



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of May 22, 2014 – 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

Materials related to an item on this agenda, as well as materials submitted to the City Council after distribution of the agenda packet, are available for public inspection in the Office of the City Clerk, located at 107 West Highway 246, during normal business hours.

TELECONFERENCE MEETING LOCATION:

Council Member Holly Sierra will attend the above referenced regular City Council meeting via teleconference from the following location:

**25551 W. Lynne Lane
Buckeye, Arizona**

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. Any person may address the Council on any subject pertaining to City business, including all items on the agenda not listed as a Public Hearing, including the Consent Agenda and Closed Session. Limited to three (3) minutes per speaker. By law, no action may be taken at this meeting on matters raised during Public Comments not included on this agenda.

CONSENT CALENDAR**(ACTION)**

The following items are considered routine and non-controversial and 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 Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion. Members of the Public may speak on Consent Agenda items during the Public Comment period.

1. **Minutes of May 8, 2014 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
3. **Revenue and Expenditure Reports through April 30, 2014**
❖ (Staff Contact: Finance Director Carolyn Galloway-Cooper)
4. **Approval Authorizing the Auction or Disposal Surplus of City Vehicles**
❖ (Staff Contact: Public Works Director Rose Hess)
5. **Acceptance of the Flying Flags Sewer Line Improvement Project**
❖ (Staff Contact: Public Works Director Rose Hess)
6. **Amendment No. 4 to Lease Agreement with Sheriff's Department**
❖ (Staff Contact: City Manager Marc Bierdzinski)

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)**

7. **Review of Zaca Creek Golf Course Lease Terms**
❖ (Staff Contact: City Manager Marc Bierdzinski)
8. **Authorization to Initiate Discussion regarding McMurray Road Right-of-Way Acquisition**
❖ (Staff Contact: Public Works Director Rose Hess)

9. Resolution No. 14-10 – "A Resolution of the City Council of the City of Buellton, California, Adopting the Fiscal Year 2014-15 Budget"

❖ *(Staff Contact: Finance Director Carolyn Galloway-Cooper)*

CITY MANAGER’S REPORT

CLOSED SESSION ITEMS

(POSSIBLE ACTION)

10. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

Property: Assessor’s Parcel Numbers 099-670-005

Negotiator: Marc Bierdzinski, City Manager

Parties: City of Buellton/Willemsen Liv Tr, Jake & Jeannette Willemsen Trustees

Purpose: Possible Acquisition Terms and Price

ADJOURNMENT

The next meeting of the City Council will be held on Thursday, June 12, 2014 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of May 8, 2014

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor John Connolly called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Council Member Ed Andrisek led the Pledge of Allegiance

ROLL CALL

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

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

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Lew Adkins, Buellton, requested updates regarding the sidewalk on East Highway 246 and the opening at Albertsons.

Tom Widroe, Buellton, discussed the Transient Occupancy Tax rate increase and requested the Council consider issuing a request for proposals for Visitors Bureau's services.

Larry Rankin, Buellton, discussed the Village Specific Plan project and undergrounding the utility lines at the project. Mr. Rankin submitted a petition for the record.

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau, discussed services and finances of the Visitors Bureau. Ms. Vreeland submitted newspaper articles for the record.

CONSENT CALENDAR

1. **Minutes of April 24, 2014 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
3. **Consideration of Contract with Metro Ventures Ltd. to Hire Irma L. Tucker for Professional Planning Services**

MOTION:

Motion by Council Member Sierra, seconded by Vice Mayor Elovitz, approving Consent Calendar items 1-3 as listed.

VOTE:

Motion passed by a roll call vote of 5-0, with Council Members Andrisek, Connolly, Dale, Elovitz, and Sierra voting yes.

PRESENTATIONS

None

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS

Council Member Andrisek announced that Santa Barbara County Animal Control is offering free spay and neutering in May.

Council Member Andrisek announced that longtime resident, Juve Diaz passed away on April 28 and his services will be held on May 15.

Vice Mayor Elovitz requested that the City Manager address undergrounding utility lines within the Village Specific Plan at the next meeting. City Manager Bierdzinski stated that conditions cannot currently be amended at this point in the project construction. City Manager Bierdzinski will provide the Council with a report regarding this issue from the 2007 Council meetings when this issue was addressed.

Council Member Sierra thanked the Buellton Chamber of Commerce for hosting the Brew Fest and stated it was a huge success. Ms. Sierra thanked the Recreation Department for the recent Safari trip. Ms. Sierra also announced this weekend is the 805 Criterium and asked everyone to support the event.

Mayor Connolly thanked Joe Padilla of Avant and City staff for hosting the League of California Cities Channel Counties Division dinner last Friday and that it was a great success.

COUNCIL ITEMS

None

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Council Member Sierra announced that she attended a meeting of the Central Coast Collaborative on Homelessness and stated they are requesting funding from the City of Buellton in the amount of \$1,500.

BUSINESS ITEMS

- 4. Ordinance No. 14-01 – “An Ordinance of the City Council of the City of Buellton, California, Adopting Revisions to Title 19 (Zoning) of the Buellton Municipal Code (14-ZOA-01) Adding Wording to Section 19.06.240 (Temporary Uses) Relating to a Green Grocer Use as Part of an Existing Business” (Second Reading)**

RECOMMENDATION:

That the City Council consider the adoption of Ordinance No. 14-01.

STAFF REPORT:

City Manager Bierdzinski presented the staff report.

DOCUMENTS:

Staff report with attachment (Ordinance No. 14-01)

MOTION:

Motion by Council Member Dale, seconded by Council Member Andrisek approving the adoption of Ordinance No. 14-01 – “An Ordinance of the City Council of the City of Buellton, California, Adopting Revisions to Title 19 (Zoning) of the Buellton Municipal Code (14-ZOA-01) Adding Wording to Section 19.06.240 (Temporary Uses) Relating to a Green Grocer Use as Part of an Existing Business” by title only and waive further reading.

VOTE:

Motion passed by a roll call vote of 5-0, with Council Members Andrisek, Connolly, Dale, Elovitz, and Sierra voting yes.

5. Consideration of Options for Submission of Council Authorized Arguments and the Preparation of an Attorney's Impartial Analysis for the November Ballot Measure for Elected Mayor

RECOMMENDATION:

That the City Council discuss the options of City Council authorized ballot argument(s) and whether to request a City Attorney's impartial analysis.

STAFF REPORT:

City Attorney Hanson presented the staff report.

DISCUSSION:

The City Council discussed the following issues drafting arguments for and against the Elected Mayor measure and the City Attorney's Impartial Analysis of the measure.

DIRECTON:

The City Council agreed by consensus to authorize Council Member Sierra to draft an argument in favor and rebuttal argument of an Elected Mayor and Council Member Andrisek to draft an argument against and rebuttal argument of an Elected Mayor and that the City Attorney prepare an Impartial Analysis of the measure.

6. Consideration of Surface Improvements at PAWS Park – Hydro-Seed Grass and Irrigation System

RECOMMENDATION:

That the City Council consider allocating funds for hydro-seed grass and irrigation system installation at PAWS Park for FY 2014/2015 and direct staff to make the appropriate budget adjustments.

STAFF REPORT:

Recreation Coordinator Abello presented the staff report.

SPEAKERS/DISCUSSION:

Lenne Grant, Buellton, submitted two emails supporting the Dog Park, which were distributed to the Council and made part of the record.

Sharon Currie, Los Olivos, submitted an email supporting the Dog Park, which was distributed to the Council and made part of the record.

Darin Biamonte, representing PAWS Park, discussed the proposed surface improvements at the Dog Park.

Larry Bishop, Buellton, discussed his support for surface improvements at the Dog Park and expressed his concerns regarding the project. Mr. Bishop submitted his written comments for the record.

The City Council discussed the following issues:

- Allocating \$61,000 for surface improvements at the Dog Park
- Foxtail abatement prior to making surface improvements

DOCUMENTS:

Staff report with attachments (PAWS Park Hydro-seed Grass Proposal and Minutes of 3/24/14 Parks & Recreation Commission Meeting)

DIRECTION:

The City Council agreed by consensus to direct staff to make the appropriate budget adjustment for hydro-seed grass and irrigation system installation at PAWS Park for FY 2014/2015 in the amount of \$61,000.

7. Discussion Regarding Funding for the Bikeway and Pedestrian Master Plan

RECOMMENDATION:

That the City Council consider allocating funds for implementation of a trail system.

STAFF REPORT:

Public Works Director Hess presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

- Having approved plans before applying for grant funding
- Requesting that staff develop a cost estimate and a development impact fee study for trails

DOCUMENTS:

Staff report with attachment (Bicycle and Pedestrian Map)

DIRECTION:

The City Council agreed by consensus to direct staff to develop a cost estimate for trail construction and a development impact fee study for trails and bring this information back for Council review and discussion.

8. Budget Study Session of Fiscal Year 2014-15 Budget

RECOMMENDATION:

That the City Council review the Fiscal Year 2014-15 City Budget and provide direction to staff as to any desired changes.

STAFF REPORT:

Finance Director Galloway-Cooper presented the staff report.

DOCUMENTS:

Staff Report with attachment (Proposed Fiscal Year 2014-15 Preliminary City Budget)

SPEAKERS/DISCUSSION:

Peggy Brierton, Buellton, requested the Council allocate funds to update the City’s website to make it more user-friendly to include all City contracts, links to budget funds, and a page for volunteer information.

The City Council discussed the preliminary City budget.

DIRECTION:

The City Council directed staff to implement the budget changes as discussed and bring it back for adoption at the regular Council meeting scheduled for May 22, 2014.

CITY MANAGER’S REPORT

City Manager Bierdzinski provided an informational report for the record.

CLOSED SESSION ITEMS

9. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

Property: Assessor’s Parcel Numbers 099-670-005 and 099-660-032 through 035

Negotiator: Marc Bierdzinski, City Manager

Parties: City of Buellton/Willemsen Liv Tr, Jake & Jeannette Willemsen Trustees

Purpose: Possible Acquisition Terms and Price

The City Council met in closed session to discuss Item 9. No reportable action was taken.

ADJOURNMENT

Mayor Connolly adjourned the regular meeting at 8:25 p.m. The next regular meeting of the City Council will be held on Thursday, May 22, 2014 at 6:00 p.m.

John Connolly
Mayor

ATTEST:

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
May 22, 2014 Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		<u>\$ 1,092,529.12</u>
EXHIBIT B		<u>\$ 66,727.44</u>
PAYROLL	5/15/14	<u>\$ 38,322.77</u>

TOTAL AMOUNT OF CLAIMS: \$ 1,197,579.33

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

OK

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-000-2306-000 - Long-Term Care Deduction			
22104 5/1/14 - 5/15/14 - M. Bierdzin	90 CaIPERS LONG-TERM CARE PROGRAM 1	Paid	84.25
A001-000-2306-000 - Long-Term Care Deduction	*** Account total ***		84.25
A001-202-2002-000 - Sales & Use Tax Payable			
22057 thru 4/17/14 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-1.00
22059 thru 4/17/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-6.33
22060 thru 4/17/14 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-14.54
22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-4.48
22062 thru 4/17/14 - P. Smith	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-2.56
A001-202-2002-000 - Sales & Use Tax Payable	*** Account total ***		-28.91
A001-216-2816-000 - Special Event Deposit			
22095 4/14 Special Event-Vintner's F	450 SB CO SHERIFF'S DEPARTMENT 1	Paid	772.64
A001-216-2816-000 - Special Event Deposit	*** Account total ***		772.64
A001-401-5301-000 - Office Supplies			
22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 6	Paid	225.01
A001-401-5301-000 - Office Supplies	*** Account total ***		225.01
A001-401-6301-000 - Miscellaneous			
22120 5/14 LOCC Dinner Decorations	696 CLASSIC PARTY RENTALS 1	Paid	102.38
A001-401-6301-000 - Miscellaneous	*** Account total ***		102.38
A001-402-5402-000 - Travel & Training			
22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 3	Paid	56.29
A001-402-5402-000 - Travel & Training	*** Account total ***		56.29
A001-403-5301-000 - Office Supplies			
22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 2	Paid	25.35
A001-403-5301-000 - Office Supplies	*** Account total ***		25.35
A001-403-5402-000 - Travel & Training			
22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 4	Paid	56.29
A001-403-5402-000 - Travel & Training	*** Account total ***		56.29
A001-410-5301-000 - Office Supplies			
22122 4/16/14 Supplies #7001184103	469 STAPLES CONTRACT & COMMERCIAL, 1	Paid	3.01

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-410-5301-000	Office Supplies	*** Continued ***		
	22123 4/16/14 Supplies #7001184102	469 STAPLES CONTRACT & COMMERCIAL,		
		1	Paid	60.23
A001-410-5301-000	Office Supplies	*** Account total ***		63.24
A001-410-5305-000	Equipment Rental			
	22084 5/27/14-8/26/14 Pstg Mtr Lease	700 MAILFINANCE, INC.		
		1	Paid	1,163.16
A001-410-5305-000	Equipment Rental	*** Account total ***		1,163.16
A001-410-5602-000	Internet Access/ Website Maint			
	22089 4/19/14 - 5/18/14 Summary Bill	555 VERIZON CALIFORNIA		
		1	Paid	169.98
A001-410-5602-000	Internet Access/ Website Maint	*** Account total ***		169.98
A001-410-5603-000	Computer Maintenance &Software			
	22058 thru 4/17/14 - M. Bierdzinski	193 FIRST NATIONAL BANK OF OMAHA		
		2	Paid	100.00
A001-410-5603-000	Computer Maintenance &Software	*** Account total ***		100.00
A001-410-5701-000	Telephone			
	22089 4/19/14 - 5/18/14 Summary Bill	555 VERIZON CALIFORNIA		
		2	Paid	327.64
A001-410-5701-000	Telephone	*** Account total ***		327.64
A001-410-5702-000	Utilities - Gas			
	22103 3/31/14 - 4/29/14 CH Gas Chgs	507 THE GAS COMPANY		
		1	Paid	42.30
A001-410-5702-000	Utilities - Gas	*** Account total ***		42.30
A001-410-5804-000	Animal Control			
	22092 FY 13/14 3rd Qtr Animal Cntrl	132 SB CO ANIMAL SVCS, HEALTH & RE		
		1	Paid	8,076.50
A001-410-5804-000	Animal Control	*** Account total ***		8,076.50
A001-410-5807-000	Community Organization Support			
	22059 thru 4/17/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA		
		2	Paid	173.52
A001-410-5807-000	Community Organization Support	*** Account total ***		173.52
A001-410-5808-000	Misc Recognition Items			
	22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA		
		7	Paid	11.98
A001-410-5808-000	Misc Recognition Items	*** Account total ***		11.98
A001-410-6017-000	Emergency Operations			
	22124 1/14 to 1/15 Membership Fee	829 SBC VOAD		
		1	Paid	100.00
A001-410-6017-000	Emergency Operations	*** Account total ***		100.00

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-410-6301-000	Miscellaneous			
	22083 4/14 Misc Maint Items	387 ALBERTSONS, LLC.		
		1	Paid	67.22
A001-410-6301-000	Miscellaneous	*** Account total ***		67.22
A001-420-5402-000	Travel & Training			
	22061 thru 4/17/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA		
		5	Paid	56.30
A001-420-5402-000	Travel & Training	*** Account total ***		56.30
A001-501-6201-000	Contract Services			
	22093 4/11/14 - Late Arrest	450 SB CO SHERIFF'S DEPARTMENT		
		1	Paid	123.68
A001-501-6201-000	Contract Services	*** Account total ***		123.68
A001-510-5702-000	Utilities - Gas			
	22102 3/31/14-4/29/14 Lib/CC Gas Chg	507 THE GAS COMPANY		
		1	Paid	57.37
A001-510-5702-000	Utilities - Gas	*** Account total ***		57.37
A001-511-5301-000	Office Supplies			
	22123 4/16/14 Supplies #7001184102	469 STAPLES CONTRACT & COMMERCIAL.		
		2	Paid	73.34
	22125 4/14 Misc. Maint Items	110 CVS PHARMACY		
		1	Paid	6.47
A001-511-5301-000	Office Supplies	*** Account total ***		79.81
A001-511-5306-000	Advertising			
	22057 thru 4/17/14 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA		
		2	Paid	57.45
	22060 thru 4/17/14 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA		
		3	Paid	56.62
A001-511-5306-000	Advertising	*** Account total ***		114.07
A001-511-5506-000	Fuel-Vehicles			
	22117 5/4/14 - 5/6/14 Safari West	43 BARBARA KNECHT		
		2	Paid	90.38
	22126 4/14 Fuel Charges	768 WEX BANK		
		4	Paid	758.20
A001-511-5506-000	Fuel-Vehicles	*** Account total ***		848.58
A001-511-5509-000	Maintenance/Repair			
	22057 thru 4/17/14 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA		
		3	Paid	33.92
	22060 thru 4/17/14 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA		
		4	Paid	283.50
	22094 4/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE		
		1	Paid	90.97
	22096 4/14 Carpet Cleaning-Rec Ctr	774 PACIFIC COAST CARPET CLEANING		
		1	Paid	324.00
A001-511-5509-000	Maintenance/Repair	*** Account total ***		732.39

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-511-5701-000	- Telephone/Internet				
	22082 3/26/14 - 4/25/14 Abello Cell	473	SPRINT SPECTRUM, L.P. dba		
		1		Paid	110.24
	22086 4/25/14-5/24/14 Phon/Int Rec C	122	COMCAST CABLE		
		1		Paid	166.50
A001-511-5701-000	- Telephone/Internet		*** Account total ***		276.74
A001-511-5801-000	- Buellton Recreation Program				
	22057 thru 4/17/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA		
		4		Paid	100.21
	22060 thru 4/17/14 - B. Knecht	193	FIRST NATIONAL BANK OF OMAHA		
		2		Paid	386.72
	22062 thru 4/17/14 - P. Smith	193	FIRST NATIONAL BANK OF OMAHA		
		2		Paid	37.14
	22083 4/14 Misc Maint Items	387	ALBERTSONS, LLC.		
		5		Paid	38.45
	22085 6/14 Rec Ctr Copier Lease	201	G E CAPITAL		
		1		Paid	150.12
	22101 5/2/14 Dance DJ	745	PEDRO DE LA CRUZ dba		
		1		Paid	150.00
	22123 4/16/14 Supplies #7001184102	469	STAPLES CONTRACT & COMMERCIAL.		
		3		Paid	95.42
A001-511-5801-000	- Buellton Recreation Program		*** Account total ***		958.06
A001-511-5801-001	- Recreation Program 50/50				
	22057 thru 4/17/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA		
		5		Paid	79.72
	22083 4/14 Misc Maint Items	387	ALBERTSONS, LLC.		
		6		Paid	22.95
	22101 5/2/14 Dance DJ	745	PEDRO DE LA CRUZ dba		
		2		Paid	150.00
A001-511-5801-001	- Recreation Program 50/50		*** Account total ***		252.67
A001-511-5802-000	- Buellton Rec Program Trips				
	22062 thru 4/17/14 - P. Smith	193	FIRST NATIONAL BANK OF OMAHA		
		3		Paid	60.00
	22117 5/4/14 - 5/6/14 Safari West	43	BARBARA KNECHT		
		1		Paid	195.44
A001-511-5802-000	- Buellton Rec Program Trips		*** Account total ***		255.44
A001-552-5501-000	- Operational Supplies				
	22129 3/31/14-4/28/14 Maint/Repair I	521	TODD PIPE & SUPPLY		
		1		Paid	355.05
A001-552-5501-000	- Operational Supplies		*** Account total ***		355.05
A001-552-5502-000	- Chemicals				
	22083 4/14 Misc Maint Items	387	ALBERTSONS, LLC.		
		2		Paid	5.49
	22094 4/14 Misc Maint/Repair Items	438	SANTA YNEZ VALLEY HARDWARE		
		6		Paid	9.52
A001-552-5502-000	- Chemicals		*** Account total ***		15.01

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-552-5509-001	Maintenance/Repair-Riverview			
	22075 4/14-RVP Mower & John Deere	570 WAYNE KREPS, JR. dba 1	Paid	29.71
	22079 4/14 RVP Playground Parts	732 RECREATION REPUBLIC INC. 1	Paid	51.15
	22094 4/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 2	Paid	10.60
	22129 3/31/14-4/28/14 Maint/Repair I	521 TODD PIPE & SUPPLY 2	Paid	288.91
		*** Account total ***		380.37
A001-552-5509-001	Maintenance/Repair-Riverview			
	22118 4/14 Misc Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC 1	Paid	38.76
	22129 3/31/14-4/28/14 Maint/Repair I	521 TODD PIPE & SUPPLY 3	Paid	156.45
		*** Account total ***		195.21
A001-552-5704-000	Utilities - Water			
	22064 4/14 Irrig-Oak Valley Elem/Par	105 CITY OF BUELLTON 1	Paid	425.43
		*** Account total ***		425.43
A001-552-5704-000	Utilities - Water			
	22059 thru 4/17/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 4	Paid	23.76
	22094 4/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 3	Paid	137.70
	22129 3/31/14-4/28/14 Maint/Repair I	521 TODD PIPE & SUPPLY 4	Paid	13.69
		*** Account total ***		175.15
A001-558-5501-000	Operational Supplies			
	22059 thru 4/17/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 5	Paid	146.90
	22094 4/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 8	Paid	107.00
	22118 4/14 Misc Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC 2	Paid	39.84
	22121 4/14 - Hand Tools for Joe G	813 HOME DEPOT CREDIT SERVICES 1	Paid	185.45
		*** Account total ***		479.19
A001-558-5503-000	Tools			
	22119 4/14 Uniforms/Weed Control	187 FARM SUPPLY COMPANY 1	Paid	80.91
		*** Account total ***		80.91
A001-558-5504-000	Laundry / Uniforms			
	22126 4/14 Fuel Charges	768 WEX BANK 1	Paid	594.75
		*** Account total ***		594.75

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-558-5507-000	Maintenance - Vehicles			
	22105 4/21/14 - Tow/Ranger-Kevin	350 OLIVERA'S REPAIR, INC 1	Paid	20.00
	22110 4/21/14 - Repairs/Ranger-Kevin	350 OLIVERA'S REPAIR, INC 1	Paid	252.76
A001-558-5507-000	Maintenance - Vehicles	*** Account total ***		272.76
A001-558-5509-000	Maintenance / Repair			
	22065 4/14 Plumbing Repair - Library	791 FRED H. BELEN JR. dba 1	Paid	298.04
	22076 4/14-Mower Blade & wing kit	570 WAYNE KREPS, JR. dba 1	Paid	28.51
	22094 4/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 5	Paid	32.27
	22108 4/14 Street Light Rplcmnt-TC A	81 CONSOLIDATED ELECTRICAL DIST. 1	Paid	2,124.36
	22118 4/14 Misc Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC 3	Paid	21.23
	22129 3/31/14-4/28/14 Maint/Repair I	521 TODD PIPE & SUPPLY 6	Paid	116.87
A001-558-5509-000	Maintenance / Repair	*** Account total ***		2,621.28
A001-558-5510-000	Safety Equipment			
	22094 4/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 4	Paid	28.60
	22129 3/31/14-4/28/14 Maint/Repair I	521 TODD PIPE & SUPPLY 8	Paid	46.20
A001-558-5510-000	Safety Equipment	*** Account total ***		74.80
A001-558-6201-000	Contract Services			
	22063 4/14 CH/Ping /CC/Lib Janitoria	142 DANIEL FITZGERALD dba 1	Paid	960.00
	22087 5/14 Svcs - 4/14 Msgs	172 ECHO COMMUNICATIONS 1	Paid	21.00
	22099 4/14 Ping Drinking Water	32 NESTLE WATERS NORTH AMERICA db 1	Paid	8.03
	22100 4/14 Lib/CC Drinking Water	32 NESTLE WATERS NORTH AMERICA db 1	Paid	39.78
	22107 5/14 Street Sweeping Svcs	465 SP MAINTENANCE SERVICES, INC. 1	Paid	2,821.00
	22109 4/11 - 5/2/14 Appraisal-Willem	319 SHARON A. STEELE dba 1	Paid	1,700.00
	22116 5/14 Rodent Cntrl/Post Office	669 HYDREX PEST CONTROL 1	Paid	105.00
	22128 4/14 CH Drinking Water	32 NESTLE WATERS NORTH AMERICA db 3 Surplus	Paid	32.66
A001-558-6201-000	Contract Services	*** Account total ***		5,687.47
A001-565-5402-000	Travel & Training			
	22058 thru 4/17/14 - M. Bierdzinski	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	1,317.10

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-565-5402-000	- Travel & Training		*** Continued ***		
	22097 3/25-3/28/14 Mileage & Meal Re	303	ART MERCADO		
		1		Paid	538.90
A001-565-5402-000	- Travel & Training		*** Account total ***		1,856.00
A001-565-5603-000	- Computer Maintenance &Software				
	22111 4/10/14 - Set-up Angela's new	655	COAST NETWORK, INC.		
		1		Paid	285.00
A001-565-5603-000	- Computer Maintenance &Software		*** Account total ***		285.00
A001-565-5701-000	- Telephone				
	22089 4/19/14 - 5/18/14 Summary Bill	555	VERIZON CALIFORNIA		
		3		Paid	387.76
A001-565-5701-000	- Telephone		*** Account total ***		387.76
A005-701-5303-000	- Postage				
	22088 5/14 Postage Wtr/Swr Billing	379	POSTMASTER		
		1		Paid	285.00
A005-701-5303-000	- Postage		*** Account total ***		285.00
A005-701-5501-000	- Operational Supplies				
	22059 thru 4/17/14 - R. Hess	193	FIRST NATIONAL BANK OF OMAHA		
		3		Paid	61.68
	22125 4/14 Misc. Maint Items	110	CVS PHARMACY		
		2		Paid	41.81
	22129 3/31/14-4/28/14 Maint/Repair I	521	TODD PIPE & SUPPLY		
		5		Paid	20.84
A005-701-5501-000	- Operational Supplies		*** Account total ***		124.33
A005-701-5502-000	- Chemicals / Analysis				
	22106 4/14 Parts Washer/Maint Items	429	SAFETY-KLEEN CORP.		
		1		Paid	311.88
	22119 4/14 Uniforms/Weed Control	187	FARM SUPPLY COMPANY		
		4		Paid	220.27
	22130 4/14 Chemical Lab/Analysis	5	ABALONE COAST ANALYTICAL, INC.		
		1		Paid	1,060.85
A005-701-5502-000	- Chemicals / Analysis		*** Account total ***		1,593.00
A005-701-5504-000	- Laundry / Uniforms				
	22119 4/14 Uniforms/Weed Control	187	FARM SUPPLY COMPANY		
		2		Paid	80.91
A005-701-5504-000	- Laundry / Uniforms		*** Account total ***		80.91
A005-701-5506-000	- Fuel - Vehicles				
	22126 4/14 Fuel Charges	768	WEX BANK		
		2		Paid	594.75
A005-701-5506-000	- Fuel - Vehicles		*** Account total ***		594.75
A005-701-5507-000	- Maintenance - Vehicles				
	22105 4/21/14 - Tow/Ranger-Kevin	350	OLIVERA'S REPAIR, INC		
		2		Paid	20.00

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A005-701-5507-000 - Maintenance - Vehicles		*** Continued ***		
22110 4/21/14 - Repairs/Ranger-Kevin	350	OLIVERA'S REPAIR, INC	Paid	252.77
	2			
A005-701-5507-000 - Maintenance - Vehicles		*** Account total ***		272.77
A005-701-5509-000 - Maintenance / Repair				
22070 4/14-Emgcy Manhole Rpr CO#2	649	FLUID RESOURCE MANAGEMENT, INC	Paid	2,732.98
	1			
22071 4/14-Emgcy Rpr-WWTP Splitter	649	FLUID RESOURCE MANAGEMENT, INC	Paid	1,019.55
	1			
22072 4/14-Emgcy Rpr/Splitter Strctr	649	FLUID RESOURCE MANAGEMENT, INC	Paid	2,055.42
	1			
22074 4/14-Manhole Rehabilitation	649	FLUID RESOURCE MANAGEMENT, INC	Paid	18,066.62
	1			
22077 4/14 Emgcy Rpr-Splitter/Valve	649	FLUID RESOURCE MANAGEMENT, INC	Paid	2,131.90
	1			
22078 4/14 - Slide Gate -Spltr Struc	191	FERGUSON ENTERPRISES, INC #135	Paid	10,903.68
	1			
A005-701-5509-000 - Maintenance / Repair		*** Account total ***		36,910.15
A005-701-5701-000 - Telephone				
22089 4/19/14 - 5/18/14 Summary Bill	555	VERIZON CALIFORNIA	Paid	587.31
	4			
A005-701-5701-000 - Telephone		*** Account total ***		587.31
A005-701-6201-000 - Contract Services				
22067 4/14 - Tested WWTP Backflow	486	STEVE HARPER dba	Paid	195.00
	1			
22069 4/14 - Trblsht WWTP Chart Recd	718	AUTOSYS, INC.	Paid	135.00
	1			
22087 5/14 Svcs - 4/14 Msgs	172	ECHO COMMUNICATIONS	Paid	21.00
	2			
22115 4/14 Dig Alert Tickets	535	UNDERGROUND SERVICE ALERT	Paid	7.50
	1			
22128 4/14 CH Drinking Water	32	NESTLE WATERS NORTH AMERICA db	Paid	10.89
	1	CITY HALL DRINKING WATER		
A005-701-6201-000 - Contract Services		*** Account total ***		369.39
A005-701-6301-000 - Miscellaneous				
22083 4/14 Misc Maint Items	387	ALBERTSONS, LLC.	Paid	19.09
	3			
A005-701-6301-000 - Miscellaneous		*** Account total ***		19.09
A005-701-6508-000 - Equipment				
22081 4/14 WWTP Headworks/Mnstr Grnd	825	JWC ENVIRONMENTAL, LLC	Paid	28,953.65
	1			
A005-701-6508-000 - Equipment		*** Account total ***		28,953.65
A020-169-1201-000 - Pre-Paid Expense				
22066 FY 14/15 CCWA & DWR Fixed Cost	91	CENTRAL COAST WATER AUTHORITY	Paid	929,278.14
	1			
A020-169-1201-000 - Pre-Paid Expense		*** Account total ***		929,278.14

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A020-210-2101-000	Customer Deposits				
	22090 4/14 Dep Refund/Closing Bill	0	SONYA FRY		
		1		Paid	21.66
A020-210-2101-000	Customer Deposits		*** Account total ***		21.66
A020-601-5303-000	Postage				
	22088 5/14 Postage Wtr/Swr Billing	379	POSTMASTER		
		2		Paid	285.00
A020-601-5303-000	Postage		*** Account total ***		285.00
A020-601-5402-000	Travel & Training				
	22059 thru 4/17/14 - R. Hess	193	FIRST NATIONAL BANK OF OMAHA		
		6		Paid	1,228.43
A020-601-5402-000	Travel & Training		*** Account total ***		1,228.43
A020-601-5502-000	Chemicals / Analysis				
	22080 4/14 Cylinder Rental	380	PRAXAIR DISTRIBUTION, INC.		
		1		Paid	135.72
	22094 4/14 Misc Maint/Repair Items	438	SANTA YNEZ VALLEY HARDWARE		
		7		Paid	174.88
	22130 4/14 Chemical Lab/Analysis	5	ABALONE COAST ANALYTICAL, INC.		
		2		Paid	285.00
A020-601-5502-000	Chemicals / Analysis		*** Account total ***		595.60
A020-601-5504-000	Laundry / Uniforms				
	22119 4/14 Uniforms/Weed Control	187	FARM SUPPLY COMPANY		
		3		Paid	80.91
A020-601-5504-000	Laundry / Uniforms		*** Account total ***		80.91
A020-601-5506-000	Fuel - Vehicles				
	22126 4/14 Fuel Charges	768	WEX BANK		
		3		Paid	594.75
A020-601-5506-000	Fuel - Vehicles		*** Account total ***		594.75
A020-601-5507-000	Maintenance - Vehicles				
	22105 4/21/14 - Tow/Ranger-Kevin	350	OLIVERA'S REPAIR, INC		
		3		Paid	20.00
	22110 4/21/14 - Repairs/Ranger-Kevin	350	OLIVERA'S REPAIR, INC		
		3		Paid	252.77
A020-601-5507-000	Maintenance - Vehicles		*** Account total ***		272.77
A020-601-5509-000	Maintenance / Repair				
	22129 3/31/14-4/28/14 Maint/Repair I	521	TODD PIPE & SUPPLY		
		7		Paid	21.55
A020-601-5509-000	Maintenance / Repair		*** Account total ***		21.55
A020-601-5701-000	Telephone				
	22089 4/19/14 - 5/18/14 Summary Bill	555	VERIZON CALIFORNIA		
		5		Paid	839.70
A020-601-5701-000	Telephone		*** Account total ***		839.70

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-6011-000	- Regulatory Compliance			
	22127 7/12 - 3/14 IRWM Prog. Admin C	441 SB CO - PUBLIC WORKS DEPT 1	Paid	772.00
A020-601-6011-000	- Regulatory Compliance	*** Account total ***		772.00
A020-601-6201-000	- Contract Services			
	22068 4/14 - Consult/Design meet w/	718 AUTOSYS, INC. 1	Paid	437.50
	22087 5/14 Svcs - 4/14 Msgs	172 ECHO COMMUNICATIONS 3	Paid	21.00
	22115 4/14 Dig Alert Tickets	535 UNDERGROUND SERVICE ALERT 2	Paid	7.50
	22128 4/14 CH Drinking Water	32 NESTLE WATERS NORTH AMERICA db 2 CITY HALL DRINKING WATER	Paid	10.89
A020-601-6201-000	- Contract Services	*** Account total ***		476.89
A020-601-6301-000	- Miscellaneous			
	22083 4/14 Misc Maint Items	387 ALBERTSONS, LLC. 4	Paid	19.09
A020-601-6301-000	- Miscellaneous	*** Account total ***		19.09
A051-566-5509-000	- Maintenance / Repair			
	22098 5/14 HOA Dues-Unit101 (Chamber	582 VINTAGE WALK, LLC OWNERS ASSOC 1	Paid	104.00
A051-566-5509-000	- Maintenance / Repair	*** Account total ***		104.00
A051-566-5702-000	- Utilities - Gas			
	22091 3/28/14 - 4/28/14 COC Gas Chgs	507 THE GAS COMPANY 1	Paid	13.16
A051-566-5702-000	- Utilities - Gas	*** Account total ***		13.16
A051-566-6204-000	- Contract Services-Legal Fees			
	22056 2/14 - Budget & Oversight Boar	790 ROSS & CASSO, LLP 1	Paid	1,617.00
A051-566-6204-000	- Contract Services-Legal Fees	*** Account total ***		1,617.00
A092-703-6507-000	- Improvements			
	22113 4/14 New Conduit for Ch Grinde	649 FLUID RESOURCE MANAGEMENT, INC 1	Paid	14,365.00
A092-703-6507-000	- Improvements	*** Account total ***		14,365.00
A092-705-6507-000	- Improvements			
	22073 4/14-Emergency Repair Work	649 FLUID RESOURCE MANAGEMENT, INC 1	Paid	18,769.26
	22112 4/14 - CO#1 Re-shape Flow Line	649 FLUID RESOURCE MANAGEMENT, INC 1	Paid	4,705.79
	22114 4/14 Inlet Mnhole & Struct Reh	649 FLUID RESOURCE MANAGEMENT, INC 1	Paid	19,447.98
A092-705-6507-000	- Improvements	*** Account total ***		42,923.03
* Report total *		*** Total ***		1,092,529.12

EXHIBIT B

Payments via Electronic Fund Transfer (EFT):

4/14 Bank Svc Charges	5/1/14	120.00
Staff Payroll Taxes 4/30/14	5/2/14	10,177.73
5/14 Health Premium	5/2/14	16,877.01
6/14 Deferred Comp Plan	5/2/14	15,014.40
Postage Meter Refill	5/5/14	850.00
6/14 Retirement Contribution	5/6/14	20,875.20
4/14 FSA - Staff	5/6/14	1,427.56
4/14 FSA - Council	5/6/14	100.00
5/14 Life Ins Prem-Staff/Council	5/6/14	459.51
4/14 Aflac Supp Ins-Staff/Council	5/6/14	826.03
Total		\$ 66,727.44

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: Carolyn Galloway-Cooper, Finance Director

Meeting Date: May 22, 2014

Subject: Revenue and Expenditure Reports through April 30, 2014

BACKGROUND

The attached report compares month-to-month data covering the period July 1, 2013 through April 30, 2014. The report is prepared monthly and submitted to Council on the second meeting of each month. It is posted to the City's website. Upon monthly review, adjustments may be necessary and staff will update on the website.

