are to be locked at all times and under the control of the applicant or a responsible party designated in writing by the applicant and whose name has been provided to the Chief of Police or his/her designee.
 - 4. An access control system shall be provided to limit access to cultivation and processing areas.
 - 5. Exterior and interior camera systems shall be approved by the Chief of Police or his/her designee. The camera system shall meet the minimum requirements of applicable State law, and include, at a minimum, interior monitoring of all access points of the site from the interior, and be a minimum 5 mega pixel in resolution.
 - 6. All security systems at the site shall be attached to an uninterruptable power supply that provides at least 24 hours of system operations in the event of loss of externally provided power.

7. All current contact information regarding the security company shall be provided to the Chief of Police, or his/her designee.
8. Accounting software systems and related internal control policies related to the use and operation of the accounting software systems must be in place to provide audit trails of both product and cash, where applicable.
9. Receipts of currency and other currency equivalents and disbursements for operational activities will be accounted for using the accounting software systems in compliance with the related internal control policies. Any currency or currency equivalents held by the cannabis operator at their operational site shall be stored in a safe or other secure facility or equipment, as approved by the Chief of Police or his/her designee. If a cash register is utilized for sales, then the internal control policy shall state the amount of cash allowed to be retained in the cash register at any point in time with any surplus currency transferred to the safe.
10. State of the art network security protocols and equipment must be in place to protect computer information.

G. An Odor Abatement Plan shall be provided and implemented, which includes the following:

1. Name and telephone number of contact person(s) responsible for logging and responding to odor complaints.
2. Policy and procedure describing the actions to be taken when an odor complaint is received, including the training provided to the responsible party on how to respond to an odor complaint.
3. Description of potential odor sources.
4. Description of potential methods for reducing odors, including minimizing potential add-on air pollution control equipment.
5. Contingency measures to curtail emissions in the event of a continuous public nuisance.

SECTION 6. Each medical commercial cannabis manufacturer shall comply with the following requirements:

- A. Automatic fire sprinklers in accordance with NFPA 13 and California Fire Code Section 903 shall be provided for all such activities.
- B. A Fire Safety Plan shall be provided and approved by the Fire Marshal or her/his designee.
- C. The Fire Marshal or her/his designee shall be granted permission, by the owner of the commercial cannabis activity and, if different from that owner, the owner of the real property at which the activity is conducted, to conduct annual inspections of the location to determine whether the activity is being conducted as required by all applicable State and local laws, rules and regulations enforced by the City.

- D. A Certified Industrial Hygienist (CIH) shall be required for all such activities to insure public and worker safety and environmental protection.

SECTION 7. Each medical commercial cannabis manufacturing facility shall comply with the following requirements:

- A. A CIH shall provide a detailed, stamped report for the specific facility. The CIH shall identify hazards, engineering and administrative controls necessary to control hazards, specifications for ventilation controls for extracting cannabinoids from cannabis plant products with flammable solvents and under pressure using CO₂. The scope of the stamped report shall include:

1. Process and operations,
2. Extraction and manufacturing equipment,
3. Hazards of processes and operations,
4. List the types and quantities of anticipated hazardous materials by hazard class,
5. Engineering and administrative controls to mitigate hazards,
6. Ventilation controls,
7. Potential employee exposure to chemical substances and plan to maintain compliance with Cal OSHA limits,
8. Personal Protective Equipment (PPE) and training plan/documentation related to PPE,
9. Warning sign types and locations,
10. Need for atmospheric monitor equipment, type and location,
11. Calculations and basis for engineering controls, and
12. List of specific recommendations to implement controls.

- B. The CIH retained to provide the report shall be required to perform an on-site inspection of the facility to verify compliance with the requirements identified in the report prior to approval to begin operations.

- C. A hazardous materials management plan shall be completed that includes:

1. List of specific recommendations to implement controls,
2. Identification of hazard classes,
3. Quantities,
4. Location of materials,
5. Determination of storage plan, and
6. Sketch (on a Site Plan or Floor Plan) of materials locations in facility.

- D. In cases where the concentrations of flammable vapors and gases may be in excess of 25% of the lower flammability limit, the facility design shall be in compliance with requirements to mitigate the potential for explosion or fire.

