



Lompoc Redevelopment Agency Seismic Retrofit Loan Fund Guidelines

I. Statement of Purpose

The Seismic Retrofit Program is an endeavor of the Lompoc Redevelopment Agency to assist owners of un-reinforced masonry buildings within the Redevelopment Area with the cost associated with the seismic retrofitting. The retrofitting of these buildings will not only enhance the safety of the buildings, but also the physical appearance and economic vitality of businesses in the Redevelopment Area. The program offers interest free seismic retrofit loans to defray cost for engineering, architectural design, City fees and retrofit work. In return, the Lompoc Redevelopment Agency requires an agreement to maintain Agency sponsored buildings. This program assists in the implementation of the Old Town Lompoc Specific Plan, as well as the Amended and Restated Redevelopment Plan for the Old Town Lompoc Redevelopment Project, and directly serves to remove conditions of blight as documented in those plans.

II. Program Components

Permit fees, architectural design, engineering cost as well as the actual retrofitting cost for buildings are eligible for loan proceeds through the seismic retrofit program. The amount that the Lompoc Redevelopment Agency will loan is subject to case-by-case evaluation, risk level and fund availability.

The loan will be interest free, with principal repayment due at the time of sale or title transfer, the loan amount will be based on project evaluation and available funds.

The Redevelopment Agency will require an architectural site plan and elevation for the project. However, all architectural plans should be submitted to the appropriate City of Lompoc departments and divisions as required. Design for all properties zoned Old Town Commercial shall be consistent with the Old Town Lompoc Specific Plan. This plan is available for purchase at the Community Development Department at 100 Civic Center Plaza, Lompoc, CA 93436.

Loan costs charged by the Lompoc Redevelopment Agency associated with the Seismic Retrofit Loan Program are an allowable charge against the loan. These costs can be found on the attached Seismic Retrofit Loan Application Fee Disclosure.

Loan proceeds will be disbursed as draw forms accompanied by invoices are submitted and approved by Agency staff. All payment requests will be paid directly to the contractor within 10 working days after complete submittal. Direct reimbursement to the applicant is available *only* with the submittal of a paid receipt. Proposed work shall be completed within 180 days after the Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required.

A Deed of Trust will be recorded on the property to secure the loan as well as a Covenant requiring the property owner to maintain the subject property in a manner satisfactory to the Agency. If the property owner fails to maintain the project property, the Agency shall give the owner written notice of default and may take appropriate legal steps to gain compliance with the covenant. Project properties will be subject to the covenant for a period of fifteen years.

III. Eligibility

A. Eligible Applicants/Areas

Owners of "High Risk" unreinforced masonry buildings within the Lompoc Redevelopment Area are eligible to apply for assistance under the following circumstances:

- 1) Priority consideration will be given to business and property owners located in the 100 blocks of north and south "H" Street and the 100 blocks of east and west Ocean Avenue.
- 2) Funds for the Seismic Retrofit Loan Program are available on a first come, first serve basis. If funds are exhausted at the time of application submittal, Agency staff will retain the application for the next annual funding cycle. When loan funds become available, Agency staff will contact applicants, in the order applications were received with priority consideration continuing for properties in the 100 blocks of "H" Street & Ocean Avenue.

B. Retrofit Requirements

The requirements of Seismic Retrofit to un-reinforced masonry buildings are detailed in the attached City of Lompoc ordinance number 1459(01) (attached).

IV. Implementation of Work

Projects in excess of \$1,000.00 will impose prevailing wage requirements found in the California Labor Code (see attached Prevailing Wage Disclosure). Union wage trades perform much of this type of work, so this requirement should not significantly increase your project cost.

Improvements requiring the disturbance of painted surfaces may require lead-based paint testing. All cost associated with this testing will be paid through loan proceeds. Improvements causing **permanent** displacement of commercial tenants may require relocation assistance as well as displacement of residential tenants.

All improvements shall conform to the City of Lompoc Building Codes, Zoning Ordinance, Architectural Review Guidelines, and the Old Town Lompoc Specific Plan and any applicable federal, state and local directives. Extensive remodels may require

Planning Commission review, at the discretion of the City Planner. Project improvements commenced prior to Agency approval are not eligible for this Program.

Agency staff will carry out periodic site inspections.