FISCAL IMPACT

The Revenue and Expenditure report provides the community with an understanding of the financial activity of the City's funds on a monthly basis.

RECOMMENDATION

That the City Council receives and files this report for information purposes.

ATTACHMENT

Attachment 1 - Revenue and Expenditure Reports through April 30, 2014

ATTACHMENT 1

City of Buellton
 General Fund - Monthly Revenue (unaudited)
 FY: 2013-14

cgc: 5 14 14

83%

2013

2014

Account Number	Description	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FY: 2013-14
001-301-4001-000	Property Tax - Secured			-	50,539		340,834				385,944			777,317
001-302-4002-000	Property Tax - Unsecured			-	35,901									35,901
001-309-4007-000	Homeowners Exemptions				-		1,048	2,445						3,493
001-310-4101-000	Franchise Fees	5,303	10,922	10,260	11,069	5,308	10,945	10,908	69,565	10,218	17,647			162,145
001-311-4102-000	Sales Tax	137,505	97,900	130,500	135,611	92,000	122,700	142,045	87,200					945,461
001-311-4115-000	Sales Tax Compensation	-	-	-	-	-		225,647						225,647
001-312-4103-000	Transient Occupancy Tax (TOT)	179,303	185,789	129,511	124,927	115,010	99,660	86,850	98,410	143,384				1,162,844
001-320-5801-000	Buellton Recreation Program	16,342	7,423	4,895	5,358	3,729	4,894	5,761	4,632					53,034
001-320-5801-001	Recreation Program (50/50)	8,752	3,478	4	843	-	4,335	-	-					17,412
001-320-5802-000	Buellton Rec Pgm Trips	2,934	3,033	4,088	7,850	1,866	2,615	2,872	2,390					27,648
001-321-4106-000	Property Transfer Tax	-	1,612	1,510	1,833	3,258	791	1,261		800				11,065
001-322-4107-000	Motor Vehicle in Lieu Tax			2,069	-									2,069
001-322-4116-000	MV License Fee			-	-			184,801						184,801
001-325-5814-000	Park Reservation Fees	240	2,520	600	440	240	40	440	40					4,560
001-333-4506-000	CA Indian Gaming Grant			-										-
001-333-4508-000	COPS Grant			-										-
001-340-4401-000	Criminal Fines and Penalties	-	-	4,556	-	6,878	2,603	3,000	2,516	5,446	5,806			30,805
001-342-4402-000	Fines and Fees		460	627				590	876	390	259			3,202
001-345-4904-000	Interest	-	-	5,949	-	-	4,922	909		12,890				24,670
001-346-4905-000	Rent	4,489	5,739	5,739	5,739	1,250	10,228	5,739	5,739	5,739	5,739			56,140
001-347-4801-000	Law Enforcement Cost Recovery	10	-	19	10		38	10						87
001-348-4403-000	Event Applic Fee/Temp Use	200	155	100	200			100						755
001-357-4802-000	Zoning Clearance	180	180	45	90	45	115							655
001-357-4803-000	Document Sales	260	65	-	-	600								925
001-357-4806-000	Time Extension Fees							390						390
001-357-4801-110	Crossroads at the Village		-		-									-
001-357-4808-000	Code Enforcement Fines		-		100									100
001-376-4908-000	CA Prop 1B Revenue				-									-
001-378-4205-000	Small Permits	1,500	750	200	1,000	500	1,000	250	7,500		1,000			13,700
001-390-4917-000	Miscellaneous		3,810		23	9								3,842
001-390-4918-000	Cost Reimbursement	2,741			-				322					3,063
TOTAL REVENUE (Actual through April):		359,759	323,836	300,672	381,533	230,693	606,768	674,018	279,190	178,867	416,395	-	-	3,751,731

Percentage Received: 67%
 Budget: 5,625,065

City of Buellton
 General Fund Monthly Expenditures (Unaudited)
 FY: 2013-14

cgc: 5 14 14

83%

Department No.	Description	2013						2014						FY: 2013-14
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
001-401	City Council	6,744	12,191	11,602	8,262	9,954	11,972	7,869	10,192	9,462	8,722			96,970
001-402	City Manager	11,627	16,330	16,822	16,902	18,102	16,336	16,669	17,046	16,153	16,224			162,211
001-403	City Clerk	5,250	8,967	8,133	7,810	11,997	9,971	7,899	7,664	9,688	8,667			86,046
001-404	City Attorney	-	30,732	-	31,346	31,100	9,873	-	10,754	23,215	9,775			146,795
001-410	Non-Departmental	36,890	3,655	46,815	50,210	34,538	34,538	32,693	39,629	22,065	24,179			325,212
001-420	Finance	19,512	29,260	57,405	49,349	35,363	31,132	14,979	15,054	74,485	20,971			347,510
001-501	Police and Fire	-	141,699	140,476	143,803	141,992	376,968	140,542	328,040	141,293	141,778			1,696,591
001-510	Library	-	342	372	355	328	87,529	306	351	310	311			90,204
001-511	Recreation	26,268	46,971	35,709	29,209	34,867	39,730	54,740	42,160	31,347	34,666			375,667
001-550	Street Lights	-	4,378	4,397	4,506	4,511	4,452	4,377	4,347	4,324	7,386			42,678
001-551	Storm Water	-	4,864	13,037	-	4,964	6,872	49,670	24,463	6,971	11,275			122,116
001-552	Public Works - Parks	13,972	9,115	11,141	8,976	3,762	7,496	10,549	8,108	10,548	10,083			93,750
001-556	Public Works - Landscape	5,000	5,814	6,257	10,220	1,343	5,571	9,949	12,291	5,187	5,164			66,796
001-557	Public Works - Engineering	-	5,453	13,380	-	-	-	25,901	10,714	13,829	32,405			101,682
001-558	Public Works - General	28,102	36,076	37,421	39,543	37,208	34,572	43,234	56,729	45,756	33,679			392,320
001-565	Planning/Community Dev	19,736	12,874	42,995	30,459	14,390	13,463	21,730	15,714	21,221	19,782			212,364
	Transfer to CIP fund 92	-	-	-	-	-	-	-	-	-	-			-
	TOTAL EXPENDITURES (ACTUAL THROUGH APRIL):	173,101	368,721	445,962	430,950	384,419	690,475	441,107	603,256	435,854	385,067	-	-	4,358,912

Percentage spent:	69%
Budget	6,102,870
Amendments (1/23/14)	200,900
Amended Budget	<u>6,303,770</u>

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: Rose Hess, Public Works Director

Meeting Date: May 22, 2014

Subject: Approval Authorizing the Auction or Disposal Surplus of City Vehicles

BACKGROUND

The City has two vehicles which have passed their useful life. These vehicles have repair needs that far exceed the current value of the vehicles – a 2000 Ford F-150 (which was replaced in 2012 but has been used as a “spare”) and a 2007 Saturn Outlook. These items declared surplus will be sold on a public auction site, www.publicsurplus.com . This online auction site is utilized by many public agencies across the country as a means to sell surplus items. There is no cost to the City to auction surplus items. The items will be listed for a period of 20 days.

FISCAL IMPACT

Any revenue generated from the surplus will be deposited in the appropriate General, Water and Wastewater Funds.

RECOMMENDATION

That the City Council declare surplus the 2000 Ford F-150 and 2007 Saturn Outlook, that are no longer of use to the City and that these items be sold through public auction.

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: Rose Hess, Public Works Director/City Engineer

Meeting Date: May 22, 2014

Subject: Acceptance of the Flying Flags Sewer Line Improvement Project

BACKGROUND

On December 12, 2013, the City Council awarded a contract to John Madonna Construction in the amount of \$98,667.70 for the Flying Flags Sewer Line Improvement Project. The project was substantially completed at the end of February 2014. This includes the removal of the 10” cast iron pipe and replacement with 10” PVC pipe, installation of a new manhole, raising of existing manholes, closed circuit television (CCTV) of new sewer lines and adjacent laterals and miscellaneous appurtenant work. 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 \$110,753.25. Funding for the construction of the project was allocated from the Sewer Enterprise Fund.

RECOMMENDATION

That the City Council accept the Flying Flags Sewer Line Improvement 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. All work of improvement on the property hereinafter was completed on February 28, 2014. The work done was the removal of the 10" cast iron pipe and replaced with 10" PVC pipe, installation of a new manhole, raising of existing manholes, closed circuit television (CCTV) of new sewer lines and adjacent laterals and miscellaneous appurtenant work.
6. The name of the contractor, if any, for such work of improvement was John Madonna Construction.
7. The property on which said work of improvement was completed is 180 Avenue of Flags in the City of Buellton, County of Santa Barbara, State of California.

Dated: _____

Linda Reid, City Clerk

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 _____,
(Date of Signature) (City where signed)
California.

Rose M. Hess, Public Works Director/City Engineer

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 6

To: The Honorable Mayor and City Council

From: Marc Bierdzinski, City Manager

Meeting Date: May 22, 2014

Subject: Amendment No. 4 to Lease Agreement with Sheriff's Department

BACKGROUND

Attachment 1 is the proposed amendment to extend the Lease Agreement with the County of Santa Barbara for the use of the premises at 140 West Highway 246 as the Sheriff's Department Station for the Buellton area. If you recall, the City Council approved this amendment last May. However, the County of Santa Barbara now requires that agreements be in their standard format. Therefore, the County reformatted the agreement and has asked for the City to re-approve the amendment. The City Attorney has reviewed the amended lease agreement and has no comments or corrections.

The term of the extension is for five years, or at such time as the "Agreement for County of Santa Barbara to Provide Law Enforcement Services to City of Buellton" shall be terminated or cease to exist, whichever occurs first.

Proposed Amendment No. 4 to the Lease Agreement extends the term of the Lease to June 30, 2019. All other terms and conditions of the Lease Agreement remain the same.

FISCAL IMPACT

This agenda item will not create any fiscal impact to the City.

RECOMMENDATION

That the City Council consider approval of Amendment No. 4 to the Lease Agreement between the City of Buellton and the County of Santa Barbara for use of the premises at 140 West Highway 246 as the Sheriff's Department Station for the Buellton area.

ATTACHMENT

Attachment 1 – Amendment No. 4 to Lease Agreement

ATTACHMENT 1

Project: Buellton Sheriff Station at 140
West Highway 246
APN: 099-261-027
Folio: 002891
Agent: AK

AMENDMENT NO. 4

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“Fourth Amendment”) is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as “COUNTY,”

and

CITY OF BUELLTON, a political subdivision of the State of California, hereinafter referred to as “CITY”,

with reference to the following:

WHEREAS, CITY is the owner of that certain real property and building located at 140 West Highway 246, in Buellton, known as the City of Buellton Sheriff Substation, and also known as Santa Barbara County Assessor Parcel Number 099-261-027 (hereinafter, “Premises”); and

WHEREAS, COUNTY and CITY entered into the Lease Agreement (hereinafter, “Lease”) on June 23, 1992, which has been subsequently amended, for COUNTY’S use of the Premises provided that COUNTY continue to provide law enforcement services to the CITY; and

WHEREAS, the parties desire to amend the Lease by this Fourth Amendment to extend the term of the Lease by approximately five (5) years, through June 30, 2019, with three additional five-year options to extend, which can be approved and executed by the Director of General Services, or designee, on behalf of COUNTY.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions contained herein, the COUNTY and CITY agree as follows:

1. Section 1. TERM OF LEASE is hereby amended to read as follows:

1. TERM OF LEASE: The term of this Lease shall be extended for approximately five (5) years, through June 30, 2019, or until such time as the “Agreement for County of Santa Barbara to provide Law Enforcement Services to City of Buellton” (hereinafter, “Agreement”), executed by the COUNTY’s Board of Supervisors on July 1, 1992, terminates, whichever occurs first. Provided COUNTY is in compliance with all terms and

conditions of the Lease and the Agreement still remains in full force, COUNTY may extend the term in accordance with Section 10 OPTION TO RENEW.

2. Section 10. OPTION TO RENEW is hereby amended to read as follows:

10. OPTION TO RENEW: Provided COUNTY is in compliance with all terms and conditions of the Lease and the Agreement, COUNTY is hereby granted three (3) consecutive options to renew the Lease from and after the expiration of the then-current term, which options shall be for a period of five (5) years each. COUNTY, through the Director of the General Services Department (hereinafter, "Director"), or designee, may exercise said options to renew by providing written notice to CITY at least sixty (60) days prior to the expiration of the then-current term.

Extension Periods:	
Extension One, 5 years	July 1, 2019 through June 30, 2024
Extension Two, 5 years	July 1, 2024 through June 30, 2029
Extension Three, 5 years	July 1, 2029 through June 30, 2034

3. Section 15. NOTICES is hereby amended to read as follows:

15. NOTICES: Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY: Santa Barbara County Sheriff's Department
4434 Calle Real
Santa Barbara, CA 93110
(805) 681-4100

with a copy to:

County of Santa Barbara
General Services Dept./Support Services Div.
1105 Santa Barbara Street, 2nd floor, East Wing
Santa Barbara, CA 93101
Attn: Real Property Manager

CITY: City Manager
City of Buellton
107 W. Highway 246
Buellton, CA 93427

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States postage prepaid certified mail, overnight courier, email if receipt is confirmed or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, or in the case of email, the date receipt is confirmed, shall constitute the date of service.

4. It is expressly understood that in all other respects, the terms and conditions of the original Lease agreement approved by the Santa Barbara County Board of Supervisors on June 23, 1992, and subsequently amended on July 1, 1997, July 1, 2003, and July 1, 2008, shall remain in full force and effect.

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Project: Buellton Sheriff Station at 140 West Highway 246
APN: 099-261-027
Folio: 002891

IN WITNESS WHEREOF, COUNTY and CITY have executed this Fourth Amendment to the Lease Agreement to be effective on the date executed by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

Supervisor Steve Lavagnino
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED:
SHERIFF'S DEPARTMENT

APPROVED:

Bill Brown
Sheriff

Matthew P. Pontes
Director of General Services

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Kevin E. Ready, Sr.
Senior Deputy County Counsel

By: _____
Deputy Auditor-Controller

APPROVED:

APPROVED:

Don Grady, Esq.
Manager, Real Property

Ray Aromatorio, ARM, AIC
Risk Manager

Signatures continue on next page

Project: Buellton Sheriff Station at 140 West
Highway 246
APN: 099-261-027
Folio: 002891

“CITY”
CITY OF BUELLTON

By: _____
John Connolly
Mayor

ATTEST: _____
Linda Reid
City Clerk

APPROVED AS TO FORM:
Ralph Hanson
City Attorney

By: _____

Date: _____

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 7

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager

Meeting Date: May 22, 2014

Subject: Review of Zaca Creek Golf Course Lease Terms

BACKGROUND

Mike Brown, operator of the Zaca Creek Golf Course, has submitted a request to revise the existing lease agreement with the City for operation of the golf course. The existing lease agreement is included as Attachment 1. His main request for changes at this time is changing the operator from Sierra Turf, Inc., to Mike Brown, sole proprietor. This will also require a new insurance coverage policy noting Mike Brown as the insured. Mr. Brown is not requesting any waiver or deferral of the lease payment.

Attachment 2 shows the lease payment history and the water payment history since June 2012, the start date for lease and water utility payments per the agreement. As you can see, the water bills have been paid monthly and are current. While the lease payments have been made the last 7 months, they are in arrears for \$10,000 (8 payments) since June 2012. The profit-loss statement is also provided as Attachment 3.

We know this has been an issue in the past, but the landscape on the slope from top of slope and all the way down into the golf course is part of Mr. Brown's lease obligation. The City had received many complaints in the past from residents and the City Council about the maintenance in this area. The City did a mass clean-up and trimmed all the bushes and trees. Mr. Brown is now responsible for the maintenance.

Another issue that has been brought to our attention is the relocation of the First Tee program to the La Purisima Golf Course. A resident has complained that they do not like travelling to Lompoc for the program and want it back in Buellton. I have been told that the operator of the First Tee program prefers the amenities and space at the La Purisima Golf Course. If that is the case, we cannot force the First Tee Program to operate at the Zaca Creek Golf Course. The current wording in the lease agreement is as follows:

Article 5.1.4 First Tee Program. Tenant agrees and acknowledges that the First Tee Program shall be allowed free use of the Site to conduct golf activities. The times and conditions for such use shall be determined by Tenant and the responsible parties of the First Tee Program and submitted to the Landlord for approval.

Mr. Brown indicates that he is more than willing to continue to host the First Tee Program but that the group has no interest in being at Zaca Creek. Staff has not been privy to the conversations between the two parties.

Mr. Brown has been in contact with Paul Smith of the Buellton Recreation Department to develop alternative youth programs for the Zaca Creek Golf Course. These programs are:

- Establishment of a disc golf course with children under 18 allowed to play free of charge (with adult supervision). Mr. Brown is working with the Chamber and the Santa Ynez Valley Youth Recreation group to have the equipment purchased.
- Creating a youth golf program through the City's Recreation Department.

The City Council could consider amending the section regarding the First Tee Program as follows:

Article 5.1.4 Youth Golf and Activities. Tenant agrees and acknowledges that the First Tee Program shall be allowed free use of the Site to conduct golf activities. The times and conditions for such use shall be determined by Tenant and the responsible parties of the First Tee Program and submitted to the Landlord for approval. In addition to the First Tee Program, or in lieu of, the Tenant shall establish a youth golf program in conjunction with the City's Recreation Department. In addition, children under 18 (with adult supervision) shall be able to use the disc golf course free of charge if such amenity is established on the property.

The community seems to be glad to have this amenity in the City. The golf course itself is in very good shape. Mr. Brown will be coming back to the City Council at a later date to discuss equipment purchase and maintenance.

FISCAL IMPACTS

No fiscal impacts to the City.

RECOMMENDATION

That the City Council direct the City Manager to execute an amended Zaca Creek Golf Course lease with the following changes:

1. Change the operator from Sierra Turf, Inc., to Mike Brown, sole proprietor, with the submittal of revised insurance certificates noting the change in operator.

2. Revising Article 5.1.4 to read: Youth Golf and Activities. Tenant agrees and acknowledges that the First Tee Program shall be allowed free use of the Site to conduct golf activities. The times and conditions for such use shall be determined by Tenant and the responsible parties of the First Tee Program and submitted to the Landlord for approval. In addition to the First Tee Program, or in lieu of, the Tenant shall establish a youth golf program in conjunction with the City's Recreation Department. In addition, children under 18 (with adult supervision) shall be able to use the disc golf course free of charge if such amenity is established on the property.

ATTACHMENTS

- Attachment 1 – Existing Lease for Golf Course
- Attachment 2 – Lease and Water Payment History
- Attachment 3 – Profit/Loss Statement

ZACA CREEK GOLF COURSE LEASE

by and between

**CITY OF BUELLTON,
a California Municipal corporation
("Landlord")**

and

**SIERRA TURF, INC.,
a California corporation
("Tenant")**

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LIST OF EXHIBITS

Exhibit A	Property (Legal Description and Map)
Exhibit B	Golf Course Improvements Operations Specifications
Exhibit C	Golf Course Operations Specifications
Exhibit D	Golf Course Maintenance Specifications

BASIC INFORMATION

1. Landlord: CITY OF BUELLTON a California Municipal corporation
107 West Highway 246
P. O. Box 1810
BUELLTON, CA 93427
Attn: City Manager
Email: johnk@cityofbuellton.com
Telephone: (805) 688-5177
Facsimile: (805) 686-0086
2. Tenant: SIERRA TURF INC.,
a California corporation
1066 Mesa Road
Nipomo, CA 93444
Email: mike@sierraturf.com
Telephone: (805) 929-2888
3. Effective Date: December 5, 2011.
4. Site: That certain real property legally described in and depicted on Exhibit A, commonly known and referred to Zaca Creek Golf Course, 223 Shadow Mountain Drive, in the City of Buellton, County of Santa Barbara, State of California, Assessor's Parcel Number 099-690-034.
5. Permitted Use: Operation of a 9 hole golf course, driving range, putting green, pro shop, as well as limited ancillary uses.
6. Term: Five (5) years, commencing on the Effective Date of the Lease as set forth in Article 2.
7. Base Rent: As set forth in Article 3, \$1,250 per month commencing June 1, 2012. Subject to modification/renegotiation after 2 years.
8. Construction Pay: As set forth in Section 5.9, commencing on the Effective Date, \$1,000 per week, until May 30, 2012, for Tenant to perform the Golf Course Improvements as set forth in Exhibit B.

The Basic Information set forth above, the Recitals below, and all exhibits attached hereto are incorporated into and made a part of the following Lease. If there is any conflict between the Basic Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS JK

TENANT'S INITIALS MB

ZACA CREEK GOLF COURSE LEASE

This Zaca Creek Golf Course Lease ("**Lease**") is made and entered into December 5, 2011 ("**Effective Date**"), by and between the CITY OF BUELLTON, a California Municipal corporation ("**Landlord**" or "**City**"), and SIERRA TURF INC., a California corporation ("**Tenant**").

I. RECITALS

A. Landlord owns that certain parcel of land located at 223 Shadow Mountain Drive, in the City of Buellton, County of Santa Barbara, State of California, Assessor's Parcel Number 099-690-034, as more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference (the "**Zaca Creek**" or "**Site**").

B. Landlord desires to facilitate the improvement, operation and maintenance of Zaca Creek as a recreational amenity for residents of Buellton (the "**Project**");

C. The Buellton City Council has determined that it is in the best interests of the City, and for the common benefit of the citizens residing in the City, to allow for the Project by leasing Zaca Creek to the Tenant.

D. On July 29, 2011, City and Tenant entered into an agreement to renovate Zaca Creek golf course greens and other associated duties (the "**SIERRA TURF CONTRACT**").

E. Landlord and Tenant wish to enter into this Lease as the most expeditious means for Landlord to satisfy its desire to improve, operate and maintain Zaca Creek as a recreational opportunity for the residents of Buellton and visitors to the Santa Ynez Valley.

E. This Lease sets forth the terms and conditions under which the Zaca Creek will be leased to Tenant, and imposes certain requirements on the improvement, operation and maintenance of Zaca Creek.

F. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, Zaca Creek, all as further set forth herein.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

ARTICLE 1. BUILDING AND PROPERTY

1.1. Condition of Building and Site.

1.1.1. AS IS. Zaca Creek, its grounds, buildings and other improvements, is being leased to Tenant in its current, existing, "AS IS" condition with no warranty express or implied by Landlord regarding the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the Improvements. Tenant is familiar with the physical, environmental, and legal condition thereof, and has had the opportunity to inspect and re-inspect the same (as applicable) before execution of this Lease.

1.1.2. Termination of the SIERRA TURF CONTRACT. Landlord and Tenant agree that as of the Effective Date of the Lease, the SIERRA TURF CONTRACT shall be deemed, without notice, to be terminated and all provisions for service at the Site shall be in accordance with the terms of this Lease.

1.1.3. Environmental Conditions. Tenant shall have the right, at its sole cost and expense, to engage its own environmental consultant to conduct any "Phase 1" and/or "Phase 2" investigations of the Site, and Landlord shall promptly be provided a copy of all test results and reports. If remedial work is required, then during the time period for construction of the Improvements, Tenant shall perform, or cause to be performed, without cost or expense to Landlord, all remedial work and Tenant shall obtain the issuance of closure letters from all government agencies which have asserted jurisdiction and shall provide closure letters to Landlord. All costs of remedial work shall be paid by Tenant at its expense. Tenant acknowledges that Landlord undertook a Phase I investigation of the Site in 2011 and that Landlord has provided Tenant with copies of the reports on the condition of the Site known to the Landlord. Landlord makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of any information or reports made available to Tenant regarding any inspections, engineering, environmental or other matters pertaining to the Site. Tenant acknowledges that Landlord has requested that Tenant inspect fully all portions of the Site and investigate all matters relevant thereto and to rely solely upon the results of Tenant's own inspections or other information obtained or otherwise available to Tenant, rather than any information that may have been provided by Landlord to Tenant.

1.1.4. Release. Tenant hereby fully waives, releases, remises, acquits and forever discharges Landlord and its officers, officials, agents, attorneys, representatives, employees, volunteers, independent Tenants, invitees, customers, licensees, assignees and subtenants, of and from any from all and any manner of damages, costs, expenses (including attorneys' fees and costs), compensation, rights, demands, liabilities, obligations, claims, fines, penalties, orders actions, or causes of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising ("collectively, "**Claims**"), which arise from or relate in any manner to the (i) Site, (ii) the physical and environmental conditions, including the presence of Hazardous Materials (as defined in Section 12.1) of the Building, the Site (including subsurface conditions), any portion thereof, or any improvements thereon; and (iii) any Law applicable thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with the items set

out above, the Tenant expressly waives any rights under California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

1.2. Lease of Site. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord, the Site, as of the Effective Date, for the Term and upon the covenants and conditions set forth herein. Tenant's interest in the Site is referred to herein as the "**Leasehold Interest.**"

ARTICLE 2. TERM

2.1. Term. The "**Term**" of this Lease shall be five (5) years.

2.2. Commencement Date. The Term shall commence on the Effective Date.

2.3. Expiration Date. The Term shall expire on that date which is one (1) day before the fifth (5) anniversary of the Effective Date ("**Expiration Date**").

2.4. Extension of Term. Landlord and Tenant may agree, at their respective sole discretion, to extend the Term of this Lease for two (2) additional periods of five (5) years ("each an **Extended Term**"). The first extension shall commence, if at all, upon the expiration of the initial five (5) year Term ("**Initial Term**") and end five (5) years later ("**First Extended Term**"). The second extension shall commence, if at all, upon expiration of the First Extended Term and end five (5) years later ("**Second Extended Term**"). If the First Extended Term does not commence, the second option to extend shall automatically terminate. In no event shall any extension commence if Tenant is in default under this Lease. Any reference to Term in this Lease shall include the Extended Term as long as Landlord and Tenant have agreed to an Extended Term.

2.4.1 Request for Extension. Tenant shall request an Extended Term by giving written notice to Landlord no more than 12 months and no fewer than 6 months prior to the expiration of the Term.

2.4.2 Conditions of Extended Term. Each Extended Term shall be upon all of the terms and conditions of this Lease, as may be modified by Landlord and Tenant.

ARTICLE 3. RENT

3.1. Rent. The term "**Rent**" means the amounts identified in Basic Information Section 7 ("**Base Rent**"). Tenant's obligation to pay Rent under this Lease shall survive the Term to the extent any part of such obligation has not been fulfilled during the Term.

3.2. Manner of Payment. All Rent under this Lease shall commence as of the Commencement Date. Tenant shall pay to Landlord, at Landlord's address designated in the Basic Information Section 1, or at such other address as Landlord may from time to time designate in writing to Tenant for the payment of Rent, the Base Rent designated in Basic Information Section 7, without notice, demand, offset or deduction, in advance, on the first day of each month of the Term.

3.3. Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this Article 3 or have any force or effect.

ARTICLE 4. TAXES AND ASSESSMENTS

4.1. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges levied and assessed against Tenant or Landlord with respect to any Personal Property (defined in Section 7.3) ("**Personal Property Taxes**") which may become payable during the Term or are attributable to Tenant's use or occupancy of the Site. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Notwithstanding the foregoing, Tenant shall have the right to contest the imposition or collection of any such Personal Property Taxes which Tenant reasonably believes was improperly assessed or calculated.

4.2. Statement Regarding Possessory Interest Taxes. This Lease creates a possessory property interest in Tenant. Tenant acknowledges and agrees that Tenant's leasehold and/or other property interests may be subject to property taxation, and Tenant to the payment of property taxes levied on the interest. Such taxes are referred to herein as "**Possessory Interest Taxes,**" and shall be paid by Landlord during the term of this Lease.

4.3. Taxes. Excepting any Possessory Interest Taxes as set forth in section 4.2, Tenant shall pay all before delinquency taxes, impositions, general or special assessment, surcharge, fee, levy, penalty, bond, or similar charge is levied on any business conducted on the Site or any portion thereof) general and special taxes including gross receipts tax, excise tax levied by any Taxing Authority (defined below) including with respect to Landlord's receipt of Rent or ownership, management or operation of the Site (collectively, "**Taxes**"), now or in the future levied and assessed against the Site, or any improvements, any portion thereof, or any improvements thereon by any authority having the power to tax, including any federal, state or county government or any political subdivision thereof ("**Taxing Authority**"). In the event any Personal Property Taxes, and other Taxes, as described in this Article 4 or any other costs to be borne by or due from Tenant are not assessed or charged against the Site separately from other Landlord-owned property, Landlord shall reasonably allocate such on a pro-rata basis.

4.4. Tenant's Tax Liability Prorated. Tenant's liability to pay any Taxes and new assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Term at its inception and expiration or other termination in accordance with this Lease.

4.5. Tax Contest. Tenant shall not seek a reduction in the assessed valuation of the Site, or contest any Taxes that are to be paid by Tenant without Landlord's prior written consent. If Landlord consents and Tenant seeks a reduction or contests the Taxes, Tenant shall remain obligated to pay all Taxes prior to delinquency. Landlord shall not be required to join in any proceeding or contest brought by Tenant.

ARTICLE 5. USE, CHARACTER, OPERATION AND MAINTENANCE COVENANTS

5.1. General. Tenant covenants and agrees on behalf of itself and its successors and assigns that Tenant shall use and continuously operate a 9 hole golf course, driving range, putting green, pro shop, as well as limited ancillary uses, as further set forth and specified in Exhibit C. ("**Permitted Use**"). Tenant shall not commit waste in the Site, any portion thereof, or any improvements thereon. Tenant's failure to continuously operate Zaca Creek, pursuant to the Permitted Use, or failure to comply with other provisions of this Article 5, shall constitute a material default under this Lease.

5.1.1. Tenant's Responsibilities. Tenant, at its expense, will be responsible for managing, operating, maintaining, marketing and conducting golf related programs Zaca Creek in a prudent and business-like manner and in accordance with the Permitted Uses. Tenant's responsibilities and authority are specified in Exhibit C.

5.1.2. City Events. Tenant agrees the City will be allowed the free use of the Site, including and any of the improvements and facilities, for City sponsored events four (4) times per year. City will coordinate with Tenant at least thirty (30) prior to an event and Tenant will be responsible to adjust golfing operations as necessary.

5.1.3. Community Trail. Tenant acknowledges that the City may install, at its own cost and expense, a community trail on the southwest edge of the Site. Tenant will work with City to design and maintain the trail so to minimize conflicts between golf uses and public trail use.

5.1.4. First Tee Program. Tenant agrees and acknowledges that the First Tee Program shall be allowed free use of the Site to conduct golf activities. The times and conditions for such use shall be determined by Tenant and the responsible parties of the First Tee Program and submitted to the Landlord for approval.

5.2. Operating Covenant. Tenant acknowledges that continuous operation of Zaca Creek is necessary for the use of the Site as an ideal location for golf recreational uses and that Tenant's failure to open or remain open will be detrimental to both the image and the economics of the Site, and this Lease.

5.2.1. Tenant shall keep Zaca Creek open to the public seven (7) days per week, except as specified in Exhibit C.

5.2.2. For each day of operation, Zaca Creek must be open to the public during the daylight hours each day.

5.3. General Use Prohibitions. Tenant covenants and agrees that in connection with the use and operation of the Site, and any portion thereof, Tenant will not:

5.3.1. Use or permit the use of any reasonably objectionable advertising medium including any loudspeakers, phonographs, public address systems, sound amplifiers, radio or broadcast within the Site in such manner that any sounds reproduced, transmitted or produced shall be directed primarily beyond the Site (provided, however, that nothing herein shall be deemed to prohibit the installation and use of a public address system for golf events or security purposes; or

5.3.2. Permit undue accumulations of garbage, trash, rubbish or any other refuse; or

5.3.3. Create, cause, maintain or permit any nuisance (as the same may be defined by applicable Law) in, on or about the Site; or

5.3.4. Commit or suffer to be committed any waste in, on or about the Site; or

5.3.5. Use or allow the Site to be used for any unlawful purpose; or

5.3.6. Do or permit to be done anything which in any way unreasonably disturbs the occupants of neighboring property; or

5.3.7. Cause or permit any insurance coverage on the improvements or Site to become void or voidable or make it impossible to obtain any required insurance at commercially reasonable rates; or

5.3.8. Intentionally cause or knowingly permit any material structural damage to or deterioration of the Site, or improvements or any portion thereof, or to any adjacent public or private property or improvements; or

5.3.9. Violate any law, ordinance or regulation (including the BUELLTON Municipal Code) applicable to the Site; or,

5.3.10. Any activities not appropriate to a first class golf course; or,

5.3.11. Activities prohibited by any permits and approvals issued by the City of BUELLTON; or,

5.3.12. Activities that are or would be in violation of any applicable use restrictions imposed upon Landlord by any other agreement to which Landlord is a party.

5.4. Non-Discrimination. Tenant covenants and agrees that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, age, physical or mental handicap, medical condition, national origin or ancestry in the use, occupancy or enjoyment of the Site or any portion thereof.

5.5. Rules. Landlord reserves the right at any time to impose reasonable rules and regulations as, in Landlord's judgment, may from time to time be necessary for the operation, management, safety, care and cleanliness of the Site, any portion thereof, or any improvements thereon, for the preservation of good order therein, or for the convenience of other occupants and tenants of the Site, if any. Tenant shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority. Tenant shall cooperate with Landlord to effect the intent of this Section 5.5. Landlord shall not be responsible to Tenant or to any other person for the non-observance, non-compliance, or violation of the foregoing by Tenant by any other tenant, occupant, or other persons, or Landlord's failure to enforce, any of the foregoing, or any other terms or provisions of any other tenant's or occupant's lease.

5.6. General Standards of Maintenance. Tenant covenants and agrees that it shall maintain, or cause to be maintained, the Site, all portions thereof and all improvements thereon in accordance with the standards contained in Exhibit D.

5.7. Tenant's Reports to Landlord. Tenant shall provide Landlord with written reports summarizing Tenant's activities under the Lease. The written report shall be submitted quarterly for the first two (2) years from the Commencement Date, with annual written reports thereafter.