- E. Extraction equipment either employing a flammable liquid or compressed (liquefied gas) shall be operated in a professional closed-loop system. The system shall be commercially manufactured, safe for its intended use, bear a permanently affixed and visible serial number, and built to codes and practices of generally accepted best engineering practices consistent with:
 - 1. The American Society of Mechanical Engineers (ASME),
 - 2. American National Standards Institute (ANSI),
 - 3. Underwriters Laboratories (UL), and
 - 4. The American Society for Testing and Materials (ASTM
 - 5. Each certification document shall contain the signature and stamp of a professional engineer and the serial number of the extraction unit being certified.

- F. Only extraction equipment that includes an owner's operation manual with specific instructions regarding proper use of the equipment and safety provisions identified shall be used.

- G. Standard operating procedures for all major equipment operations shall be provided, including:
 - 1. Start up,
 - 2. Shut down,
 - 3. Setup, and
 - 4. Emergency situations.

- H. Refrigerated storage or processing of flammable liquids, including oil-laden with flammable liquids, shall only use refrigerators/freezers rated to store flammable liquids. At a minimum, "lab safe" or "flammable safe" products shall be utilized.

- I. Equipment exhaust from vacuum pumps, ovens or any other equipment that may contain solvent vapors or products of combustion created when cannabis products are heated or processed shall be conveyed by an appropriate exhaust system to the outside of the building. Note: general dilution ventilation is not acceptable.

- J. Any compressed gases used in the manufacturing process shall not be stored in containers that exceed a 150-pound tank size.

- K. Ethanol used in the manufacturing process shall not be stored in containers that exceed a 55-gallon drum size.

- L. Equipment exhaust discharge shall be at least ten feet from any fresh air intakes.

M. Extraction Room:

1. If flammable liquids are utilized, then extraction shall be performed within a one-hour fire rated walled room.
2. The room shall have smooth cleanable surfaces, with cleanable painted surfaces and a sealed floor.
3. Signage shall be posted to limit ignition sources and prohibit any open flames.
4. An Emergency Action Plan (EAP) is required and shall be posted after it is approved by the local AHJ.

N. Spent plant material shall either be composted or mixed with compost, shredded paper or similar products to render it unrecognizable. The ground material shall be blended with a non-cannabis material so that the resulting mixture is at least 50% non-cannabis product by volume.

O. Storage and transport of intermediate or finished cannabis extraction shall be in sealed containers that will provide protection against physical, chemical and microbial contamination. Containers shall be designed to be secure against the entry of microorganisms.

P. Facilities used for extraction or processing of cannabis materials shall follow good laboratory practices.

SECTION 9. Each medical commercial cannabis manufacturer that includes an infused product facility shall comply with the following requirements:

A. A CIH shall provide a detailed report for the specific facility. The CIH shall identify hazards, engineering and administrative controls necessary to control hazards, specifications for ventilation controls for infusing cannabinoid derived from cannabis plant products into foods, beverages, salves, inhalants, and tinctures to be ingested or applied topically. The scope of the stamped report shall include:

1. Infusion operations and associated equipment,
2. Hazards of process and operations,
3. List the types and quantities of anticipated hazardous materials by hazard class,
4. Engineering and administrative controls to mitigate hazards,
5. Ventilation controls,
6. Potential employee exposure to chemical substances and plan to maintain compliance with Cal OSHA limits,
7. PPE and training plan/documentation related to PPE,
8. Warning sign types and locations, and
9. Need for atmospheric monitoring equipment, type and location.

