



# CITY OF BUELLTON

## CITY COUNCIL AGENDA

**Regular Meeting of January 09, 2014 – 6:00 p.m.  
City Council Chambers, 140 West Highway 246  
Buellton, California**

Copies of staff reports or other written documentation relating to each item of business referred to on this Agenda are on file in the office of the City Clerk and are available for public inspection

### **CALL TO ORDER**

Mayor John Connolly

### **PLEDGE OF ALLEGIANCE**

Council Member Judith Dale

### **ROLL CALL**

Council Members Ed Andrisek, Judith Dale, Holly Sierra, Vice Mayor Leo Elovitz, and Mayor John Connolly

### **REORDERING OF AGENDA**

### **PUBLIC COMMENTS**

Speaker Slip to be completed and turned in to the City Clerk prior to commencement of meeting. Limited to matters not otherwise appearing on the agenda. Limited to three (3) minutes per speaker. No action will be taken at this meeting.

### **CONSENT CALENDAR**

**(ACTION)**

The following items are scheduled for consideration as a group. Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.

- 1. Minutes of December 12, 2013 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
- 3. Acceptance of the 2012/2013 Road Maintenance Project**  
❖ (Staff Contact: Public Works Director Hess)

### **PRESENTATIONS**

**PUBLIC HEARINGS**

**COUNCIL MEMBER COMMENTS**

**COUNCIL ITEMS**

**WRITTEN COMMUNICATIONS**

Written communications are included in the agenda packets. Any Council Member, the City Manager or City Attorney may request that a written communication be read into the record.

**COMMITTEE REPORTS**

This Agenda listing is the opportunity for Council Members to give verbal Committee Reports on any meetings recently held for which the Council Members are the City representatives thereto.

**BUSINESS ITEMS**

**(POSSIBLE ACTION)**

- 4. Report from the Buellton Chamber of Commerce/Visitors Bureau Regarding 2013 Accomplishments and Goals for 2014**  
❖ (Staff Contact: City Manager Bierdzinski)
- 5. Consideration of Placing an Initiative on the November Ballot Regarding the Office of an Elected Mayor**  
❖ (Staff Contact: City Attorney Hanson)

**CITY MANAGER’S REPORT**

**ADJOURNMENT**

The next meeting of the City Council will be held on Thursday, January 23, 2014 at 6:00 p.m.

# **CITY OF BUELLTON**

**CITY COUNCIL MEETING MINUTES**  
**Regular Meeting of December 12, 2013**  
**City Council Chambers, 140 West Highway 246**  
**Buellton, California**

## **CALL TO ORDER**

Mayor Judith Dale called the meeting to order at 6:00 p.m.

## **PLEDGE OF ALLEGIANCE**

Council Member Leo Elovitz led the Pledge of Allegiance

## **ROLL CALL**

**Present:** Council Members Ed Andrisek, Leo Elovitz, Holly Sierra, Vice Mayor John Connolly, and Mayor Judith Dale

**Staff:** City Manager Marc Bierdzinski, City Attorney Ralph Hanson, Public Works Director Rose Hess, Finance Director Carolyn Galloway-Cooper, Fiscal Consultant John Herrera Via Telephone, Recreation Coordinator Abello, Station Commander Lt. Shawn O'Grady, and City Clerk Linda Reid

## **REORDERING OF AGENDA**

None

## **PUBLIC COMMENTS**

Kyle Abello, Buellton Recreation Coordinator, thanked everyone for helping with Buellton's Winter Fest last Sunday and stated that it was a great success.

City Manager Bierdzinski introduced Carolyn Galloway-Cooper as the City's new Finance Director and welcomed her.

## **CONSENT CALENDAR**

- 1. Minutes of November 14, 2013 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**

3. **Year 2014 Proposed Calendar of City Council Meetings**
4. **Approval of the 2013 Buellton Sewer System Management Plan (SSMP) Update**
5. **Growth Mitigation Annual Compliance Report**
6. **Resolution No. 13-18 – “A Resolution of the City Council of the City of Buellton, California, Approving Revised Dental and Vision Benefits for all Regular Full-Time Employees and Council Members, Effective February 1, 2014”**
7. **Award of Contract for the Flying Flags Sewer Line Improvement Project**

**MOTION:**

Motion by Council Member Sierra, seconded by Council Member Andrisek, approving the Consent Calendar as listed.

**VOTE:**

Motion passed by a roll call vote of 5-0.

**PRESENTATIONS**

None

**PUBLIC HEARINGS**

None

**COUNCIL MEMBER COMMENTS**

Council Member Elovitz requested that staff agendaize establishing an architectural review board and new design guidelines in January 2014. City Manager Bierdzinski stated that these issues will be addressed through discussions on the Vision Plan. The Council agreed by consensus to place the discussion of an architectural review board on the agenda in February.

Council Member Sierra thanked the Buellton Chamber of Commerce and Visitors Bureau for hosting their annual Installation Luncheon at the Santa Ynez Valley Marriott.

Council Member Andrisek announced that he and Mayor Dale toured Oxnard's Advance Water Purification Facility and provided the Council with information regarding the facility.

Council Member Andrisek requested that staff address vehicle speeding on Menlo Drive by adding speed limit signs and through traffic enforcement.

Mayor Dale announced that she attended the Economic Development Task Force meeting and provided an oral report for the record.

Council Member Sierra thanked staff for their letter to Caltrans regarding the installation of sidewalks on Highway 246.

Council Member Elovitz requested that staff obtain the sound test results from the recent event at Figueroa Mountain Brewing and advise the Council of the results.

Mayor Dale announced that the fund raising golf tournament at Zaca Creek Golf Course supporting the Library was very successful and raised over \$2,000 for the Buellton and Solvang Libraries.

## **COUNCIL ITEMS**

- 8. Council Reorganization**
  - A. Election of Mayor**
  - B. Election of Vice Mayor**
  - C. Presentation to Outgoing Mayor**

### **NOMINATION:**

Council Member Andrisek nominated Vice Mayor Connolly as Mayor for 2014; Council Member Sierra seconded the nomination.

### **VOTE:**

Nomination passed by a voice vote of 5-0.

### **NOMINATION:**

Council Member Sierra nominated Council Member Elovitz as Vice Mayor for 2014; Council Member Andrisek seconded the nomination.

### **VOTE:**

Nomination passed by a voice vote of 5-0.

Mayor Connolly thanked outgoing Mayor Dale for her service to the City of Buellton and presented her with a gavel plaque.

Outgoing Mayor Dale thanked her fellow Council Members, staff, and the community for providing support over the past year.