5.8. Books, Records and Accounts. Tenant shall keep and maintain complete and accurate books, records and accounts related to the operation of Zaca Creek and shall undertake a yearly audit by an independent accounting firm for presentation to Landlord. Landlord may request an inspection of such books and records provided Landlord submits the request no less than twenty one (21) days in advance to Tenant. Any inspection may take place during normal business hours.

5.9. Construction of Improvements, Payment, Performance Bond. Tenant shall construct or cause to be constructed the Golf Course Improvements ("**Improvements**" as defined in Exhibit B and, for the purposes of this Lease, shall include any and all existing buildings and structures on the Site) within the time and in the manner set forth in Exhibit B, all in a workmanlike manner and in professionally rendered finishes and in full conformity with the plans and drawings approved by the Landlord and/or the City. The cost of the Improvements shall be allocated between

Landlord and Tenant as set forth in Exhibit B; however, the total cost to the Landlord for Improvements, as determined by invoices submitted to Landlord, shall not exceed the total amount of \$25,000.00. Any and all costs above such amount shall be the sole responsibility of Tenant. Landlord agrees that it will pay the cost of one city employee for 120 hours for transitional services and to assist in the Improvements. Within seven (7) days following the Effective Date, Tenant shall file with the City a faithful performance bond, in the amount shown in Exhibit B, guaranteeing the construction of the Improvements required by Tenant.

5.10. Timely Completion. Tenant shall take all steps necessary to enable it to commence, and will commence the construction and installation of the Improvements and will diligently prosecute and complete such work. In the event Tenant fails to meet any deadline for the Improvements set forth in Exhibit B, after first taking into account any extensions of time required in accordance with this Lease, and does not cure such failure within thirty (30) days of receipt of written notice from Landlord of such failure or, if such failure cannot be cured within thirty (30) days, Tenant does not commence to cure within thirty (30) days and thereafter diligently prosecute such cure to completion (and in any event complete such cure within ninety (90) days following the date of Landlord's initial written notice), then, at Landlord's option (upon written notice, but without any further cure period), this Lease shall terminate, and be null and void, and of no further force or effect.

5.11. Protection of Landlord. Nothing in this Lease shall be construed as constituting the consent of Landlord, expressed or implied, to the performance of any labor or the furnishing of any materials in connection with any construction by any Tenant, subtenant, laborer or materialman, nor as giving Tenant or any other person any right, power or authority to act as agent of, or to contract for or permit the rendering of any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the Site, the Building, the Improvements, any portion thereof, or any improvements thereon. Landlord shall have the right at all reasonable times to post, and keep posted, on the Site, the Improvements, any portion thereof, or any improvements thereon, any notices which Landlord may reasonably deem necessary for the protection of Landlord and of such property and improvements from mechanics' liens or other claims. Tenant shall give Landlord 10 days' prior written notice of the commencement of any construction to be done to enable Landlord to post such notices. In addition, Landlord may in its reasonable discretion require Tenant to furnish to Landlord at Tenant's expense reasonable improvement security, including completion and labor and materials bonds, prior to commencement of any such construction. Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any construction or furnishing any materials or supplies to Tenant or any of its Tenants or subtenants in connection therewith.

5.12. Liens and Stop Notices. Tenant shall keep the Site, the Improvements, any portion thereof, and any improvements thereon, free and clear of all stop notices, mechanics' liens, and other liens on account of any construction performed by or on

behalf of Tenant or persons claiming under Tenant. Tenant agrees to and shall indemnify and save Landlord harmless against any and all liability, loss, damages, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for construction performed by or on behalf of Tenant or materials or supplies furnished to Tenant or persons claiming under Tenant. If a claim of a lien or stop notice is given or recorded affecting the Site, the Improvements, any portion thereof, or any improvements thereon, Tenant shall within thirty (30) days of such recording or service: (a) pay and discharge the same; (b) effect the release thereof by recording and delivering to Landlord a surety bond described in California Civil Code Section 3143, or successor statute in sufficient form and amount which results in the removal of such lien from the Building, the Site, the Improvements, all portions thereof, and all improvements thereon; or (c) otherwise obtain or effect the release thereof. Should any claims of lien be filed against the Building, the Site, the Improvements, any portion thereof, or any improvements thereon, or any action be commenced affecting the title to such property, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

ARTICLE 6. PREVAILING WAGES.

Tenant acknowledges and agrees that any construction, repairs, maintenance, or alterations made by or on behalf of Tenant to the Site, Improvements, any portion thereof, or any improvements thereon ("**Improvement Work**"), whether paid for in whole or part by Landlord or which are considered to have been paid for in whole or part by Landlord (e.g. which become Landlord's property upon the expiration or other termination of this Lease), will constitute "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds...." California Labor Code Section 1720. Accordingly, Tenant shall comply with applicable prevailing wage policies as set forth in the City of BUELLTON Municipal Code, applicable California Labor Code requirements pertaining to "**public works**" (California Labor Code Section 1720 et seq., as amended from time to time and implementing regulations), the Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7, as amended from time to time and implementing regulations), and other applicable Laws addressing the payment of prevailing wages in connection with any Improvement Work (collectively, "**Prevailing Wage Laws**"). Tenant shall require the general Tenant for any Improvement Work to submit, upon request by Landlord, certified copies of payroll records to Landlord and to maintain and make records available to Landlord and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Tenant shall also include in its general Tenant agreement, and in all of its subleases and other contracts, a provision in a form acceptable to Landlord which obligates the general Tenant and others as applicable, (a) to comply with, and to require that their respective subtenants, Tenants and/or subtenants comply with, Prevailing Wage Laws, and (b) upon request by Landlord to submit certified copies of payroll records to Landlord and to maintain and make such payroll records available to Landlord and its designees for inspection and copying during regular business hours at the Site or at another location within the City of BUELLTON. Tenant shall defend, indemnify and hold harmless Landlord and its officers, officials, employees, volunteers, agents and representatives (collectively,

"Indemnitees") from and against any and all Claims arising out of or in any way connected with Tenant's obligation to comply with all Laws with respect to any Improvement Work and/or Prevailing Wage Laws, including all Claims that may be made by Tenants, subtenants or other third party claimants pursuant to Labor Code Section 1726. Tenant hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Tenant's obligation to comply with all Laws with respect to the Improvement Work and Prevailing Wage Laws.

ARTICLE 7. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

7.1. Ownership of Improvements During Term. The Site, Improvements, or any part thereof, shall, during the Term, be and remain the property of Landlord; provided, however, Tenant's rights and powers with respect to the Improvements shall be and shall remain subject to the terms and limitations of this Lease. Tenant hereby agrees not to market, sell, promise to sell, or otherwise enter into a contract to sell, the Site or the Improvements. Tenant further agrees not to encumber, promise to encumber, or otherwise enter into a contract to encumber, the Site or the Improvements in any manner that would impair Landlord's rights, in, to, or ownership thereof as contemplated under Section 7.2.

7.2. Ownership upon Termination or Expiration. Upon the expiration or other termination of this Lease for any reason, or upon foreclosure of Tenant's Leasehold Interest (including transfer of Tenant's Leasehold Interest via any instrument of assignment or transfer in lieu of the foreclosure), the Improvements, and all other improvements on the Site, shall, without compensation to Tenant, become Landlord's property (broom clean and in good condition and repair, reasonable wear and tear excepted) free and clear of all claims to or against them by Tenant or any third person.

7.3. Removal and Ownership of Personal Property at Termination or Expiration. "**Personal Property**" means personal property owned or used by Tenant or any of Tenant's Parties on or about the Site, any portion thereof, or any improvements thereon, together with any Trade Fixtures. "**Tenant's Parties**" means, individually and collectively, Tenant's officers, officials, agents, representatives, employees, volunteers, independent Tenants, invitees, customers, licensees, assignees, and subtenants.

7.3.1. During Term. Any Personal Property that may be removed without damage to the structural integrity of the Site or the Improvements may be removed by Tenant from time to time during the Term. Tenant shall repair all damage caused by any such removal.

ARTICLE 8. SERVICES

8.1. Services. After the Effective date until May 30, 2012, Landlord shall provide any and all utilities and services to the Site, as defined below, at Landlord's sole cost and expense. Effective June 1, 2012, Tenant, at Tenant's sole cost and expense,

shall be responsible and directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Site, or any portion thereof, or any other improvements, including telephone, computers and cable lines, wiring, materials, security, heat, air conditioning, gas, sewer, electricity, refuse, sewage, garbage, pest control services, and any other utilities, materials, or services supplied to or serving the Site, or any portion thereof, or any other improvements now or in the future located thereon (including any construction), together with any repair, installation, maintenance thereof, and infrastructure therefor to the extent located on the Site ("**Services**"). Tenant shall hold Landlord harmless from and against any and all demands, liability, claims, actions and damages to any person or property, costs and expenses, including reasonable attorneys' fees, arising out of or connected with the provision and payment of the Services supplied to or serving the Site, any portion thereof, or any improvements thereon. Tenant, at its expense, shall comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of Services during the Term.

8.2. Water Services. Notwithstanding Section 8.1, above, Landlord shall, at its sole cost and expense, provide all water service to the Site during the term of the Lease.

8.3. Utility Easements. Tenant shall permit any authorized public agency or public utility company, with the approval of Landlord, and/or shall grant to Landlord such easements over Tenant's interest in the Site, any portion thereof, or any improvements thereon, as applicable, as are required for the installation, existence, maintenance, and operation of Services.

ARTICLE 9. INSURANCE

9.1. Insurance Provided. Following the Effective Date, Tenant shall provide the following forms and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance, self insurance or joint self insurance maintained by Landlord and shall name the Landlord as an additional insured.

9.2. Tenant. Tenant shall, at Tenant's expense, obtain and keep in force at all times during the Term the following "**Tenant's Insurance**," and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith. Tenant's Insurance shall not have a deductible amount exceeding Five Thousand Dollars (\$5,000).

9.2.1. Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, providing coverage for, among other things, blanket contractual liability (including Tenant's indemnification obligations under this Lease), premises liability, products and completed operations liability, owner's protective coverage, broad form property damage, and bodily injury (including wrongful death) and advertising injury coverage. If necessary, Tenant shall provide for restoration of the aggregate limit.

9.2.2. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by Law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts.

9.2.3. Site Insurance. "All risk" property insurance including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, covering damage to or loss to the Site, any portion thereof, or any improvements thereon (together with, if the property of Tenant's Parties is to be kept in the or about the foregoing, warehouse's legal liability or bailee customers insurance property belonging to Tenant's Parties and located in or about the foregoing), in an amount not less than the full replacement cost thereof. In the event that there shall be a dispute as to the amount which comprises full replacement cost, the decision of Landlord or the mortgagees of Landlord shall be presumptive.

9.2.4. Other Insurance. Any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

9.3. General.

9.3.1. Insurance Companies. Tenant's Insurance shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VII (or such higher rating as may be required by a lender having a lien on the Leasehold Interest) as set forth in the most current issue of "Best's Insurance Guide."

9.3.2. Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for Tenant's Insurance, in the form of the ACORD standard certificate of insurance, prior to the Commencement Date. Tenant shall, at least thirty (30) days prior to expiration of the policy, furnish Landlord with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to the parties named as additional insureds as required in this Lease. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs resulting from said failure.

9.3.3. Additional Insureds. Landlord, its elected officials, officers, employees, volunteers, lenders, agents, representatives, Tenants and each of their successors and assigns shall be named as additional insureds on the commercial general liability policy required by this Lease. An additional insured endorsement naming such parties as additional insured(s) shall be attached to the certificate of insurance.

9.3.4. Primary Coverage. Tenant's Insurance shall be primary, without right of contribution from any Landlord's Insurance.

9.3.5. Umbrella/Excess Insurance. Any umbrella liability policy or excess liability policy shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

9.3.6. Waiver of Subrogation. Tenant waives any right to recover against Landlord for claims for damages to Tenant's Personal Property to the extent covered (or required by this Lease to be covered) by Tenant's Insurance. This provision is intended to waive fully, and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Tenant pursuant to this Lease shall include a waiver of subrogation endorsement attached to the certificate of insurance.

9.3.7. Notification of Incidents. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accident or incident on or about the Building, the Improvements, the Site, any portion thereof, or any improvements thereon which could give rise to a claim against Landlord, Landlord's Insurance, Tenant, or Tenant's Insurance, except that Tenant shall not be obligated to give Landlord notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report(s) relating to the accident or incident.

ARTICLE 10. INDEMNITY; LIABILITY EXEMPTION

10.1. Indemnity. Except to the extent claims are caused by Landlord's sole negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its elected officials, officers, employees, volunteers, lenders, agents, representatives, Tenants and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (a) any Tenant default under this Lease (including in the performance or non-performance of any obligation on Tenant's part to be performed under the terms of this Lease); (b) Tenant's performance of the work of Improvements (including design, development, and construction) (c) Tenant's or Tenant's Parties use of the Site, any portion thereof, or any improvements thereon, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or Tenant's Parties in or about the Site or any portion thereof, or any improvements thereon; (d) any act, error or omission of Tenant or Tenant's Parties in or about the Building, the Site, Improvements, any portion thereof, or any improvements thereon; (e) loss of, injury or damage to, or description of property (including merchandise or inventory), including loss of use resulting from such loss, injury, damage, or destruction; or (f) any resulting economic loss, consequential damages, or exemplary damages (collectively, "**Indemnification**"). Tenant shall provide such Indemnification by and through counsel reasonably acceptable to Landlord. The obligations of Tenant under this Section 10.1 shall survive

the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

10.2. Not A Construction Contract. This Lease is not intended nor shall it be construed to be a construction contract. To the extent this Lease is construed by a court of law to be a construction contract, all indemnity obligations construed to be related to construction contracts shall be read as if including the carve out "except to the extent claims are caused by the sole or active negligence or willful misconduct of the indemnified party."

10.3. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property (including the Personal Property, the Improvements, the Site, any portion thereof and any improvements thereon), and injury to or death of persons in, upon or about Personal Property, the Improvements, the Site, any portion thereof, or any improvements thereon, arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the Personal Property, or injury to or death of Tenant, Tenant's Parties or any other person in or about the Improvements, the Site, any portion thereof, or any improvements thereon, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Personal Property, the Building, Improvements, the Site, any portion thereof, or any improvements thereon or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Personal Property, the Improvements, the Site, any portion thereof, or any improvements thereon, or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

ARTICLE 11. ENVIRONMENTAL MATTERS

11.1. Environmental Compliance. Neither Tenant nor any of Tenant's Parties shall use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials anywhere in, on, under or about the Personal Property, the Site, Improvements, any portion thereof, or any improvements thereon. Tenant shall cause any and all Hazardous Materials (defined below) brought onto, used, generated, handled, treated, stored, released or discharged on or under the Personal Property, the Site, the Building, Improvements, any portion thereof, or any improvements thereon to be removed therefrom and transported for disposal in accordance with applicable Laws, including Hazardous Materials Laws (defined below). Landlord shall have the right to enter the Personal Property, the Site, Improvements, any portion thereof, or any improvements thereon from time to time to conduct tests, inspections and surveys

concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Tenant shall immediately notify Landlord in writing of: (a) any release or discharge of any Hazardous Material; (b) any voluntary clean-up or removal action instituted or proposed by Tenant, (c) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened, or (d) any claim made or threatened by any person against Landlord, Tenant, the Personal Property, the Site, Improvements, the Building, any portion thereof, or any improvements thereon relating to Hazardous Materials or Hazardous Materials Laws. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Personal Property, the Site, Improvements, the Building, any portion thereof, or any improvements thereon or Tenant's use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Tenant institutes a cleanup or removal action, Tenant shall provide copies of all work plans and subsequent reports submitted to the governmental agency with jurisdiction to Landlord in a timely manner. **"Hazardous Materials Laws"** means all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force concerning the management, use, generation, storage, transportation, presence, discharge or disposal of Hazardous Materials. **"Hazardous Materials"** means any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local Law or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act, together with asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("**PCB**") or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by-product thereof.

11.2. Tenant's Indemnification. Except to the extent caused by Landlord's sole negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials in, on, under, about, or emanating from the Personal Property, the Building, Improvements, the Site, any portion thereof, or any improvements thereon, including any bodily injury, death, property damage, natural resource damage, decrease in value of the Site, the Building, Improvements, any portion thereof, or any improvements thereon, caused or alleged to have been caused by Tenant or Tenant's Parties' use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials in violation of Tenant's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including claims made against Landlord with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Tenant or

Tenant's Parties' use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials.

ARTICLE 12. DAMAGE OR DESTRUCTION

12.1. Restoration.

12.1.1. Insured Damage. No loss or damage by fire or any other cause resulting in either partial or total destruction of the Building, Improvements, the Site, any portion thereof, or any improvements thereon, shall (except as otherwise provided in Section 12.1.2, below) operate to terminate this Lease or to relieve or discharge Tenant from the payment of any Rent, or other amounts payable hereunder, as and when they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained to be performed and observed by Tenant. Tenant covenants to repair, reconstruct, and/or replace or cause to be repaired, reconstructed and/or replaced the Site, any portion thereof, and any improvements thereon, including any Personal Property owned by Tenant and used or intended to be used in connection with the Site, so damaged or destroyed. Tenant also covenants that all insurance proceeds will be applied to the repair, reconstruction and/or replacement described herein. Tenant's failure to make such full repair, restoration and replacement under any conditions in which it was elected or required so to do shall constitute a default by Tenant under this Lease.

12.1.2. Uninsured Damage. Notwithstanding the provisions of Section 12.1.1, if, during the Term, (i) the Site or Improvements are totally destroyed or rendered inaccessible or if the remaining portion of the Site or Improvements is rendered unsuitable (as defined herein) for Tenant's continued use, from a risk not covered ninety percent (90%) by the insurance required to be carried by Tenant under this Lease, and (ii) the cost of restoration exceeds fifty percent (50%) of the replacement cost of the Building or Improvements immediately before the damage or destruction, then either Landlord or Tenant may elect to terminate this Lease by giving notice to the other party within thirty (30) days after Landlord's determination of the restoration cost and replacement value. The Improvements shall be deemed unsuitable for Tenant's continued use if, following a reasonable amount of reconstruction and allowing a reasonable time for resuming operations, Tenant's business in the Site or Improvements could not be operated at an economic level substantially equivalent to the economic level at which Tenant's business was operating before the damage occurred and the decline in such economic level is directly attributable to the damage.

12.2. Procedures for Repair and Restoration. In the event of any damage or destruction, Tenant shall promptly give Landlord written notice of such damage or destruction and the date on which such damage or destruction occurred. Tenant shall promptly make proof of loss and shall proceed promptly to collect, or cause to be collected, all valid claims which Tenant may have against insurers or others based upon any such damage or destruction. Except as otherwise provided above, amounts received on account of any losses pursuant to insurance policies shall be used and

expended for the purpose of fully repairing or reconstructing the portions of the Building or Improvements which has been destroyed or damaged.

ARTICLE 13. CONDEMNATION

13.1. Definitions. "**Condemnation**" means: (a) the exercise of any governmental power in eminent domain, whether by legal proceedings or otherwise, by a condemnor, and (b) a voluntary sale or transfer to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending. "**Date of Taking**" means the date the condemnor has the right to possession of the property being condemned. "**Award**" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation. "**Condemnor**" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

13.2. Parties' Rights and Obligations to be Governed by Lease. If during the Term there is any Condemnation of all or any part of the Site, the Improvements, or any other improvements now or hereafter located on the Site, including any Personal Property owned by Tenant and used or intended to be used in connection with the Site, Improvements or the Building, or any interest in this Lease, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 13.13. Each party waives the provisions of the Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court of the County of Santa Barbara State of California to terminate this Lease in the event of a partial taking or Condemnation of the Site.

13.3. Total Condemnation. If the entirety of the Site and/or the entirety of the Building or Improvements is totally taken by Condemnation, this Lease shall terminate on the Date of Taking.

13.4. Effect of Partial Condemnation. If a portion of the Improvements or Site are taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if the remaining portion of the Site, Improvements or Building is rendered unsuitable (as defined herein) for Tenant's continued use. The remaining portion of the Building, Improvements or the Site shall be deemed unsuitable for Tenant's continued use if, following a reasonable amount of reconstruction and allowing a reasonable time for resuming operations, Tenant's business in the Improvements could not be operated at an economic level substantially equivalent to the economic level at which Tenant's business was operating before the damage occurred and the decline in such economic level is directly attributable to the damage. Tenant must exercise its right to terminate by giving Landlord written notice of its election within 90 days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination, which shall not be prior to the Date of Taking. Failure to properly exercise the election provided for in this Section 13.4 will result in this Lease continuing in full force and effect.

13.5. Restoration of Improvements. If in Tenant's and Landlord's judgment it is reasonably possible and economically feasible to restore the Improvements, Tenant shall be entitled to use that portion of the Award allocable to the Improvements (but not any portion allocable to the Site) as is necessary to restore or to add on to the Improvements so that the area and approximate layout of the Improvements will be substantially the same after the Date of Taking as it was before the Date of Taking. If it is not reasonably possible and economically feasible to so restore the area and layout of the Improvements, the remaining provisions of this Article 13 shall govern the rights of the parties.

13.6. Award. If the Site, any portion thereof, or any improvements thereon is taken in connection with a Condemnation, that portion of the Award allocable thereto shall belong to Landlord. Tenant shall be entitled to receive: (a) the value of any leasehold improvements, merchandise, and Personal Property owned by Tenant taken in connection with such Condemnation, and (b) loss of Tenant's or its subtenant's business goodwill, if agreed to be paid by the Condemnor or awarded by a court; provided, however, that Tenant irrevocably assigns and transfer to Landlord all rights to an interests in that portion of the Award attributable to any leasehold bonus value, if any, to extent the Rent payable by Tenant under this Lease is below the then current fair market value of the Site, and relinquishes any claim thereto, right to make a claim thereon, or interest therein.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

14.1. Landlord's Consent. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Improvements, the Site, any portion thereof, or any improvements thereon.

ARTICLE 15. TENANT DEFAULTS AND LANDLORD'S REMEDIES

15.1. Defaults by Tenant. Tenant shall be in default under this Lease upon occurrence of any of the following:

15.1.1. Tenant shall at any time be in default in the payment of Rent or any other monetary sum called for by this Lease for more than ten (10) days following written notice from Landlord to Tenant; or

15.1.2. Tenant shall at any time be in default in the keeping and performing of any of its other covenants or agreements herein contained, and should such other default continue for thirty (30) days after written notice thereof from Landlord to Tenant specifying the particulars of such default, or if such other default is of a nature that curing such default will take more than thirty (30) days Tenant has failed to commence such cure within such thirty (30) day period and to thereafter diligently pursue completion of such cure; or

15.1.3. Tenant assigns, sells, transfers, conveys, encumbers, hypothecates or leases the whole or any part of the Improvements, the Site, any portion thereof, or any improvements thereon in violation of this Lease; or

15.1.4. Except as otherwise expressly permitted in this Lease, there is any change in control of Tenant, or any other act or transaction involving or resulting in a change in the identity of the parties in control of Tenant or the degree of such control; or

15.1.5. Tenant is in default under any other provision of this Lease beyond expiration of any applicable cure period.

15.2. Remedies. Upon the occurrence of any such default, in addition to any and all other rights or remedies of Landlord hereunder, or by Law or in equity provided, Landlord shall have the sole option to exercise the following rights and remedies:

15.2.1. Terminate this Lease by giving Tenant notice of termination. On the giving of such notice, all Tenant's rights under this Lease shall terminate. Immediately following notice of termination, Tenant shall surrender and vacate the Improvements, the Site, all portions thereof, and all improvements thereon, leaving them in broom clean condition; and Landlord may reenter and take possession thereof and eject all parties in possession, or eject some and not others, or eject none. Termination under this subsection shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

15.2.2. Without terminating this Lease, Landlord may at any time and from time to time relet the Improvements, the Site, any portion thereof, or any improvements thereon for the account and in the name of Tenant or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision either in Landlord's name or in Tenant's name, and shall be entitled to all rents from the use, operation, and occupancy of the Improvements, the Site, any portion thereof, and any improvements thereon. Tenant hereby appoints Landlord its attorney-in-fact for purpose of such leasing. Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, less the revenue received by Landlord from any reletting or attornment, plus Landlord's expenses, including (by way of example), but not limited to, remodeling expenses, Landlord's brokerage and advertising costs and attorneys' fees and costs. No act by or on behalf of Landlord under this subsection shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.

15.2.3. Even though Landlord may have relet the Building, Improvements, the Site, portions thereof, or improvements thereon, Landlord may thereafter elect to terminate this Lease and all of Tenant's rights thereunder, including all of Tenant's rights in or to the Building, Improvements, the Site, any portion thereof, and/or any improvements thereon.

15.2.4. Landlord shall have the remedy described in California Civil Code section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations), as amended from time to time, and successor statutes thereto.

15.3. Damages. Should Landlord elect to terminate this Lease, Landlord shall be entitled to recover from Tenant, as damages:

15.3.1. The worth at the time of the award of the unpaid Rent that had been earned at the time of termination of this Lease;

15.3.2. The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;

15.3.3. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term of this Lease after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided; and

15.3.4. Any other amount (and court costs) necessary to compensate Landlord for all detriment proximately caused by Tenant's default, including costs of alterations and improvements in connection with reletting.

15.4. Cumulative. Each right and remedy of Landlord provided for herein or now or hereafter existing at Law or in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

ARTICLE 16. MISCELLANEOUS

16.1. Holding Over. If Tenant shall hold over on the Site after the expiration of the Term hereof with the consent of Landlord, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to pay to Landlord as monthly rental 1/12th of the amount which is one hundred fifty percent (150%) of the highest amount of total annual Rent paid by Tenant to Landlord during the last year of the Term.

16.2. Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedy in or under this Lease or for the breach of any covenant or condition of this Lease, the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein including, but not limited to, attorneys' fees.

16.3. Quiet Possession. So long as Tenant is not in default under this Lease and is paying the Rent and performing all of the covenants and conditions of this Lease, Tenant shall quietly have, hold and enjoy the Site during the Term without interruption or disturbance from Landlord or any other persons claiming by, through or under Landlord.

16.4. Force Majeure. Except as to the payment of Rent, subject to the limitations set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Lease shall be extended, where delays are due to: remediation or removal of previously undiscovered Hazardous Materials that may be required by Law, regulation or prudent business practice; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation, including court delays; severe weather; lack of reasonable availability of labor or materials; acts or omissions of the other party; or acts or failures to act of the City (in its capacity as a municipal corporation only and not as a Landlord under this Lease) or any other public or governmental agency or entity. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Lease may also be extended in writing by the mutual agreement of Landlord and Tenant. Tenant expressly agrees that adverse changes in economic conditions, either of Tenant specifically or the economy generally, changes in market conditions or demand, and/or Tenant's inability to obtain financing or other lack of funding, or to complete the Improvements shall not constitute grounds of enforced delay pursuant to this Section 16.4. Tenant expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Commencement Date.

16.5. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Landlord's address and Tenant's address set forth in Basic Information Sections 1 and 2, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

16.6. Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed to be a waiver of any other breach of the same or other terms, covenants, agreements, restrictions and conditions hereof.

16.7. Surrender. Upon the expiration or other termination of the Term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant shall surrender to Landlord the Building, Improvements, the Site, all portions thereof, and all

improvements thereon, broom clean and in good condition and repair, reasonable wear and tear excepted.

16.8. Binding on Successors and Assigns. Subject to the restrictions set forth herein regarding assignment of the Leasehold Interest, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

16.9. Landlord's Right to Enter Building and the Site. Landlord and its authorized representatives shall have the right to enter the Improvements, and the Site at all reasonable times, after giving Tenant twenty-four (24) hours prior written notice (except in emergency in which case no notice shall be required), for any reasonable purpose, including: to determine whether the Site, Improvements, the Building, or any other improvements on the Site is in good condition and whether Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Improvements, the Site, any portion thereof, or improvements thereon that Landlord has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to post "for rent" or "for lease" signs during the last two (2) years of the Term, or during any period while Tenant is in default; to show the Improvements, and the Site to prospective lenders, brokers, agents, buyers, tenants or persons interested in an exchange Landlord shall have the right but not the obligation to maintain and repair, remove or replace, add to or generally improve, utilities and the facilities owned by Landlord, another public agency or public utility company, whether under, on, upon, or over the Improvements, the Site, any portion thereof, or any improvements thereon; and Landlord has the right but not the obligation to do any act or thing reasonably necessary for the safety or preservation of the Improvements, and the Site, any portion thereof, or any improvements thereon if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Improvements, the Site, any portion thereof, or any improvements thereon as provided in this Section 16.9 other than any property damage, bodily injury, or death caused by the sole negligence or willful misconduct of Landlord, its agents, employees or Tenants. Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any rights reserved in this Section 16.9.

16.10. Disclaimer of Partnership. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

16.11. No Recordation. Tenant shall not record this Lease or any Memorandum of this Lease, or similar document except to the extent required (i) for Tenant to be able

to obtain a leasehold title policy insuring Tenant's Leasehold Interest in the Site, or (iii) by any Leasehold Mortgagee. Any such document shall be in a form reasonably satisfactory to Landlord.

16.12. Quitclaim. At the expiration or other termination of the Term, Tenant shall execute, acknowledge and deliver to Landlord within thirty (30) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the Building, the Site, any portion thereof, or any improvements thereon.

16.13. Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Lease shall be interpreted as though prepared jointly by both parties.

16.14. Severability. If any term, provision, condition or covenant of this Lease or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by Law.

16.15. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Lease, and in signing this Lease, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Lease, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Lease; and, they have freely signed this Lease without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Lease, and without duress or coercion, whether economic or otherwise.

16.16. Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Lease.

16.17. Nonliability. No member, official or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or its successors, or on any obligations under the terms of this Lease. Tenant hereby waives and releases any claim it may have against the members, officials or employees of Landlord with respect to any default or breach by Landlord or for any amount which may become due to Tenant or its successors, or on any obligations under the terms of this Lease.

16.18. Applicable Law. The laws of the State of California, without regard to conflict of Laws principles, shall govern the interpretation and enforcement of this Lease.

16.19. Covenants and Conditions. Each obligation of the parties hereunder, including, without limitation, Tenant's obligation for the payment of Rent, shall be construed to be both a covenant and a condition of this Lease.

16.20. Integration. This Lease, including all recitals of exhibits and attachments to each of the foregoing, constitute the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

16.21. Amendments to this Lease. Landlord and Tenant agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, subtenants of Tenant, lending institutions or bond counsel or financial consultants to Landlord or Tenant, provided such requests are consistent with this Lease and would not materially alter the basic business terms included herein. No amendment hereto shall be effective unless in writing and signed by the parties hereto.

16.22. Compliance With Laws. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, labor codes, laws, codes, rules, orders, zoning, ordinances, directives, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "**Law**" and collectively "**Laws**"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Improvements, the Site, any portion thereof, or any improvements thereon.

16.23. Commission. Each party represents to the other that it has not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "**Commission**") is due or payable. Each party agrees to indemnify and hold the other harmless from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of the other party.

16.24. Relocation Waiver. Tenant fully releases and discharges Landlord from: (i) all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the relocation of Tenant's business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the Site following expiration or other termination of this Lease, including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under Government Code Sections 7260 et seq. ("**Relocation Assistance Law**"), notwithstanding that such relocation assistance, benefits and/or payments may be

otherwise required under the Relocation Assistance Law or other Law; and (ii) compensation for any interest in Tenant's business operations, the Building, the Site, any portion thereof, or any improvements thereon, including leasehold bonus value, fixtures, furniture, or equipment, loss of business goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever. Tenant acknowledges and agrees that the release and waiver set forth in this Section is material consideration for Landlord's lease of the Site and sale of the Building to Tenant on the terms set forth herein and that, but for this release and waiver, Landlord would not have entered into this Lease.

16.25. Counterparts. The parties hereto agree that this Lease may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Lease, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF BUELLTON a California
Municipal corporation

By: [Signature]
Name: John Kunkel
Its: City Manager

ATTEST:

[Signature]
Linda Reid, City Clerk

APPROVED AS TO FORM:

[Signature]
Ralph D. Hanson, City Attorney

--AND--

TENANT:

SIERRA TURF, INC., a California
corporation

By: [Signature]
Name: Mike Brown
Its: President

By: [Signature]
Name: Chantelle Brown
Its: Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

EXHIBIT A
PROPERTY
(LEGAL DESCRIPTION AND SITE MAP)

LEGAL DESCRIPTION

LOT 80 OF TRACT 13,533 UNIT ONE IN THE CITY OF BUELLTON, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED BOOK 127, PAGES 94 THROUGH 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, INCLUDING NATURAL GAS IN, ON AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET OF THE SUBSURFACE THEREOF, MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED AND EXCEPTED BY MERCHANTS TRUST COMPANY IN DEED RECORDED JANUARY 3, 1914 IN BOOK 140, PAGE 589 OF DEEDS.

EXHIBIT B

GOLF COURSE IMPROVEMENTS

Prior to the operation of the Zaca Creek Golf Course, Tenant shall have completed all the Improvements within the times as set forth below in this Exhibit B. Except as specifically noted below, all costs for completion of the Improvements shall be at the sole cost and expense of Tenant.

Where the Landlord has agreed to pay for the capital cost of the supplies or materials for any Improvement as set forth in this Exhibit B, Tenant shall first obtain three informal bids from suppliers. The bids shall be submitted to the Landlord for prior approval of any contract for such supplies or materials.

As set forth in Section 5.9 of the Lease, Tenant shall provide a faithful performance bond guaranteeing to the City of Buellton the completion of the Improvements. The bond shall be in the amount of \$75,000.00.

Any variation in the scope of the Improvements as set forth in this Exhibit B shall be approved in advance by the City Manager of the City of Buellton.

1. Greens and Course Turf. Renovations of the greens shall continue to completion as specified under the SIERRA TURF CONTRACT. Fairway turf, irrigation, practice areas (not including driving range) and associated improvements shall be brought up to the standards as set forth in Exhibits C & D by May 30, 2012.
2. Driving Range. The driving range, including any and all netting, shall be completed and operational by January 1, 2012. Landlord shall pay for the cost of the driving range netting.
3. Sand traps/Bunkers. Sand traps/bunkers shall be renovated to USGA standards. Landlord shall pay the cost of any approved sand. Completion by May 30, 2012.
4. Patio Cover. A new patio cover shall be in place by May 30, 2012. The design of the patio cover and any associated screening shall be approved by Landlord prior to commencement of any such work. Tenant shall be required to submit appropriate plans and obtain an approved building permit for the patio cover. Landlord shall pay for the cost of any plans, building permit and construction materials for the patio cover. In no event shall play be allowed on the course prior to the completion of the patio cover.
5. Clubhouse/Pro Shop Renovation. Renovations to the Clubhouse/Pro Shop shall conform to the industry standards of similar municipal golf courses including, but not limited to, new carpet, paint, lighting, window treatment, upgraded or new merchandise and food/beverage service areas, together with the provision of all associated golf accessories, as provided in Exhibits C & D, by May 30, 2012. In no event shall play be allowed on the course prior to the completion of the such renovation.
6. Concrete Pad. The concrete slab adjacent to the Clubhouse/Pro Shop shall be re-leveled to prevent water draining to the wall of the Clubhouse/Pro Shop. Completion by May 30, 2012.