B. Sanitation requirements for processing into foods, beverages, salves, inhalants, and tinctures shall include:

1. Location of hand wash sinks,
2. How dishes will be washed, including requirements that all food handling and health care related fixtures, devices and equipment discharge through indirect waste lines into a floor sink,
3. Contact surfaces shall be smooth, free of breaks, open seams, cracks, chips, pits and similar imperfections; free from sharp internal angles, corners, and crevices. Finishes are to have smooth welds and joints,
4. Equipment containing bearings and gears shall be designed, constructed and maintained to ensure that food and health requirements are satisfied,
5. All rooms shall have sufficient ventilation to keep them free from excessive heat, steam, condensation, vapors, odors, smoke and fumes,
6. Table or counter mounted equipment shall be installed to facilitate the cleaning of the equipment and adjacent areas by being sealed to the surface or elevated by at least four inches,
7. Three compartment sinks shall be required for washing, rinsing, and sanitizing equipment and utensils,
8. Hand sinks shall be conveniently located for employees,
9. Hand sinks shall only be used for hand washing (maximum water temperature of 110 degrees is to be maintained through an appropriate mixing valve,
10. Sinks used for food or medicine preparation or for washing equipment shall not be used for hand washing,
11. At least one utility or mop sink shall be provided,
12. Garbage and refuse shall be stored in a manner to be inaccessible to insects and rodents,
13. Floors shall be smooth, durable, nonabsorbent, light colored and maintained in good repair,
14. The juncture between the floor and wall shall be closed and sealed,
15. Walls and ceilings shall be smooth and easily cleanable,
16. Calculations and basis for engineering controls, and
17. List of specific recommendations to implement controls.

C. The CIH retained to provide the report shall be required to perform an on-site inspection of the facility to verify compliance with the requirements identified in the report prior to approval to begin operations.

D. A hazardous materials management plan shall be completed that includes:

1. Location of hand wash sinks,
2. Identification of hazard classes,
3. Quantities,
4. Location of materials,

5. Determination of storage plan,
6. Sketch (on a Site Plan or Floor Plan) of materials locations in facility, and
7. Sample postings of NFPA 704 placards on the facility, as required.

E. Concentrations of grease, smoke, heat steam or products of combustion created when cannabis products are processed into foods, beverages, salves, inhalants and tinctures shall be contained by code-required hood systems.

SECTION 10. Effective Date: This Resolution is effective on the effective date of Ordinance No. 1645(18).

The foregoing Resolution was proposed by Councilmember _____, seconded by Councilmember _____, and was passed and adopted by the Council of the City of Lompoc at its duly noticed regular meeting on February 6, 2018, by the following electronic vote:

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

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc

RESOLUTION NO. 6155(18)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Amending the Master Schedule of Fees and Charges for City Services**

WHEREAS, the City Council of the City of Lompoc (City) established a Master Schedule of Fees and Charges for City Services by the adoption of Resolution No. 6009(16) on January 5, 2016; and

WHEREAS, the City Council of the City adopted Ordinance No. 1645(18) on February 6, 2018, amending Chapter 9.36 of the Lompoc Municipal Code (LMC) to provide for the City's issuance of medical commercial cannabis use licenses for operations of medical commercial cannabis dispensaries and manufacturers; and

WHEREAS, LMC section 9.36.040 recognizes every person conducting either or both medical commercial cannabis dispensaries or manufacturers or personal cannabis cultivation must comply with the terms, spirit and intent of all State laws, as defined in LMC section 9.36.020; and

WHEREAS, LMC subdivision 9.36.080 E. 4. provides all medical commercial cannabis dispensaries and manufacturers must comply with all the requirements of LMC Chapter 9.36 and the rules and regulations established by Resolution of the City Council, including payment of fees and filing a complete medical commercial cannabis dispensary or manufacturer application, which requirements and fees shall be recommended to the City Council by the City Manager after consultation with the Chief of Police, Fire Chief and Economic Development Director/Assistant City Manager, Management Services Director or their designees (Applicable Employees); and

WHEREAS, at the City Council meeting of February 6, 2018, the Applicable Employees provided the City Council their recommendations for fees for medical commercial cannabis dispensaries and manufacturers within the City; and

WHEREAS, at its meeting of February 6, 2018, the City Council considered those recommendations and public comments, and, based thereon, adopted this Resolution; and

WHEREAS, the City Council's intention is to recover 100% of the direct and indirect costs of providing services related to the processing, review and auditing of applications and medical commercial cannabis use licenses for each operation of a medical commercial cannabis dispensary and manufacturer allowed pursuant to LMC chapter 9.36; and

WHEREAS, this Resolution incorporates and amends Resolution No. 6009(16) to provide for the necessary fees, charges and deposits for implementation of the City's medical cannabis licensing processes.