For questions or comments please contact:

**Linda R. Wertman
Redevelopment Program Coordinator
100 Civic Center Plaza
Lompoc, CA 93436**

**Phone (805) 875-8278
Fax (805) 875-8378**



Lompop Redevelopment Agency

APPLICATION FOR SEISMIC RETROFIT LOAN FUNDING

Please provide as much of the following information as is currently available. Please refer to the Seismic Retrofit Loan Program Description for program details. For other information or guidance, please contact the Lompop Redevelopment Agency at (805) 875-8278.

1. Project Title:

2. Project Address:

3. Name of Property Owner:
Contact Person:
Mailing Address:

Telephone Number:

4. Amount of funding required / requested:

5. Activity Type:	Who will occupy the units?
<input type="checkbox"/> Seismic Retrofit	<input type="checkbox"/> Residential Tenants
<input type="checkbox"/> Demolition	<input type="checkbox"/> Commercial Tenants
<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Owner Occupied (commercial)
	<input type="checkbox"/> Mixed Use (commercial & residential)

6. Briefly describe your project, including the proposed use of Agency funds; total cost; number of commercial units to be produced or retrofitted (total square feet, if available); site plan and elevations; whether the project may require Lead Based Paint mitigation (is paint going to be disturbed) and any other relevant data. Attach one extra page of narrative, if necessary. If the proposed project has been recently acquired (in the last 90 days) or sale is in process, attach documentation of "site control" (such as grant deed, escrow or option agreement). If the proposed project includes temporary or permanent relocation, attach your Relocation Plan, project residential and/or business tenant survey and copies of the General Information Notices sent to each effected household. (Examples of the notices are available from the Agency). Include the cost of relocation in your pro forma/ budget (attach seperate sheets if necessary.)

7. Briefly describe the applicants organization structure (i.e. sole proprietorship, partnership, corporation, etc.). Describe your contractor's previous experience in implementing projects similar to the activity proposed. Attach resumes and references for each member of the proposed development team (i.e. developer, architect, consultants, project coordinator, etc.)

8. Briefly describe the goals and objectives to be achieved by the proposed project.

9. What is the estimated date of construction? Identify and then describe your plans to overcome any barriers to the project/program start date (e.g., zoning, environmental issues, relocation). Attach a list of major benchmarks in the development and implementation of the project, including receipt of funding commitments. Be sure to include completion dates.

10. Specify what other funds are proposed for the project and the status of each commitment of funds. Attach a detailed project proforma that includes the development budget with sources and uses of funds, the operating budget and a minimum 15-year cash flow projection.

CERTIFICATION

I certify that the information included within this application is true and complete to the best of my knowledge.

Applicant

Date

Co-Applicant

Date



Fair Credit Reporting Act

As part of processing your application for a Redevelopment Agency Funding, we may request a consumer report bearing on your creditworthiness, credit standing, and credit capacity.

This notice is given pursuant to the Fair Credit Reporting Act of 1970, Section 601 to Section 622, inclusive. You are entitled to such information within 60 days of written demand therefore made to the Credit Reporting Agency pursuant to Section 607(b) of the Fair Credit Reporting Act.

Applicant

Date

Applicant

Date

PREVAILING WAGE DISCLOSURE

The California Labor Code imposes prevailing wage requirements upon projects (in excess of \$1,000.00) “paid for in whole or in part out of public funds”. Laws and Regulations pertaining to the payment of prevailing wages can be found in the California Labor Code Sections 1720-1815.

If you receive a loan from the Lompoc Redevelopment Agency for construction, alteration, demolition, installation, or repair work done under contract, the prevailing wage requirements will apply to the entire project. This means that any contractor or subcontractor who performs work on the project must pay workers the prevailing wage for the appropriate trade, classification or type of work. The current prevailing wage rates are determined by the California Director of Industrial Relations and available from the Department of Industrial Relations website at:

http://www.dir.ca.gov/DLSR/statistics_research.html

Each contractor and subcontractor must keep accurate payroll records and prevailing wage rates must be posted at the job site.

Non-compliance with prevailing wage requirements may subject a contractor and/or subcontractor to penalties.

Borrower undertakes and agrees to defend, indemnify, and hold harmless the Lompoc Redevelopment Agency, the City of Lompoc and their staff, officers and employees from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney’s fees, City Attorney fees, and costs of litigation, damage or liability of any nature whatsoever, arising in any manner by reason of or incident to the performance on the part of the Borrower or any contractor or subcontractor of Borrower in regards to prevailing wage requirements.