- 9. Appointments to Boards, Commissions and Committees**
  - a. Central Coast Water Authority (CCWA)**
  - b. Library Advisory Committee**
  - c. Santa Barbara County Association of Governments (SBCAG)**
  - d. Air Pollution Control District (APCD)**
  - e. California Joint Powers Insurance Authority (CJPIA)**
  - f. League of California Cities (LOCC) – Voting Delegate**
  - g. Buellton Chamber of Commerce Board of Directors (Ex Officio Member)**
  - h. Multi-Jurisdictional Solid Waste Task Group**
  - i. Economic Development Task Force**
  - j. City/School District Joint Use Committee**
  - k. Public Visioning Steering Committee**
  - l. Central Coast Collaborative on Homelessness**

The City Council nominated the following Council Members to the following Boards, Commissions, and Committees for 2014:

- A. Central Coast Water Authority (CCWA)**  
Council Member Ed Andrisek  
Council Member Holly Sierra (Alternate)
- B. Library Advisory Committee**  
Council Member Judith Dale  
Council Member Holly Sierra (Alternate)
- C. Santa Barbara County Association of Governments (SBCAG)**  
Council Member Holly Sierra  
Council Member Judith Dale (Alternate)
- D. Air Pollution Control District (APCD)**  
Council Member Holly Sierra  
Council Member Judith Dale (Alternate)
- E. California Joint Powers Insurance Authority (CJPIA)**  
Council Member Ed Andrisek  
Council Member John Connolly (Alternate)
- F. League of California Cities (LOCC)**  
Council Member John Connolly (Voting Delegate-Annual Conference)  
Council Member Leo Elovitz (Alternate Voting Delegate-Annual Conference)
- G. Chamber of Commerce Board of Directors (Ex Officio Member)**  
Council Member Holly Sierra
- H. Multi-Jurisdictional Solid Waste Task Group**  
Council Member Ed Andrisek  
Council Member Judith Dale
- I. Economic Development Task Force**  
Council Member Judith Dale  
Council Member Leo Elovitz (Alternate)
- J. City/School District Joint Use Committee**  
Council Member John Connolly
- K. Public Visioning Steering Committee**  
Council Member Judith Dale  
Council Member Leo Elovitz
- L. Central Coast Collaborative on Homelessness**  
Council Member Holly Sierra

**DIRECTION:**

The City Council agreed by consensus to approve the appointments to boards, commissions, and committees A-L as listed above for 2014.

**WRITTEN COMMUNICATIONS**

None

**COMMITTEE REPORTS**

None

**BUSINESS ITEMS****10. Consideration of Approval of Draft Master Plan for Neighborhood Park at the Village****RECOMMENDATION:**

That the City Council approve the Draft Master Plan for the Neighborhood Park at the Village and allocate \$100,000 to complete the improvements, and direct staff to investigate an assessment on the commercial properties to help pay for maintenance of the Park.

**STAFF REPORT:**

Recreation Coordinator Abello presented the staff report.

**DOCUMENTS:**

Staff Report with attachments (as listed in the staff report)

**SPEAKERS/DISCUSSION:**

Larry Bishop, Buellton, submitted a letter regarding this item, which was distributed to the City Council and made part of the record.

Kathy Vreeland, Executive Director of the Buellton Chamber and Visitors Bureau, submitted a letter regarding this item, which was distributed to the City Council and made part of the record.

David Foote of Firma Consultants discussed the Draft Master Plan for the Neighborhood Park at the Village.

Mike Hendrick, General Manager of the Santa Ynez Valley Marriott, spoke in support of the Park, specifically the Bocce ball courts.

Jody Knoell, representing the Buellton Chamber and Visitors Bureau, read their letter into the record regarding the Park.

Larry Rankin, Buellton, stated he supports the initial Park design.

Peggy Brierton, Buellton, discussed how the Park will be used with regard to events.

The City Council discussed the following issues:

- Support for the initial Park design
- Events at the Park

**MOTION:**

Motion by Council Member Sierra, seconded by Council Member Andrisek, approving the Planning Commission and Parks & Recreation Commission Draft Master Plan for the Neighborhood Park at the Village with allocation of \$56,000 to complete the improvements.

**VOTE:**

Motion passed by a roll call vote of 4-1, with Council Member Dale voting no.

**11. Review of Comprehensive Annual Financial Report (CAFR) for June 30, 2013**

**RECOMMENDATION:**

That the City Council receive and file the CAFR for Fiscal Year ending June 30, 2013.

**STAFF REPORT:**

Contract Fiscal Consultant Herrera presented the staff report.

**DOCUMENTS:**

Staff Report with attachments (CAFR)

**SPEAKERS/DISCUSSION:**

Mark Preston, Buellton, provided a handout for the record and discussed his findings regarding the CAFR.

The City Council discussed the CAFR and the City's financial status.

**MOTION:**

Motion by Council Member Sierra, seconded by Council Member Andrisek, directing staff to receive and file the CAFR for Fiscal Year ending June 30, 2013.

**VOTE:**

Motion passed by a voice vote of 5-0.

**12. Quarterly Financial Report – 4<sup>th</sup> Quarter Ending June 30, 2013**

**RECOMMENDATION:**

That the City Council receive and file the Quarterly Financial Report for the 4th quarter of Fiscal Year 2012/13 and for the year ending June 30, 2013.

**STAFF REPORT:**

Contract Fiscal Consultant Herrera presented the staff report.

**DOCUMENTS:**

Staff Report with attachments (Quarterly Financial Report for the 4<sup>th</sup> Quarter ending June 30, 2013)

**SPEAKERS/DISCUSSION:**

Mark Preston, Buellton, discussed the quarterly report format.

Finance Director Galloway-Cooper discussed how she will prepare quarterly and monthly reports moving forward.

**MOTION:**

Motion by Council Member Dale, seconded by Council Member Sierra, directing staff to receive and file the Quarterly Financial Report for the 4th quarter of Fiscal Year 2012/13 and for the year ending June 30, 2013.

**VOTE:**

Motion passed by a voice vote of 5-0.

**13. Discussion and Proposed Budget Adjustment for Full-Time Facilities Maintenance Position**

**RECOMMENDATION:**

That the City Council approve the full-time Facilities Maintenance position and the budget amendment to be reflected in the Mid-Year Budget Review in January 2014, and direct the Human Resources Director to complete the recruitment process.

**STAFF REPORT:**

Public Works Director Hess presented the staff report.

**DOCUMENTS:**

Staff Report with attachments (Facilities Maintenance Worker Job Description)

**SPEAKERS/DISCUSSION:**

The City Council discussed the following issues:

- Capital improvement projects
- Saving money by adding the new position

**MOTION:**

Motion by Vice Mayor Elovitz, seconded by Council Member Dale, approving the full-time Facilities Maintenance position and the budget amendment to be reflected in the Mid-Year Budget Review in January 2014, and directing the Human Resources Director to complete the recruitment process.

**VOTE:**

Motion passed by a roll call vote of 5-0.

**CITY MANAGER'S REPORT**

City Manager Bierdzinski provided an informational report for the record.

**ADJOURNMENT**

Mayor Connolly adjourned the regular meeting at 8:10 p.m. The next regular meeting of the City Council will be held on Thursday, January 9, 2014 at 6:00 p.m.

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John Connolly  
Mayor

ATTEST:

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Linda Reid  
City Clerk

BACK-UP/SUPPORT DATA IS AVAILABLE FOR COUNCIL REVIEW IN CITY HALL

The following is a list of claims to be ratified and approved for payment by the City Council at the **January 9, 2014** Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		<u>\$ 605,959.48</u>
EXHIBIT B		<u>\$ 66,269.91</u>
PAYROLL	12/13/13	\$ 36,851.43
Other pay	12/13/13	\$ 1,770.16
Council Pay	12/20/13	\$ 2,311.70
Other pay	12/31/13	\$ 3,054.73
PAYROLL	12/31/13	<u>\$ 38,322.00</u>
<b>TOTAL AMOUNT OF CLAIMS:</b>		<u><u>\$ 754,539.41</u></u>