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

SECTION 1. Each applicant shall pay all personnel and related direct and indirect costs, including payment to the City's third party consultants, for the review, processing and auditing of the application and ongoing operation of the subject medical commercial cannabis dispensary and manufacturer. A deposit for such payment, as designated in Section 3., below, shall be made at the time the subject application is submitted (Deposit). Those costs and the Deposit are in addition to all other applicable fees, including, but not limited to, for planning, engineering, utility, fire and other required permits/approvals.

SECTION 2. Direct costs include, but are not limited to, such things as staff payroll and outside consultant costs for (i) processing and review of the application for completeness and compliance with the LMC by all applicable City departments and divisions, (ii) telephone and written communications with the applicant/property owner and each of their representatives, (iii) noticing, (iv) outside consultants, (v) preparation of staff reports, (vi) attendance by staff at public hearings, (vii) ongoing review of those operations and (viii) auditing of those operations. Indirect costs, include, but are not limited to, fully allocated overhead costs based on the then current Lompoc Cost Allocation Plan applied to those direct costs.

SECTION 3. The Deposit paid at the time of application are estimates based on the typical amount of staff time and other costs required to process an application. In the event the deposit is not sufficient to reimburse the City for processing the application, the applicant shall provide additional deposits to the City sufficient to complete the processing of the application. If, at any time, the remaining Deposit retained by the City is below \$2,000.00 after deductions for the fees incurred to date, then, within 15 days after receipt of written notice from the City of that fact, the applicant/licensee shall deposit an additional \$8,000.00 with the City. Other than those services required to ensure public safety and compliance with all laws and regulations, the City shall not perform any further review of the application or medical commercial cannabis dispensary or manufacturer until the applicant/business operator submits the Deposit or the required increase to the Deposit. No interest shall accrue on amounts deposited. Any unused portion of the Deposit will be returned to the applicant/business operator within 60 days following the issuance of the medical commercial cannabis use license, the denial of the license, the revocation of the medical commercial cannabis use license or the surrender of the medical commercial cannabis use license to the City's City Manager.

SECTION 4. The Deposit, at the time an application is filed, is hereby established as \$11,900 per application, plus \$1,100 per applicant and each person with a financial interest in the subject medical commercial cannabis dispensary or manufacturer.

SECTION 5. Effective Date. The effective date of this Resolution is the effective date of Ordinance No, 1645(18).

The foregoing Resolution was proposed by Council Member _____, seconded by Council Member _____, and was duly passed and adopted by the Council of the City of Lompoc at its regular meeting on February 6, 2018, by the following vote:

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

Bob Lingl, Mayor
City of Lompoc

ATTEST:

Stacey Haddon, City Clerk
City of Lompoc



100 Civic Center Plaza
 Lompoc, CA 93436
 (805) 736-1261 www.cityoflompoc.com

OFFICE USE ONLY	
Case No.	
Application Submittal Date	
Deposit	\$ _____
Accepted By	

MEDICAL COMMERCIAL CANNABIS USE LICENSE APPLICATION

Pursuant to Lompoc Municipal Code Chapter 9.36

Upon receipt of a completed application and payment of the application fee, the City Manager or his/her designee, shall investigate the information contained in the application to determine whether the applicant shall be issued the requested permit. The purpose of the review is to ensure the medical commercial cannabis dispensary and manufacturer will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing medical commercial cannabis dispensaries and manufacturers, including, without limitation, the Compassionate Use Act as set forth in California Health & Safety Code section 11362.5, the Medical Marijuana Regulation and Safety Act of 2015, the Adult Use of Marijuana Act and the Medical Marijuana Program Act, as set forth in the California Health and Safety Code sections 11362.7 *et seq.* and Lompoc Municipal Code Chapter 9.36 and Lompoc City Council Resolutions No. 6154(18) and 6155(18). This application is in addition to any other application or other process for a business tax certificate, waste discharge permit or other City or State requirement needed to conduct business within the City of Lompoc.

**A SEPARATE COMPLETE APPLICATION IS REQUIRED FOR EACH
 MEDICAL COMMERCIAL CANNABIS DISPENSARY AND MANUFACTURER TO BE CONDUCTED**

PROPOSED LOCATION: _____

LEGAL DESCRIPTION (A.P.N.): _____

EXISTING LAND USE OF PROPOSED LOCATION: _____

EXISTING ZONING OF PROPERTY: _____

Is the property located within 600 feet of an existing K-12 school, day care center or youth center?