Each contractor and subcontractor on the project must sign this disclosure.

I certify that I have read the above and will comply with the prevailing wage requirements applicable to this project:

Owner/Borrower

Date

Contractor

Date

**CONTRACTOR'S FINAL
RELEASE OF LIENS**

WHEREAS, the undersigned is a subcontractor, material person or other person furnishing services or labor or materials as indicated under its signature upon real estate located at _____ and owned by _____.

Receipt is acknowledged of \$_____ which represents final payment, bringing the total paid to date against our contract to \$_____ for labor and/or materials furnished and installed by us at the above referenced job, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims relating to this job. The outstanding amount under our contract for labor and/or materials to be furnished hereinafter in performance of the job is \$0.00.

I do not waive or release any future lien rights for additional labor and/or materials furnished hereafter in performance of any separately contracted work on this job.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed the work or supplied materials at the above premise to date.

In addition, the undersigned warrants: (a) that any claims for payment for work done or material furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned and will not be assigned; (b) that all laborers, subcontractors and material persons of the undersigned who have or will have furnished services or labor or materials in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or material persons have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Final Release and Waiver of Liens this _____ day of _____, 20____.

NAME OF FIRM: _____

BY: _____

TITLE: _____

WITNESSED BY: _____

COPY

ORDINANCE NO. 1459(01)

AN ORDINANCE OF THE CITY OF LOMPOC, CALIFORNIA
AMENDING ARTICLE 9 OF CHAPTER 10
OF THE LOMPOC CITY CODE RELATING TO
UNREINFORCED MASONRY BUILDINGS

WHEREAS, the State of California has adopted Government Code Sections 8875-8875.95 that require cities and counties within areas of known seismic activity to identify certain unreinforced masonry (URM) buildings and to establish a mitigation program to reduce potential hazards from those buildings; and,

WHEREAS, the City's Building Division staff complied with the mandatory provisions of Section 8875.2 of the California Government Code prior to January 1, 1990, as required by law; and,

WHEREAS, in compliance with Government Code Section 8875.2, the Building Official of the City of Lompoc initially identified sixteen buildings as potentially hazardous; and nine of those have since been removed from the potentially hazardous building list due to additional structural analyses, structural repair, or demolition; and,

WHEREAS, of the seven remaining structures classified as potentially hazardous, all are of unreinforced masonry construction: one structure is a vacant, securely fenced City Electrical Substation, which is not accessible to the public or used for any purpose, and six buildings are in private ownership; and,

WHEREAS, the City Council has previously added Article 9 to Chapter 10 of the Lompoc City Code, which imposed an implementation schedule for seismic retrofit of unreinforced masonry buildings; and,

WHEREAS, the City Council subsequently amended Section 1029 of the Lompoc City Code to revise the schedule for mandatory compliance with retrofitting requirements; and,

WHEREAS, on July 15, 1997, the City Council directed its Overall Economic Development Plan Committee (OEDPC) to review the City Code and return to the City Council with a recommendation as to implementation of an appropriate URM ordinance, which was adopted as Ordinance 1434(98); and later superseded by Ordinance 1442(99); and,

WHEREAS, after receiving testimony and recommendations from City Staff, local building owners, and other concerned citizens at its Meeting of March 20, 2001, the City Council directed Staff to return with recommendations necessary to repeal mandatory provisions of the URM Ordinance and to present a realistic program more closely conforming to the minimum requirements of the State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC HEREBY ORDAINS THAT the City's Potentially Hazardous Building Earthquake Safety Mitigation Program commenced in 1989, codified by Ordinance No. 1377(92), and modified by Ordinance No. 1417(96), Ordinance No. 1434(98), Resolution No. 4657(98), and Ordinance No. 1442(99) shall continue in accordance with the following provisions:

SECTION 1. Article 9 of Chapter 10 of the Lompoc City Code is hereby amended as follows:

*Article 9. Unreinforced Masonry Buildings Code.

Section 1028 Adoption of Appendix Chapter 1 of Uniform Code for Building Conservation.

Appendix Chapter 1 of the Uniform Code for Building Conservation [1997 Edition], entitled "Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings," which is promulgated and published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, is adopted and incorporated into this Article by reference as though fully set forth herein, except as otherwise noted in this Article.

Section 1029 Potentially Hazardous Building Earthquake Safety Mitigation Program.