**AUTHORIZATION IS HEREBY GIVEN TO THE CITY TREASURER TO PAY ALL CLAIMS AS REVENUES BECOME AVAILABLE.**

Check-Run	Seq#	Date	Vendor Name	Checking #	Obls	Discount	Net amount	Status
28873-	583	1	12/05/2013	0 MAUREEN CONNOLLY	1	.00	1,467.25	Logged
28874-	583	2	12/05/2013	193 FIRST NATIONAL BANK OF OMAHA	5	.00	10,119.77	Logged
28875-	584	1	12/12/2013	0 PAUL ENGLS	1	.00	100.00	Logged
28876-	584	2	12/12/2013	0 FARM SUPPLY COMPANY	1	.00	10,000.00	Logged
28877-	584	3	12/12/2013	0 LISA DART	1	.00	15.46	Logged
28878-	584	4	12/12/2013	0 CATHERINE TORNERG	1	.00	39.13	Logged
28879-	584	5	12/12/2013	5 ABALONE COAST ANALYTICAL, INC.	1	.00	631.60	Logged
28880-	584	6	12/12/2013	27 AQUA BEN CORPORATION	1	.00	2,311.43	Logged
28881-	584	7	12/12/2013	28 ARAMARK UNIFORM SERVICES	1	.00	362.86	Logged
28882-	584	8	12/12/2013	32 NESTLE WATERS NORTH AMERICA db	2	.00	70.35	Logged
28883-	584	9	12/12/2013	60 BUELLTON CHAMBER OF COMMERCE	1	.00	550.00	Logged
28884-	584	10	12/12/2013	62 BUELLTON MEDICAL CENTER	1	.00	185.00	Logged
28885-	584	11	12/12/2013	74 CSMFO	1	.00	110.00	Logged
28886-	584	12	12/12/2013	76 CAL-COAST IRRIGATION, INC.	2	.00	43.03	Logged
28887-	584	13	12/12/2013	90 CaIPERS LONG-TERM CARE PROGRAM	1	.00	84.25	Logged
28888-	584	14	12/12/2013	101 CITY OF SOLVANG	1	.00	17,724.00	Logged
28889-	584	15	12/12/2013	105 CITY OF BUELLTON	1	.00	742.10	Logged
28890-	584	16	12/12/2013	110 CVS PHARMACY	1	.00	12.51	Logged
28891-	584	17	12/12/2013	118 COASTAL COPY, LP	3	.00	384.69	Logged
28892-	584	18	12/12/2013	121 COC/BBA/VISITORS INFORMATION	1	.00	26,022.20	Logged
28893-	584	19	12/12/2013	122 COMCAST CABLE	1	.00	168.45	Logged
28894-	584	20	12/12/2013	142 DANIEL FITZGERALD dba	1	.00	1,200.00	Logged
28895-	584	21	12/12/2013	161 STATE OF CALIFORNIA - DOJ	1	.00	32.00	Logged
28896-	584	22	12/12/2013	172 ECHO COMMUNICATIONS	1	.00	62.76	Logged
28897-	584	23	12/12/2013	176 EXCLUSIVE ALARMS	3	.00	324.00	Logged
28898-	584	24	12/12/2013	187 FARM SUPPLY COMPANY	1	.00	210.49	Logged
28899-	584	25	12/12/2013	201 G E CAPITAL	1	.00	150.12	Logged
28900-	584	26	12/12/2013	203 GARY BROWN dba	1	.00	1,802.00	Logged
28901-	584	27	12/12/2013	206 GERALD G. PENN dba	1	.00	2,760.00	Logged
28902-	584	28	12/12/2013	208 GOVT FINANCE OFFICERS ASSOC	1	.00	435.00	Logged
28903-	584	29	12/12/2013	210 GRANITE CONSTRUCTION COMPANY	1	.00	8,793.91	Logged
28904-	584	30	12/12/2013	280 LEE CENTRAL COAST NEWSPAPERS	1	.00	473.03	Logged
28905-	584	31	12/12/2013	282 LAWSON PRODUCTS, INC	1	.00	214.84	Logged
28906-	584	32	12/12/2013	285 SANTA MARIA TIMES dba	1	.00	125.10	Logged
28907-	584	33	12/12/2013	294 LOMPOC PUBLIC LIBRARY	1	.00	87,278.00	Logged
28908-	584	34	12/12/2013	352 P G & E	1	.00	23,464.34	Logged
28909-	584	35	12/12/2013	369 PERRY'S ELECTRIC MOTORS & CONT	1	.00	255.00	Logged
28910-	584	36	12/12/2013	379 POSTMASTER	1	.00	550.00	Logged
28911-	584	37	12/12/2013	380 PRAXAIR DISTRIBUTION, INC.	1	.00	134.72	Logged
28912-	584	38	12/12/2013	387 ALBERTSONS, LLC.	1	.00	176.16	Logged
28913-	584	39	12/12/2013	426 SAN LUIS PAPER CO.	1	.00	334.44	Logged
28914-	584	40	12/12/2013	437 SANTA YNEZ VALLEY FLORIST, INC	1	.00	97.20	Logged
28915-	584	41	12/12/2013	438 SANTA YNEZ VALLEY HARDWARE	1	.00	137.61	Logged
28916-	584	42	12/12/2013	448 SB CO FIRE DEPARTMENT	2	.00	94,116.00	Logged
28917-	584	43	12/12/2013	450 SB CO SHERIFF'S DEPARTMENT	3	.00	280,816.16	Logged
28918-	584	44	12/12/2013	465 SP MAINTENANCE SERVICES, INC.	1	.00	2,821.00	Logged
28919-	584	45	12/12/2013	469 STAPLES CONTRACT & COMMERCIAL,	3	.00	374.54	Logged
28920-	584	46	12/12/2013	473 SPRINT SPECTRUM, L.P. dba	1	.00	33.80	Logged
28921-	584	47	12/12/2013	489 STEVE'S WHEEL & TIRE	1	.00	1,158.30	Logged
28922-	584	48	12/12/2013	507 THE GAS COMPANY	3	.00	117.18	Logged
28923-	584	49	12/12/2013	521 TODD PIPE & SUPPLY	1	.00	9.89	Logged
28924-	584	50	12/12/2013	535 UNDERGROUND SERVICE ALERT	1	.00	6.00	Logged
28925-	584	51	12/12/2013	543 USA BLUEBOOK	1	.00	139.22	Logged

Run date: 12/31/2013 @ 09:29  
 Bus date: 12/31/2013

City of Buellton  
 Check Summary Report

**EXHIBIT A**  
 Page 2 of 2

Check-Run	Seq#	Date	Vendor Name	Checking	# Obls	Discount	Net amount	Status
28926-	584	52 12/12/2013	545 KROS ANDRADE dba		1	.00	564.00	Logged
28927-	584	53 12/12/2013	551 VALLEY TOOL RENTALS		2	.00	209.44	Logged
28928-	584	54 12/12/2013	555 VERIZON CALIFORNIA		1	.00	2,285.14	Logged
28929-	584	55 12/12/2013	649 FLUID RESOURCE MANAGEMENT, INC		2	.00	900.00	Logged
28930-	584	56 12/12/2013	655 COAST NETWORKX, INC.		1	.00	449.00	Logged
28931-	584	57 12/12/2013	668 ONE STOP AUTO PARTS		1	.00	185.16	Logged
28932-	584	58 12/12/2013	669 HYDREX PEST CONTROL		1	.00	105.00	Logged
28933-	584	59 12/12/2013	679 COURIER SYSTEMS		1	.00	123.05	Logged
28934-	584	60 12/12/2013	706 SATCOM GLOBAL, INC.		1	.00	49.42	Logged
28935-	584	61 12/12/2013	718 AUTOSYS, INC.		2	.00	3,028.48	Logged
28936-	584	62 12/12/2013	743 ALFA LAVAL ASHBROOK SIMON-HART		1	.00	1,218.10	Logged
28937-	584	63 12/12/2013	744 GE CAPITAL INFO TECH SOLUTIONS		1	.00	500.05	Logged
28938-	584	64 12/12/2013	765 VICTOR RODRIGUEZ dba		1	.00	65.00	Logged
28939-	584	65 12/12/2013	768 WEX BANK		1	.00	1,642.31	Logged
28940-	584	66 12/12/2013	777 UNITED STORM WATER, INC.		1	.00	4,964.00	Logged
28941-	584	67 12/12/2013	781 VALLEY CREST LANDSCAPE MAINT,		2	.00	9,552.00	Logged
28942-	584	68 12/12/2013	804 ANIMAL & INSECT PEST MANAGEMEN		2	.00	299.00	Logged
28943-	584	69 12/12/2013	813 HOME DEPOT CREDIT SERVICES		1	.00	73.44	Logged
						.00		
** Total check discount **						.00		
** Total check amount **						605,959.48		
						.00		