Yes ___ No ___

A. APPLICANT INFORMATION (must be the individual who will own and operate of the subject commercial cannabis business):

APPLICANT: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

Date of Birth: _____ SSN# _____

PERSON(S) WITH FINANCIAL INTEREST IN BUSINESS

NAME: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

Date of Birth: _____ SSN# _____

(Attach additional sheets as necessary.)

If the State license issued for the medical commercial cannabis dispensary or manufacturer related to this application is to be held by other than the Applicant, then provide the name of that entity to whom that State license will be issued and what position of control the Applicant has of that entity:

NAME OF ENTITY: _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

Title of position of control over that entity held by the Applicant: _____

Proof of that position: _____

(Attach additional sheets as necessary.)

B. PROPERTY OWNER CONSENT:

In the event the applicant is not the legal owner of the subject property contemplated by this application, the application must be accompanied with a "MEDICAL COMMERCIAL CANNABIS USE LICENSE APPLICATION PROPERTY OWNER'S STATEMENT OF CONSENT" stating and acknowledging a medical commercial cannabis dispensary and manufacturer will be operated on the subject property contemplated by this application and containing the notarized signature from the legal owner of the property.

If the applicant is the legal owner of the subject property contemplated by this application, then evidence of such legal ownership shall be submitted in a form satisfactory to the City Manager or Economic Development Director/Assistant City Manager.

PROPERTY OWNER: (If not applicant) _____

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

(Attach additional sheets as necessary.)

C. ANY OTHER CANNABIS BUSINESS CURRENTLY OPERATED BY THE APPLICANT (if none, then mark N/A)

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

(Attach additional sheets as necessary.)

D. ANY OTHER CANNABIS BUSINESS IN WHICH A PERSON WITH A FINANCIAL INTEREST IN THE PROPOSED MEDICAL CANNABIS DISPENSARY OR MANUFACTURER ALSO HAS A FINANCIAL INTEREST OR OPERATED WITHIN THE LAST FIVE YEARS (if none, then mark N/A)

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

(Attach additional sheets as necessary.)

E. ANY OTHER BUSINESSES OPERATED BY APPLICANT WITHIN THE LAST FIVE YEARS (if none, then mark N/A)

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

(Attach additional sheets as necessary.)

I. BUSINESS OPERATIONS:

Type of Medical Commercial Cannabis Business to be conducted: Dispensary ___ Manufacturer ___

Days/Hours of Operation: _____

Names of **all** persons to be regularly engaged in the operation of the proposed medical commercial cannabis dispensary or manufacturer (*i.e.*, supervisors, managers, employees, volunteers and contractors)

1. NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

2. NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

3. NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

4. NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

5. NAME/TITLE: _____ PHONE NO.: _____

ADDRESS: _____

(Attach additional sheets if necessary.)

J. AN ODOR ABATEMENT PLAN DEPICTING ODOR CONTROL DEVICES AND TECHNIQUES TO PREVENT ODORS FROM BEING DETECTABLE OFF-SITE MUST BE SUBMITTED WITH THIS APPLICATION AND SHALL MEET THE REQUIREMENTS SET FORTH IN THE CITY'S GENERAL PLAN.

(Attach additional sheets as necessary.)

M. PROPOSED SOURCES OF CANNABIS AND CANNABIS PRODUCTS TO BE SOLD OR USED AT THE PROPOSED MEDICAL COMMERCIAL CANNABIS DISPENSARY OR MANUFACTURER

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

(Attach additional sheets as necessary.)

N. PROPOSED SUPPLY CHAIN (LOCATIONS WHERE CULTIVATION, PROCESSING AND MANUFACTURING) OF CANNABIS AND CANNABIS PRODUCT TO BE SOLD OR USED AT THE PROPOSED MEDICAL COMMERCIAL CANNABIS DISPENSARY OR MANUFACTURER

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

(Attach additional sheets as necessary.)