Zaca Creek Golf Course

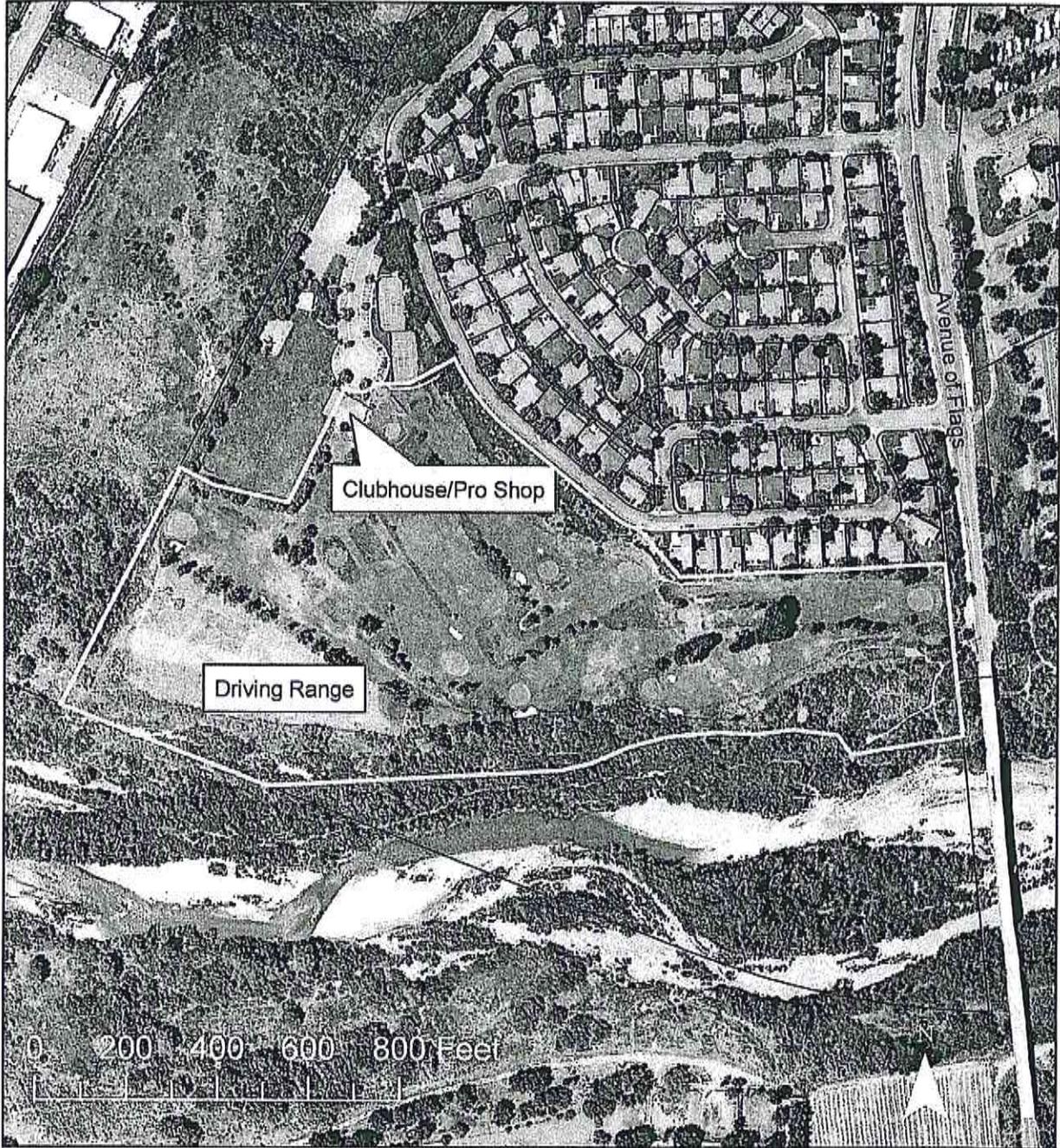


EXHIBIT C

GOLF COURSE OPERATIONS SPECIFICATIONS

I. GOLF OPERATIONS SCOPE OF WORK

The work covered by these Golf Operations Specifications consists of providing labor; services; materials; supplies; golf carts; selecting golf shop furniture, fixtures, equipment, and inventory for sale; and other items as may be required to support the operation of a quality, municipal golf course, golf shop, and practice facility. Except as specified in the Lease, the services according to these specifications shall commence on June 1, 2012 and will continue until termination of the Lease between the golf operations Tenant and the City.

Prior to commencement of operations, the City and the Tenant will identify any additional items required to provide service as anticipated and shall determine on an equitable basis, the financial responsibility for procurement of these items.

II. AGREEMENT TERMS

- A. Golf Operations as specified herein are part of Zaca Creek Golf Course Lease the City and the Tenant.
- B. The Tenant shall be responsible for orderly care, safety, security, maintenance and timely repair of all property which constitutes the golf operation according to applicable laws, permits, licenses and regulations.
- C. The City reserves the right from time to time as conditions warrant to hire outside golf course operations consultants to inspect the golf course and Tenant agrees to carry out reasonable recommendations of the City made as a result of the inspection(s).

III. PERSONNEL & SUPERVISION

- A. Golf operations as identified herein will be conducted under the direct supervision of Tenant.
- B. The Tenant will be responsible to hire, train, manage and compensate the necessary personnel for performance of the work according to these specifications and other terms contained in the agreement documents. Staffing plan must include a qualified golf instructor who is onsite a minimum of 40 hours per week and provide for a minimum of two staff people on duty during pro shop operating hours.

- C. The Tenant will provide uniforms for all staff in both a customer service and maintenance role to ensure identification and high standards of customer service.

IV. HOURS OF OPERATION

- A. Tenant, with the advice and consent of the City, shall determine reasonable hours for public access to services. With the exception of starting time reservation services and Tenant's support for special events, access to golf services, as a minimum, shall be provided between the hours of dawn and dusk each day except as precluded by weather conditions
- B. Any changes in the schedule of hours for golf operation previously agreed shall be subject to approval by the City.
- C. The golf course will be open every of the year, weather permitting, except for Christmas Day.
- D. In the event play and/or use must be temporarily suspended on the golf course due to inclement weather conditions, the decision on when to allow use and/or play to resume will be made by the Tenant.

V. CLUBHOUSE / PRO SHOP

A. Preparation and Appearance

1. The Tenant shall be responsible for the maintenance, cleaning, repair and general appearance of the clubhouse/pro shop (including the food and beverage portion), cart storage, maintenance building and golf shop.
2. All supplies, cleaning equipment and materials and paper goods shall be provided by the Tenant.
3. Cleaning and preparation shall be scheduled not to impact business operations.
4. Maintenance and repairs shall be conducted on a timely basis with minimal impact on business operations.

B. Other Common Space

1. Tenant shall establish a quality standard and schedule and oversee performance of its employees or subtenants to:
 - a. Vacuum carpets and clean as needed.

- b. Clean any provided exterior ash trays daily. No smoking will be permitted within the clubhouse/pro shop
- c. Empty waste baskets and clean daily.
- d. Sweep all building entrances daily.
- e. Dispose of all waste daily.
- f. Dust all desks, counters, chairs, file cabinets, tables and shelves daily.
- g. Clean baseboards weekly.
- h. Clean window glass in the doors inside and out as often as needed.
- i. Clean all windows inside and outside monthly or more often as needed.
- j. Replace defective lamps in light fixtures as soon as possible after discovery.

C. Merchandise Quality/Quantity

- 1. Tenant shall provide and maintain such inventory of golf merchandise as is deemed necessary by mutual consent of the Tenant and the City.
- 2. Tenant shall provide all fixtures necessary for the display and sale of merchandise.
- 3. The Tenant shall offer for sale only goods of premium quality consistent with the quality of goods sold at equivalent daily fee golf courses.
- 4. Inventory shall include at a minimum: clothing for men and women; equipment including, balls, gloves, tees, etc.
- 5. Tenant shall not offer for sale or rental any item of merchandise which the City deems objectionable or beyond the scope of the agreement.
- 6. Prior to commencement of operations, the Tenant will submit copies of its initial purchase orders and City will have the right to subsequently confirm receipt of goods ordered.

D. Pricing

- 1. The Tenant shall have the right to charge competitive prices for the same or similar goods sold at equivalent quality, daily fee golf courses in the area consistent with the cost to provide such goods.
- 2. Prior to initial stocking and sale of golf shop inventory, the Tenant shall submit a price list to the City for approval.
- 3. Subsequently, if the Tenant wishes to materially change prices or the types of goods to be sold, Tenant shall submit a proposed general list of goods and suggested prices to the City for approval. This does not apply

- to items that are placed on sale to prevent inventory from becoming stale in accordance with a previously approved merchandising plan.
4. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, the Tenant shall not charge the public a price that is higher than the pre-marked price.
 5. Prices for all items for sale shall be marked or displayed.
 6. If in the opinion of the City, the Tenant is charging prices which discourage purchase of items offered for sale, the City may sample pricing for the same or similar goods at equivalent golf courses and Tenant shall reduce prices to a competitive level based upon validation of the City's data by the Tenant.
 7. At the City's request, the Tenant shall discontinue sale of any item of merchandise on City finding(s) that the item(s) is not necessary or in the best interests of the City of the public.

VI. GOLF AND OTHER SERVICES

A. Required Operating Responsibilities

The Tenant will be responsible for providing all golf services at the Course including, at a minimum, the following services and activities:

1. Provide and supervise staff to operate and manage the Course Pro Shop from sunrise to sunset, 7 days a week, except for Christmas day.
2. Provide and maintain an inventory of merchandise for sale in the Pro Shop.
3. Provide and manage golf cart (electric or pull cart) and equipment rentals,
4. Check-in golfers and regulate and control play, including the enforcement of Course rules and regulations.
5. Supervise and control the starting time and reservation system.
6. Collect and deposit daily all revenues, including, but not limited to, monies from green fees, merchandise sales, cart and equipment rentals, lessons, tournaments, gift certificate sales, resident and multi-play cards, and membership programs.
7. Provide quality golf lessons and instruction for all levels of play.
8. Promote golf and golf related activities in cooperation with existing golf clubs, organizations and the City of Buellton.
9. Schedule and facilitate golf tournaments, clinics and junior golf promotions.
10. Work cooperatively and collaboratively with maintenance, food and beverage and City management staff to provide a positive golf experience for all users.

B. Reservations

1. The Tenant shall not discriminate in any way in the scheduling of starting times.
2. The Tenant shall provide maximum access to the starting time reservation system with service available as the season and demand dictates.

3. Golfers shall have timely, consistent access to the reservation system. Those wishing to make telephone reservations should not be kept on hold, nor shall phones be busy any more than the time it takes to complete a single cash transaction (objective should be 15 seconds).
4. Group and tournament events shall be handled by qualified, experienced personnel.

C. Starter/Player Assistants

1. The Tenant shall provide a Starter and a plan for the starter to monitor play and provide a quality experience as players begin each round of golf. Pace of play objectives shall be established by the Tenant, approved by the City and communicated to players before they begin each round of golf.
2. The Tenant shall submit a plan to the City for Golf Course marshal services to promote a comfortable yet brisk pace of play. Any subsequent curtailment or decrease of this service shall be reasonably justified by the Tenant and approved by the City.
3. Any special requirements for group/tournament play will be established by the Tenant, conveyed when reservations are booked and communicated by golf operations staff as groups are checked in.
4. The Tenant shall provide all complimentary, necessary and consumable golf supplies including scoring pencils and "logo" scorecards. Aforementioned items shall be in form, content and quality pre-approved by the City.

D. Rentals

1. The Tenant shall provide and maintain for rental an inventory of quality, recognized brand golf clubs (and cloth or vinyl bags) sufficient to meet player's demands.
2. The Tenant shall provide and maintain for rental a supply of pull carts sufficient to meet player's demands.
3. Prior to commencing rental services, the Tenant will have submitted and the City will have approved a plan for pricing and use of rental equipment and any necessary documents.

E. Practice Areas

1. The Tenant shall be responsible for the quality operation of the practice facilities providing and maintaining a sufficient number of artificial hitting mats, grass tees, putting green(s), sand and turf surfaces for the proper teaching and practice of all phases of the game.
2. Prior to offering access to practice facilities, the Tenant will have submitted and the City will have approved a plan for the use of the practice facilities and the pricing of fees, if any.

F. Lessons

1. The Tenant shall provide golf lessons and training by qualified instructors.
2. The Tenant shall have submitted in its proposal and shall implement a group and individual lesson plan to provide for the teaching and training needs of golfers of differing skill levels, ages, sexes and economic situations.
3. The City expects the Tenant to conduct programs to promote participation in the game of golf and the use of all the golf services.
4. Prior to offering lesson, teaching or any golf training programs, the Tenant will have submitted and the City will have approved a plan for pricing and use of practice facilities.

G. Group Tournament Services

1. The Tenant shall provide group event and tournament scheduling services without discrimination.
2. The Tenant shall promote the use of all other fee services and sale of goods.
3. The Tenant shall implement systems and procedures to allow effective future management of the course and its related support facilities and resources.
4. Prior to accepting reservations and/or fees for group events and tournament activity, the Tenant will have submitted, and the City will have approved, a plan for pricing and use of the facilities.

H. Golf Green Fees

1. Fees and Charges
 - A. Tenant shall keep current a comprehensive schedule of fees for golf play and cart rentals. Standard fees shall be displayed.
2. Establishing of Fees
 - A. Tenant shall conduct an annual, comprehensive survey of green fee and rental rates at comparable golf courses with-in the market area and submit recommendations for fee changes to the City.
 - B. The City must approve all green fee and rental rate changes.
 - C. Fee discounts and special pricing packages must be pre-approved by the City.

VIII. SERVICE GUIDELINES

- A. Tenant shall offer services consistent with the scope and quality of services offered at equivalent daily fee golf courses in the area.
- B. Tenant shall not offer services which the City deems objectionable or beyond the scope of the agreement.
- C. Tenant shall post all fees except those fees which may be negotiated for group/tournament activity or other special uses.

those under repair by the Tenant and those areas where turf is at a level that is not consistent with other associated turf areas.

Tees

1. Mow at proper height according to seasonal conditions.
2. Tee markers placed in healthy areas with tee markers set flat to ground and direction of play.
3. Sand and seed buckets filled and properly placed by tee markers.
4. All tee station equipment cleaned and painted. Ball washer operational.
5. No standing water or mud holes.
6. Weed free and disease free.
7. Pest and vandal damage repaired.
8. Bare areas sodded and leveled.

Roughs

1. Mowed at proper height according to seasonal needs.
2. No standing water or mud holes.
3. Pest and vandal damage repaired.
4. Hazards properly marked.
5. Free of debris that affects play.
6. Ground under repair painted with appropriate white turf paint and roped off neatly and consistently throughout the golf courses. Ground under repair includes those under repair by the Tenant and those areas where turf is at a level that is not consistent with other associated turf areas.

Bunkers

1. Edged as required, by seasonal conditions.
2. Raked – sand not compacted.
3. Proper level of sand.
4. Two to Five operational rakes per bunker, depending on bunker size.
5. Rakes properly maintained.
6. Rakes placed tines down, distributed evenly around the respective bunkers.
7. Bunkers should have 1" lip on lower side.
8. No excess sand buildup on high side.
9. No animal borrows.
10. No standing water.

Parking Lot

1. Lights operational.
2. Free of debris, litter, leaves, and trimmings.

Golf Course Restrooms

1. Must be clean and stocked daily.
2. Operational and odor free.
3. No graffiti.
4. Lights operational.

5. No worn spots.
6. Lockable partitions.

Cart Paths

1. Edged and clean.
2. Weed free.
3. No standing water.

Irrigation

1. Properly maintained and adjusted.
2. Proper coverage.
3. No evidence of broken lines.
4. No missing or broken valve box lids.
5. All valve boxes visible.
6. Controllers must be locked.
7. Heads, valves and quick couplers are leak free.
8. Irrigation computer information properly kept.
9. Irrigation controller information properly kept.

Equipment

1. Serviced by golf personnel at manufacturer's intervals with proper records.
2. Tenant equipment repaired to meet demands of golf maintenance requirements.
3. Tenant's equipment to include all Tenant safety features.
4. Equipment is kept clean.
5. All equipment maintenance and replacement is the responsibility of Tenant.

Clubhouse – (Exterior) – Parking Lot

1. Walkways level and clean of debris.
2. All surfaces covered properly with paint where appropriate.
3. Exterior lighting working and scheduled properly.
4. All signage accurate and readable.
5. Shrub beds maintained according to specifications.

Trees

1. No dead trees or terminally diseased trees.
2. Trees trimmed, as needed.
3. Properly staked – remove stakes within first year if applicable.
4. Mowed around.
5. Kept in healthy condition.
6. Action plan for dead and diseased trees.

Maintenance Facilities

1. Cleaned regularly.
2. Maintained properly.
3. All regulations for proper storage and disposal of materials are adhered to.

Signage

1. Replace or add, as needed.
2. Proper placement is evident.
3. Clean and readable.

Fence/Nets

1. Repair or replace as needed.
2. In place with no holes.

1.1 SAFETY

- 1.1.1 Tenant agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements, including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL.O.S.H.A. Safety Orders, and at all times, protecting all persons, including Tenant's employees, vendors, members of the public or others from foreseeable injury, or damage to their property. Tenant shall identify and inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken.
- 1.1.2 Tenant shall ensure all required certifications and training methods are adhered to and current.
- 1.1.3 When performing work, the Tenant shall make every effort to keep sidewalks, vehicle travel lanes and driveways open at all times, and honor golf etiquette by performing maintenance tasks within acceptable golf play conditions.
- 1.1.4 It shall be the Tenant's responsibility to inspect and identify, any condition(s) that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The Tenant shall be responsible for making corrections, including but not limited to filling holes and replacing valve box covers so as to protect golfers and other members of the public from injury. The Tenant shall cooperate fully with the City in the investigation of any accidental injury or death by the public, Tenant, or any other entity, occurring in the contracted areas, including a complete written report thereof to the GSM within twenty-four (24) hours following the occurrence.

1.2 PROTECTION OF PROPERTY

- 1.2.1 During Periods of Inclement Weather:

EXHIBIT D

GOLF COURSE MAINTENANCE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

The Tenant shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape and other maintenance as set forth in these specifications and in keeping with the highest standards of quality and performance.

Note: Any and all references to the role or duties of Golf Services Manager (GSM) herein shall be deemed to be the representative of the City for golf course matters; however, any references to the GSM shall also mean, and will be the duties and responsibilities of, the Tenant in all obligations to maintain the golf course in conformance to the specifications outlined.

1.0.1 Maintenance Standards

The following standards are further reinforced in the maintenance specifications that follow and are included here in order to acquaint the Tenant with the City's general expectations:

Greens/Collars

1. Mow greens at proper height according to seasonal conditions.
2. Pin placement shall be in healthy turf area according to rotation plan.
3. No standing water or severe turf loss areas.
4. Greens should be consistent on a daily basis utilizing a stimp meter within a one (1) foot range from green with lowest speed to green with highest speed.
5. Weed free and disease free.
6. Bare and stressed areas sodded or plugged.
7. Pest and vandal damage repaired.
8. No foreign grass encroachment from collars.
9. Hole plugs set at proper grade.
10. Ball marks repaired.

*No
Chance*

Fairways

1. Fairways mowed at proper height according to seasonal conditions.
2. No standing water or mud holes.
3. Yardage markers in place and maintained.
4. Cart traffic management devices in place; bare or stressed areas properly addressed.
5. Weed free and disease free.
6. Pest and vandal damage repaired.
7. Ground under repair painted with appropriate white turf paint and roped off neatly and consistently throughout the golf courses. Ground under repair includes

The Tenant will provide supervisory inspection of the golf course during regular hours to prevent or minimize possible damage.

The Tenant shall submit a report identifying any storm damage to the GSM attached to a site map identifying location of damage.

The Tenant's workforce shall continue to accomplish work not affected by such weather, i.e. clean-up and facility maintenance, as well as work caused by the inclement weather.

- 1.2.2 The Tenant shall exercise due care during the performance of work in protecting from damage all existing facilities, structures and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Tenant's neglect shall be corrected and paid for by the Tenant at no cost to the City.
- 1.2.3 If the City requests or directs the Tenant to perform work in a given area, it will be the Tenant's responsibility to verify and locate any underground utility systems and for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the GSM.

1.3 PESTICIDES

General:

All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Food and Agricultural Code.

Tenant is responsible for obtaining all required permits and maintaining the required usage documentation and to comply with all requests from the Sam Mateo County Agricultural Department to inspect records, licenses, training certificates, equipment and storage facilities. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of Tenant.

Application of Pesticides:

1.3.1 Timing:

Pesticides shall be applied at times that limit the possibility of contamination from climatic and other factors. Early morning or evening application shall be used when possible to avoid contamination from drift. If applicable, drift control skirted booms must be used when golfers are present if applicable. Small backpack applications may be performed based on weather protection and with

provisions made for the safety of golfers. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities per the label requirements and of which each area is capable of receiving without excessive runoff.

1.3.2 Handling of Pesticides:

Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code or EPA regulations.

1.3.3 Equipment and Methods:

Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Avoiding high pressure applications and using water soluble drift agents will minimize drift.

1.3.4 Recommendations:

All pesticide applications shall be in accordance with written recommendations provided by a licensed Pest Control Advisor (PCA) with copies of the written recommendations sent to the GSM. A licensed Qualified Applicator (QAC) shall be on site during application.

1.3.5 Selection of Materials:

Pesticides shall be selected from those approved for golf course use by California Department of Food and Agriculture.

1.4 SOUND CONTROL REQUIREMENTS

1.4.1 The Tenant shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

1.4.2 Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

1.5 CONSTRUCTION EQUIPMENT

The Tenant shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

1.6 INQUIRIES AND COMPLAINTS

- 1.6.1 The Tenant shall have designated responsible management personnel to take the necessary action regarding all inquiries and complaints that may be received from or through the City and/or private citizens during normal work hours.
- 1.6.2 Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Tenant, cause such action to be taken by the City work force and shall charge the full cost thereof to the Tenant.
- 1.6.3 All complaints shall be abated as soon as possible after notification to the satisfaction of the City. If any complaint is not abated within a reasonable time, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report to the GSM within three (3) days.

1.7 THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within the contract area. The work referenced herein may include, but is not limited to, capital improvements and/or alterations intended to improve golf course facilities. If such projects materially affect the cost to meet the requirements of the agreement, the Tenant will be asked to submit justification to support the additional costs. Tenant and City will review the justification in order to consider modifications to the Financial Conditions of the agreement.

2.0 SPECIFIC REQUIREMENTS

- 2.1 Tenant shall notify the City prior to use of a sub Tenant on the premise. All sub Tenants shall have appropriate insurance and safety requirements and shall be trained in golf course etiquette procedures prior to any work being performed.
- 2.2 All golf course related plans are property of city and use is restricted to premises. Tenant shall make copies as required to ensure the original set of plans remains in good condition.

2.1 MAINTENANCE RECORDS

The Tenant shall provide the GSM with a written schedule of the work to be

performed during the following month which includes, but is not limited to: general golf course maintenance, aerification, tree trimming, lake maintenance, herbicide/insecticide application, fertilization and replacement of color plants. The report shall be provided in a format developed by Tenant and City and approved by the GSM. If the Tenant finds that it is not possible to maintain the submitted schedule, the GSM shall be advised and a revised schedule submitted.

- 2.1.1 The Tenant shall maintain and keep current a log that records all on-going, seasonal and additional work, and maintenance functions performed on a daily basis by Tenant's personnel. Said report shall be in a form and content acceptable to the GSM.

2.2 TREES

- 2.2.1 All tree trimmings shall be performed on a schedule approved by the GSM and in accordance with the tree, shrub and other wood plan maintenance pruning practices outlined by the American National Standards Institute, Inc. (ANSI). However, such trimming and pruning is a minimum level and shall not relieve Tenant of other responsibilities set forth herein.
- 2.2.2 Trees shall be pruned as required to remove broken or diseased branches. The Tenant shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use. Tenant shall prune trees to allow wind to pass through the tree, reducing and preventing a "sail" effect.
- 2.2.3 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as not to obstruct vehicle and/or pedestrian visibility and clearance.
- 2.2.4 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition as outlined in the pruning specifications. Avoid applying fertilizer to root ball or base of main stem; instead, spread evenly in area of drip zone.
- 2.2.5 Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.
- 2.2.6 Prune trees along sidewalks and cart paths to allow ten (10) foot clearance for pedestrians.
- 2.2.7 Ailing or stunted trees, which fail to meet expected growth will receive additional nutrient treatments to correct any deficiencies.

- 2.2.8 Surface roots, which become maintenance or appearance problems, will be removed or additional soil and sod cover shall be placed as required to prevent damage to adjacent areas, mowers and golf carts.
- 2.2.9 Any tree requiring removal, at no fault of Tenant, shall be replaced by the Tenant, at City expense, with prior GSM approval.

2.3 SHRUBS

- 2.3.1 Prune shrubs to retain as much of the natural informal appearance as possible.
- 2.3.2 Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.
- 2.3.3 Remove any spent blossoms or dead flower stocks as required to present a neat, clean appearance.
- 2.3.4 Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.
- 2.3.5 Schedule the application of a commercial fertilizer as often as required to promote optimum growth and healthy appearance to all shrubs.
- 2.3.6 Any plant requiring removal shall be replaced by the Tenant.

2.4 GROUND COVER – NATIVE GRASSES

- 2.4.1 Apply all chemical control (e.g. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.
- 2.4.2 Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
- 2.4.3 Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Shrub beds shall be maintained in a weed free condition.
- 2.4.4 Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into curbs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls.
- 2.4.5 Fertilization: Schedule fertilization of all ground cover areas with a commercial fertilizer as often as required to promote healthy appearance.
- 2.4.6 Ground cover plants shall be added, as needed, to ensure a solid mass planting

in conformance with the original intent.

2.5 PEST CONTROL ON PLANTS

- 2.5.1 Tenant shall provide complete and continuous control and/or eradication of all plant pests or diseases.
- 2.5.2 Tenant shall supply the proper chemical designated for the pests to be controlled.
- 2.5.3 Tenant shall obtain all necessary regulatory permits and assume responsibility for the use of all chemical controls.

2.6 IRRIGATION SYSTEM

2.6.1 Efficient Use of Water:

- 2.6.1.1 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.
- 2.6.1.2 Tenant shall be responsible for daily monitoring all systems within premises and correcting for: coverage, adjustment, clogging of lines and sprinkler heads, removal of obstacles, including plant materials which obstruct the spray.
- 2.6.1.4 The soil moisture content on greens, tees and fairways shall be checked regularly and appropriate adjustments made. Adequate soil moisture shall be determined by visual observation, plant resiliency, and turgidity, examining cores removed by soil probe, moisture sensing devices and programming irrigation controllers accordingly.
- 2.6.1.5 Tenant shall observe and note deficiencies occurring from the original design of facilities and review these findings with the GSM so necessary improvements can be considered.
- 2.6.1.6 All leaking or defective valves, lines and sprinkler heads shall be repaired within twenty-four (24) hours at the expense of the Tenant. A report of such repairs shall be given to the GSM weekly.
- 2.6.1.7 Tenant shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

2.6.2 System Maintenance

Tenant is aware of the current state of the golf course irrigation system, and accepts full responsibility for the repair and maintenance of the system as is. Any required replacements, repairs, and maintenance to existing components of the system to ensure the system remains in operation are the sole responsibility of the Tenant. Appropriate personnel shall be trained in the use of the master irrigation computer.

2.6.2.1 All controllers are to be kept pest-free and all parts and repairs necessary to maintain the operation are the responsibility of the Tenant.

2.6.2.2 Any repairs made by the Tenant shall be made in accordance with the industry standards and conforming to all related codes and regulations.

2.6.2.3 Tenant shall be responsible for adjusting the height of sprinkler risers necessary to compensate for growth of plant materials.

2.6.2.4 Sprinkler heads and valve boxes shall be kept clear of overgrowth which may obstruct maximum operation.

2.6.2.5 Repairs and/or upgrades made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently provided.

2.6.2.6 All irrigation repairs and maintenance, including but not limited to, sprinkler heads, piping, fittings, valves, controller boxes, controller supplies, and controller face plates, must be performed utilizing the same manufacturer and type of product as existing materials. Any change to existing materials must have prior approval by the GSM.

2.7 ANIMAL AND RODENT CONTROL

Tenant shall continuously, at a minimum on a weekly basis, control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of plantings on golf course property. Damage to public or private property due to erosion as a result of rodent activity shall be repaired at the Tenant's expense.

2.8 WEED CONTROL OF PAVED SURFACES

Tenant shall control all weeds growing in cracks, expansion joints and other hard surfaces by the use of chemical or mechanical weed control.

2.9 WEED CONTROL IN LANDSCAPE AREAS

Weed control in landscaped areas shall be accomplished by mulching and the use of both pre-emergent and post-emergent herbicides. Mechanical weed eradication is

unacceptable unless approved by the GSM.

2.10 STRING TRIMMERS

Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. A minimum of 12" bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees in landscaped areas.

2.11 GREENS

Maintain all turf in accordance with playability and industry wide standards as determined by the GSM, observing the following minimum requirements:

2.11.1 Greens shall be mowed as needed with an approved greens reel type mower at a height of 5/32", or as recommended by the Tenant and approved by the GSM. Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course Tenant with the prior approval of the GSM. All grass clippings must be collected and removed from the site during each mowing operation, including dispersed in a method to prevent unplayable conditions. Greens must be mowed, and rolled if performed, prior to first golfer of day reaching each respective green, including the putting green. Care will be given on clean up lap mowing to reduce turf loss and playability.

2.11.2 Ball cups are to be relocated daily to USGA Standards to enable worn turf spots to recover. Putting and chipping green cups to be changed weekly. Hole positions will be rotated using front, middle, and back locations for each three hole sequence.

45°
2.11.3 Verticutting of greens shall be scheduled bi-weekly or more, including double verticutting, during periods of active turf growth. Each verticutting shall be at 90 degrees to the previous cut. Verticutting activities should match the agronomic requirements of plant growth. This function shall be coordinated to compliment the aerification and topdressing schedules. Combing or brushing may also be done. Verticut depth should be appropriate to playing conditions and agronomic needs. If play conditions are such that greens are not smooth for ball roll (bumpy), Tenant shall utilize verticutting and other agronomic methods to improve golf ball roll.

2.11.4 Aerify greens at least two (2) times per year, in April and August, or more frequently if needed, and remove plugs the same day. Aerification shall be carried out with a minimum of interference to play. Aerification shall be scheduled in November of each year for the following year in conjunction with the GSM and golf professional. All aerification hole sizes, with a minimum of 5/8 inch hollow tine utilized, and spoil locations shall be pre-approved by the GSM. Aerification holes shall penetrate to a depth of three inches. Care should

be taken to have as minimal disturbance to green surface from manual and equipment applications during aerification process. Aerification of greens for agronomic purposes, other than annual regularly scheduled aerifications, shall be reviewed and scheduled with the golf professional to reduce golfer impact.

- 2.11.5 Following all annual regularly scheduled aerifications, a topdressing sand material approved by the GSM shall be applied and brushed into the turf, with follow applications performed as needed. Application shall be done with an approved topdressing spreader. Spot topdressing may be applied to repair damage from ball marks or any other damage. Light topdressing will be done every two weeks during the active growth season to maintain turf playability and agronomic conditions. Turf irrigation requirements shall be adjusted during process to ensure proper agronomic conditions are met.
- 2.11.6 Tenant shall have the soil analyzed after the start of the term of the contract and twice every year thereafter, on dates pre approved by GSM. Apply fertilizer and nutrients in the quantity and type recommended by soil analysis and growing conditions at the time of treatment and in a manner to provide uniform growth of turf. Under normal conditions, 0.5 to 1.2 pounds of actual nitrogen per thousand square feet shall be applied per growing month. Typically, a variety of granular slow release types of material or liquid sprayable fertilizer may be utilized. Use of materials to control salt damage and water infiltration shall be applied to meet the requirements of the turf and playable conditions. Fertilizer shall be applied every three (3) weeks during the active growing season and every five (5) weeks for the remainder of the year.
- 2.11.7 Treat greens with proper chemicals to control insects, disease, weeds and other pests.
- 2.11.8 Greens shall be kept free of foreign grasses and/or broadleaf weeds that tend to creep in from the edges.
- 2.11.9 EC readings should be taken during the spring and fall to determine salts levels and if they are above normal, corrective action taken to reduce to appropriate levels to promote optimum health of the turf.
- 2.11.10 Green speed should be consistent daily on all greens, with the difference between the lowest green speed and the highest green speed no more than one (1) foot in variance on the stimp meter throughout golf course. Green speeds should be no lower than 9 feet in average daily during the months of May, June, July, August, September, and October, and no lower than 9 feet 6 inches daily for the other months. Green speeds should be maintained as high as agronomic conditions and play conditions allow.
- 2.11.12 Debris from trees shall be cleaned prior to mowing and during day as needed to ensure quality playing conditions.

2.11.13 Ball marks shall be repaired daily.

2.12 COLLARS, APPROACH, BANKS AND GREEN SURROUNDS

Maintain all turf in accordance with playability and industry wide standards as determined by the GSM observing the following minimum requirements:

2.12.1 Collars shall be mowed a minimum of two (2) times each week to maintain a height of ½ inch, mowing with a triplex mower

2.12.2 Green surrounds shall be mowed a minimum of (1) time each week to maintain a height of one (1) to 1-1/4 inch or a height as recommended by the Tenant and approved by the GSM. If a rotary mower is used, it shall be specifically designed to prevent scalping of the turf.

2.12.3 Fertilization frequency, types of material and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions 0.25 to 0.75 pounds of actual nitrogen per thousand square feet shall be applied every six (6) weeks during the active growth season and every eight (8) weeks for the remainder of the year.. Typically combinations of granular slow release type of materials may be utilized.

2.12.4 Mowing directions should be changed to prevent turf depressions and turf loss.

2.12.5 Approach shall be mowed a minimum of two (2) to three (3) times each week to maintain a height of ½ inch, or a height as recommended by the Tenant and approved by the GSM, cut with a greens type triplex mower

2.12.6 Grass clippings shall be removed and dispersed properly to not negatively affect golf play.

2.12.7 Bunker banks shall be mowed to ensure no rutting occurs and proper turf heights are maintained. If rutting occurs, areas shall be sodded for repair.

2.12.8 Verticutting shall be performed at least two (2) times per year. All other provisions of section 2.11.3 shall be followed.

2.12.9 Aerify at least two (2) times per year, in April and August, or more frequently if needed, and remove plugs the same day. Aerification shall be carried out with a minimum of interference to play. Aerification shall be scheduled in November of each year for the following year in conjunction with the GSM and golf professional. All aerification hole sizes, with a minimum of 5/8 inch hollow tine utilized, and spoil locations shall be pre-approved by the GSM. Aerification holes shall penetrate to a depth of three inches. Care should be taken to have as minimal disturbance to the turf surface from manual and equipment applications

during aerification process. Aerification for agronomic purposes, other than annual regularly scheduled aerifications, shall be reviewed and scheduled with the golf professional to reduce golfer impact.

- 2.12.10 Following all annual regularly scheduled aerifications, a topdressing sand material approved by the GSM shall be applied as needed. Application shall be done with an approved topdressing spreader. Turf irrigation requirements shall be adjusted during process to ensure proper agronomic conditions are met.