Payments via Electronic Fund Transfer (EFT):

Health Premium	12/4/13	21,459.89
Deferred Compensation Plan	12/4/13	13,474.74
Aflac Sup Ins	12/4/13	515.82
Retirement Contribution	12/5/13	19,550.92
Payroll Taxes	12/17/13	10,292.52
FSA-Staff	12/20/13	755.63
FSA - Council	12/20/13	100.00
Payroll Taxes - Council	12/23/13	120.39
<b>Total</b>		<b>\$ 66,269.91</b>

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: MPB  
Council Agenda Item No.: 3

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director/City Engineer

Meeting Date: January 9, 2014

Subject: Acceptance of the 2012/2013 Road Maintenance Project

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**BACKGROUND**

On August 8, 2013, the City Council awarded a contract to Granite Construction in the amount of \$280,447 with an approved contingency of 25% for a total amount not to exceed \$350,558 for the 2012/2013 Road Maintenance Project. The project was substantially completed end of December 2013. This includes the installation of crack sealant and placement of a Type II Slurry Seal with black rock on the streets in the Rancho de Maria neighborhood of the City (see attachment) and on Central Avenue (South of Highway 246), Zaca Street, Commerce Road, Easy Street and Thomas Road, as well as local ac remove and replacement on various locations. Restriping was also completed with the addition of striping bicycle sharrows on Shadow Mountain Drive pursuant to implementation of the Bicycle and Pedestrian Master Plan. Staff has inspected the construction and is satisfied that the project plans and specifications have been met.

**FISCAL IMPACT**

The final construction cost of the project, including change orders, was \$293,536.14. Funding for the construction of the project was allocated from Measure A Local Funds, General Fund and Gas Tax.

**RECOMMENDATION**

That the City Council accept the 2012/2013 Road Maintenance Project and instruct the City Manager to file the attached Notice of Completion.

**ATTACHMENT**

Attachment 1 - Notice of Completion

**NOTICE OF COMPLETION**

Notice is hereby given that:

- 1. The undersigned is the owner or corporate officer of the interest or estate hereinafter described:
- 2. The full name of the owner is: City of Buellton
- 3. The full address of the owner is: 107 West Highway 246  
P.O. Box 1819  
Buellton, California 93427
- 4. The nature of the interest or estate of the owner is "in fee"
- 5. A work of improvement on the property hereinafter was completed on December 31, 2013. The work done was the installation of crack sealant and placement of a Type II Slurry Seal with black rock on the streets in the Rancho de Maria neighborhood of the City and on Central Avenue (South of Highway 246), Zaca Street, Commerce Road, Easy Street, and Thomas Road, as well as local asphalt concrete removal and replacement on various locations and striping within the City limits of the City of Buellton.
- 6. The name of the contractor, if any, for such work of improvement was Granite Construction.
- 7. The property on which said work of improvement was completed is in the City of Buellton, County of Santa Barbara, State of California, and is described as various streets within the City limits of the City of Buellton.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Linda Reid, City Clerk

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**VERIFICATION**

I, the undersigned, declare that I am the City Engineer of the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof and the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2014, at \_\_\_\_\_, California.  
(Date of Signature) (City where signed)

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Rose M. Hess, Public Works Director/City Engineer

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: MPB  
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: Marc Bierdzinski, City Manager

Meeting Date: January 9, 2014

Subject: Report from the Buellton Chamber of Commerce/Visitors Bureau  
Regarding 2013 Accomplishments and Goals for 2014

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**BACKGROUND**

The Buellton Chamber of Commerce/Visitors Bureau will be making a PowerPoint presentation to the City Council regarding what they accomplished in 2013 and what is planned for 2014. They will also explain the differences between the activities of the Chamber and the Visitor's Bureau, including their separate budgets.

Attached for your use are the following documents:

- The existing wording of the Chamber of Commerce contract with the City (Attachment 1). Staff has complied all of the contract amendments into one document for ease of review.
- The existing lease agreement for the Vintage Walk space (Attachment 2)

The Economic Development Task Force has been reviewing the Chamber contract and we anticipate that amendments will occur early this year once Phase 1 of the Kosmont economic study is completed. The Task Force would like to tie some of the Kosmont strategies to the contract.

**RECOMMENDATION**

That the City Council receive the presentation from the Buellton Chamber of Commerce/Visitors Bureau and (1) comment on the accomplishments and goals and (2) provide direction to the Economic Development Task Force on suggested changes to the Chamber of Commerce contract.

**ATTACHMENTS**

Attachment 1 – Current Chamber of Commerce contract with the City  
Attachment 2 – Vintage Walk Lease Agreement

## **EXISTING CONTRACT WORDING (SUMMARY OF ORIGINAL CONTRACT AND AMENDMENTS)**

### **Service Contract by and between the City of Buellton And the Buellton Business Association/Chamber of Commerce for Operation of a Visitors Bureau**

This CONTRACT by and between the CITY OF BUELLTON, a California General Law City (hereinafter referred to as CITY) and the BUELLTON BUSINESS ASSOCIATION/CHAMBER OF COMMERCE (hereinafter referred to as BBA/COC) for city advertisement and promotion of city facilities and for operation of a VISITORS BUREAU (hereinafter referred to as BUREAU) in the City (the CONTRACT), by and between the CITY and the BBA/COC on the following terms and conditions.

#### **RECITALS**

**WHEREAS**, the BUREAU operated under the direction of the BBA/COC and pursuant to a service contract with the CITY during the CITY's 1993-94 fiscal year; and

**WHEREAS**, the BBA.COC in its operation of the BUREAU has demonstrated that it has expertise and ability to promote and advertise local commercial, tourist related and other facilities and events for the benefit of the community; and

**WHEREAS**, the CITY derives substantial revenue from commercial activities in the CITY through its share of sales tax and transient occupancy tax revenue and from tourist interest and community recognition of the CITY and from such events as might promote conventions, visitations and interstate traffic to the CITY; and

**WHEREAS**, the CITY's revenue and ability to provide services to the public would be severely diminished if its sales tax and transient occupancy taxes were curtailed or eliminated; and

**WHEREAS**, the CITY does not at this time desire the establishment of a department and the employment of staff to promote the commercial and tourist related activities in the CITY through which sales and transient occupancy taxes are generated; and

**WHEREAS**, the CITY wishes to engage the services of the BBA/COC to operate the BUREAU to provide the advertising and promotion of the commercial and tourist related business in the CITY and the BBA/COC wishes to provide said services to the CITY through the operation of the BUREAU in consideration of financial assistance to be granted by the CITY.