- A. Definitions. For purposes of this Article, certain words and phrases and their derivatives shall be construed as specified in this section or as otherwise specified in the Uniform Building Code, the Uniform Code for the Abatement of Dangerous Buildings, the State Historical Building Code, or Lompoc City Code Section 102. When terms are not defined, they shall have their ordinarily accepted meanings within the context in which they are used.
1. "Potentially hazardous building" means the definition set forth in Government Code Section 8875(a), as it may be amended from time to time.
 2. "Unreinforced masonry building" means any building or structure containing walls constructed wholly or partly with unreinforced masonry walls, as defined in Section A103 of Appendix Chapter 1 of the Uniform Code for Building Conservation.
- B. Mitigation Program.
1. In addition to buildings identified prior to January 1, 1990, the Building Official shall, on an ongoing basis, identify potentially hazardous buildings, if any, within the City of Lompoc. This identification shall include current building use and daily occupancy load.
 2. The Building Official shall notify the legal owner(s) of every identified potentially hazardous building that the building is considered to be a structure of the general type that historically has exhibited little resistance to earthquake motion. This notice shall be dispatched by registered mail via the United States Postal Service.
 3. Any person having a legal or equitable interest in a building identified as potentially hazardous may appeal such classification to the City Council. All appeals shall comply with the appeals provisions of the Uniform Code for the Abatement of Dangerous Buildings [1997 Edition].
- C. Responsibility for Compliance.
1. It is the sole responsibility of the owners of potentially hazardous buildings to comply with all state and local regulations and laws pertaining thereto, including but not limited to the obligation to post a conspicuous sign at the entrance to the building, in compliance with Government Code Section 8875.8(a), and the duty to inform potential transferees, as required by Government Code Section 8875.6.
 2. Nothing in this Article makes the City of Lompoc responsible for paying the costs of strengthening any privately owned structure; reducing occupancy; demolishing a structure; preparing engineering and architectural analysis, investigation, or design; or for any other costs whatsoever incurred in connection with a private owner's compliance with all applicable earthquake safety directives."

SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalid part or application is severable. The City Council declares that it would have adopted the remainder of this Ordinance without the severed and invalid part or application. Any such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

SECTION 3. This Ordinance rescinds Resolution No. 4657(98); repeals Ordinances No. 1417(96) and 1434(98) in their entirety; and repeals those portions of Ordinances No. 1377(92) and 1442(99) relating to Article 9 of Lompoc City Code Chapter 10, entitled "Unreinforced Masonry Buildings Code."

SECTION 4. This Ordinance is effective on the thirty-first day after its adoption.

APPROVED AND ADOPTED on 1st day of May 2001, by the following electronic vote:

Ayes: Councilmember: DeWayne Holmdahl, Janice Keller, Will Schuyler, Michael Siminski, and Mayor Dick DeWees.

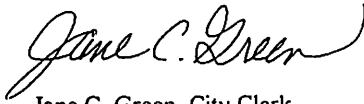
Noes: Councilmember: None.

Absent: Councilmember: None.



Dick DeWees, Mayor
City of Lompoc

ATTEST:



Jane C. Green, City Clerk
City of Lompoc



SEISMIC RETROFIT LOAN APPLICATION FEE DISCLOSURE

The following fees are estimates for your Redevelopment Agency loan application, and may differ depending on your specific application's needs:

	\$0.00 to \$200,000.00 Loan	\$200,000.01 to \$250,000.00 Loan	\$250,000.01 to \$360,000.00 Loan	\$360,000.01 and above
Credit Report:	\$25.00	\$25.00	\$25.00	\$25.00
Environmental:	\$50.00	\$75.00	\$100.00	\$100.00
Processing:	\$25.00	\$25.00	\$25.00	\$50.00
Title/Escrow:	\$100.00	\$125.00	\$200.00	TBD*
TOTAL:	\$200.00	\$225.00	\$300.00	TBD*

**Please contact our Agency for these fee estimates*

There may be an additional charge for an appraisal, if required by the Agency.

I/We understand that the above-mentioned fees are associated with my/our loan application, and are due and payable at the time of application submittal. I/We understand that these fees are nonrefundable and are necessary to process my/our application, regardless of whether or not my/our loan is approved. I/We understand that the fees listed above are estimates and that our specific fees may differ.

Signature of Applicant

Date

Signature of Applicant

Date