2.13 TEE MAINTENANCE

Maintain all turf in accordance with playability and industry wide standards as determined by the GSM, observing the following minimum requirements:

- 2.13.1 Service tees daily by moving tee markers, removing trash and checking benches and ball washers. Change tee towels and water weekly and keep ball washers filled to proper level with water and appropriate cleaning agent. Tee markers shall be moved daily to healthy turf areas, placed at appropriate direction to play.
- 2.13.2 Mow tees two (2) times weekly with reel type mower, with baskets, at height of 1/2 inch or a height as recommended by the Tenant and approved by the GSM. All grass clippings will be collected and dispersed properly for playable conditions.
- 2.13.3 Aerify and topdress tees, with sand and mulch pre-approved by the GSM, at least two (2) times per year, or more frequently if needed, using the appropriate equipment with the minimum of interference to play. Aerification shall be carried out with a minimum of interference to play and plugs removed the same day. Aerification shall be scheduled in November of each year for the following year in conjunction with the Golf Professional and the GSM. All aerification hole sizes, with a minimum of 5/8 inch utilized, and spoil locations shall be pre-approved by the ACR. Care should be taken to have as minimal disturbance to tee surface from manual and equipment applications during aerification process.
- 2.13.4 Fertilization frequency, materials and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, 0.25 to 0.75 pounds of actual nitrogen per thousand square feet shall be applied every six (6) weeks during the active growth season and every eight (8) weeks during the remainder of the year. Typically combinations of granular slow release type of materials may be utilized.
- 2.13.5 Repair worn and damaged turf areas as they occur by topdressing, over seeding or resodding to ensure playability at all times.
- 2.13.6 Tees shall be overseeded, with approved seed by GSM, following aerification

and before topdressing at a rate of 10.33 lbs. per thousand square feet of tee area.

- 2.13.7 Treat tees for control of insects, disease, weeds and other pests as necessary to maintain healthy turf.
- 2.13.8 Trash receptacles are to be emptied daily.
- 2.13.9 A sand and seed container, approved by the GSM, must be available on all Par 3 holes, for use in repairing divots. A container must be set at each respective set of tee markers for each hole. Tee divots shall be filled with sand and seed at a minimum of once per week on all holes and twice per week on par 3 holes.
- 2.13.10 Ample score card and pencil supplies shall be kept in stock at the scorecard station between the No. 1 green and the No. 2 tee.
- 2.13.11 Tee yardage plaques, stations and signs shall be maintained and edged at all times.
- 2.13.12 Tee station items, such as markers, signs, trash cans, ball washers, etc. shall be in good condition and repaired or replaced as needed.
- 2.13.13 Recycle trash containers shall be utilized and all recyclable glass and plastic bottles and aluminum cans shall be collected and turned into appropriate recycle centers.

2.14 FAIRWAY MAINTENANCE

Maintain all fairways in accordance with playability and industry wide standards as determined by the GSM, observing the following minimum requirements:

- 2.14.1 Mow fairway two (2) times weekly at height of 3/4 inch or at a height as recommended by the Tenant and approved by GSM.
- 2.14.2 Aerify all fairways at least one (1) time a year. The equipment used to aerify the fairways shall be Power Take-Off (PTO) or self engine powered to enable a three (3) to five (5) inch coring depth (Toro ProCore or equivalent) utilizing hollow coring, with a minimum of 3/4 inch hollow tine, as recommended by the Tenant and approved by the GSM and cores shall be removed from the fairways. Aerification shall be scheduled in November of each year for the following year in conjunction with the Golf Professional and the GSM. All aerification hole sizes and spoil locations shall be pre-approved by the GSM. Care should be taken to have as minimal disturbance to turf surface from manual and equipment applications during aerification process. Slicing of the fairways at various intervals is recommended to promote turf growth, improve water infiltration, and improve salt damage.

- 2.14.3 Over seed all fairways once per year, in the fall and at a pre- approved date with the GSM and golf professional, with an 80/20 rye/blue seed mix, pre-approved by the GSM, at a minimum rate of 450 lbs. per acre. All seed shall be slit seeded into the soil to ensure adequate soil and seed contact. A post seed application of fertilizer (15-15-15 or equivalent) shall be applied with four (4) weeks of the over seed process at a rate of one (1) lb per thousand of nitrogen. Over seed and topdress (or re-sod) worn or bare areas of fairways as necessary.
- 2.14.4 Treat turf to control weeds, invasive grasses (i.e. Kukuyu), diseases, insects, and other pests as necessary to maintain a weed free and healthy turf, and to eliminate weed infestation.
- 2.14.5 A proper fertilizing and nutrient program shall be performed per soil testing recommendations each calendar year. Fertilization shall occur a minimum of every six (6) weeks during the active growth season and every eight (8) week during the remainder of the year.
- 2.14.6 Policing to control litter shall be done on a regular basis for the removal of all paper, leaves, cans, bottles, tree branches, etc.
- 2.14.7 Excessive turf clippings shall be dispersed by a method of dragging, baskets, vacuumed or blown to ensure proper playable conditions are provided.

2.15 ROUGHS MAINTENANCE

Maintain all turf in accordance with playability and industry wide standards as determined by the ACR, observing the following minimum standards:

- 2.15.1 Mow one (1) time per week at a height of 1-1/2 inches, or a height as recommended by the Tenant and approved by the GSM.
- 2.15.2 Aerify all roughs at least one (1) time per year. The equipment used to aerify the fairways shall be Power take off (PTO) or self engine powered to enable a three (3) to five (5) inch coring depth (Toro Pro Core or equivalent), utilizing hollow tines, with a minimum 3/4 inch hollow tine, as recommended by the Tenant and approved by the GSM. Aerification shall be scheduled in November of each year for the following year in conjunction with the GSM and golf professional. All aerification hole sizes and spoil locations shall be pre-approved by the GSM. Care should be taken to have as minimal disturbance to green surface from manual and equipment applications during aerification process. Cores shall be removed from the roughs.
- 2.15.3 Overseed and topdress (or resod) worn or bare turf areas as necessary.
- 2.15.4 Fertilization frequency, materials and analysis shall be determined from results

of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Fertilization shall occur a minimum of every six (6) weeks during the active growth season and every eight (8) week during the remainder of the year.

2.15.5 Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf and eliminate weed infestation.

2.16 OTHER TURF AND MAINTENANCE AREAS

These areas consist of areas not detailed above.

2.16.1 All debris such as litter and branches shall be removed from the course.

2.16.2 All yardage, course markers, ropes and stakes, and signage shall be straight and damage free, and repaired and replaced as needed.

2.16.3 Any item that is a safety hazard shall be repaired or replaced immediately,

2.16.4 Tenant shall submit annually to GSM a written Integrated Pest Management (IPM) program for the following 12 months detailing annual fertilizer, pesticide, fungicide and other related applications for the golf course.

2.16.5 Tenant shall be responsible for repair and service of injection machines and holding tanks (if utilized by Tenant)

2.16.6 Tenant shall utilize wood chipping machinery to produce wood chips from tree pruning and care. Wood chips may be spread throughout golf course in pre approved areas by the GSM. No permanent dumping of course debris, such as branches, wood stumps, etc. is approved on the property. Tenant is responsible for costs associated with any removal of debris. Any other course generated debris such as earthen spoils shall be dispersed at locations and with methods pre approved by the GSM.

2.16.7 Turf areas surrounding the clubhouse shall be mowed one (1) time per week at a height of 1-1/2 inches.

2.16.8 Tenant shall provide, at Tenants sole expense and liability, an effective goose control program to eliminate goose activities, including use of control dog, motorized hand controlled boats, noise makers, and other methods.

2.17 SAND BUNKERS

2.17.1 Sand bunkers shall be cleaned and raked, by mechanical method or by hand, a minimum of three (3) times per week.

2.17.2 Sand depth shall be randomly checked monthly for depth of sand and shall be

maintained no less than four inches (4") deep. Tenant shall submit written report to City of any bunkers with less than four (4") inches of sand. Additional sand may be added, at City expense, at City sole discretion.

- 2.17.3 Turf shall be mechanically edged along sand bunker edges at a minimum monthly, or more frequently if required, to ensure a neat appearance. Care shall be taken to maintain the design outline of the bunkers to insure the integrity of the bunker shape. Chemical control of sand edges through use of a non-selective herbicide or growth regulator around sand bunkers shall be allowed with pre-approval of GSM.
- 2.17.4 Excess sand in the turf surrounding the trap shall be removed on a regular basis.
- 2.17.5 A minimum of two (2) to five (5) rakes are to be available, depending on bunker size, at all sand bunkers at all times. (Color and style subject to GSM approval.)
- 2.17.6 Bunker sand shall be cultivated as needed, or at a minimum of once per month, to ensure sand is not compacted. Methods should be used to not disturb existing soil below the sand.
- 2.17.7 All debris such as pine needles and cones, branches and other debris shall be removed as needed to ensure playable conditions and reduce sand contamination.
- 2.17.8 Excessive water ponding and silt accumulated by rain falls and irrigation applications shall be removed prior to bunker raking.

2.18 CLUBHOUSE AREAS

2.18.1 Shrub Beds

- 2.18.1.1 Clean up shall occur on a regular basis to ensure that beds are kept free of trash and debris such as paper, cans and bottles, fallen branches, excessive leaves and weeds.
- 2.18.1.2 A fertilizer program shall be a minimum of four (4) applications per year or as needed for health and color.
- 2.18.1.3 Spent flowers, leaves and other landscape debris shall be removed from plant areas daily, or as required.

2.18.2 Seasonal Color Beds

- 2.18.2.1 All color beds shall be regularly cleaned of paper, bottles and cans, fallen branches, excessive leaves and weeds.

2.18.2.2 Weed control shall be accomplished by use of pre-emergent, selective herbicides, mulch and manual weeding. A pest control spray program shall be done as often as necessary for pest control.

2.18.2.3 Beds shall be cultivated by mechanical means on a regular basis or as required, or as directed by the GSM.

2.18.2.4 Color plants shall be replaced a minimum of twice annually and shall be performed on a schedule submitted to and approved by the GSM. The replacement plants shall be 4-inch potted size, spaced per industry standards and planted with the appropriate soil amendments.

2.18.3 Periphery Areas

2.18.3.1 All periphery areas shall be maintained in a manner consistent to industry standards to ensure a healthy and aesthetically pleasing appearance at all times.

2.18.3.2 Areas shall be mowed, weeded, cleaned of litter and other debris on a regular basis (a minimum of once per week). Watering should occur if the area is covered by the irrigation system.

2.18.3.3 Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a "first impression" of the overall service level of the course.

2.18.3.4 All areas are to be inspected for erosion problems and repaired as needed.

2.19 PARKING LOTS

2.16.1 Parking lots are to be maintained in a safe condition for use by both vehicles and pedestrians, and cleaned each day to ensure a clean, crisp appearance free from litter and debris, including all landscaped planters on or adjacent to the lots.

2.16.2 All parking lot lighting shall be repaired as needed.

2.20 GRAFFITI

2.20.1 Golf course shall be inspected daily for evidence of graffiti. Special attention shall be given to restrooms, signs, markers, block walls, curbing, paving, tees, utility poles/boxes and/or any other structures of fixtures.

2.20.2 All graffiti shall be eradicated within twenty-four (24) hours of detection.

2.20.3 Graffiti requiring paint over shall be painted over with a color consistent with

that of the original surface.

2.20.4 Graffiti on non-painted surfaces shall be removed by sand or water blasting and area returned to the pre existing condition.

2.21 COURSE ACCESSORY EQUIPMENT

All accessory equipment must be maintained in a clean, safe, functioning condition at all times and repainted as required to present an aesthetically pleasing appearance. Accessory equipment shall include, but not be limited to the following:

NOTE: Must be same or equal to current types and any changes require prior approval of the GSM.

Signage, Shoe brushes, Trash receptacles, Ash urns Greens cups, NCGA Teemarkers, Benches, Sand rakes, Flags and poles, Ball washers, Fairway yardage poles, and sprinkler yardage markers

2.22 CART PATH/STEPS/RAMPS/WALKWAYS/BRIDGES

2.22.1 To be swept or blown clean of debris every Friday or more often as needed.

2.22.2 Concrete paths to be edged and scraped clean a minimum of one (1) time per month, or as needed.

2.22.3 Tenant shall identify all potholes and/or other surface damage or defects to be repaired and report to City. The repair of such areas shall be the responsibility of the City, at City sole discretion.

2.23 RESTROOMS

2.23.1 Restrooms shall be cleaned and sanitized once daily using cleaning and sanitizing agents recognized for use in public restrooms.

2.23.2 Maintenance shall include, but not limited to:

Sweeping and mopping floor, Cleaning and sanitizing basins, metal fixtures, urinals, toilets, and trash receptacles; Cleaning and polishing mirrors

2.23.3 Paper supplies shall be checked and restocked daily, or as needed.

2.23.4 Walls, ceilings, screens and windows shall be cleaned monthly, or as needed.

2.23.5 Leaky or malfunctioning fixtures shall be repaired/replaced immediately upon detection.

2.23.6 Lighting fixtures are to be checked daily with relamping of faulty fixtures provided as needed at time of detection.

2.23.7 Restroom floors which are wet for any reason, including mopping, shall be so marked with proper temporary signage.

2.24 CONSTRUCTION AND/OR REMODELING

Any and all changes in the physical characteristics of any portion of the courses or structures, such as: addition or removal of sand traps, trees, water hazards, native vegetation or other features shall require prior approval by the GSM.

3.0 EXTERIOR OF THE CLUBHOUSE, RESTROOM BUILDINGS, STRUCTURES AND GROUNDS

The City will be responsible for the repairs and maintenance of the building exteriors. The Tenant shall be responsible for the maintenance and repair of the Maintenance facility interior.

ATTACHMENT 2

City of Buellton
 Zaca Creek Golf Course
 Period: 6/1/12 - 2/28/14

cgc: 3 3 14

Monthly Rent: \$ 1,250

RENT		2013										2014											
Account Number	Description	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	TOTAL
001-346-4905-000	Rent	1,250	1,250	1,250	1,250	-	-	-	-	-	1,250	-	-	1,250		1,250	1,250	1,250	1,250	1,250	1,250	1,250	
TOTAL RENT REVENUE (Actual):		1,250	1,250	1,250	1,250	-	-	-	-	-	1,250	-	-	1,250	-	1,250	16,250						

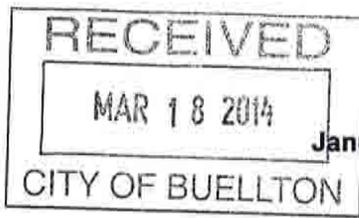
Expected Rent: 26,250
 Difference (delinquent): (10,000)

Monthly Utilities: Variable

UTILITIES		2013										2014											
Service ID	Description	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	TOTAL
7138932	Utilities	181	86	79	67	58	64	82	118	84	84	125	192	150	71	71	112	71	83	64	67	-	
TOTAL UTILITY REVENUE (Actual):		181	86	79	67	58	64	82	118	84	84	125	192	150	71	71	112	71	83	64	67	-	1,909

Expected Utility payment: 1,909
 Difference (delinquent): 0

8:19 PM
02/20/14
Cash Basis



Zaca Creek Golf Course
Profit & Loss
January 2012 through December 2013

2 year comparison
ATTACHMENT 3

	Jan - Dec 12	Jan - Dec 13	TOTAL
Ordinary Income/Expense			
Income			
Gift Certificates	80.00	0.00	80.00
GREEN FEES			
Cash Income	0.00	53,092.00	53,092.00
Check Income	0.00	4,279.40	4,279.40
Merchant Income	0.00	24,490.19	24,490.19
GREEN FEES - Other	72,627.31	35,965.47	108,592.78
Total GREEN FEES	72,627.31	117,827.06	190,454.37
St. Jude Charity Donations	888.14	1,685.55	2,573.69
Total Income	73,595.45	119,512.61	193,108.06
Cost of Goods Sold			
Food & Merchandise	6,735.14	9,391.61	16,126.75
Refunds	0.00	56.00	56.00
Total COGS	6,735.14	9,447.61	16,182.75
Gross Profit	66,860.31	110,065.00	176,925.31
Expense			
Advertising and Promotion	340.96	179.04	520.00
Automobile Expense	1,529.20	477.00	2,006.20
Bank Service Charges	413.49	209.22	622.71
Business Licenses and Permits	0.00	25.00	25.00
Charitable Contributions	830.64	2,449.05	3,279.69
Computer and Internet Expenses	0.00	150.00	150.00
Discount/Free Golf			
Short/loss	405.00	96.00	501.00
Discount/Free Golf - Other	20.00	0.00	20.00
Total Discount/Free Golf	425.00	96.00	521.00
Dues and Subscriptions	330.00	110.00	440.00
Equipment Purchased	0.00	9,100.00	9,100.00
Equipment Rental	0.00	179.43	179.43
Fuel/Diesel	8,870.68	9,450.27	18,320.95
General Labor	1,868.00	1,399.00	3,267.00
Insurance Expense			
Professional Liability	0.00	261.51	261.51
Insurance Expense - Other	198.08	940.19	1,138.27
Total Insurance Expense	198.08	1,201.70	1,399.78
Janitorial Expense	85.00	0.00	85.00
Lease Improvements	0.00	0.00	0.00
Merchant Fees	0.00	1,460.62	1,460.62
Miscellaneous Expense	0.00	1,500.00	1,500.00
Office Supplies	320.00	87.93	407.93
Parts & Supplies			
Chemicals/Spray	0.00	120.00	120.00
Golf supplies	0.00	5,117.75	5,117.75
Irrigation Parts	1,059.25	1,557.47	2,616.72
Material/Sand	2,900.49	2,101.74	5,002.23
Parts	2,835.34	2,904.84	5,740.18
Parts & Supplies - Other	470.17	2,219.66	2,689.83
Total Parts & Supplies	7,265.25	14,021.46	21,286.71
Personal			
Auto Insurance	0.00	93.90	93.90
Auto Repair/Maintenance-Persona	0.00	1,224.44	1,224.44
Child Expenses	0.00	121.20	121.20
Gas/Fuel Personal	0.00	983.53	983.53
Medical	0.00	347.28	347.28
Supplies Mike Personal	0.00	360.90	360.90
Travel & Entertainment	0.00	104.92	104.92
Total Personal	0.00	3,236.17	3,236.17

Zaca Creek Golf Course
Profit & Loss
January 2012 through December 2013

	Jan - Dec 12	Jan - Dec 13	TOTAL
Postage and Delivery	106.00	31.00	137.00
Printing and Reproduction	277.00	650.48	927.48
Professional Services			
Accounting CPA	0.00	395.00	395.00
Aeration of Greens Tees Fairway	3,000.00	3,000.00	6,000.00
Book Keeper	2,600.00	2,773.00	5,373.00
Front Desk Help	110.00	12.00	122.00
Luke Lindequist	22,077.00	3,945.00	26,022.00
Mack T	3,436.00	7,700.00	11,136.00
Mechanic	743.00	385.00	1,128.00
Mike Brown	12,673.16	24,690.00	36,363.16
Professional Services - Other	0.00	292.00	292.00
Total Professional Services	44,639.16	42,192.00	86,831.16
Rent Expense	5,000.00	8,750.00	13,750.00
Repairs and Maintenance			
City Owned Mower Repair	1,281.72	978.00	2,259.72
Repairs and Maintenance - Other	645.00	601.00	1,246.00
Total Repairs and Maintenance	1,926.72	1,579.00	3,505.72
Taxes			
Property Taxes	0.00	721.99	721.99
Taxes - Other	0.00	59.20	59.20
Total Taxes	0.00	781.19	781.19
Telephone Expense	600.00	1,495.00	2,095.00
Travel Expense			
Flights/Airfare	0.00	7.00	7.00
Hotel/Accomodations	191.91	0.00	191.91
Meals and Entertainment	1,337.57	1,581.52	2,919.09
Travel Expense - Other	152.20	243.00	395.20
Total Travel Expense	1,681.68	1,831.52	3,513.20
Utilities			
Cable/Internet	1,103.65	1,357.15	2,460.80
Electric/Gas	3,770.68	11,670.10	15,440.78
Trash	0.00	20.00	20.00
Water/Sewage	694.45	1,094.44	1,788.89
Total Utilities	5,568.78	14,141.69	19,710.47
Total Expense	82,275.64	116,783.77	199,059.41
Net Ordinary Income	-15,415.33	-6,718.77	-22,134.10
Net Income	-15,415.33	-6,718.77	-22,134.10

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 8

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: May 22, 2014

Subject: Authorization to Initiate Discussion regarding McMurray Road
Right-of-Way Acquisition

BACKGROUND

In 2006/2007, the City Council authorized the McMurray Road Widening and Traffic Signal Improvement Project. Several factors support the need for these improvements, including: identification of ultimate Right-of-Way in the Circulation Element of the General Plan, capacity issues and the need for traffic signal upgrade to accommodate stacking of left turn movements, and safety issues such as the accommodation of truck left-turn movements.

The project design includes a traffic signal upgrade, addition of left-turn phasing for both north and south legs of the intersection, restriping and lengthening of turn pockets for both north and south legs, widening of east side of north leg and relocation of signal pole, adjusting loop detectors, new curb, gutter and sidewalk and the relocation of miscellaneous signs, landscaping and appurtenant facilities of impacted business.

In January 2007, the City Council reviewed the widening analysis prepared by Garcia Architects and approved to move forward with the environmental investigations. This entails property from the gas station at the northeast corner of the McMurray Road/Highway 246 intersection. The following is a general timeline of historical events related to this project:

- *March 2007 – Preliminary appraisals prepared by Robert Tarvin.
- *June 2007 – Phase 1 Environmental Site Assessment Prepared.
- *July 2007 – Initiated permitting process with Caltrans.
- *October/December 2007 – Phase 2 Environmental Site Assessment Prepared (off-site)
- *February 2008 – Begin discussions with Thrifty Oil with a Request to Enter and Inspect.

*February /April 2011 – Phase 2 Environmental Site Assessment w/i 12’ area of interest performed/completed.

*September 2011 – Received appraisal prepared by Robert Tarvin.

*June 2012 – Caltrans ready to issue City Construction Permit. On hold until ROW acquired.

*2012 – Property Owners Change

*May 23, 2013 – Council voted to hold on any further work. The funds initially intended to acquire this property was from Redevelopment.

DISCUSSION

In previous years, there has been an uncertainty on the commencement of the Village Development. With the commercial portion underway, it is certain that widening of the north leg of McMurray Road (north of the gas station) will commence within the next year. The Village Specific Plan utilizes McMurray Road as the main source of ingress/egress for the developments. Widening of this leg would allow for the traffic signal improvements and make McMurray Road the more desirable choice to exit compared to Highway 246.

FISCAL IMPACT

The project has historically been funded through Redevelopment. The engineering design and permitting in 2011 through 2012 was funded through Gas Tax. The remaining estimated project costs are as follows:

*Construction/Construction Management	\$400,000
*Right-of-Way Acquisition (Legal Fees)	up to \$200,000 (if need to go to court)
*Right-of-Way Acquisition	unknown at this time

However, based on 2011 appraisal, this may be several hundred thousand dollars.

At this time, however, commencement of discussions with the new property owner will have minor costs associated. Project Number 092-307-6507 has been budgeted under Capital Improvements for FY 2013/14 for \$25,000 and will be carried over to FY 2014/15 to cover these initial costs.

RECOMMENDATION

Staff recommends that Council authorize the City Manager and City Attorney to initiate discussion of right-of-way acquisition for the McMurray Road Widening and Traffic Signal Improvement Project with the new property owners.

ATTACHMENT

Attachment 1 – Site Plan

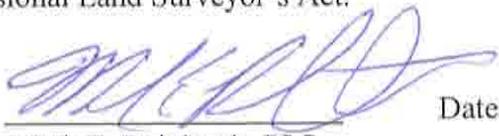
Exhibit A

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

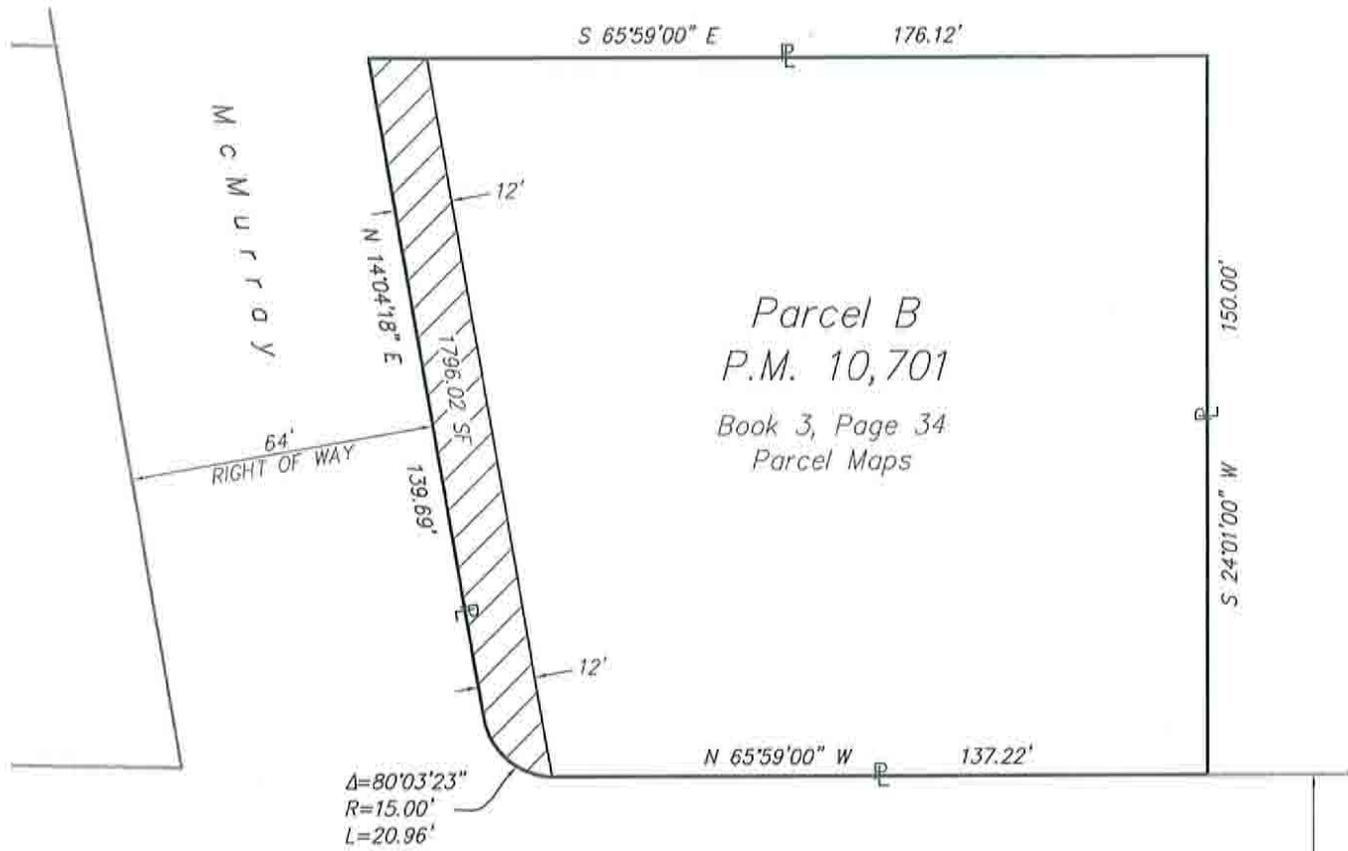
Said portion of land is described as follows:

The westerly 12.00 feet of said Parcel "B". The easterly boundary of the herein described portion of land is a straight line lying 12.00 feet easterly of the westerly boundary of said Parcel "B", as measured at right angles, and terminates in the northerly and southerly boundaries of said Parcel "B".

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature:  Date: 3-26-08
Mark E. Reinhardt, PLS





State Highway 246

95' RIGHT OF WAY

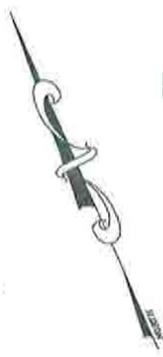
Rd.

EXHIBIT "B"
 DIAGRAM SHOWING THE PARCEL
 OF LAND DESCRIBED
 IN ATTACHED LEGAL DESCRIPTION
 (EXHIBIT "A")

GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft.



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CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 9

To: The Honorable Mayor and City Council

From: Carolyn Galloway-Cooper, Finance Director
Marc Bierdzinski, City Manager

Meeting Date: May 22, 2014

Subject: Resolution No. 14-10 – “A Resolution of the City Council of the City of Buellton, California, Adopting the Fiscal Year 2014-15 Budget”

BACKGROUND

After the Budget Study Session on May 8th, staff made changes based on recommendations from the City Council and further staff review. The final Fiscal Year 2014-15 Budget for the City of Buellton is submitted for adoption. Additions, changes and deletions may still be made at this meeting and will be reflected in the final printed budget.

The following information has been changed:

- 1) Capital Improvement Project (CIP) funding sources changed for Fundware/Utility billing software replacement. Funding is split between General Fund and Enterprise funds with 1/3 allocations for each. (Staff added page 16a to detail funding sources for CIPs).
- 2) Revised funding for Street and Road Maintenance projects from General Fund to Measure A. The Maintenance of Effort will be met under General Fund Engineering costs.
- 3) Increase in the allocation for Liability Insurance (through JPIA) based on an increase in actual cost (split General Fund (80%); Enterprise Funds (20%).
- 4) Revised estimate for Sales Tax and Sales Tax compensation (General Fund).
- 5) Added the line item in General Fund for “Developer Reimbursements for Planning Costs”.
- 6) Added CIP funding in General fund for Paws Park and Industrial Way Street Lights.
- 7) Redirected Storm Drain retrofit from Non-Departmental to Storm Water (both General Fund).

FISCAL IMPACT

The final fiscal impact reflects all funds have sufficient revenue or reserves to meet budgeted expenditures. Council will be updated quarterly on changes in fiscal impacts.

RECOMMENDATION

That the City Council adopt Resolution No. 14-10 - “A Resolution of the City Council of the City of Buellton, California, Adopting the Fiscal Year 2014-15 Budget”

ATTACHMENTS

Resolution No. 14-10
Attachment 1 – Fiscal Year 2014-15 City Budget

RESOLUTION NO. 14-10

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BUELLTON, CALIFORNIA,
ADOPTING THE FISCAL YEAR 2014-15 BUDGET**

**I. THE CITY COUNCIL OF THE CITY OF BUELLTON DOES HEREBY FIND
AND DETERMINE AS FOLLOWS:**

- A. City staff has presented a budget to the City Council which recognizes those known sources of City income and the expenses anticipated during Fiscal Year 2014-15.
- B. The City Council has reviewed and studied the Preliminary Budget for Fiscal Year 2014-15.

**II. NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUELLTON
DOES HEREBY RESOLVE AS FOLLOWS:**

- A. The City Council hereby adopts the final Fiscal Year 2014-15 Budget for the City of Buellton in those amounts which are hereby appropriated for the purposes as described therein.
- B. That a true and correct copy of the final Fiscal Year 2014-15 Budget will be on file in the Office of the City Clerk.
- C. That the City Manager can approve budget transfers within funds, providing it has no impact on fund balance and the Council can amend this Budget at any time. In addition, the City Council will review the Budget quarterly and mid-year at the second meeting in January 2015.
- D. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 22nd day of May, 2014.

John Connolly
Mayor

ATTEST:

Linda Reid
City Clerk



**City of Buellton
Fiscal Year 2014-15**

Adopted Budget

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City of Buellton
City Council Members/City Manager
Fiscal Year 2014-2015

John Connolly, Mayor

Leo Elovitz, Vice Mayor

Ed Andrisek, Council Member

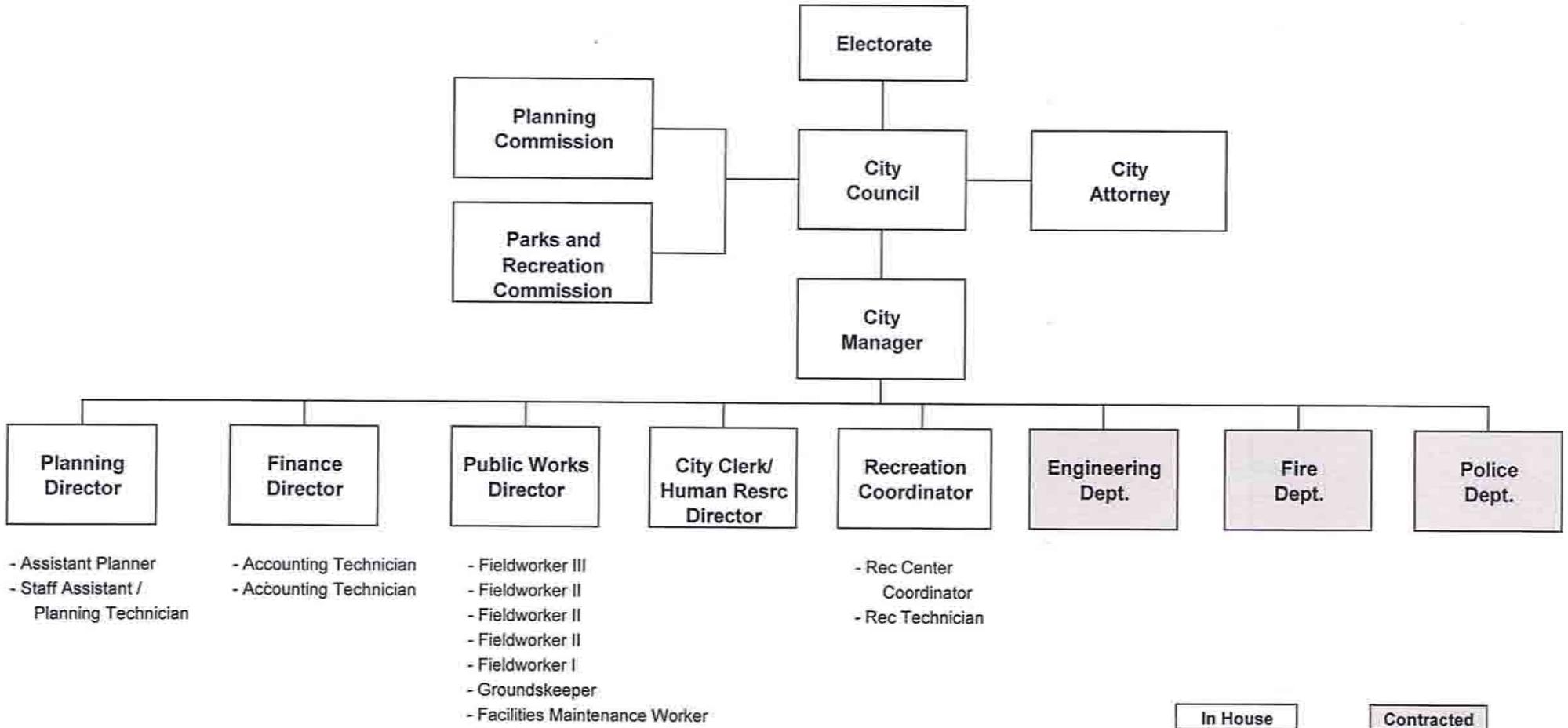
Judith Dale, Council Member

Holly Sierra, Council Member

Marc Bierdzinski, City Manager

CITY OF BUELLTON

Organizational Chart



BUDGET MESSAGE

May 22, 2014

To: Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager

INTRODUCTION

On behalf of the entire City staff it is an honor to present the City of Buellton Municipal Budget for fiscal year 2014-15 to the City Council for approval. After a Budget Study Session that included Council recommendations, budget priorities, capital improvement goals and other important Council objectives, staff submits a financial plan that achieves a structural balance in the City's budget.