**NOW, THEREFORE, THE PARTIES AGREE**, in consideration of the foregoing facts and the conditions and terms set forth herein, as follows:

**1. AGREEMENT TO CONTRACT FOR SERVICES**

1.1 CITY hereby engages BBA/COC to operate and maintain a BUREAU to promote and invite trade and business meetings, celebrations and conventions whereby businesses and individuals from outside the CITY may become acquainted with the CITY, and to advertise, promote and provide information regarding the CITY facilities, local products, art work, agricultural, mineral, climatic, educational and other features, its musical and other cultural activities, conventions and other gatherings, and such other assets of the CITY as the BBA/COC and CITY deem worthy of advertising and promotion (CITY FACILITIES) by such means within the budgetary restraints of BUREAU, including without limitation, signs and billboards (as permitted by law), primary and secondary advertising, direct mail, representation at conferences, fairs, events, exhibits and other similar activities, the preparation and circulation of maps and brochures, and the operation of a visitor's information office.

1.2 BBA/COC hereby agrees through the BUREAU to advertise and promote the CITY FACILITIES by any or all of those means listed in Subsection 1.1, above, or such other means which CITY and BBA/COC deem appropriate and which are within the BUREAU's budgetary restraints.

**2. TERM OF THIS CONTRACT, TERMINATION, AMENDMENT AND RENEWAL**

2.1 Term of this Contract. This CONTRACT shall become effective as of July 1, 1997, and shall continue in effect until terminated as hereinafter provided in Section 2, below, or amended or renewed pursuant to the terms of Section 2 (the TERM) of the original CONTRACT.

2.2 Termination. Either party may terminate this CONTRACT without cause upon 90 days written notice given to the other as provided in Section 9.4 of the original CONTRACT.

2.3 Amendment or Renewal of this Contract. This CONTRACT may be amended or renewed only by a writing, executed by both of the parties hereto, which sets forth the terms upon which the amendment or the renewal shall be based, including without limitation, the period of time for which the amendment or renewal applies and any compensation to be paid for the amendment and/or renewal.

**3. CONSIDERATION TO BE PAID FOR SERVICES OF BBA/COC'S OPERATION OF BUREAU**

In consideration of the services to be provided by BUREAU on behalf of the CITY FACILITIES, CITY will provide a sum equal to 20.83 percent (20.83%) of the transient occupancy tax, as received each month, starting March 1, 2013 to BBA/COC exclusively for BUREAU services rendered during the TERM. These funds will be placed in a checking account separate from BBA/COC funds and a separate accounting of the dispersal of said funds will be kept by the BUREAU. Said consideration shall be paid by the CITY no more frequently than monthly. The BUREAU will provide a monthly report of all expenditures to the CITY. In the event an earlier termination pursuant to Subsection 2.2, the CITY shall compensate BBA/COC for BUREAU services rendered through the effective date of the termination period.

**4. SPECIFIC SERVICES SHALL BE REQUIRED OF THE BUREAU**

4.1 Services and Costs. The provisions of Section 1, above, notwithstanding, the BUREAU shall provide, and hereby agrees to provide, the specific services set forth below, to wit:

- a. A Visitor's Information Office (the OFFICE) in suitable quarters staffed by competent personnel which shall be open not less than 42 hours a week and shall provide promotional material, advertising, direction and advice and other information about CITY FACILITIES to those seeking information at said OFFICE; and
- b. Telephone service to include fax service, listing and telephone response at the OFFICE to inquiries about commercial and visitor facilities, events and requests for directions and advice; and
- c. Signing and advertising to promote tourism and businesses located within the CITY.

4.2 Plans and Activities. The BBA/COC through the BUREAU shall furnish to the CITY the following:

- a. By September 30 of each calendar year, an annual line item budget for the BUREAU's entire operation will be submitted to the City;
- b. An annual program list containing programs and specific tasks including timetables for the accomplishment of specific objectives from the first year;

c. A six-month progress report by March 1 of each calendar year and a nine-month effectiveness report by June 1 of each calendar year, detailing the extent to which the annual activity planned for the fiscal year has been met, will be submitted to the City.

**5. HOLD HARMLESS AND INDEMNITY**

The BBA/COC hereby agrees to defend, protect, indemnify and hold harmless CITY, its officers, employees and agents from any and all claims arising directly or indirectly out of the activities of the BBA/COC and/or BUREAU unless due to the CITY's negligence which will be performed pursuant to this CONTRACT and/or any other activities conducted by the BUREAU and the BBA/COC, including without limitation, any and all claims for personal injury or death of any third party or member or employee of the BUREAU (including the BBA/COC) or any and all claims made by reason of an injury or injuries, or any other harm, to the real or personal property of a third party of the BUREAU (including the BBA/COC).

**6. INSURANCE**

The BUREAU and/or the BBA/COC shall during the TERM provide all workers' compensation insurance at BUREAU's and/or BBA/COC's expense for any and all employees employed by the BUREAU and/or the BBA/COC and shall defend, protect, indemnify and hold harmless CITY, its officers, employees and agents from any claim arising by failure of BBA/COC or the BUREAU to provide such workers' compensation insurance. BUREAU and/or BBA/COC shall maintain public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) which names the CITY as an additional insured. Certificates of insurance for public liability and property damage insurance showing the CITY as additional insured shall be provided to the CITY within fourteen (14) days of the execution of this CONTRACT. Failure to provide insurance required by this Section 6 shall be a material breach of this CONTRACT.

**7. BREACHES OF THE TERMS OF THIS CONTRACT**

In the event of a breach of a term or condition of this CONTRACT by one party, the other party shall give notice to the breaching party of the alleged breach as provided in Section 9.4, below. The breaching party shall have thirty (30) days within which to cure said breach. If said breach is not cured within the 30-day period, the non-breaching party shall have the right to terminate this CONTRACT by written notice given as provided in Section 9.4 and said termination shall be effective at delivery of said notice as said delivery is deemed to have occurred pursuant to Section 9.4, below. The forgoing notwithstanding, this Section 7 shall not operate to limit the use of all legal remedies available to the non-breaching party.

**8. NO DISCRIMINATION IN EMPLOYMENT AND CONTRACTS**

The BBA/COC and its BUREAU operation shall refrain from any discriminatory practices with respect to race, country of origin or ethnicity, gender, sexual preferences, age or religious preferences in its membership practices and operations, in the employment of personnel for the BUREAU (including the BBA/COC) and in contracting for services rendered by or through it pursuant to this CONTRACT.

**9. MISCELLANEOUS PROVISIONS**

9.1 Complete Agreement Between the Parties. This CONTRACT represents the complete agreement of the parties regarding the subject matter contained herein and no prior or contemporaneous, written or oral, representation by one party to the other which it is not contained herein shall have any effect on the matters contained herein.

9.2 Construction. This CONTRACT has been entered into and executed in the State of California and it shall be construed pursuant to the law of said State. The use of headings, captions and numbers in this CONTRACT is for the purpose of ease of reading and identification of information and such headings, captions and numbers shall not be construed to alter the plain meaning of the text of this CONTRACT. This CONTRACT shall not be construed against or in favor of either party by reason of the fact that one party acted as scrivener for the mutually agreed upon terms contained herein.

9.3 Authorization to Execute. Each party represents to the other that the person or persons executing this CONTRACT on behalf of that party has been duly authorized to do so.