-
- P. **SITE PLAN DEPICTING PROPERTY LINES, BUILDING FOOTPRINTS (INCLUDING SQUARE FOOTAGE), SETBACKS, PARKING AREAS, PERIMETER FENCING AND A FLOOR PLAN OF THE MEDICAL COMMERCIAL CANNABIS DISPENSARY OR MANUFACTURER DENOTING THE PROPERTY LINES AND THE LAYOUT OF ALL AREAS AND USES OF THE MEDICAL COMMERCIAL CANNABIS DISPENSARY OR MANUFACTURER INCLUDING STORAGE, MANUFACTURING, DISTRIBUTING, RECEPTION/WAITING, AND ALL ANCILLARY SUPPORT SPACES, AND THE RELATIONSHIP OF THE FACILITY TO ADJACENT PROPERTIES AND LAND USES**

(Attach additional sheets as necessary.)

U. REQUIRED TESTING, TRANSPORTATION, PACKAGING AND LABELING CRITERIA FOR MEDICAL CANNABIS AND MEDICAL CANNABIS PRODUCTS TO BE SOLD OR USED AT THE PROPOSED MEDICAL COMMERCIAL CANNABIS DISPENSARY

TESTING CRITERIA: _____

TRANSPORTATION CRITERIA: _____

PACKAGING CRITERIA: _____

LABELING CRITERIA: _____

(Attach additional sheets as necessary.)

V. APPLICANT AUTHORIZATION

I hereby authorize and consent to the City Manager, and his/her designees, to seek verification of the information contained in this application and any attachments.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

W. TERMS AND CONDITIONS

I hereby certify I have reviewed the contents of applicable state law, Chapter 9.36 of the Lompoc Municipal Code and City Council Resolutions No. 6154(17) and 6155(17) and acknowledge, understand, and agree to be bound by each of their terms and conditions, and any amendments thereto, including, but not limited to, payment of all fees and taxes when due.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

X. FURTHER INFORMATION AND INSPECTIONS

I agree to submit any additional and further information as deemed necessary by the City Manager, or his/her designees, in order to process this application.

I further agree, for the purpose of ensuring compliance with local and State laws, to permit the Lompoc City Manager, Police Chief, Fire Chief, Planning Manager and Building Official and each of their designees to conduct reasonable inspections of the proposed medical commercial cannabis dispensary OR manufacturer, including inspection of:

- Security recordings made by security cameras required by Chapter 9.36 of the Lompoc Municipal Code,
- Security records and files,
- Inventory records and files, and
- Other written records and files pertaining to the proposed commercial cannabis activity.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

Y. INDEMNIFICATION AND RELEASE

I release the City of Lompoc, its officers, officials, employees and representatives from any and all claims, injuries, damages and liabilities of any kind, and costs, including reasonable attorneys' fees and court costs (collectively "Damages") arising from (a) any repeal or amendment of Chapter 9.36 of the Lompoc Municipal Code relating to my medical commercial cannabis dispensary/manufacturer, and (b) any arrest or prosecution of me for violation of local, State or federal laws; and I will defend, indemnify, and hold harmless the City of Lompoc and its officers, officials, employees and representatives from and against any and all claims or actions: (a) brought by any adjacent or nearby property owner or any other party for any Damages arising, directly or indirectly, from operations at the subject property contemplated by this application, and (b) brought by any party for any problems or Damages arising, directly or indirectly, out of the distribution of cannabis produced, dispensed, grown, tested, manufactured or sold at the subject property contemplated by this application.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

Z. APPLICANT CERTIFICATION

I certify under penalty of perjury, under the laws of the State of California, I have personal knowledge of the information contained in this application and its attachments, if any, and the information contained herein is true and correct.

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

ATTACHMENT 5 TO JANUARY 16, 2017, STAFF REPORT
RE MEDICAL CANNABIS

Fiscal Impact:

Staff time will be expended to review and approve permit applications. However, these impacts may be mitigated through the imposition of a permit processing fee to be established at a later date. Proposition 26, passed by voters in 2010, regulating fees provides for the recovery of costs of services such as the processing and issuance of permit applications. The fees and charges would need to be established in accordance with Proposition 26 and be equal or less than the cost of providing the applicable service. If fees and charges are imposed to review and approve permit applications in the amount less than the cost of providing the applicable service, then the cost not recovered through fees and charges would be subsidized by the City's General Fund. If such a subsidy were to be established, then fewer resources would be available from existing revenues for other activities such as Public Safety, Parks, and Streets.