The budget maintains essential services that deliver efficiency to our residents and community. It identifies and funds vital services and enables the implementation of major City goals while reinvesting in the infrastructure of the community. It implements objectives determined by Council and provides successful long-term planning efforts that foster financial sustainability. This includes the following key components:

- 1) Using consistent resources available on an ongoing basis while delivering essential services;
- 2) Reinvesting in the Capital Improvement Plan;
- 3) Maintain General Fund and other operating fund balances within policy reserve levels;
- 4) Continuing to focus on delivering essential services with local tax dollars;
- 5) Prioritizing the importance of Recreation, Library services and other community based programs;
- 6) Awareness of Council's vision for the City of Buellton and refining actions to carry out the vision for the future.

The City's revenues are showing a steady increase, including sales tax and Transient Occupancy Tax (TOT). Growth rates are expected to be gradual as with the overall economy. The City's efforts to control costs have been successful and will continue. Prudent spending and financial management allow the City to consistently keep expenditures under budget in both operational and staffing categories.

BUDGET MESSAGE

The City's budget carries out Council's objectives and continues to move along the path of financial stability by investing in its future. The Capital Improvement Plan includes new investments and important reinvestments in critical infrastructure projects. For example, after more than ten years, replacement of financial management/utility billing software will enhance technology systems and enable financial flow of information and reporting. In addition, projects will improve facilities, storm drains, sidewalks and roadways. The Paws Park ground improvement will reduce dangerous foxtails while planting grass and other enhancements. Important road widening at McMurray will add road space to improve traffic flow. Reinvestment in the City's vehicle fleet will replace and improve necessary travel for public works staff while spreading costs over departmental budgets.

It is important to note that all the funds that are being allocated will be spent or will be rolled forward for specific projects in future years. Water and Sewer projects include Reservoirs 1 & 2 improvements and facilities improvements for Water and Wastewater Treatment Plants.

Capital Improvements are explained in detail later but a summary below shows CIP funding as follows:

1) General Fund -	\$241,000
2) Sewer Fund -	\$150,000
3) Water Fund -	\$910,000
4) Measure A -	\$777,397
5) Gas Tax -	\$714,000

The City Budget maintains a General Fund reserve in substantial excess of the suggested minimum of 25%. The City's General Fund reserve is more than 50% or about six months operating reserve. These operating reserves are essential against unexpected economic emergencies or natural disaster. As Council is aware, the City's General Fund includes the restricted amount of \$6.2 million in addition to approximately \$3 million in unrestricted reserves. Although the City is suing the State over the \$6.2 million, conservative financial management requires that we restrict these monies as unavailable to the City in computing fund balance reserves for the budget.

Revenue and Expenditures:

1. Currently, no General Fund reserves will be used.
2. The Planning Director position is fully funded in the proposed budget, albeit at Step C and not Step E to free up additional monies. If the Planning Director remains unfilled or a portion of the expenditure is spent as a result of a part-time position, it will improve the reserve position of the General Fund.
3. Conservative estimates based on information from prior year and other external data have been used in projecting revenue.

4. A new Cost Allocation Plan (CAP) has been established for interfund transfers out (expenditures) to the General Fund (Revenue) from Special Revenue funds, i.e., Measure A, Gas Tax, Water and Sewer. These costs relate to General Fund work performed on CIPs and service duties such as water/sewer administrative operations. They include charges for work performed related to these categories. Also, staff continues to perform work for the Successor Agency and this cost allowance transfer is included in the table. The total amount transferred is calculated each year and brought before Council for approval along with the budget.

BUDGET OVERVIEW

The chart below shows that the 2014-15 budget for all funds compared to prior year totals increased overall. City-wide expenditures exceed the prior year by about \$600,000. Capital Improvement Projects exceed prior year budget by about \$500,000. A discussion will follow highlighting the causes for the changes.

Description	Fiscal Year 2014-15	Fiscal Year 2013-14	Increase / (Decrease)
City Wide Budget (Expenditures)	\$12,144,155	\$11,543,497	\$600,658
Capital Improvement Budget (CIP)	\$ 2,792,397	\$2,262,089	\$530,308

General Fund Highlights

In the prior year, staff began submitting quarterly reports to Council. The City budget is reviewed at the four periods during the year. This approach provides a method of finding budget gaps and making necessary adjustments on a regular basis. As a result, a sustainable strategy was developed to guide budgeting efforts. This strategy allows Council to control costs, while identifying financial requirements and budget adjustments prior to the close of the fiscal year. The 2014-15 budget identifies ongoing revenue sources and seeks to reduce operating costs.

General Fund Reserves – General Fund cash reserves are at over \$3 Million and revenues exceed expenditures in the 2014-15 budget by approximately \$20,000. It is not necessary to use reserves as a result of this surplus. The General Fund budget overall is lower than prior year by almost \$200,000. The Capital Improvements Projects (CIPs) will be discussed in detail below but CIP projects include accounting software replacement, storm drain cleaning and retrofit, facilities maintenance and painting, road maintenance, McMurray Road Widening and North Avenue of the Flags (possible grant funds may be received for the last two projects).

General Fund Detail:

Non-Departmental:

- ✓ Includes donations to the Senior Center, Foodbank, People Helping People and SYV Fruit and Vegetable Rescue. The Historical Society is funded under a sub-category within this fund. Capital Improvement funding is recorded here for the General Fund with the exception of Storm Drains retrofit. Maintenance of Effort (MOE) for Measure A is satisfied through matching funds and other engineering costs. Operating costs (fund 027 and 029) were also funded. The cost of liability insurance through JPIA amounted to approximately \$136,000 with most of the cost paid through the General Fund (a percentage is paid by the Enterprise funds).

Finance:

- ✓ A part-time temporary Accounting Technician is added to Finance Department staff to assist in all operations. The department experienced an overall decrease in expenditures of about \$45,000 although staffing is increased.

Police and Fire:

- ✓ An overall increase in operations of about \$20,000 with no change in service.

Library:

- ✓ A 5% rise in operating costs with an increase a little under \$5,000.

Public Works-Engineering/General

- ✓ Various CIPs caused an increase in contract services. CIPs include Buellton Town Center, Road Maintenance and Facilities Maintenance Painting. MOE for Measure A is recorded in this fund as well as Non-Departmental. Vehicle replacement in 2014-15 as part of fleet rotation and maintenance plan (to be split with other funds). The overall increase is about \$140,000.

Planning/Community Development

- ✓ The Planning Director is funded within the budget although currently remains unfilled. The overall budget did not change from the prior year budget. Funds from salaries will be transferred to contract services on an as-needed basis to fund the approved contract Planner position,

Parks and Landscape Maintenance

- ✓ Continued maintenance of Riverview, Oak, Paws Parks and Ave of the Flags is performed. Equipment will be part of the 2014-15 planned purchases. Landscape maintenance costs are expected to decrease. The overall budgets decreased by almost \$50,000 (Parks: about \$20,000 and Landscape Maintenance: about \$30,000).

The chart below summarizes revenues and expenditures to show a reserve exists in the General Fund.

Summary – General Fund Revenues versus Expenditures

	2014-15
General Fund Revenues	\$6,160,441
General Fund Expenditures	6,141,114
	<hr/>
Excess Revenues:	\$19,327
	<hr/>

There is a net surplus and no need to transfer from reserves

Enterprise Fund Highlights

The Enterprise Funds plan to initiate plant improvements but operating costs and trends will be thoroughly reviewed in 2014-15. The budget includes a rate study and revenue projections are strongly conservative. Planning efforts provide a prioritized approach to infrastructure improvements and expansion. Capital Improvements expenditures in the Enterprise funds total \$1,120,000. The State Water payment is \$1,040,000 this fiscal year.

- Sewer Fund Reserves – Current sewer fund cash reserves will be used to cover the sewer fund operating expenditures including CIPs. A vehicle purchase as part of a fleet rotation plan (cost split with Water and General Fund) is budgeted. Although we have raised the sewer rates with the ultimate goal of making the fund self-sufficient, a continued effort such as a rate study will assist in reversing the deficit.
- Water Fund Reserves – Current water fund cash reserves will be used to cover the expenditures for CIPs and vehicle purchase. Sufficient revenue to cover operating expenditures exists because of reductions in salary expenditures for Finance Department services. A rate study will assist in maintaining this trend.

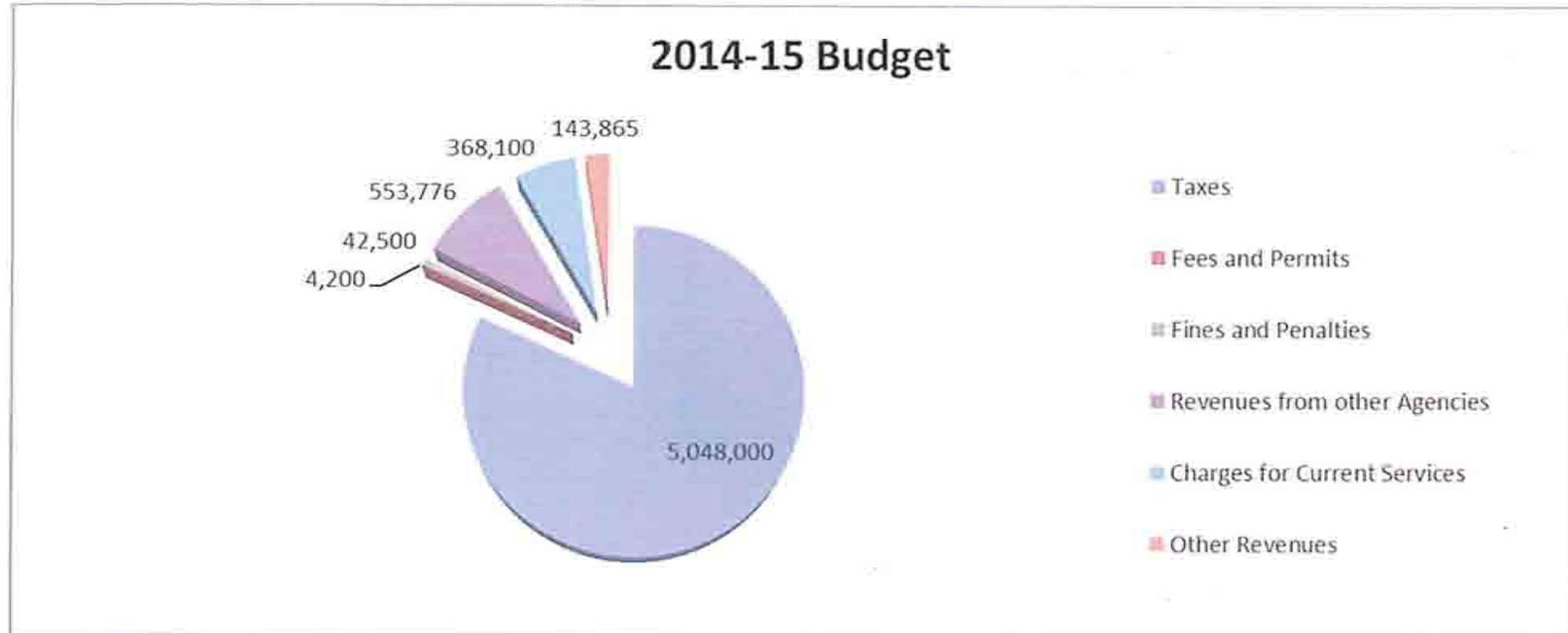
Special Revenue Fund Highlights

- Special Fund Reserves – CIPs are the major category for expenditures. Special funds include Measure A, Transportation Development Act (TDA) and Gas Tax. TDA funds are used to record expenditures for transportation costs throughout the City. For example, the Breeze, Lompoc Wine Country Express and Dial-a-Ride serve the transportation needs of the City. The General Fund will execute interfund transfers out to the TDA fund to cover these operating costs. The revenue received from TDA is redirected to the City of Solvang for transit except for a portion which amounts to just over \$3,000 per year. The last two years of revenue received has been maintained in the fund to assist with future Bike and Pedestrian projects such as walking trails.

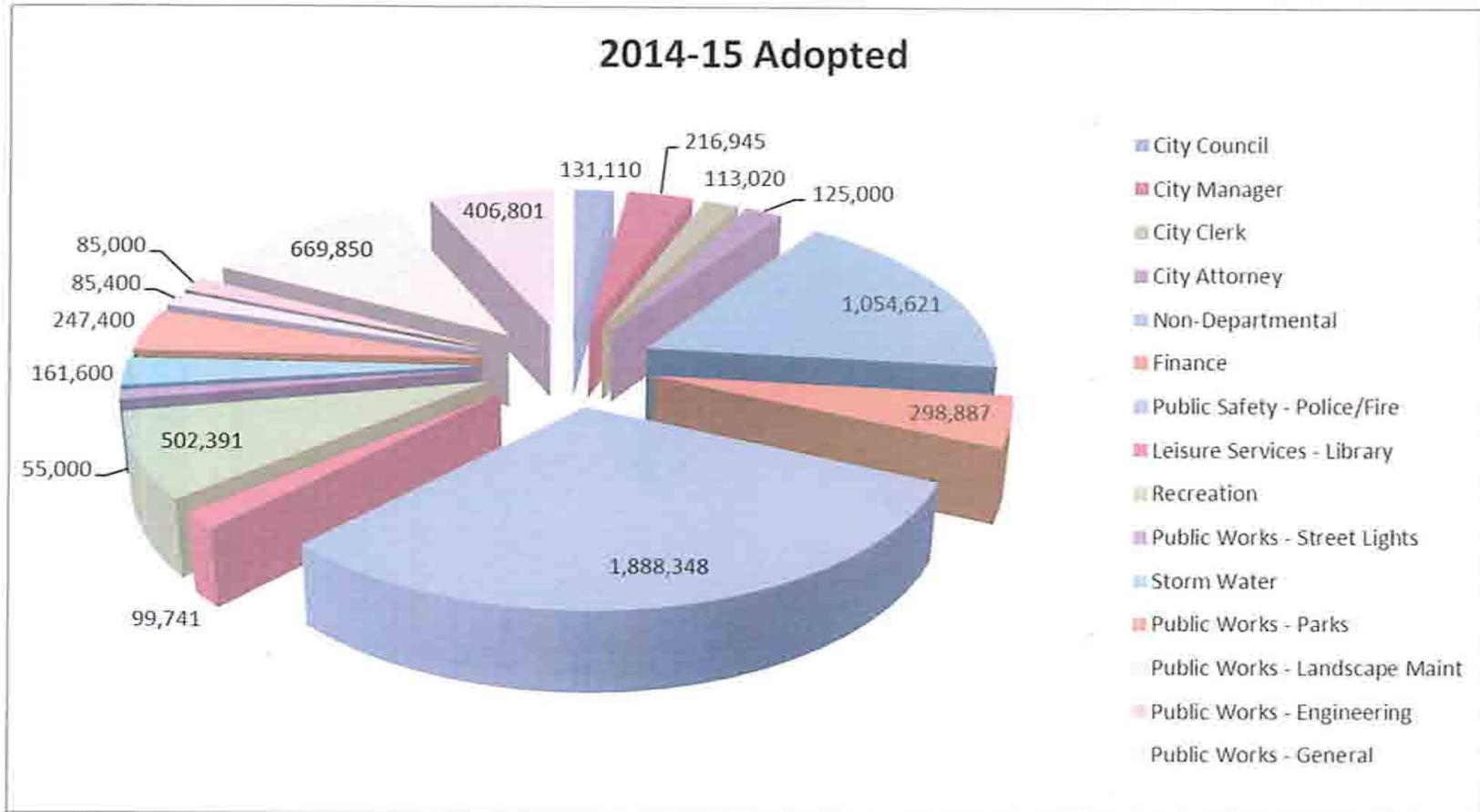
CONCLUSION

The Charts below and on the following show the top five revenues and where the money will be spent in the General Fund during fiscal year 2014-15. Although the City operates in an economic environment with strong TOT and Sales Tax revenue, the goal each year is to maintain long-term and short-term fiscal health through conservative and prudent financial decisions. This effort is intended to be undertaken while planning future revenues against expenditures. The top five revenues include Sales Tax, TOT, Property Tax, Motor Vehicle License fees and Franchise Fees. The City operates within the budget constraints and will continue to stay on a course of action that reflects watchful fiscal actions now and in the future.

TOP FIVE REVENUES COMPARED TO TOTAL REVENUES



GENERAL FUND DEPARTMENT EXPENDITURES



BUDGET SUMMARIES

CITY OF BUELLTON, CALIFORNIA
 Budget at a Glance - Operating / CIP Budgets
 For Fiscal Year Beginning 7/1/14 and Ending 6/30/15

Analysis of Fund Balances: Estimated for 2014-15

Fund No.	Description	Est. 6/30/14 Fund Equity		FY 2014-15 Revenue	FY 2014-15 Expenditures	FY 2014-15 Transfers In	FY 2014-15 Transfers Out	Est. 6/30/15 Fund Equity
1	General Fund	3,200,000	(1)	5,960,441	5,729,014	200,000	412,100	(2) 3,219,327
5	Sewer Fund	1,800,000		710,950	1,046,815	-	180,000	(3) 1,284,135
20	Water Fund	1,975,000		1,573,000	1,993,729	-	940,000	(4) 614,271
23	Housing Fees Fund	650,000		5,000	3,000	-	-	652,000
24	Traffic Mitigation Fund	(158,000)		25	-	-	-	(157,975)
25	Gas Tax Fund	950,000		199,267	117,000	-	744,000	288,267
27	Local Transportation Fund	3,300		3,868	126,100	126,100	-	7,168
29	Transportation Planning Fund	-		25,000	45,000	45,000	-	25,000
31	Measure A Fund	550,000		323,247	-	-	807,397	65,850
51	Successor Agency Fund	(1,470,000)		-	-	-	-	(5) (1,470,000)
52	Successor Agency Debt Service Fund	19,500		-	-	-	-	19,500
53	Successor Agency Low mod Housing Fund	750		-	-	-	-	750
75	Trust and Agency Fund	138,000	(6)	-	-	-	-	138,000
92	City-wide CIP Fund	-		-	-	2,792,397	2,792,397	-
TOTAL FUND BALANCE "ESTIMATED AVAILABLE":		7,658,550		8,800,798	9,060,658	3,163,497	5,875,894	4,686,293

Notes:

- (1) The \$3,200,000 in the General Fund excludes \$6.3 Million pending RDA litigation resulting from the dissolution. If the City prevails, fund balance will be over \$9 Million.
- (2) General Fund Transfer Out includes:
- | | | |
|--|-----------------------|--|
| CIP (From: Non Departmental and Storm Water) | 241,000 | (transferred to fund 92) |
| Operating (From: Non Departmental) | <u>171,100</u> | (transferred to LTF (fund 27) and Transportation Planning (fund 29)) |
| TOTAL: | <u><u>412,100</u></u> | |
- (3) Municipal utility rate study is planned in 2014-15.
- (4) State water rate coverage calculation for 2014-15 is expected to be met.
- (5) Amount to be requested from Department of Finance by the Successor Agency to pay for General Fund costs of winding down the dissolved Redevelopment Agency (\$80,000).
- (6) Trust and Agency Fund equity is not really equity, it is shown to reflect the cash balance of this fiduciary fund.

REVENUE PROJECTIONS

REVENUE PROJECTIONS
Fiscal Year 2014-15

Account Number	Description	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimated	2013-14 Budget	2014-15 Proposed
GENERAL FUND							
TAXES							
001-301-4001-000	Property Taxes - Secured	890,325	891,993	1,403,921	1,118,000	1,118,000	1,120,000
001-302-4002-000	Property Taxes - Unsecured	42,981	38,069	43,381	41,000	41,000	41,000
001-309-4007-000	Homeowners Exemption	7,523	7,701	7,217	7,000	7,000	7,000
001-310-4101-000	Franchise Fees	131,659	209,220	207,922	210,000	210,000	210,000
001-311-4102-000	Sales & Use Tax	1,109,051	1,149,460	1,303,067	1,418,000	1,300,000	1,500,000
001-311-4115-000	Sales Tax Compensation	304,998	403,292	441,018	451,000	445,000	550,000
001-312-4103-000	Transient Occupancy Tax	1,164,409	1,193,216	1,344,904	1,500,000	1,500,000	1,600,000
001-321-4106-000	Property Transfer Tax	16,143	15,703	15,333	14,000	14,000	20,000
	TOTAL:	3,667,089	3,908,655	4,766,763	4,759,000	4,635,000	5,048,000
FEES & PERMITS							
001-325-4301-000	Park Quimby Act Fees	66,190	20,684	0	0	0	0
001-357-4802-000	Zoning Clearance	1,440	1,080	1,530	1,000	1,000	1,200
001-378-4205-000	Engineering Fees	6,640	3,628	1,587	3,000	3,000	3,000
	TOTAL:	74,270	25,392	3,117	4,000	4,000	4,200
FINES & PENALTIES							
001-340-4401-000	Criminal Fines and Penalties	34,980	45,077	45,349	40,000	40,000	40,000
001-342-4402-000	Fines & Fees	9,829	3,265	2,322	3,000	2,500	2,500
	TOTAL:	44,809	48,342	47,671	43,000	42,500	42,500
USE OF MONEY & PROPERTY							
001-345-4904-000	Interest Income	61,254	69,627	91,063	75,000	75,000	75,000
001-346-4905-000	Rent	59,850	62,568	60,115	68,865	68,865	68,865
	TOTAL:	121,104	132,195	151,178	143,865	143,865	143,865
GENERAL FUND							
REVENUES FROM OTHER AGENCIES							
001-322-4107-000	Motor Vehicle In-Lieu	13,971	21,917	2,501	2,400	2,400	2,400
001-322-4116-000	MV License Fee Compensation	366,110	366,193	363,524	363,000	363,000	363,000
001-333-4508-000	COPS	100,000	100,000	100,000	100,000	100,000	100,000
001-333-4506-000	CA Indian Gaming Grant	0	165,000	83,376	83,376	75,000	83,376
001-333-4510-000	CA Bikeways and Trails Grant	0	48,061	0	0	0	0
001-365-4907-000	CalTrans STIP Funding	0	0	0	0	0	0
001-376-4908-000	CA Proposition 1B Funding	0	0	40,629	89,000	89,000	5,000
	TOTAL:	480,081	701,171	590,030	637,776	629,400	553,776

REVENUE PROJECTIONS
Fiscal Year 2014-15

Account Number	Description	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimated	2013-14 Budget	2014-15 Proposed
CHARGES FOR CURRENT SERVICES							
001-320-5801-000	Buelltton Recreation Program	75,897	100,313	90,691	85,000	85,000	85,000
001-320-5801-001	Recreation Program 50/50	808	17,528	37,271	25,000	25,000	25,000
001-320-5802-000	Buelltton Recreation Program-Trips	27,817	21,373	32,395	33,000	20,000	35,000
001-325-5814-000	Park Reservation Fees	4,990	3,650	5,360	5,000	3,500	3,500
001-348-4403-000	Special Event Fees	865	645	1,490	910	1,000	1,000
001-390-4917-000	Miscellaneous	59,103	18,032	88,496	5,000	6,600	6,600
001-390-4918-000	Developer Reimb for Planning cost	0	0	0	0	7,000	12,000
001-393-4925-000	Transfer in from Other Funds	0	0	10,928	144,000	144,000	200,000
	TOTAL:	169,480	161,541	266,631	297,910	292,100	368,100

GENERAL FUND REVENUE	4,556,833	4,977,296	5,825,390	5,885,551	5,746,865	6,160,441
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SPECIAL REVENUE FUNDS

WASTEWATER ENTERPRISE FUND

005-345-4904-000	Interest	21,857	12,472	5,792	5,000	5,000	6,000
005-350-4602-000	Sewer Revenue	569,344	572,545	642,280	610,000	610,000	700,000
005-354-4605-000	Connection Fees	36,520	36,975	0	0	5,000	0
005-355-4606-000	Setup Fees	1,095	915	820	750	500	900
005-358-4607-000	Late Charges	4,312	4,413	4,935	4,500	4,000	4,000
005-390-4917-000	Miscellaneous	2,928	56	1,668	0	50	50
	TOTAL:	636,056	627,376	655,495	620,250	624,550	710,950

WATER ENTERPRISE FUND

020-345-4904-000	Interest	18,062	11,300	5,610	4,500	4,000	5,000
020-349-4601-000	Bulk Water	11,567	10,787	4,006	4,000	4,000	4,000
020-350-4602-000	Water Sales	1,456,364	1,376,863	1,441,307	1,400,000	1,400,000	1,550,000
020-351-4603-000	Water Service Installation	1,450	1,515	0	0	500	500
020-354-4605-000	Connection Fees	19,240	41,600	0	0	5,000	0
020-355-4606-000	Setup Fees	1,095	915	825	500	600	900
020-358-4607-000	Late Charges	11,885	11,277	11,948	7,927	10,000	10,000
020-359-4608-000	Reinstatement Fee	2,778	3,189	2,272	1,710	2,100	2,100
020-389-4810-000	Infrastructure Contributions	53,200	36,000	36,380	0	0	0
020-390-4917-000	Miscellaneous	3,700	860	2,382	1,356	500	500
	TOTAL:	1,579,341	1,494,307	1,504,730	1,419,993	1,426,700	1,573,000

HOUSING FUND

023-345-4904-000	Interest	7,711	7,165	6,792	5,000	5,000	5,000
023-388-4915-000	Housing Fees	42,818	160,854	0	0	0	0
	TOTAL:	50,529	168,019	6,792	5,000	5,000	5,000

SPECIAL REVENUE FUNDS

TRAFFIC MITIGATION FUND

024-345-4904-000	Interest	0	25	49	25	25	25
024-384-4914-000	Traffic Mitigation Fees	12,807	17,856	5,200	0	0	0
	TOTAL:	12,807	17,881	5,249	25	25	25

REVENUE PROJECTIONS
Fiscal Year 2014-15

Account Number	Description	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimated	2013-14 Budget	2014-15 Proposed
<u>GAS TAX FUND</u>							
025-345-4904-000	Interest	9,613	6,344	2,630	2,000	2,000	2,000
025-376-4908-000	Surface Transportation Program	67,089	74,841	71,153	70,000	70,000	55,000
025-379-4909-000	Traffic Congestion Relief	43,097	0	0	0	0	0
025-380-4108-000	2105 Funds	23,593	24,859	19,424	22,788	22,788	23,520
025-380-4109-000	2106 Funds	17,260	17,944	16,182	19,906	19,906	23,105
025-380-4110-000	2107 Funds	31,409	33,182	32,215	33,027	33,027	28,903
025-380-4111-000	2107.5 Funds	0	1,000	0	1,000	1,000	1,000
025-380-4113-000	Prop 42 Replcmt/Sec 2103	0	38,645	40,998	69,043	69,043	65,739
025-383-4913-000	CalTrans Street Sweeping	0	0	0	0	0	0
	TOTAL:	192,061	196,815	182,602	217,764	217,764	199,267
<u>MEASURE D</u>							
026-345-4904-000	Interest	1,000	555	0	0	0	0
026-382-4113-000	Measure D	397,839	27	0	0	0	0
	TOTAL:	398,839	582	0	0	0	0
<u>LOCAL TRANSPORTATION FUND</u>							
027-345-4904-000	Interest	1,689	920	154	150	200	150
027-381-4910-000	SB 325 (LTF/TDA) - Bikeways	2,749	2,669	16,424	3,718	3,718	3,718
027-381-4911-000	SB 325 (LTF/TDA) - Roads	199	0	0	8,000	0	0
027-381-4913-000	SYVT Dial-A-Ride Subsidy	0	0	0	0	0	0
027-398-4923-000	Transfer from General Fund	0	0	0	80,000	80,000	126,100
	TOTAL:	4,637	3,589	16,578	91,868	83,918	129,968
<u>SPECIAL REVENUE FUNDS</u>							
<u>TRANSPORTATION PLANNING</u>							
029-345-4904-000	Interest	0	6	0	0	0	0
029-381-4912-000	STA Funding	0	25,160	27,071	3,644	25,000	25,000
029-398-4923-000	Transfer from General Fund	0	0	0	32,000	32,000	45,000
	TOTAL:	0	25,165	27,071	35,644	57,000	70,000
<u>MEASURE A</u>							
031-345-4904-000	Interest	0	333	793	350	350	350
031-382-4113-000	Measure A	0	280,710	472,235	326,250	326,250	322,897
	TOTAL:	0	281,043	473,028	326,600	326,600	323,247
TOTAL SPECIAL REVENUES		2,874,270	2,814,778	2,871,545	2,717,144	2,741,557	3,011,457
TOTAL GENERAL FUND		4,556,833	4,977,296	5,825,390	5,885,551	5,746,865	6,160,441
TOTAL REVENUES		7,431,103	7,792,074	8,696,935	8,602,695	8,488,422	9,171,898



COST ALLOCATION PLAN

General Fund Internal Service Dept	FUNDS								FY: 2014-15			
	Measure A	%	Gas Tax	%	Water	%	Wastewater	%	Successor Agency	%	General Fund Budget	Total %
Finance	4,483	3.5%	4,483	1.5%	5,978	2.0%	2,989	1.0%			298,887	100.0%
City Manager	3,254	1.5%	3,254	1.5%	5,424	2.5%	2,169	1.0%			216,945	100.0%
City Clerk	2,260	2.0%	565	0.5%	2,260	2.0%	1,130	1.0%			113,020	100.0%
City Attorney	2,500	2.0%	1,250	1.0%	1,875	1.5%	1,250	1.0%			125,000	100.0%
Community Development/Planning	4,068	1.0%	4,068	1.0%	4,475	1.1%	4,475	1.1%			406,801	100.0%
Public Works:												
Street Lights	-		3,525	2.5%	-		-		-		55,000	100.0%
Storm Water	-		-		3,525	2.5%	3,525	2.5%	-		141,000	100.0%
Parks	-		-		-		-		-		238,800	100.0%
Landscape Maintenance	-		2,860	2.5%	-		-		-		114,400	100.0%
Engineering	1,920	3.0%	1,920	3.0%	3,200	5.0%	3,200	5.0%	-		64,000	100.0%
General	14,513	2.8%	14,777	2.8%	26,388	5.0%	26,388	5.0%	-		527,762	100.0%
TOTAL ALLOCATION TO GENERAL FUND	32,999		36,703		53,125		45,126		80,000		247,953	
PER 2014-15 Budget:	30,000		30,000		30,000		30,000		80,000		200,000	

Explanation of allocation to General Fund:
 Allocation is based on amount of staff time spent for "service" to funds: Measure A; Gas Tax; Water and Wastewater. Successor Agency is approved by DOF. General fund departments are listed in first column.



CAPITAL IMPROVEMENT PROJECTS (CIP)

CITY OF BUELLTON, CALIFORNIA
 Budget at a Glance - Operating / CIP Budgets
 For Fiscal Year Beginning 7/1/14 and Ending 6/30/15

Capital Improvement Projects (CIP)

Dept No.	Description of Department	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Actual	First Year for CIP	FY 2014-15 Adopted
						FY 2013-14 Budget	
092-101	Storm Drain cleaning and Retrofit					15,000	20,000
092-201	Facilities Maintenance and Painting (13/14)					10,000	10,000
092-202	Buellton Town Center Driveway (13/14)					114,000	114,000
092-203	Fundware Accounting and CUSI Utility Billing Software Replacement					100,000	150,000
092-204	Paws Park Grass (General Fund)					-	61,000
092-301	Road Maintenance (12/13)					474,989	-
092-302	Road Maintenance (FY 13/14)					635,600	625,600
092-303	Bus Shelter Improvement Project					5,000	-
092-304	Wayfinding Sign Project					68,500	-
092-306	Phase III Hwy 246/Sycamore Ped Xing					25,000	100,000
092-307	McMurray Road Widening / TS (13/14)					25,000	25,000
092-308	No. Ave of the Flags prk and Ride					15,000	15,000
092-309	Prop 1B Project					84,000	-
092-310	Road Maintenance (FY 14/15)					-	611,797
092-311	Industrial Way Street Lights (General Fund)					-	100,000
092-312	Highway 246 Sidewalk (Gas Tax)					-	TBD
092-602	Reservoirs 1 & 2 (FY 13/14)					200,000	700,000
092-603	WTP Facilities Improvement (13/14)					100,000	160,000
092-604	WTP and Pump Booster Reliability Project					60,000	-
092-702	Sewer Collection System Clean (CCTV Project					30,000	-
092-703	WWTP & Lift Station Security Project					50,000	-
092-704	Sewer Line Replacement Project					100,000	-
092-705	Headworks Improvement (FY 12/13) Project					150,000	-
092-706	WWTP Facilities Improvements					-	100,000
	TOTAL CAPITAL IMPROVEMENT PROGRAM:					2,262,089	2,792,397

Fund Balance Analysis - CIP Funding Sources

Fund Number		Est. 6/30/14 Fund Equity	FY 2014-15 Revenue	FY 2014-15 Expenditures	FY 2014-15 CIP Funding	Est. 6/30/15 Fund Equity
001	Transfer In from General Fund	3,200,000	6,160,441	(5,977,014)	(241,000)	3,142,427
005	Transfer In from Sewer Fund	1,800,000	710,950	(1,066,815)	(150,000)	1,294,135
020	Transfer In from Water Fund	1,975,000	1,573,000	(2,013,729)	(910,000)	624,271
031	Transfer In from Measure A	550,000	323,247	(30,000)	(777,397)	65,850
025	Transfer In from Gas Tax Fund	950,000	199,267	(233,000)	(714,000)	202,267
	TOTAL TRANSFERS IN FUNDING FROM ALL FUNDS	8,475,000	8,966,905	(9,320,558)	(2,792,397)	5,328,950

City of Buellton
 CIP Funding Sources
 Budget: 2014-15

Project Number	Capital Projects - active in 2014-15	Funding Sources						TOTAL
		General Fund	Gas Tax	LTF	MA	Water	WW	
092-101	Storm Drain cleaning and Retrofit	20,000						20,000
092-201	Facilities Maintenance and Painting (13/14)	10,000						10,000
092-202	Buellton Town Center Driveway (13/14)	-	114,000					114,000
092-203	Fundware Accounting and CUSI Utility Billing Software Repl	50,000				50,000	50,000	150,000
092-204	Paws Park Improvements	61,000						61,000
092-302	Road Maintenance (FY 13/14)	-	275,000		350,600			625,600
092-305	WWTP Facilities Improvements	-					100,000	100,000
092-306	Phase III Hwy 246/Sycamore Ped Xing	-			100,000			100,000
092-307	McMurray Road Widening / TS		25,000					25,000
092-308	No. Ave of the Flags prk and Ride	-			15,000			15,000
092-310	Road Maintenance (FY 14/15)	-	300,000		311,797			611,797
092-312	Industrial Way Street Lights	100,000						100,000
092-602	Reservoirs 1 & 2 (FY 12/13)					700,000		700,000
092-603	WTP Facilities Improvement					160,000		160,000
	Transfer to CIP fund 92:	241,000	714,000	-	777,397	910,000	150,000	2,792,397

EXPENDITURE PROJECTIONS

City of Buellton, California
Budget at a Glance - Operating and Special Funds
Summary of Changes in 2014-15 Expenditures Compared to Prior Year

Dept No.	<u>General Fund</u>	<u>2013-14 Budget</u>	<u>2014-15 Adopted</u>	<u>Change From FY 2013-14 Budget</u>	<u>Percent Increase/ Decrease</u>
001	401 City Council	136,103	131,110	(4,993)	-4%
001	402 City Manager	207,575	216,945	9,370	5%
001	403 City Clerk	109,613	113,020	3,407	3%
001	404 City Attorney	175,000	125,000	(50,000)	-29%
001	410 Non-Departmental	1,302,181	1,054,621	(247,560)	-19%
001	420 Finance	343,640	298,887	(44,753)	-13%
001	501 Public Safety - Police/Fire	1,868,453	1,888,348	19,895	1%
001	510 Leisure Services - Library	95,378	99,741	4,363	5%
001	511 Recreation	506,108	502,391	(3,717)	-1%
001	550 Public Works - Street Lights	55,000	55,000	-	0%
001	551 Storm Water	156,000	161,600	5,600	4%
001	552 Public Works - Parks	266,800	247,400	(19,400)	-7%
001	556 Public Works - Landscape Maint	114,400	85,400	(29,000)	-25%
001	557 Public Works - Engineering	64,000	85,000	21,000	33%
001	558 Public Works - General	527,762	669,850	142,088	27%
001	565 Planning	406,636	406,801	165	0%
	General Fund Total	6,334,649	6,141,114	(193,535)	-3%

City of Buellton, California
Budget at a Glance - Operating and Special Funds
Summary of Changes in 2014-15 Expenditures Compared to Prior Year

		<u>2013-14 Budget</u>	<u>2014-15 Adopted</u>	<u>Change From FY 2013-14 Budget</u>	<u>Percent Increase/ Decrease</u>
005	<u>Wastewater</u>	1,485,915	1,226,815	(259,100)	-17%
020	<u>Water</u>	2,254,720	2,933,729	679,009	30%
023	<u>Housing</u>	3,000	3,000	-	0%
024	<u>Traffic Mitigation</u>	-	-	-	0%
025	<u>Gas Tax</u>	682,974	861,000	178,026	26%
026	<u>Measure D</u>	-	-	-	0%
027	<u>Local Transportation Fund</u>	146,650	126,100	(20,550)	-14%
029	<u>Transportation Planning</u>	25,000	45,000	20,000	80%
031	<u>Measure A</u>	610,589	807,397	196,808	32%
	Special Funds Total	5,208,848	6,003,041	794,193	15%
	Total - All Funds	11,543,497	12,144,155	600,658	5%

DEPARTMENTAL BUDGETS

FUND: 001-GENERAL

DEPARTMENT: 401/CITY COUNCIL

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 85,271	\$ 98,047	\$ 100,534	\$ 203,525	\$ 119,103	\$ 110,110
Operating & Maintenance	\$ 19,429	\$ 17,534	\$ 9,750	\$ 4,050	\$ 17,000	\$ 21,000
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 104,700	\$ 115,581	\$ 110,284	\$ 207,575	\$ 136,103	\$ 131,110

DEPARTMENT DESCRIPTION

This Department represents the costs related to supporting the legislative body of the City. The City Council consists of five members and is the City's policy-making legislative body approving and adopting all ordinances, resolutions, contracts and other matters requiring overall policy decisions and leadership.