9.4 Notice. Whenever notice is required to be given by one party to the other pursuant to this CONTRACT or is necessary to exercise a term or condition of this CONTRACT, the party giving notice shall do so in writing, which is dated and delivered by either personal messenger, commercial messenger or the United State Postal Service with postage prepaid to the other party at the address set forth below or such other address as either party may provide the other from time to time. When delivery is personal or by messenger said notice shall be deemed received when delivered. When notice is sent by the United State Postal Service, notice shall be deemed delivered upon the fifth (5<sup>th</sup>) day after the postmark shown on the envelope in which said notice is sent. The addresses to which notice should be sent are:

If to CITY:                      City of Buellton  
   Attn: City Manager  
   107 W. Highway 246  
   P.O. Box 1819

Buellton, CA 93427

Cc: City Attorney

If to BUREAU: Buellton Business Association/Chamber of  
Commerce  
Attn: Executive Director  
595 Avenue of Flags, Suite 101  
Buellton, CA 93427

Cc: President of BBA/COC

9.5 Independent Contractor Status. It is understood and agreed by the parties that the BBA/COC and its BUREAU are operating as an independent contractor in conducting the duties and obligations under this CONTRACT and that neither party shall be deemed or construed to be an employee or agent of the other. The BBA/COC and/or its BUREAU has represented to CITY that the BBA/COC and its BUREAU have an employer identification number and will and shall make all tax reports and statements required by federal and state law.

9.6 Records and Audit. All records of the BBA/COC that pertain to the BUREAU and all records of the BUREAU shall be open to inspection by the CITY upon reasonable notice and during normal business hours. Upon request of the CITY, the BBA/COC will submit to an audit of BUREAU operations conducted by a certified public accountant to evaluate the BUREAU's compliance with its budget as provided in Section 4.2.a of this CONTRACT.

This CONTRACT has been executed as of the date first noted above.

**ADDENDUM TO LEASE AGREEMENT**

**THIS ADDENDUM TO LEASE AGREEMENT** made this 12<sup>th</sup> day of February, 2009, by and between the BUELLTON REDEVELOPMENT AGENCY, a governmental entity established under California redevelopment law (hereinafter referred to as "Lessor"), and the BUELLTON BUSINESS ASSOCIATION/CHAMBLER OF COMMERCE, a non-profit civic organization organized under the laws of California (hereinafter referred to as "Lessee").

**RECITALS**

**A.** By Agreement of Lease made and entered into by and between Lessor and Lessee concurrent herewith (the "Lease Agreement"), Lessor agrees to lease the Premises described in the Lease Agreement to Lessee for Base Rent in the amount of \$1,350 per month. The Base Rent has been established as the Fair Market rental value of the Premises in an appraisal conducted on October 14, 2008, by Mid State Appraisal Services and supplemented by letter dated October 22, 2008.

**B.** On or before the Date of Commencement of the Lease Agreement, the Lessor intends to acquire the Premises in furtherance of developing local economic vitality as recommended by the California Association for Local Economic Development ("CALED"). In a study completed on February 28, 2008, CALED specifically recommended that the Buellton Visitors Bureau be moved from its current location to Vintage Walk in support of continued revitalization along the Avenue of Flags.

**C.** CALED further recommended establishment of an Economic Development and Tourism Strategy that defines the community's economic base, identifies industry trends and potential targets, quantifies tourism opportunities and local branding, develops required infrastructure, assesses industrial development potential, and engages partners such as the Buellton Business Association/Chamber of Commerce to devise and implement a business retention/attraction program.

**D.** The Lessor wishes to engage the services of the Lessee to affirmatively further development and implementation of an Economic Development and Tourism Strategy. Lessee is able and willing to assist the Lessor in furthering these objectives.

**NOW, THEREFORE**, in consideration of the above recitals which are deemed to be a material part of the Lease Agreement, the parties agree as follows:

**1. Consideration in Lieu of Rent.** Beginning on the Commencement Date specified in Paragraph 1.3 of the Lease Agreement, and for each month that the Lessee complies with the provisions of Paragraphs 2 and 3 of this Addendum, the entire sum of the Base Rent (including adjustments pursuant to Paragraph 7.b. below, shall be waived.

**2. Economic Development Services.** The Lessee shall provide, and hereby agrees to provide, the economic development services in the time and manner, and in accordance with the performance standards, specified in Table 1 below. These services, and the requirements of this Paragraph 2, are in addition to and wholly independent of any requirements for which the Lessee may be obligated under separate agreement with the City of Buellton.

Task No.	Task Description	Start Date	Performance Standard
1	Prepare an Action Plan and Draft Budget with yearly goals and objectives, including commerce development.	First Action Plan/Draft Budget shall be prepared by March 1, 2009	Action Plan/Draft Budget to be submitted to City of Buellton by March 1 of each year with a progress review by September 1 of each year
2	Prepare quarterly reports to verify compliance with all tasks required by the lease agreement.	Quarterly reports to be submitted to City of Buellton starting with 4th Quarter 2009	Quarterly reports to be provided to the City of Buellton within 30 days of the end of each quarter
3	Perform a business needs survey in conjunction with annual membership renewal and provide results to City of Buellton.	First survey to be developed and inserted in renewal notices by June 1, 2009	Survey to be conducted annually and results to be provided to the City of Buellton by December 31 of each year
4	Member newsletter to include updates on State and Federal legislation impacting businesses.	Newsletter to be published monthly and shall include this information starting in January 2010	City staff will verify inclusion of legislative updates prior to distribution of newsletter
5	Develop a business attraction and retention committee.	Committee to be formed by June 1, 2009	The purpose of the Committee is to review the effectiveness of current business and attraction activities and to develop new methods of business attraction and retention. Committee shall meet a minimum of two times per year and minutes of each meeting shall be submitted to the City of Buellton
6	Actively identify and recruit employers in the region to locate businesses/facilities in Buellton.	Upon Date of Commencement of Lease Agreement	Potential businesses/facilities shall be identified through trade magazines, web searches, and other appropriate similar sources. A minimum of four personal contacts with potential businesses shall be required per year. A summary of activities shall be included within the required quarterly reports in connection with Task 2

Table 1: Economic Development Services			
Task No.	Task Description	Start Date	Performance Standard
7	Distribute an economic development promotional packet.	Packet to be prepared and ready for distribution by January 1, 2010 and updated annually thereafter	The packet is to be given to prospective businesses desiring to locate in the City of Buellton. The packet shall include demographic information, City contact information, school district information, a map of the City, and other available information that promotes Buellton. A summary of the number of packets distributed to be included within the required quarterly reports
8	Distribute information on the Small Business Administration (SBA) loan process to assist local businesses in obtaining loans to be able to locate in Buellton or stay in Buellton.	Contact information for the SBA shall be available upon Date of Commencement of Lease Agreement	SBA information sheets and contact numbers shall be available in hand-outs. A summary of the number of referrals to be included within the required quarterly reports
9	Become the lead in promoting and organizing events in Buellton.	The goal of two events per year shall begin in 2010	The goal of two planned events shall be included in the required Action Plan and the progress of meeting this goal to be included within the required quarterly reports
10	Operate the Buellton Welcome Center providing information on local attractions and events to residents and visitors.	Upon Date of Commencement of Lease Agreement	The Buellton Welcome Center shall be open at minimum, from Thursday through Monday and staffed no less than 42 hours per week with sufficient personnel to accommodate the activities. Days and hours of operation to be clearly posted
11	Actively identify and contact potential group activities coming to Buellton.	Upon Date of Commencement of Lease Agreement	At least four contacts shall be made with various companies providing group activities, such as wine tours, tour companies, and travel agents. A summary of the number of contacts made shall be included within the required quarterly reports
12	Develop promotional material and advertising promoting the City of Buellton as a tourist destination and distribute through in personal contact, mail, and internet.	New promotional material and advertising to be developed and distributed by December 31, 2009; materials to be updated by December 31 of each year	The promotional materials and advertising for each year to be included in the required Action Plan