It is uncertain what taxes will be generated by commercial marijuana operations. It is also unclear what additional public safety services will be needed to monitor those operations. Other than the direct cost of processing applications for services included in fees and charges in accordance with Proposition 26, general public safety services cannot be recovered from fees and charges imposed to recovery cost of permit applications. Taxes, if imposed on commercial operations, would be available to pay for additional costs related to the impacts of marijuana commercial operations.

Below is some information from other cities that have approved and estimated the taxes to be generated in their communities from taxing marijuana commercial operations:

Palm Springs – tax rate 10% gross receipts (up to 15% tax approved) for six permitted dispensaries; population 46,000; Estimated Annual Revenue: \$1.14 Million.

Desert Hot Springs (population 28,000) – tax rate 10% gross receipts with three dispensaries approved; Estimated Annual Revenue: \$200,000.

Santa Ana (population 335,000) – tax rate up to 10% gross receipts, starts at 5%; 20 allowed dispensaries; Estimated Annual Revenue:\$1.5 Million.

San Jose (population 1,000,000) – tax rate 10% gross receipts on 16 permitted dispensaries; Estimated Annual Revenue: \$4.5 Million.

City of Grover Beach (population 13,000) – voters approved marijuana taxes. 5% tax on gross receipts of medical marijuana businesses. 10% tax on gross receipts of recreational marijuana businesses. \$25 per square foot of canopy on the first 5,000 square feet and \$10 per square foot thereafter on marijuana cultivation; Estimated Annual Revenue: \$1-2 Million annually.

King City (population 14,000) – projected future marijuana tax revenues \$1-2 Million annually.

City of Gonzales (population 8,400) – proposed marijuana taxes projected to reach \$1.6 Million.

On a per capita basis, the above estimated tax revenue ranges from a low of \$4.50 per person per year in Santa Ana and San Jose, \$150 per person in Grover Beach and King City, to a high of \$190 per person per year in Gonzales. Due to the significant variance in estimated revenues, the above numbers will obviously need to be adjusted due to the City's population size and other local factors, were a marijuana tax proposal added to the City's next general election in November 2018. If a marijuana gross receipts tax proposal is provided by the City Council, included in the general election in November 2018, and passed by the voters, then the tax would likely generate revenues beginning in April 2019. Based on the average revenue estimates from the cities above and their average populations, an estimated \$400,000 to \$500,000 of tax revenue annually may be generated for City services. For the Biennial Budget Fiscal Years (FY) 2017-2019, additional revenues may be between \$100,000 and \$125,000 through June 30, 2019.

Proposition 64 also imposes a new statewide excise tax of 15% on purchasers of marijuana as well as a statewide cultivation tax. There will be limited local return revenues available to certain cities "to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act." [Revenue & Taxation Code subsection 34019(f)(3)(c)]. However, there will be no "grants to local governments which have banned the cultivation, including personal cultivation... or retail sale of marijuana or marijuana products..." [Revenue & Taxation Code subsection 34019(f)(3)(c)].

The State Legislative Analyst's Office estimates State and local revenues from marijuana taxes will annually be anywhere from a few million dollars to \$1 Billion. The grants available to cities constitute about 6.5% of the State tax revenue remaining after substantial sums are disbursed to fixed costs (anywhere from near \$75 Million to over \$150 Million in fixed costs) and one time implementation costs. If half of California's cities are eligible for grants constituting about 7% of approximately \$200-\$400 Million in State revenue annually (a reasonable estimate after fixed allocations are made), then the average city share would be within a rough range from \$60,000 to \$125,000 annually. Those amounts, of course, could increase if greater revenues are generated. Implementation of the possible distributions to eligible cities would likely occur in the budget year after the State determines their costs related to the taxes collected. It is unknown when the State will fully implement the components but it is beginning implementation during FY 2017-2018. Full distribution to cities eligible for distributions will likely not occur until FY 2019-2020 although partial distributions may occur during FY 2018-2019.

Locations for Permitted Commercial Cannabis Activity

600 ft away from: Schools, Daycare, Youth Centers

Legend

- 600 ft distance buffer
- I - Industrial
- CO - Commercial Office
- CC - Convenience Center
- C2 - Central Business
- BP - Business Park
- PCD - Planned Commercial Development