DEPARTMENT EXPENDITURES

CITY COUNCIL
001-401

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>EMPLOYEE SERVICES</u>									
5001	Staff Salaries	35,648	40,729	43,303	43,778	43,778	44,575	797	1.8%
5003	Council Salaries	20,768	21,120	21,120	26,400	26,400	26,400	0	0.0%
5004	Council Car Expense Allowance	3,540	3,600	3,600	4,500	4,500	4,500	0	0.0%
5100	Benefits	25,315	32,599	32,511	44,425	44,425	34,635	(9,790)	-22.0%
<u>EMPLOYEE SERVICES SUBTOTAL:</u>		85,271	98,047	100,534	119,103	119,103	110,110	(8,993)	-7.6%
<u>OPERATING & MAINTENANCE</u>									
5301	Office Supplies	347	568	373	500	500	500	0	0.0%
5402	Travel & Training	11,522	15,309	8,426	12,000	12,000	12,000	0	0.0%
5603	Computer Maintenance & Software	1,845	592	570	1,500	2,000	2,000	0	0.0%
5809	Election Expense	0	0	0	1,500	1,500	5,500	4,000	266.7%
6301	Miscellaneous	5,714	1,065	381	500	1,000	1,000	0	0.0%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>		19,429	17,534	9,750	16,000	17,000	21,000	4,000	23.5%
<u>CAPITAL</u>									
6504	Office Furniture	0	0	0	0	0	0	0	N/A
6505	Computer Equipment	0	0	0	0	0	0	0	N/A
<u>CAPITAL SUBTOTAL:</u>		0	N/A						
CITY COUNCIL TOTAL:		104,700	115,581	110,284	135,103	136,103	131,110	(4,993)	-3.7%

FUND: 001-GENERAL

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

<u>Employee Services</u>	<u>Budget 2012-13</u>	<u>Budget 2013-14</u>	<u>Budget 2014-15</u>
Council Members (5)	5.00	5.00	5.00
City Clerk	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total:	5.40	5.40	5.40
5001 Staff Salaries	\$ 41,088	\$ 43,778	\$ 44,575
40% of City Clerk salary			
5003 Council Salaries	\$ 21,120	\$ 26,400	\$ 26,400
5004 Council Car Expense Allowance	\$ 3,600	\$ 4,500	\$ 4,500
5100 Benefits	\$ 38,035	\$ 44,425	\$ 34,635
<u>Operating & Maintenance</u>			
5301 Office Supplies	\$ 373	\$ 500	\$ 500
5402 Travel & Training	\$ 15,000	\$ 12,000	\$ 12,000
Attendance at League of California Cities (LOCC) conferences, Channel Counties Division (LOCC) meetings, Council of Government meetings and miscellaneous seminars for the Mayor and Council Members.			
5603 Computer Maintenance & Software	\$ 2,000	\$ 2,000	\$ 2,000
5809 Election Expense	\$ -	\$ 1,500	\$ 5,500
6301 Miscellaneous		\$ 1,000	\$ 1,000
<u>Capital</u>			
6504 Office Furniture	\$ -	\$ -	\$ -
6505 Computer Equip	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 156,258	\$ 162,406	\$ 254,811	\$ 203,525	\$ 203,525	\$ 212,795
Operating & Maintenance	\$ 4,566	\$ 5,122	\$ 5,611	\$ 4,050	\$ 4,050	\$ 4,150
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 160,824	\$ 167,527	\$ 260,422	\$ 207,575	\$ 207,575	\$ 216,945

DEPARTMENT DESCRIPTION

This Department's primary purpose is to oversee the daily and routine operations of the City; to implement the goals, work programs and policies of the City Council by providing long-term planning coordination and administrative direction to City departments; and to inform and advise the City Council on issues, requirements and problems, both existing and anticipated.

DEPARTMENT EXPENDITURES

CITY MANAGER
001-402

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>EMPLOYEE SERVICES</u>									
5001	Salaries	117,385	122,892	210,397	143,400	143,400	146,260	2,860	2.0%
5100	Benefits	38,873	39,514	44,414	60,125	60,125	66,535	6,410	10.7%
	<u>EMPLOYEE SERVICES SUBTOTAL:</u>	156,258	162,406	254,811	203,525	203,525	212,795	9,270	4.6%
<u>OPERATING & MAINTENANCE</u>									
5301	Office Supplies	441	80	454	250	250	250	0	0.0%
5401	Membership & Publications	660	810	400	800	800	700	(100)	-12.5%
5402	Travel & Training	2,443	4,232	3,938	2,000	2,000	2,500	500	25.0%
5603	Computer Maintenance & Software	570	0	819	500	500	200	(300)	-60.0%
6005	Recruitment Expense	0	0	0	0	0	0	0	N/A
6301	Miscellaneous	452	0	0	500	500	500	0	0.0%
	<u>OPERATING & MAINTENANCE SUBTOTAL:</u>	4,566	5,122	5,611	4,050	4,050	4,150	100	2.5%
<u>CAPITAL</u>									
6504	Office Furniture	0	0	0	0	0	0	0	N/A
6505	Computer Equipment	0	0	0	0	0	0	0	N/A
	<u>CAPITAL SUBTOTAL:</u>	0	0	0	0	0	0	0	N/A
CITY MANAGER TOTAL:		160,824	167,527	260,422	207,575	207,575	216,945	9,370	4.5%

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

<u>Employee Services</u>	<u>Budget 2012-13</u>	<u>Budget 2013-14</u>	<u>Budget 2014-15</u>
City Manager	0.80	1.00	1.00
5001 Salaries	\$ 210,397	\$ 143,400	\$ 146,260
5100 Benefits	\$ 44,414	\$ 60,125	\$ 66,535
<u>Operating & Maintenance</u>			
5301 Office Supplies	\$ 454	\$ 250	\$ 250
5401 Membership & Publication:	\$ 400	\$ 800	\$ 700
5402 Travel & Training	\$ 3,938	\$ 2,000	\$ 2,500
Attendance at League of California Cities (LOCC) conferences, Channel Counties Division (LOCC) meetings, City Managers' Luncheons and miscellaneous meetings and training seminars for the City Manager.			
5603 Computer Maintenance & Software	\$ 819	\$ 500	\$ 200
6301 Miscellaneous	\$ -	\$ 500	\$ 500
<u>Capital</u>			
6504 Office Furniture	\$ -	\$ -	\$ -
6505 Computer Equipment	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 63,125	\$ 70,812	\$ 76,559	\$ 95,313	\$ 95,313	\$ 99,020
Operating & Maintenance	\$ 23,829	\$ 12,476	\$ 16,105	\$ 13,300	\$ 14,300	\$ 14,000
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 86,954	\$ 83,288	\$ 92,664	\$ 108,613	\$ 109,613	\$ 113,020

DEPARTMENT DESCRIPTION

This Department's primary purpose is to preserve and maintain the official documents of the City and to ensure that they are readily accessible to the public. The department is also responsible for the City's files, agendas, minutes, resolutions and ordinances, including non-land use permits and licenses, and maintains laws, codes and statutes.

DEPARTMENT EXPENDITURES

CITY CLERK
001-403

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
<u>EMPLOYEE SERVICES</u>								
5001 Salaries	44,560	49,947	53,569	65,668	65,668	66,860	1,192	1.8%
5100 Benefits	18,564	20,865	22,990	29,645	29,645	32,160	2,515	8.5%
EMPLOYEE SERVICES SUBTOTAL:	63,125	70,812	76,559	95,313	95,313	99,020	3,707	3.9%
<u>OPERATING & MAINTENANCE</u>								
5301 Office Supplies	664	732	533	1,000	1,000	1,000	0	0.0%
5304 Code Updates	12,009	2,110	2,736	3,000	3,000	3,000	0	0.0%
5306 Advertising - Legal	3,152	3,153	3,361	3,500	3,500	3,500	0	0.0%
5401 Membership & Publications	401	525	420	800	800	500	(300)	-37.5%
5402 Travel & Training	1,112	2,322	1,882	4,000	4,000	5,000	1,000	25.0%
5603 Computer Maintenance & Software	1,514	1,388	95	500	1,000	500	(500)	-50.0%
5809 Election Expense	2,775	553	5,561	0	0	0	0 +	
6301 Miscellaneous	2,202	1,693	1,517	500	1,000	500	(500)	-50.0%
OPERATING & MAINTENANCE SUBTOTAL:	23,829	12,476	16,105	13,300	14,300	14,000	(300)	-1.9%
<u>CAPITAL</u>								
6504 Office Furniture	0	0	0	0	0	0	0	N/A
6505 Computer Equipment	0	0	0	0	0	0	0	N/A
6506 Office Equipment	0	0	0	0	0	0	0	N/A
CAPITAL SUBTOTAL:	0	0	0	0	0	0	0	N/A
CITY CLERK TOTAL:	86,954	83,288	92,664	108,613	109,613	113,020	3,407	3.1%

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

<u>Employee Services</u>	<u>Budget 2012-13</u>	<u>Budget 2013-14</u>	<u>Budget 2014-15</u>
City Clerk	0.50	0.60	0.60
5001 Salaries	\$ 53,569	\$ 65,668	\$ 66,860
5100 Benefits	\$ 22,990	\$ 29,645	\$ 32,160
<u>Operating & Maintenance</u>			
5301 Office Supplies	\$ 533	\$ 1,000	\$ 1,000
5304 Code Updates	\$ 2,736	\$ 3,000	\$ 3,000
Buellton Municipal Code and Santa Barbara County Code updates.			
5306 Advertising - Legal	\$ 3,361	\$ 3,500	\$ 3,500
5401 Membership & Publications	\$ 420	\$ 800	\$ 500
Dues for the City Clerk for the International Institute of Municipal Clerks Association; Calif City Clerks Association dues; miscellaneous books and publications.			
5402 Travel & Training	\$ 1,882	\$ 4,000	\$ 5,000
Attendance at conferences, seminars, courses and related training programs. Books and training material.			
5603 Computer Maintenance & Software	\$ 95	\$ 1,000	\$ 500
5809 Election Expense (moved to City Council in 2013-14)	\$ 5,561	\$ -	\$ -
6301 Miscellaneous	\$ 1,517	\$ 1,000	\$ 500
<u>Capital</u>			
6504 Office Furniture	\$ -	\$ -	\$ -
6505 Computer Equipment	\$ -	\$ -	\$ -
6506 Office Equipment	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 143,004	\$ 132,112	\$ 174,043	\$ 175,000	\$ 175,000	\$ 125,000
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 143,004	\$ 132,112	\$ 174,043	\$ 175,000	\$ 175,000	\$ 125,000

DEPARTMENT DESCRIPTION

This Department's primary purpose is to advise the City Council and City Staff regarding legal matters and procedures, to act as the City prosecutor, to achieve compliance with City ordinances and to assure that legislative and administrative decisions are consistent with the law.

DEPARTMENT EXPENDITURES

CITY ATTORNEY
001-404

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
<u>EMPLOYEE SERVICES</u>								
5001 Salaries	0	0	0	0	0	0	0	N/A
5100 Benefits	0	0	0	0	0	0	0	N/A
<u>EMPLOYEE SERVICES SUBTOTAL:</u>	0	0	0		0	0	0	N/A
<u>OPERATING & MAINTENANCE</u>								
5301 Office Supplies	0	0	0	0	0	0	0	N/A
5401 Membership & Publications	23	23	0	0	0	0	0	+
5402 Travel & Training	0	0	0	0	0	0	0	N/A
5603 Computer Maintenance & Software	0	0	0	0	0	0	0	N/A
5701 Telephone	0	0	0	0	0	0	0	N/A
6204 Contract Services	142,971	132,089	174,043	175,000	175,000	125,000	(50,000)	-28.6%
6301 Miscellaneous	9	0	0	0	0	0	0	N/A
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>	143,004	132,112	174,043	175,000	175,000	125,000	(50,000)	-28.6%
CITY ATTORNEY TOTAL:	143,004	132,112	174,043	175,000	175,000	125,000	(50,000)	-28.6%

FUND: 001-GENERAL

DEPARTMENT: 404/CITY ATTORNEY

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

<u>Employee Services</u>	Budget 2012-13	Budget 2013-14	Budget 2014-15
City Attorney	0.00	0.00	0.00
5001 Salaries	\$ -	\$ -	\$ -
5100 Benefits	\$ -	\$ -	\$ -
<u>Operating & Maintenance</u>			
5301 Office Supplies	\$ -	\$ -	\$ -
5401 Membership & Publications	\$ -	\$ -	\$ -
5402 Travel & Training	\$ -	\$ -	\$ -
5603 Computer Maintenance & Software	\$ -	\$ -	\$ -
5701 Telephone	\$ -	\$ -	\$ -
6204 Contract Services - Legal Fees	\$ 174,043	\$ 175,000	\$ 125,000
6301 Miscellaneous	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 46,885	\$ 50,512	\$ 49,833	\$ 51,000	\$ 51,000	\$ 50,500
Operating & Maintenance	\$ 333,832	\$ 300,622	\$ 497,227	\$1,035,539	\$1,251,181	\$1,004,121
Capital	\$ -	\$ -	\$ 2,914	\$1,086,539	\$ -	\$ -
Department Total	\$ 380,718	\$ 351,133	\$ 549,974	\$2,173,078	\$1,302,181	\$1,054,621

DEPARTMENT DESCRIPTION

The Non-Departmental budget provides for those services and functions neither included nor attributed to the operation of any single department and which benefit more than one departmental operation. Interfund transfers are recorded for General Fund in this fund. For example, Capital Improvement Project transfers.

DEPARTMENT EXPENDITURES

NON-DEPARTMENTAL
001-410

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
EMPLOYEE SERVICES								
5100 Benefits	46,885	50,512	49,833	51,000	51,000	50,500	(500)	-1.0%
EMPLOYEE SERVICES SUBTOTAL:	46,885	50,512	49,833	51,000	51,000	50,500	(500)	-1.0%
OPERATING & MAINTENANCE								
5201 Insurance - Liability	51,119	43,070	36,653	35,000	35,000	105,000	70,000	200.0%
5202 Insurance - Property	3,681	4,599	4,635	5,200	5,200	5,500	300	5.8%
5301 Office Supplies	10,388	8,303	9,656	6,300	6,300	6,300	0	0.0%
5303 Postage	2,492	2,039	1,454	1,500	3,000	3,000	0	0.0%
5305 Equipment Rental	12,417	10,522	10,099	12,000	12,000	12,000	0	0.0%
5307 Office Equipment	0	1,076	0	0	0	0	0	N/A
5401 Membership & Publications	4,743	3,382	3,232	4,000	4,000	4,000	0	0.0%
5402 Travel & Training	702	896	210	500	800	800	0	0.0%
5601 Data Processing Contract Maintenance	0	0	0	0	0	0	0	N/A
5602 Internet Access / Website Maintenance	1,330	5,965	8,060	5,000	8,000	8,000	0	0.0%
5603 Computer Maintenance & Software	12,013	5,532	2,776	9,000	9,000	10,000	1,000	11.1%
5701 Telephone	4,078	3,696	3,801	3,800	3,800	3,800	0	0.0%
5702 Utilities - Gas	697	841	740	900	900	900	0	0.0%
5703 Utilities - Electric	9,042	8,280	10,596	9,000	9,000	9,000	0	0.0%
5704 Utilities - Water	1,212	1,088	1,208	1,800	1,800	1,800	0	0.0%
5705 Utilities - Sewer	858	858	1,038	900	900	900	0	0.0%
5804 Animal Control	29,097	29,970	31,469	32,306	32,306	33,500	1,194	3.7%
5805 Visitors Bureau	115,167	114,888	225,363	300,000	312,450	315,000	2,550	0.8%
5806 Newsletter	4,513	5,236	0	0	0	0	0	N/A
5807 Community Organization Support	42,862	65,264	55,810	70,000	70,000	72,700 (1)	2,700	3.9%
5807 Undesignated Miscellaneous Support	0	0	6,500	2,000	2,000	2,000	0	N/A
5808 Miscellaneous Recognition Items	8,333	5,790	6,195	3,500	3,500	3,500	0	0.0%
5812 SB Co Mental Health Assessment Team (MHAT)	2,169	2,337	2,428	2,525	2,525	2,621	96	3.8%
6005 Recruitment Expense	2,472	4,666	2,806	2,000	2,500	2,000	(500)	-20.0%
6009 LAFCO Contribution	1,646	1,340	1,243	1,506	1,700	1,700	0	0.0%
6012 Transfer to Other Funds	0	0	50,000	518,500	717,500	392,100 (2)	(325,400)	N/A
6017 Emergency Operations	4,600	1,651	695	2,302	2,000	3,000	1,000	50.0%
6301 Miscellaneous	8,200	4,359	20,560	6,000	5,000	5,000	0	0.0%
OPERATING & MAINTENANCE SUBTOTAL:	333,832	335,650	497,227	1,035,539	1,251,181	1,004,121	(247,060)	-49.7%
CAPITAL								
6503 Vehicle Replacement	0	0	0	0	0	0	0	N/A
6505 Office Furniture	0	0	0	0	0	0	0	N/A
6505 Computer Equipment	0	0	2,914	0	0	0	0	N/A
6507 Improvements	0	0	0	0	0	0	0	N/A
CAPITAL SUBTOTAL:	0	0	2,914	0	0	0	0	N/A
NON-DEPARTMENTAL TOTAL:	380,718	386,162	549,974	1,086,539	1,302,181	1,054,621	(247,560)	-19.0%

(1) This incorporates the grant to the SYV Senior Citizens' Foundation (\$50,000 - program support), People Helping People (\$11,000 - for program support and ADCAP, Foodbank of Santa Barbara County (\$7,700) and SYV Fruit and Vegetable Rescue (4,000).

(2) Capital Improvement Projects (CIP)

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	<u>Actual 2012-13</u>	<u>Budget 2013-14</u>	<u>Budget 2014-15</u>
<u>Employee Services</u>			
5100 Benefits	\$ 49,833	\$ 51,000	\$ 50,500
Medical Benefits for retired employees			
<u>Operating & Maintenance</u>			
5201 Insurance - Liability	\$ 36,653	\$ 35,000	\$ 105,000
80% of the City's liability insurance; 10% is charged to the Wastewater and Water funds respectively.			
5202 Insurance - Property	\$ 4,635	\$ 5,200	\$ 5,500
20% of the City's fire insurance costs; 40% is charged to the Wastewater and Water funds respectively. Includes earthquake and flood insurance on City property.			
5301 Office Supplies	\$ 9,656	\$ 6,300	\$ 6,300
Copier expense for all departments.			
5303 Postage	\$ 1,454	\$ 3,000	\$ 3,000
5305 Equipment Rental	\$ 10,099	\$ 12,000	\$ 12,000
Lease cost of a copier and postage meter.			
5401 Membership & Publications	\$ 3,232	\$ 4,000	\$ 4,000
League of California Cities dues, miscellaneous dues and various publications.			
5402 Travel & Training	\$ 210	\$ 800	\$ 800
5601 Data Processing Contract Maintenance	\$ -	\$ -	\$ -
5602 Internet Access / Website Maintenance	\$ 8,060	\$ 8,000	\$ 8,000
Includes \$1,000 annual maintenance for Buellton App and \$7,000 website update and maintenance.			
5603 Computer Maintenance & Software	\$ 2,776	\$ 9,000	\$ 10,000
Update Office product			
5701 Telephone	\$ 3,801	\$ 3,800	\$ 3,800
5702 Utilities - Gas	\$ 740	\$ 900	\$ 900
5703 Utilities - Electric	\$ 10,596	\$ 9,000	\$ 9,000
5704 Utilities - Water	\$ 1,208	\$ 1,800	\$ 1,800
50% of water used at 140 W. Highway 246.			
5705 Utilities - Sewer	\$ 1,038	\$ 900	\$ 900

FUND: 001-GENERAL

DEPARTMENT: 410/NON-DEPARTMENTAL

5804	Animal Control	\$ 31,469	\$ 32,306	\$ 33,500
	Contract for services with County Animal Control.			
5805	Visitors Bureau	\$ 225,363	\$ 312,450	\$ 315,000
	Contract for advertising services based on 20.83% of \$1,500,000 budgeted Transient Occupancy Tax revenue.			
5806	Newsletter	\$ -	\$ -	\$ -
	Cost of printing the Buellton Banner.			
5807	Community Organization Support	\$ 55,810	\$ 70,000	\$ 72,700
	Senior Center, People Helping People, Foodbank, and SYV Fruit & Vegetable Rescue			
5807	Undesignated Misc Support	\$ 6,500	\$ 2,000	\$ 2,000
	Donation to Buellton Historical Society (2014-15).			
5808	Miscellaneous Recognition Items	\$ 6,195	\$ 3,500	\$ 3,500
	Miscellaneous award items for various organizations and employee recognition program.			
5812	Mental Health Assessment Team (MHAT) Services	\$ 2,428	\$ 2,525	\$ 2,621
	Santa Barbara County Mental Health Assessment Team (MHAT) Services.			
6005	Recruitment Expense	\$ 2,806	\$ 2,500	\$ 2,000
	Expenses related to new employee recruitment.			
6009	LAFCO Contribution	\$ 1,243	\$ 1,700	\$ 1,700
	City's share of LAFCO's operating costs.			
6012	Transfer to Other Funds			
	Transfer to CIP Project #202 (Buellton Town Center Driveway; MOE)	\$ -	\$ 114,000	\$ -
	Transfer to CIP Project #304 (Wayfinding Sign Project)	\$ -	\$ 68,500	\$ -
	Transfer to CIP Project #201 (Facilities Maintenance and Painting Project)	\$ -	\$ 10,000	\$ 10,000
	Transfer to CIP Project #204 (Paws Park Improvements)	\$ -	\$ -	\$ 61,000
	Transfer to CIP Project #311 (Industrial Way Streetlights)	\$ -	\$ -	\$ 100,000
	Transfer to CIP Project #301 (Road Maintenance Project - 12/13)	\$ -	\$ -	\$ -
	Transfer to CIP Project #302 (Road Maintenance Project - 13/14); MOE	\$ -	\$ 70,000	\$ -
	Transfer to CIP Project #310 (Road Maintenance Project - 14/15)	\$ -	\$ -	\$ -
	Transfer to CIP Project #101 (Storm Drain Clean/Retrofit Project)	\$ -	\$ 15,000	\$ -
	Transfer to CIP Project #303 (Bus Shelter Project)	\$ -	\$ 5,000	\$ -
	Transfer to CIP Project #308 (Park and Ride Project)	\$ -	\$ 15,000	\$ -
	Transfer to CIP Project #203 (Fundware Accounting Software Replacement)	\$ -	\$ 100,000	\$ 50,000
	Transfer to CIP Project #309 (Prop 1B Project)	\$ -	\$ 84,000	\$ -
	Transfer to Local Transportation Fund 027 (to cover operating costs)	\$ -	\$ 87,000	\$ 126,100
	Transfer to Transportation Planning Fund 029 (to cover operating costs)	\$ -	\$ 149,000	\$ 45,000
	Transfer from Reserves	\$ 50,000	\$ -	\$ -
6017	Emergency Operations	\$ 695	\$ 2,000	\$ 3,000
	One CERT class and miscellaneous emergency preparedness tasks.			

FUND: 001-GENERAL

DEPARTMENT: 410/NON-DEPARTMENTAL

6301	Miscellaneous	\$ 20,560	\$ 5,000	\$ 5,000
<u>Green Business Program: \$575 per year (2014-15); other miscellaneous.</u>				

Capital

6503	Vehicle Replacement	\$ -	\$ -	\$ -
6504	Office Furniture	\$ -	\$ -	\$ -
6505	Computer Equipment	\$ 2,914	\$ -	\$ -
6507	Improvements	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 114,440	\$ 127,491	\$ 133,599	\$ 244,500	\$ 180,040	\$ 262,487
Operating & Maintenance	\$ 30,110	\$ 27,206	\$ 27,206	\$ 165,600	\$ 163,600	\$ 35,400
Capital	\$ -	\$ 1,047	\$ 1,047	\$ -	\$ -	\$ 1,000
Department Total	\$ 144,550	\$ 155,744	\$ 161,852	\$ 410,100	\$ 343,640	\$ 298,887

DEPARTMENT DESCRIPTION

The Finance Department provides for the overall financial management of the City and includes Personnel and Data Processing. Major activities include projecting and collecting revenues, preparing the annual budget, controlling and disbursing all expenditures, purchasing equipment and supplies, investing City monies, and personnel, risk management and data processing functions. The department is responsible for the billing of all utility customers for the services of water and wastewater collection.

DEPARTMENT EXPENDITURES

FINANCE
001-420

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>EMPLOYEE SERVICES</u>									
5001	Salaries	77,586	86,378	90,978	175,000	116,840	161,717	44,877	38.4%
5005	Hourly Employees	0	0	0	5,500	3,500	20,000	16,500	471.4%
5100	Benefits	36,854	41,113	42,621	64,000	59,700	80,770	21,070	35.3%
EMPLOYEE SERVICES SUBTOTAL:		114,440	127,491	133,599	244,500	180,040	262,487	82,447	45.8%
<u>OPERATING & MAINTENANCE</u>									
5301	Office Supplies	968	1,040	1,040	3,000	1,500	3,000	1,500	100.0%
5302	Printing	0	0	0	0	0	0	0	N/A
5401	Membership & Publications	680	701	701	500	800	800	0	0.0%
5402	Travel & Training	3,289	1,519	1,519	2,000	2,000	2,000	0	0.0%
5601	Data Processing Contract Maintenance	4,273	4,233	4,233	5,000	5,000	5,000	0	0.0%
5603	Computer Maintenance & Software	2,058	815	815	2,500	2,500	1,500	(1,000)	-40.0%
6004	Audit	7,222	5,440	5,440	7,100	7,100	7,100	0	0.0%
6201	Contract Services	11,486	12,979	12,979	144,500	144,500	15,000	(129,500)	-89.6%
6301	Miscellaneous	135	479	479	1,000	200	1,000	800	400.0%
OPERATING & MAINTENANCE SUBTOTAL:		30,110	27,206	27,206	165,600	163,600	35,400	(128,200)	-471.2%
<u>CAPITAL</u>									
6504	Office Furniture	0	0	0	0	0	0	0	N/A
6505	Computer Equipment	0	1,047	1,047	1,000	0	1,000 (1)	1,000	N/A
6506	Office Equipment	0	0	0	0	0	0	0	N/A
CAPITAL SUBTOTAL:		0	1,047	1,047		0	1,000	1,000	N/A
FINANCE TOTAL:		144,550	155,744	161,852	410,100	343,640	298,887	(44,753)	-13.0%

(1) Part-time Accounting Technician

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

<u>Employee Services</u>		Actual 2012-13	Budget 2013-14	Budget 2014-15
Finance Director		0.50	0.80	0.80
Accounting Technicians (2)		0.70	0.70	0.70
Accounting Technicians (1) Part-time/Temporary		0.00	0.25	0.25
Total		1.20	1.75	1.75
5001	Salaries	\$ 90,978	\$ 116,840	\$ 161,717
5005	Hourly Employees	\$ -	\$ 3,500	\$ 20,000
5100	Benefits	\$ 42,621	\$ 59,700	\$ 80,770
<u>Operating & Maintenance</u>				
5301	Office Supplies	\$ 1,040	\$ 1,500	\$ 3,000
5302	Printing	\$ -	\$ -	\$ -
5401	Membership & Publication	\$ 701	\$ 800	\$ 800
Membership dues for the California Society of Municipal Finance Officers (CSMFO) and the Government Finance Officers Association (GFOA); miscellaneous publications.				
5402	Travel & Training	\$ 1,519	\$ 2,000	\$ 2,000
Attendance at conferences and seminars				
5601	Data Processing Contract Maintenance	\$ 4,233	\$ 5,000	\$ 5,000
Contract support for accounting programs.				
5603	Computer Maintenance & Software	\$ 815	\$ 2,500	\$ 1,500
6004	Audit	\$ 5,440	\$ 7,100	\$ 7,100
33 1/3% of the cost.				
6201	Contract Services	\$ 12,979	\$ 144,500	\$ 15,000
Hinderliter De Llamas, HDL Coren & Cone \$12,000				
6301	Miscellaneous	\$ 479	\$ 200	\$ 1,000
<u>Capital</u>				
6504	Office Furniture	\$ -	\$ -	\$ -
6505	Computer Equipment	\$ 1,047	\$ -	\$ 1,000
6506	Office Equipment	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 1,804,188	\$ 1,350,472	\$ 1,872,020	\$ 1,881,416	\$ 1,868,453	\$ 1,888,348
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 1,804,188	\$ 1,350,472	\$ 1,872,020	\$ 1,881,416	\$ 1,868,453	\$ 1,888,348

DEPARTMENT DESCRIPTION

The City of Buellton contracts with the Santa Barbara County Sheriff's Department for law enforcement services within the City, including patrol, criminal investigations, traffic safety and accident investigations, crime prevention and crime suppression. The primary purpose of the organization is to protect life and property.

The Santa Barbara County Fire Department provides staffing at County Fire Station 31 in Buellton. The City subsidizes staffing at County Fire Station 31 through funding for a full-time Firefighter/Paramedic position in order to meet National Fire Protection Association minimum staffing standards and the California Occupational Safety and Health Association's "2-in/2-out" requirement.

DEPARTMENT EXPENDITURES

PUBLIC SAFETY - POLICE & FIRE
001-501

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>OPERATING & MAINTENANCE</u>									
5703	Utilities - Electric	4,441	3,694	3,166	4,000	4,000	4,200	200	5.0%
6201	Contract Services - Police	1,625,211	1,152,887	1,676,042	1,695,416	1,682,453	1,695,416	12,963	0.8%
6208	Contract Services - Fire	174,536	193,892	192,812	182,000	182,000	188,732	6,732	3.7%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>		<u>1,804,188</u>	<u>1,350,472</u>	<u>1,872,020</u>	<u>1,881,416</u>	<u>1,868,453</u>	<u>1,888,348</u>	<u>19,895</u>	<u>1.1%</u>
 PUBLIC SAFETY TOTAL:		1,804,188	1,350,472	1,872,020	1,881,416	1,868,453	1,888,348	19,895	1.1%

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
5703 Utilities - Electric	3,166	4,000	4,200
6201 Contract Services - Sheriff	\$1,676,042	1,682,453	1,695,416
Contract with the County of Santa Barbara Sheriff's Department for public safety services and traffic enforcement. Includes estimated overtime pay.			
6208 Contract Services - Fire	\$192,812	182,000	188,732
Contract with the County of Santa Barbara's Fire Department for 33% of the salary for a Firefighter/Paramedic.			

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 81,504	\$ 81,378	\$ 86,378	\$ 95,378	\$ 95,378	\$ 99,741
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 81,504	\$ 81,378	\$ 86,378	\$ 95,378	\$ 95,378	\$ 99,741

DEPARTMENT DESCRIPTION

This Department provides a building and utilities for the Buellton Branch of the County Library, operated by contract with the City of Lompoc Library System.

DEPARTMENT EXPENDITURES

LEISURE SERVICES - LIBRARY
001-510

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Budget</u>	<u>Proposed</u>	2013-14	From 2013-14
								<u>Budget</u>	<u>Budget</u>
<u>OPERATING & MAINTENANCE</u>									
5702	Utilities - Gas	2,952	2,651	2,800	2,800	2,800	2,800	0	0.0%
5703	Utilities - Electric	2,790	3,088	3,500	3,500	3,500	3,500	0	0.0%
5704	Utilities - Water	1,212	1,088	1,800	1,800	1,800	1,800	0	0.0%
6201	Contract Services	74,550	74,550	78,278	87,278	87,278	91,641	4,363	5.0%
OPERATING & MAINTENANCE SUBTOTAL:		81,504	81,378	86,378	95,378	95,378	99,741	4,363	4.6%
LIBRARY TOTAL:		81,504	81,378	86,378	95,378	95,378	99,741	4,363	4.6%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>		Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>				
5702	Utilities - Gas	\$ 2,800	\$ 2,800	\$ 2,800
5703	Utilities - Electri	\$ 3,500	\$ 3,500	\$ 3,500
5704	Utilities - Water	\$ 1,800	\$ 1,800	\$ 1,800
50% of water used at 140 W. Highway 246.				
6201	Contract Services	\$ 78,278	\$ 87,278	\$ 91,641
Contract with the Lompoc Library System to manage the Buellton Library.				