Table 1: Economic Development Services			
Task No.	Task Description	Start Date	Performance Standard
13	Develop and maintain a web site promoting tourism to Buellton.	Upon Date of Commencement of Lease Agreement	The web site shall be updated periodically and kept current and shall provide links to the websites of the City of Buellton and the various lodging and eating establishments
14	Participate in appropriate exhibits and fairs that could attract tourists.	Upon Date of Commencement of Lease Agreement	Any anticipated exhibits and fairs to be identified in the required Action Plan. A summary of the exhibits and fairs attended to be included within the required quarterly reports. Examples of local exhibits and fairs that the Visitor's Bureau should participate in include the Buellton BBQ Bonanza, the AM-GEN Cycling Event, and the Solvang 4 <sup>th</sup> of July Parade

**3. Remedies.** If the Lessee fails to perform any obligation under Paragraph 2 of this Addendum, or fails to cure the default within thirty (30) days after the Lessor has notified the Lessee in writing of the default, or if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure, the provisions of Paragraph 1 of this Addendum shall become immediately null and void, and thereafter, the Lessee shall be responsible for payment of the Base Rent as specified in Paragraph 1.5 of the Lease Agreement.

**4. Non-Discrimination.** Lessee covenants and agrees for itself and its successors and assigns that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises nor shall Lessee itself or any person claiming under or through Lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Premises. Lessee shall refrain from restricting the rental, sale, or lease of the Premises on the basis of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law of any person. All such deeds, leases or contracts entered into after the date on which the Lease Agreement is executed on behalf of Lessor shall contain or be subject to substantially the following non-discrimination or nonsegregation clauses:

**a. In deeds:** "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on ac-

count of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Premises herein conveyed. The foregoing covenants shall run with the land."

**b. In leases:** "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the leasing, subleasing, transferring, use or enjoyment of the Premises herein leased nor shall the lease itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the Premises herein leased."

**c. In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Premises."

**5. Right of First Refusal.** If Lessor determines to sell the Premises, and if this is during the Lessee's leasehold term, the Lessee shall have the first option to purchase the Premises at the appraised value (at that time) as determined by formal written appraisal.

**6. Tenant Improvements.** Lessor, at its expense, shall complete or cause to be completed, fit for occupancy in good workmanlike fashion, the tenant improvements listed in Exhibit "A" attached hereto, and by this reference, incorporated herein

**7. Miscellaneous Amendments.** Corresponding sections of the Lease Agreement are clarified as follows:

**a. Section 1.3.** Lessee, at its sole option, shall have the right to extend the terms and conditions of the Lease Agreement for two consecutive five year terms.

b. **Section 1.4.** On the annual anniversary of the Commencement Date for the duration the Lease Agreement, including optional extensions thereof, the Base Rent shall be increased by the greater of: (i) an amount equal to the change in the Consumer Price Index ("CPI") published by the Federal Bureau of Labor Statistics for all Urban Consumers – U.S. Cities Average (all items), or such other measure employed by the Federal Bureau of Labor Statistics in lieu of the CP, up to a maximum sum or 5%; or (ii) the sum of 2% of the Base Rent for the previous twelve (12) months.

c. **Section 2.2.** If elements of space are faulty, Lessee must notify Lessor within thirty (30) days or be liable for repairs.

d. **Section 4.2.** Lessor responsible for all common area maintenance.

e. **Section 5.0.** No security deposit is required.

f. **Section 7.1.** Lessor is responsible for repair and replacement of the structure, improvements and systems in place upon commencement of the lease, with the exception of abuse or negligence by Lessee, and Lessee is responsible for additions and modifications following commencement of the lease as well as for negligence and abuse.

8. **Agreement Remains Unchanged.** In all other respects, the Lease Agreement shall remain in full force and effect except as modified by this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year above written.

**LESSEE (BUELLTON BUSINESS ASSOCIATION/CHAMBER OF COMMERCE)**

1/26/09  
Date

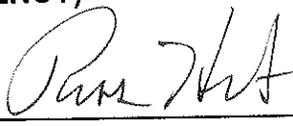
1/26/09  
Date

By: Patricia Beltranena  
Name: Patricia Beltranena, Pres. BBA/COC  
(Print)

By: Theresa Strong  
Name: Theresa Strong  
(Print)

LESSOR (BUELLTON REDEVELOPMENT AGENCY)

7-1-09  
Date

By: 

Name: Russ Hicks

Title: Chairman

APPROVED AS TO FORM:

By:   
Agency Counsel

**EXHIBIT "A"**  
**TENANT IMPROVEMENTS**

**(To Be Completed by Seller as Part of Escrow Agreement with the Lessor Prior to  
Occupancy by Lessee)**

**I. INITIAL BUILD OUT – SELLER CONSTRUCTION AND DELIVERY**

Prior to the Close of Escrow, Seller will complete all of the construction as defined below (the "Seller's Work") at Seller's sole cost and expense, using all new, commercial grade materials.

Seller will perform Seller's Work in a good and workmanlike manner in compliance with all applicable code requirements. Seller will obtain all permits, and pay all fees (including hook-up fees) for Seller's Work, and will have all necessary building code inspections completed (with copies of inspection reports to Lessor) prior to the Close of Escrow.

As soon as reasonably possible after execution by all parties of the Purchase Agreement, Seller will provide Lessor with a copy of Seller's construction schedule as it pertains to the Property. Trabucco General Incorporated shall be the general contractor for the Seller's Work.

**II. DESCRIPTION OF "BASIC IMPROVEMENTS"**

Seller shall deliver the Property in broom clean condition with the improvements as provided below:

**FLOORS**

- A reinforced concrete slab in stable, dry condition per plans and in accordance with consultants' recommendations. Concrete floor shall be smooth, level and properly cured and ready to accept floor covering.

**INTERIOR WALLS**

- The interior walls shall be drywalled, taped, textured and painted in a neutral color selected by Seller.

**RESTROOM**

- Seller to provide a finished restroom per plans (toilet, sink and flooring), ADA compliant.

## **HEATING, VENTILATING AND AIR CONDITIONING (HVAC)**

- Seller to provide HVAC sufficient to maintain the Premises at a temperature between 66 and 72 degrees Fahrenheit. Seller's Work shall include the requirements specified by local, regional, or state energy Codes.

## **ELECTRICAL**

- To be provided per plans and up to five 2' X 4' light panels in the dropped ceiling in accordance with a lighting plan approved by Buyer. If Buyer selects an above-standard lighting plan, Buyer shall deposit the difference in the cost to install that lighting with Seller prior to commencement of the work.

## **TELEPHONE**

- To be provided per plans, which include five telephone outlets and five CAT-5 outlets.

## **PLUMBING**

- Domestic water service, separately metered, stubbed via copper piping shall be provided to each unit as specified on Seller's plans.

## **FIRE PROTECTION**

- The fire protection system and the domestic water system shall be supplied from separate services.
- Sprinkler service shall be brought below the dropped ceiling, per code and pressure tested, fully operational, inspected and approved by local agencies having jurisdiction.

## **INTERIOR CEILINGS**

- Dropped ceiling with 2'x 4' tiles.

### **III. DESCRIPTION OF "OPTIONAL IMPROVEMENTS"**

At Lessor's option and expense, Seller agrees to construct interior demising walls, finish floor covering and associated tenant improvements ("Optional Improvements"). The scope and cost of these optional improvements shall be determined by mutual consent of Lessor and Seller, in consultation with Lessee, within the Agency Contingency Period prescribed in the Purchase Agreement. If mutual agreement is reached within the Agency Contingency Period, Lessor shall deposit the agreed-upon price into Escrow

prior to the end of the Agency Contingency Period. Seller's substantial completion of the Optional Improvements, as defined herein, shall be a condition to the Close of Escrow.

#### **IV. SUBSTANTIAL COMPLETION**

The "**substantial completion**" of the Seller's Work shall be deemed to have occurred when: (i) all of the Basic Improvements and Optional Improvements (if any) have been completed, other than minor punchlist items, as determined by Seller's architect; (ii) Lessor and Lessee have inspected the work and accepted the improvements; and (iii) upon receipt of a certificate of occupancy or its equivalent. Such punchlist items shall be completed as soon as practical after the Close of Escrow.

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: MPB  
Council Agenda Item No.: 5

To: The Honorable Mayor and City Council

From: Ralph D. Hanson, City Attorney

Meeting Date: January 9, 2014

Subject: Consideration of Placing an Initiative on the November Ballot  
Regarding the Office of an Elected Mayor

---

**BACKGROUND**

At the City Council meeting of November 14, 2013, the Council requested that the City Council consider placing an Initiative on the November 11, 2014 ballot regarding establishing an elected Mayor in Buellton.

**DISCUSSION**

California Government Code Sections 34900 *et seq.* (a copy of which is attached with this staff report) authorizes a city, at a regular or special election, to put questions to the voters as to whether there shall be an elected Mayor position and whether the term shall be 2 years or 4 years. Approval is by majority of those voting on the proposition.

Section 34901 specifies the ballot questions to be:

1. “Shall the electors elect a Mayor and four council members?”
2. “Shall the term of office of Mayor be two years?”
3. “Shall the term of office of Mayor be four years?”

If adopted, at the next regular municipal election one of the council seats shall become one for Mayor and at the term approved by the voters. Section 34903 makes clear that there are no special powers to the office of Mayor and that the Mayor is a member of the City Council with the same powers and duties as any member of the City Council.

Here, assuming an approval at the November 2014 election, one of the three seats at the 2016 regular election would become one for the office of Mayor.

The procedure to place the questions on the ballot is the same as with the recent elections for the TOT increase and term limits. The Council would need to adopt a resolution calling for the matter to be placed on the ballot.

### **FISCAL IMPACT**

No costs associated with this matter unless a special election is requested.

### **RECOMMENDATION**

That the City Council discuss whether to place a measure on the November 11, 2014 ballot regarding electing a Mayor in the City of Buellton and direct staff accordingly.

### **ATTACHMENT**

Attachment 1 - California Government Code Sections 34900 *et seq.*



[Up^](#)

**GOVERNMENT CODE - GOV**

**TITLE 4. GOVERNMENT OF CITIES [34000 - 45345]** ( Title 4 added by Stats. 1949, Ch. 79. )

**DIVISION 2. ORGANIZATION AND BOUNDARIES [34400 - 34906]** ( Division 2 added by Stats. 1949, Ch. 79. )

**PART 1. ORGANIZATION [34400 - 34906]** ( Part 1 added by Stats. 1949, Ch. 79. )

**CHAPTER 4. Alternative Forms of Government [34851 - 34906]** ( Heading of Chapter 4 renumbered from Chapter 7 by Stats. 1977, Ch. 1253. )

**ARTICLE 3. Elective Mayor [34900 - 34906]** ( Heading of Article 3 renumbered from Article 5 by Stats. 1979, Ch. 546. )

**34900.** At any general municipal election, or at a special election held for that purpose, the city council may submit to the electors the question of whether electors shall thereafter elect a mayor and four city council members, and whether the mayor shall serve a two-year or four-year term. In cities presently having elected mayors, the city council may also submit to the electors the question of whether the mayor shall thereafter serve a two-year or a four-year term.

(Amended by Stats. 2010, Ch. 699, Sec. 9. Effective January 1, 2011.)

**34901.** The questions shall be printed on the ballots used at the election in substantially the following form:

"Shall the electors elect a mayor and four city council members?"

"Shall the term of office of mayor be two years?"

"Shall the term of office of mayor be four years?"

The words "Yes" and "No" and "two years" and "four years" shall be so printed on the ballots that the voters may express their choice. The term of office of mayor shall be that preferred by a majority of those voting on the proposition.

(Amended by Stats. 2010, Ch. 699, Sec. 10. Effective January 1, 2011.)

**34902.** (a) If a majority of the votes cast on the proposition is for it, the office of mayor shall thereafter be an elective office, except as provided in subdivision (b). At the next succeeding general municipal election held in the city, one of the offices of city councilperson, to be filled at the election, shall be designated as the office of mayor, to be filled at the election. The person elected at the election as mayor shall hold office from the Tuesday succeeding his or her election, and until his or her successor is elected and qualifies.

In the case of a vacancy in the office of the mayor for any reason, the council shall fill the vacancy by appointment. If the council fails to fill it within 60 days, it shall call an election to fill the vacancy to be held on the next established election date to be held not less than 114 days thereafter. A person appointed or elected to fill a vacancy shall hold office for the unexpired term of the former incumbent.

(b) After an office of elective mayor has been established, the city council may subsequently submit to the electors the question of whether or not to eliminate the elective office of mayor, pursuant to the procedures enumerated in this article, and thereby reestablish the procedure of selection of the mayor by the city council. If a majority of the votes cast on the proposition are in favor of the elimination of the office of elective mayor, the office shall be eliminated on the expiration date of the incumbent's term, and on the date the procedure of selection of the mayor by the city council shall be reestablished.

(Amended by Stats. 2010, Ch. 38, Sec. 7. Effective January 1, 2011.)

**34903.** The mayor is a member of the city council and has all of the powers and duties of a member of the city council.

(Added by Stats. 1959, Ch. 1571.)

**34904.** A person is not eligible to hold office as mayor unless he or she is at the time of assuming that office an elector of the city, and was a registered voter of the city at the time nomination papers are issued to the candidate as provided for in Section 10227 of the Elections Code.

*(Amended by Stats. 1994, Ch. 923, Sec. 70. Effective January 1, 1995.)*

**34905.** A mayor pro tempore shall be chosen in the manner provided by Section 36801.

*(Added by Stats. 1959, Ch. 1571.)*

**34906.** Notwithstanding Section 36503, if a city has an elected mayor and the election of the remaining members of the city council for four-year terms is not evenly staggered, the city council may, on a one-time basis only and prior to the first day for circulating nomination papers for the general municipal election, designate one of the city council offices appearing on the general municipal ballot, other than the office of the mayor, to serve a two-year term, or may provide that of the city council offices appearing on the general municipal ballot, other than the office of the mayor, the one which receives the least votes of those elected (or if there is a tie for such a position, as decided by lot) shall serve a two-year term. At all subsequent general municipal elections, each member of the city council elected at such election, other than the mayor if the mayor has a two-year term, shall be elected to serve a four-year term.

*(Amended by Stats. 1980, Ch. 732.)*