FUND: 001-RECREATION**DEPARTMENT: 511/RECREATION**

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 232,534	\$ 303,256	\$ 295,527	\$ 309,818	\$ 320,408	\$ 318,391
Operating & Maintenance	\$ 181,640	\$ 173,940	\$ 199,200	\$ 150,100	\$ 185,700	\$ 184,000
Capital	\$ 528,963	\$ 42,124	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 943,137	\$ 519,320	\$ 494,727	\$ 459,918	\$ 506,108	\$ 502,391

DEPARTMENT DESCRIPTION

Recreation funds are to be used for community recreation programs and purposes.

DEPARTMENT EXPENDITURES

RECREATION
001-511

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
<u>EMPLOYEE SERVICES</u>								
5001 Salaries	117,176	135,381	174,445	175,818	175,818	177,446	1,628	0.9%
5005 Hourly Employees	49,643	83,448	23,314	30,000	38,000	32,000	(6,000)	-15.8%
5100 Benefits	65,716	84,427	97,768	104,000	106,590	108,945	2,355	2.2%
<u>EMPLOYEE SERVICES SUBTOTAL</u>	232,534	303,256	295,527	309,818	320,408	318,391	(2,017)	-0.6%
<u>OPERATING & MAINTENANCE</u>								
5301 Office Supplies	3,778	3,496	4,050	500	3,000	2,500	(500)	-16.7%
5306 Advertising	0	0	0	5,000	0	6,500	6,500	+
5506 Fuel- Vehicles	3,462	5,312	6,232	6,000	7,000	7,000	0	0.0%
5507 Maintenance - Vehicles	533	2,645	1,705	3,000	2,000	2,000	0	0.0%
5509 Maintenance / Repair - Rec Dept	12,282	9,271	10,032	6,500	12,000	12,000	0	0.0%
5509 Maintenance / Repair - Joint Use	2,248	3,120	3,400	0	3,300	4,000 (1)	700	21.2%
5701 Telephone/Internet	2,988	2,836	2,599	2,500	3,400	3,000	(400)	-11.8%
5801 Buellton Recreation Program	72,118	51,763	58,037	35,000	67,000	49,500	(17,500)	-26.1%
5801 Buellton Recreation Program 50/50	12,958	25,369	41,633	30,000	35,000	35,000	0	0.0%
5802 Buellton Rec Programs Trips	19,487	19,708	26,534	30,000	20,000	29,500	9,500	47.5%
6015 Transfer to Reserves	0	0	5,000	0	0	0	0	-
6202 Contract Services	34,712	47,909	37,816	31,500	31,500	31,500	0	N/A
6207 Recreation Coordinator/Admin Overhead	15,000	0	0	0	0	0	0	N/A
6301 Miscellaneous	2,073	2,511	2,162	100	1,500	1,500	0	0.0%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>	181,640	173,940	199,200	150,100	185,700	184,000	(1,700)	-0.9%
<u>CAPITAL</u>								
6503 Vehicles	0	0	0	0	0	0	0	N/A
6507 Improvements	528,963	42,124	0	0	0	0	0	N/A
<u>CAPITAL SUBTOTAL:</u>	528,963	42,124	0	0	0	0	0	N/A
PARKS / RECREATION TOTAL:	943,137	519,320	494,727	459,918	506,108	502,391	(3,717)	-0.7%

(1) Budgeted amount is based on 1/3 of the total Rec Center rental revenue from the previous year.

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Employee Services</u>			
Recreation Coordinator	1.00	1.00	1.00
Staff Assistant/Planning Tech	0.30	0.30	0.25
Recreation Center Programmer	0.00	0.00	0.00
Recreation Center Coordinator	1.00	1.00	1.00
Recreation Technician	1.00	1.00	1.00
Total	3.30	3.30	3.25
5001 Salaries	\$ 174,445	\$ 175,818	\$ 177,446
5005 Hourly Employees	\$ 23,314	\$ 38,000	\$ 32,000
Currently employ five part-time employees			
5100 Benefits	\$ 97,768	\$ 106,590	\$ 108,945
<u>Operating & Maintenance</u>			
5301 Office Supplies	\$ 4,050	\$ 3,000	\$ 2,500
5306 Advertising	\$ -	\$ -	\$ 6,500
5506 Fuel - Vehicles	\$ 6,232	\$ 7,000	\$ 7,000
5507 Maint - Vehicles	\$ 1,705	\$ 2,000	\$ 2,000
5509 Maintenance / Repair	\$ 10,032	\$ 12,000	\$ 12,000
Buellton Rec dept repairs and maintenance - office, Zone			
5509 Maint/Repair-Joint Use	\$ 3,400	\$ 3,300	\$ 4,000
Joint facility repairs - gym, kitchen, weight room, restroom,courtyard Amount based on 1/3 of the total Rec Center rental revenue from the previous year			
5701 Telephone/Internet	\$ 2,599	\$ 3,400	\$ 3,000
5801 Buellton Recreation Program	\$ 58,037	\$ 67,000	\$ 49,500
Seasonal personnel, Oak Valley afterschool program, supplies, flyers and equipment.			
5801 Buellton Recreation Program - 50/50	\$ 41,633	\$ 35,000	\$ 35,000
Shared recreations programs with the City of Solvang			

FUND: 001-GENERAL

DEPARTMENT: 511/RECREATION

5802	Buellton Recreation Program-Trips	\$ 26,534	\$ 20,000	\$ 29,500
Trips organized for children and adults through Buellton Recreation				
6015	Transfer to Reserves	\$ 5,000	\$ -	\$ -
6202	Contract Services	\$ 37,816	\$ 31,500	\$ 31,500
6207	Recreation Coordinator/ Admin Overhead	\$ -	\$ -	\$ -
6301	Miscellaneous	\$ 2,162	\$ 1,500	\$ 1,500

Capital

6503	Vehicles	\$ -	\$ -	\$ -
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DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 49,545	\$ 49,852	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 49,545	\$ 49,852	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000

DEPARTMENT DESCRIPTION

This Fund provides funding for the power for general street lighting.

DEPARTMENT EXPENDITURES

PUBLIC WORKS - STREET LIGHTS
001-550

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>OPERATING & MAINTENANCE</u>									
5703	Utilities - Electric	49,545	49,852	55,000	55,000	55,000	55,000	0	0.0%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>		<u>49,545</u>	<u>49,852</u>	<u>55,000</u>	<u>55,000</u>	<u>55,000</u>	<u>55,000</u>	<u>0</u>	<u>0.0%</u>
 STREET LIGHTS TOTAL:		49,545	49,852	55,000	55,000	55,000	55,000	0	0.0%

FUND: 001-GENERAL

DEPARTMENT: 550/PUBLIC WORKS
STREET LIGHTS

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
5703 Utilities - Electric	\$ 55,000	\$ 55,000	\$ 55,000

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 73,801	\$ 87,143	\$ 64,000	\$ 64,000	\$ 64,000	\$ 85,000
Capital	\$ -	\$ 90,131	\$ 70,575	\$ -	\$ -	\$ -
Department Total	\$ 73,801	\$ 177,274	\$ 134,575	\$ 64,000	\$ 64,000	\$ 85,000

DEPARTMENT DESCRIPTION

This Department provides for the engineering and public works requirements of the City. The City Engineer administers the City's street capital improvement and traffic engineering programs and provides engineering support and administration of various public works projects.

DEPARTMENT EXPENDITURES

PUBLIC WORKS - ENGINEERING

001-557

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
<u>OPERATING & MAINTENANCE</u>								
6101 Development Permit Processing	4,355	1,753	4,000	4,000	4,000	0	(4,000)	-100.0%
6201 Contract Services	69,446	74,865	60,000	60,000	60,000	85,000	25,000	41.7%
6202 Engineering Services	0	0	0	0	0	0	0	0.0%
6202 Engineering Services - Prop1B	0	10,525	0	0	0	0	0	0.0%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>	73,801	87,143	64,000	64,000	64,000	85,000	21,000	32.8%
<u>CAPITAL</u>								
6507 Improvements	0	65,000	65,000	0	0	0	0	0.0%
6507 Improvements - Prop 1B	0	25,131	5,575	0	0	0	0	0.0%
<u>CAPITAL SUBTOTAL:</u>	0	90,131	70,575		0	0	0	0.0%
ENGINEERING TOTAL:	73,801	177,274	134,575	64,000	64,000	85,000	21,000	32.8%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
6101 Development Permit Processing	\$ 4,000	\$ 4,000	\$ -
6201 Contract Services	\$ 60,000	\$ 60,000	\$ 85,000
6202 Engineering Services	\$ -	\$ -	\$ -
6202 Engineering Services - Prop1B	\$ -	\$ -	\$ -
<u>Capital</u>			
6507 Improvements	\$ 65,000	\$ -	\$ -
6507 Improvements	\$ 5,575	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 274,655	\$ 286,079	\$ 318,113	\$ 333,387	\$ 333,387	\$ 361,400
Operating & Maintenance	\$ 128,907	\$ 117,268	\$ 247,722	\$ 169,775	\$ 187,375	\$ 229,950
Capital	\$ -	\$ 18,300	\$ 38,643	\$ 1,500	\$ 7,000	\$ 78,500
Department Total	\$ 403,562	\$ 421,647	\$ 604,478	\$ 504,662	\$ 527,762	\$ 669,850

DEPARTMENT DESCRIPTION

The Public Works Department maintains, repairs and rebuilds, as required, all streets, curbs, gutters and sidewalks; maintains street signs, all warning and informational signs and street surface painting. The Department is also responsible for the overall maintenance for City Hall and City facilities as well as landscaping City-owned medians and property.

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Employee Services</u>			
Public Works Director	0.40	0.40	0.40
Fieldmen (6)	2.00	2.40	2.40
Groundskeeper	1.00	1.00	1.00
Total	3.40	3.80	3.80
5001 Salaries	\$ 205,795	\$ 205,730	\$ 225,460
5005 Hourly	\$ -	\$ 12,192	\$ 10,400
5100 Benefits	\$ 112,318	\$ 115,465	\$ 125,540
<u>Operating & Maintenance</u>			
5301 Office Supplies	\$ 1,907	\$ 200	\$ 1,000
5401 License, Membership & Publications	\$ 1,185	\$ 1,200	\$ 1,200
5402 Travel & Training	\$ 2,356	\$ 2,500	\$ 2,500
5501 Operational Supplies	\$ -	\$ 1,500	\$ 6,000
5503 Tools	\$ 1,786	\$ 4,000	\$ 4,000
5504 Laundry - Uniforms	\$ 1,038	\$ 750	\$ 800

33 1/3% of laundry and uniform service for Public Works employees; 100% for Groundskeeper.
--

FUND: 001-GENERAL

DEPARTMENT: 558/PUBLIC WORKS - GENERAL

5506	Fuel - Vehicles	\$ 7,988	\$ 9,000	\$ 8,000
5507	Maintenance - Vehicles	\$ 7,212	\$ 6,000	\$ 10,000
5508	Landscape Maintenance Program	\$ 9	\$ -	\$ -
5509	Maintenance / Repair	\$ 42,713	\$ 50,000	\$ 50,000
City buildings, facilities, infrastructure and equipment maintenance and repair.				
5510	Safety Equipment	\$ 1,276	\$ 1,500	\$ 1,500
33 1/3% of cost for Public Works employees; 100% for Groundskeeper.				
5511	Building Maintenance/Signs	\$ 277	\$ 2,000	\$ 5,000
5603	Computer Maintenance & Software	\$ 444	\$ 475	\$ 500
5701	Telephone	\$ 1,110	\$ 2,300	\$ 6,500
5703	Utilities - Electric	\$ 12,174	\$ 950	\$ 950
5704	Utilities - Water	\$ 17,622	\$ 32,000	\$ 32,000
Irrigation water use on Avenue of Flags medians.				
6201	Contract Services	\$ 148,625	\$ 73,000	\$ 100,000
Contract services for miscellaneous tree trimming, 33 1/3% of mapping services, 33 1/3% of answering service, 60% of janitorial service, fire extinguisher servicing and monthly service agreement for security system at City Hall.				

Capital

6503	Vehicle Replacement	\$ 32,666	\$ -	\$ 68,500
6507	Improvements	\$ 5,977	\$ -	\$ -
Painting of buildings \$10,000, Wayfinding signs \$68,500 (See Non-Departmental; 001-410-6012-000/Transfer to CIP)				
6508	Equipment	\$ -	\$ 7,000	\$ 10,000
Radar feedback sign				

FUND: 001-GENERAL FUND

DEPARTMENT: 551/STORM WATER

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 138,371	\$ 146,743	\$ 151,000	\$ 161,600	\$ 156,000	\$ 161,600
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 138,371	\$ 146,743	\$ 151,000	\$ 161,600	\$ 156,000	\$ 161,600

DEPARTMENT DESCRIPTION

The Storm Water Department addresses all issues related to the operation and maintenance of the City's storm drain system, flood control, FEMA and floodplain issues and regulatory compliance and permitting for the National Pollutant Discharge Elimination System (NPDES) general discharge requirements for municipal discharges.

DEPARTMENT EXPENDITURES

STORM WATER
001-551

	2010-11 <u>Actual</u>	2011-12 <u>Actual</u>	2012-13 <u>Actual</u>	2013-14 <u>Estimate</u>	2013-14 <u>Budget</u>	2014-15 <u>Proposed</u>	Change From 2013-14 <u>Budget</u>	% Change From 2013-14 <u>Budget</u>
<u>OPERATING & MAINTENANCE</u>								
5401 Membership and Publications	0	0	0	0	0	600	600	+
5509 Maintenance/Repair	0	0	15,000	15,000	15,000	0	(15,000)	-100.0%
6011 Regulatory Compliance	600	4,852	1,000	6,000	6,000	6,000	0	0.0%
6012 Transfer to Other Funds	0	0	0	0	0	20,000	20,000	+
6201 Contract Services	137,771	141,891	135,000	135,000	135,000	135,000	0	0.0%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>	138,371	146,743	151,000	156,000	156,000	161,600	5,600	3.6%
 STORM WATER TOTAL:	 138,371	 146,743	 151,000	 156,000	 156,000	 161,600	 5,600	 3.6%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
5401 Memberships and Publications	\$ -	\$ -	\$ 600
5509 Repair/Maintenance	\$ 15,000	\$ 15,000	\$ -
6011 Regulatory Compliance	\$ 1,000	\$ 6,000	\$ 6,000
6012 Transfer to Other Funds	\$ -	\$ -	\$ 20,000
Transfer to CIP Project #101: Storm Drain Cleaning and Retrofit			
6201 Contract Services	\$ 135,000	\$ 135,000	\$ 135,000
Engineering work related to FEMA mapping and regulatory issues, Storm Water Management Plan (SWMP) permitting and implementation, and storm drain system evaluation.			

FUND: 001-GENERAL FUND

DEPARTMENT: 552/PARKS

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 129,597	\$ 207,787	\$ 204,372	\$ 119,000	\$ 241,800	\$ 222,400
Capital	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
Department Total	\$ 129,597	\$ 207,787	\$ 204,372	\$ 119,000	\$ 266,800	\$ 247,400

DEPARTMENT DESCRIPTION

Parks was consolidated into the General Fund in prior years. Service and Renovation relates to Zaca Creek Park, Oak Park, Riverview, Paws Park and the Golf Course.

DEPARTMENT EXPENDITURES

PARKS
001-552

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
<u>OPERATING & MAINTENANCE</u>								
5305 Equipment Rental	0	0	563	0	5,000	5,000	0	0.0%
5305-1 Small Equipment	0	0	1,276	0	3,000	3,000	0	0.0%
5501 Operational Supplies	0	0	0	2,000	8,800	8,800	0	0.0%
5502 Chemicals	0	0	0	1,000	5,000	1,000	(4,000)	-80.0%
5509 Maintenance/Repair-Riverview	14,439	15,736	47,067	15,000	70,000	30,000	(40,000)	-57.1%
5509-2 Maintenance/Repair-Oak Park	0	0	316	10,000	0	5,000	5,000	#DIV/0!
5509-4 Maintenance/Repair-Paws Park	0	0	0	0	0	6,000	6,000	#DIV/0!
5509-5 Maintenance/Repair-Ave of the Flags	0	0	0	0	0	5,000	5,000	#DIV/0!
5703 Utilities - Electric	7,523	7,815	9,784	1,000	7,500	7,500	0	0.0%
5704 Utilities - Water	38,861	34,552	38,244	10,000	46,000	46,000	0	0.0%
5820 Zaca Creek Park	4,310	46,634	6,851	0	0	0	0	-
5820 Golf Course Renovation-Park	0	14,076	30,040	0	0	0	0	-
6201 Contract Services - Park	64,464	88,974	70,231	80,000	96,500	105,100	8,600	8.9%
6202 Contract Services - Engineering	0	0	0	0	0	0	0	-
OPERATING & MAINTENANCE SUBTOTAL:	129,597	207,787	204,372	119,000	241,800	222,400	(19,400)	-9.5%
<u>CAPITAL</u>								
6507 Improvements	0	0	0	0	0	0	0	N/A
6508 Equipment	0	0	0	0	25,000	25,000	0	N/A
CAPITAL SUBTOTAL:	0	0	0	0	25,000	25,000	0	N/A
PARKS TOTAL:	129,597	207,787	204,372	119,000	266,800	247,400	(19,400)	-9.5%

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

		Actual	Budget	Budget
		2012-13	2013-14	2014-15
<u>Operating & Maintenance</u>				
5305	Equipment Rental	\$ 563	\$ 5,000	\$ 5,000
5305	Small Equipment	\$ 1,276	\$ 3,000	\$ 3,000
5501	Operational Supplies	\$ -	\$ 8,800	\$ 8,800
Trash bags/gog pot bags, soaps, toilet paper, cleaning supplies				
5502	Chemicals	\$ -	\$ 5,000	\$ 1,000
Pesticides, herbicides, graffitti remover				
5509	Maintenance/Repair	\$ 47,067	\$ 70,000	\$ 30,000
Irrigation, sidewalks, plants, restrooms, buildings, electrical, etc. Botanic Garden improvement.				
5509-2	Maintenance/Repair - Oak Park	\$ 316	\$ -	\$ 5,000
5509-4	Maintenance/Repair - Paws Park	\$ -	\$ -	\$ 6,000
5509-5	Maintenance/Repair - Ave of the Flags	\$ -	\$ -	\$ 5,000
5703	Utilities - Electric	\$ 9,784	\$ 7,500	\$ 7,500
Riverview and Oak Parks				
5704	Utilities - Water	\$ 38,244	\$ 46,000	\$ 46,000
Riverview and Oak Parks				
5820	Zaca Creek	\$ 6,851	\$ -	\$ -
5820	Golf Course Renovation	\$ 30,040	\$ -	\$ -
6201	Contract Services	\$ 70,231	\$ 96,500	\$ 105,100
Valley Crest (\$xx); Rafael Ruiz (\$xx); park maintenance support				
6202	Contact Services - Engineering	\$ -	\$ -	
<u>Capital</u>				
6507	Improvements	\$ -	\$ -	\$ -
6508	Equipment	\$ -	\$ 25,000	\$ 25,000

FUND: 001-GENERAL FUND**DEPARTMENT: 556/PUBLIC WORKS-LANDSCAPE MAINTENANCE**

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 91,384	\$ 103,045	\$ 114,400	\$ 100,500	\$ 114,400	\$ 85,400
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 91,384	\$ 103,045	\$ 114,400	\$ 100,500	\$ 114,400	\$ 85,400

DEPARTMENT DESCRIPTION

This department is part of the General fund and is for the maintenance of street frontage landscaping and other common areas under the jurisdiction of the City.

DEPARTMENT EXPENDITURES

PUBLIC WORKS-LANDSCAPE MAINTENANCE

001-556

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Budget</u>	<u>Proposed</u>	2013-14 <u>Budget</u>	From 2013-14 <u>Budget</u>
<u>OPERATING & MAINTENANCE</u>									
5509	Maintenance / Repair	1,500	4,977	2,500	1,000	2,500	2,500	0	0.0%
5703	Utilities - Electric	881	935	900	7,500	900	900	0	0.0%
5704	Utilities - Water	17,876	14,921	22,000	22,000	22,000	22,000	0	0.0%
6201	Contract Services	71,128	82,213	89,000	70,000	89,000	60,000	(29,000)	-32.6%
6202	Contract Services - Engineering	0	0	0		0	0	0	N/A
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>		91,384	103,045	114,400	100,500	114,400	85,400	(29,000)	-25.3%
 LANDSCAPE MAINTENANCE TOTAL:		 91,384	 103,045	 114,400	 100,500	 114,400	 85,400	 (29,000)	 -25.3%

FUND: 001-GENERAL FUND

DEPARTMENT: 556/PUBLIC WORKS-LANDSCAPE MAINTENANCE

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
5509 Maintenance / Repair	\$ 2,500	\$ 2,500	\$ 2,500
5703 Utilities - Electric	\$ 900	\$ 900	\$ 900
5704 Utilities - Water	\$ 22,000	\$ 22,000	\$ 22,000
6201 Contract Services	\$ 89,000	\$ 89,000	\$ 60,000
Valley Crest maintenance contract for common landscaped areas of the City. Ave of Flags medians and Highway 246.			
6202 Contract Services - Engineering	\$ -	\$ -	\$ -

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 267,269	\$ 302,951	\$ 278,382	\$ 195,500	\$ 306,036	\$ 319,201
Operating & Maintenance	\$ 105,684	\$ 134,134	\$ 34,837	\$ 90,050	\$ 100,600	\$ 87,600
Capital	\$ (3,248)	\$ 1,067	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 369,705	\$ 438,151	\$ 313,219	\$ 285,550	\$ 406,636	\$ 406,801

DEPARTMENT DESCRIPTION

The Planning Department encompasses current planning, long range planning, economic development, and code enforcement functions. Current planning is the processing of development applications, providing staff support for the Planning Commission, and providing planning information to the public at the counter and over the telephone. Long range planning consists of updates to the General Plan, and Zoning Ordinance amendments. Economic development activities include implementing the policies and programs of the Economic Development Element of the General Plan and being a member of the Economic Development Task Force. Code enforcement is the investigation of violations of the Municipal Code and associated abatement actions.

DEPARTMENT EXPENDITURES

COMMUNITY DEVELOPMENT - PLANNING

001-565

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>EMPLOYEE SERVICES</u>									
5001	Staff Salaries	173,945	196,784	177,830	115,000	194,180	204,516	10,336	5.3%
5002	Planning Commission Salaries	6,000	6,000	3,850	3,500	6,000	6,000	0	0.0%
5005	Intern Program	6,251	0	4,669	4,500	0	0	0	N/A
5005	Code Enforcement	0	9,039	0	15,000	7,176	9,200	2,024	28.2%
5100	Benefits	81,073	91,127	92,033	57,500	98,680	99,485	805	0.8%
EMPLOYEE SERVICES SUBTOTAL:		267,269	302,951	278,382	195,500	306,036	319,201	13,165	4.3%
<u>OPERATING & MAINTENANCE</u>									
5301	Office Supplies	1,743	2,852	805	1,000	2,000	2,000	0	0.0%
5305	Equipment Rental	5,187	6,583	6,477	5,500	5,000	5,000	0	0.0%
5306	Advertising - Legal	1,079	930	1,569	1,500	3,000	3,000	0	0.0%
5401	Membership & Publications	1,761	2,259	1,970	2,000	2,000	2,000	0	0.0%
5402	Travel & Training	4,823	4,332	3,290	2,500	5,000	5,000	0	0.0%
5509	Maintenance / Repair	51	42	0	1,000	1,000	1,000	0	0.0%
5603	Computer Maintenance & Software	1,468	2,457	1,915	3,600	3,500	3,500	0	0.0%
5701	Telephone	3,911	4,128	4,454	2,000	3,600	3,600	0	0.0%
5703	Utilities - Electric	2,062	2,473	2,864	2,500	2,500	2,500	0	0.0%
6016	Code Enforcement Expense	2,539	46	340	250	1,000	1,000	0	0.0%
6102	Bev Container Recycle Program	32,753	55,125	0	0	0	0	0	N/A
6201	Contract Services	31,771	44,976	10,000	60,000	63,000	50,000 (1)	(13,000)	-20.6%
6202	Contract Services - Engineering	15,123	10,160	6,330	8,000	8,000	8,000	0	0.0%
6301	Miscellaneous	1,413	(2,228)	(5,177)	200	1,000	1,000	0	0.0%
OPERATING & MAINTENANCE SUBTOTAL:		105,684	134,134	34,837	90,050	100,600	87,600	(13,000)	-12.9%
<u>CAPITAL</u>									
6504	Office Furniture	0	0	0	0	0	0	0	N/A
6505	Computer Equipment	(3,248)	1,067	0	0	0	0	0	N/A
6506	Office Equipment	0	0	0	0	0	0	0	N/A
CAPITAL SUBTOTAL:		(3,248)	1,067	0	0	0	0	0	N/A
PLANNING TOTAL:		369,705	438,151	313,219	285,550	406,636	406,801	165	0.0%

(1) Economic Development Consultant - Kosmont Companies: \$40,000
 Miscellaneous work on zoning and land use documents, including Housing Element: \$10,000

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

<u>Employee Services</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
Planning Director	0.90	1.00	1.00
Planning Commissioners (5)	5.00	5.00	5.00
Assistant Planner	1.00	1.00	1.00
Staff Assistant/ Planning Tech	0.70	0.45	0.45
Total	1,003.20	983.40	983.40
5001 Salaries	\$ 177,830	\$ 194,180	\$ 204,516
5002 Planning Commission Salaries	\$ 3,850	\$ 6,000	\$ 6,000
\$100 per month each for five Planning Commissioners			
5005 Intern Program	\$ 4,669	\$ -	\$ -
5005 Code Enforcement	\$ -	\$ 7,176	\$ 9,200
Part-Time Code Enforcement Officer			
5100 Benefits	\$ 92,033	\$ 98,680	\$ 99,485

Operating & Maintenance

5301	Office Supplies	\$ 805	\$ 2,000	\$ 2,000
5305	Equipment Rental	\$ 6,477	\$ 5,000	\$ 5,000
Monthly leasing expense for copier.				
5306	Advertising - Legal	\$ 1,569	\$ 3,000	\$ 3,000
5401	Membership & Publications	\$ 1,970	\$ 2,000	\$ 2,000
Professional and organization dues.				
5402	Travel & Training	\$ 3,290	\$ 5,000	\$ 5,000
Attendance at conferences and seminars for Planning Commission and staff.				
5509	Maintenance / Repair	\$ -	\$ 1,000	\$ 1,000
Copier and miscellaneous maintenance and repairs.				
5603	Computer Maintenance & Software	\$ 1,915	\$ 3,500	\$ 3,500
Maintenance and updates of existing computer software programs.				
5701	Telephone	\$ 4,454	\$ 3,600	\$ 3,600
5703	Utilities - Electric	\$ 2,864	\$ 2,500	\$ 2,500
6016	Code Enforcement Expense	\$ 340	\$ 1,000	\$ 1,000
6201	Contract Services	\$ 10,000	\$ 63,000	\$ 50,000
Economic Development consultant \$50,000				
6202	Contract Services - Engineering	\$ 6,330	\$ 8,000	\$ 8,000
GIS, CADD and mapping services.				
6301	Miscellaneous	\$ (5,177)	\$ 1,000	\$ 1,000

Capital

6504	Office Furniture	\$ -	\$ -	\$ -
Miscellaneous office furniture.				
6505	Computer Equipment	\$ -	\$ -	\$ -
Miscellaneous computer equipment and upgrades.				
6506	Office Equipment	\$ -	\$ -	\$ -



OTHER FUNDS

FUND: 005-WASTEWATER

DEPARTMENT: 701/WASTEWATER

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 233,436	\$ 245,595	\$ 264,862	\$ 272,630	\$ 272,515	\$ 294,315
Operating & Maintenance	\$ 587,452	\$ 526,346	\$ 564,000	\$ 798,700	\$1,198,400	\$ 874,000
Capital	\$ -	\$ -	\$ -	\$ 1,000	\$ 15,000	\$ 58,500
Department Total	\$ 820,888	\$ 771,941	\$ 828,862	\$1,072,330	\$1,485,915	\$1,226,815

DEPARTMENT DESCRIPTION

The Wastewater Fund is an enterprise fund that is used to account for all the financial activity associated with the operation of the City's sewer utility. The Wastewater Department is responsible for operating, maintaining, cleaning and repairing the sanitary sewer system and treatment plant, including lift stations and mains. The Department provides biological and chemical analysis required to evaluate and manage domestic and industrial waste. It also maintains plant process control and provides the database for performance reports required by regulatory agencies.

In accordance with Generally Accepted Accounting Principles, capital purchases are not budgeted as expenditures within this fund; rather, depreciation expense is recorded over each asset's useful life.

DEPARTMENT EXPENDITURES

WASTEWATER

005-701

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
EMPLOYEE SERVICES									
5001	Salaries	158,192	163,386	176,558	177,630	177,630	191,960	14,330	8.1%
5005	Hourly	0	0	0	0	0	0	0	0.0%
5100	Benefits	75,244	82,209	88,304	95,000	94,885	102,355	7,470	7.9%
EMPLOYEE SERVICES SUBTOTAL:		233,436	245,595	264,862	272,630	272,515	294,315	21,800	8.0%

OPERATING & MAINTENANCE

5201	Insurance - Liability	6,257	5,363	4,669	5,000	5,000	15,000	10,000	200.0%
5202	Insurance - Property	7,363	9,197	9,269	10,500	10,500	10,500	0	0.0%
5301	Office Supplies	3,455	1,888	1,720	2,300	2,300	2,300	0	0.0%
5303	Postage	4,275	4,685	5,137	5,000	5,000	5,000	0	0.0%
5401	Membership & Publications	256	269	0	400	400	500	100	25.0%
5402	Travel & Training	395	1,244	4,602	4,000	4,000	4,000	0	0.0%
5501	Operational Supplies	0	876	2,702	2,600	2,600	4,000	1,400	53.8%
5502	Chemicals / Analysis	55,082	46,688	24,690	30,000	50,000	30,000	(20,000)	-40.0%
5503	Tools	78	230	1,872	2,000	2,000	1,000	(1,000)	-50.0%
5504	Laundry - Uniforms	501	236	865	1,000	700	800	100	14.3%
5506	Fuel - Vehicles	4,898	7,352	7,409	7,000	7,000	6,000	(1,000)	-14.3%
5507	Maintenance - Vehicles	1,210	2,984	3,011	2,000	2,000	8,000	6,000	300.0%
5509	Maintenance / Repair	32,735	39,416	47,823	60,000	95,000	65,000	(30,000)	-31.6%
5510	Safety Equipment	481	750	848	2,000	2,000	2,000	0	0.0%
5601	Data Processing Contract Maintenance	900	900	900	1,300	1,300	1,300	0	0.0%
5603	Computer Maintenance & Software	86	223	971	1,000	1,000	1,000	0	0.0%
5701	Telephone	7,300	7,654	7,899	6,500	6,500	6,500	0	0.0%
5703	Utilities - Electric	93,254	99,364	103,524	100,000	95,000	130,000	35,000	36.8%
5704	Utilities - Water	14,724	11,253	12,777	13,000	13,000	13,000	0	0.0%
6004	Audit	7,219	5,438	6,777	7,100	7,100	7,100	0	0.0%
6007	Depreciation	165,662	174,089	170,913	175,000	175,000	175,000	0	0.0%
6011	Regulatory Compliance	10,860	13,163	14,272	20,000	20,000	20,000	0	0.0%
6012	Transfer to Other Funds	0	0	0	130,000	520,000	180,000	(340,000)	-65.4%
6201	Contract Services	163,782	87,134	111,558	175,000	150,000	130,000	(20,000)	-13.3%
6202	Contract Services - Engineering	4,435	3,565	18,810	35,000	35,000	55,000	20,000	57.1%
6301	Miscellaneous/Transfers	2,244	2,386	982	1,000	1,000	1,000	0	0.0%
OPERATING & MAINTENANCE SUBTOTAL:		587,452	526,346	564,000	798,700	1,213,400	874,000	(339,400)	-28.0%

WASTEWATER TOTAL:

+	820,888	771,941	828,862	1,071,330	1,485,915	1,168,315	(317,600)	-21.4%
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DEPARTMENT EXPENDITURES

WASTEWATER
005-701

BUDGET NOTE: Capital Items are included in the Depreciation Category

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
<u>CAPITAL</u>		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Budget</u>	<u>Proposed</u>	2013-14	From 2013-14
								<u>Budget</u>	<u>Budget</u>
6503	Vehicle Replacement	0	0	0	0	0	8,500	8,500	#DIV/0!
6507	Improvements	0	0	0	0	0	0	0	#DIV/0!
6508	Equipment	0	0	0	1,000	15,000	50,000	35,000	N/A
<u>CAPITAL TOTAL:</u>		0	0	0	1,000	15,000	58,500	43,500	290.0%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>		Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Employee Services</u>				
Finance Director		0.20	0.20	0.20
Accounting Technicians (2)		0.65	0.65	0.65
Public Works Director		0.30	0.30	0.30
Fieldmen (5)		1.50	1.50	1.50
Total		2.65	2.65	2.65
5001	Salaries	\$ 176,558	\$ 177,630	\$ 191,960
5005	Hourly	\$ -	\$ -	\$ -
5100	Benefits	\$ 88,304	\$ 94,885	\$ 102,355
<u>Operating & Maintenance</u>				
5201	Insurance - Liability	\$ 4,669	\$ 5,000	\$ 15,000
10% of the City's liability insurance; 80% is charged to the General Fund and 10% is charged to the Water Fund.				
5202	Insurance - Property	\$ 9,269	\$ 10,500	\$ 10,500
40% of the City's fire insurance costs; 20% is charged to the General Fund and 40% is charged to the Water Fund. Includes earthquake and flood insurance on City property.				
5301	Office Supplies	\$ 1,720	\$ 2,300	\$ 2,300
5303	Postage	\$ 5,137	\$ 5,000	\$ 5,000
5401	Membership & Publications	\$ -	\$ 400	\$ 500
Membership dues for the Association of California Water Agencies (ACWA), American Water Works Association (AWWA), Sanitation Agency Managers Association (SAMA) and Underground Service Alert (USA).				
5402	Travel & Training	\$ 4,602	\$ 4,000	\$ 4,000
Attendance at seminars and reimbursement for certification and license renewal fees.				
5501	Operational Supplies	\$ 2,702	\$ 2,600	\$ 4,000
5502	Chemical Analysis	\$ 24,690	\$ 50,000	\$ 30,000
5503	Tools	\$ 1,872	\$ 2,000	\$ 1,000

FUND: 005-WASTEWATER

DEPARTMENT: 701/WASTEWATER

5504	Laundry - Uniforms	\$ 865	\$ 700	\$ 800
33 1/3% of laundry and uniform service for the Wastewater Plant operators.				
5506	Fuel - Vehicles	\$ 7,409	\$ 7,000	\$ 6,000
5507	Maintenance - Vehicles	\$ 3,011	\$ 2,000	\$ 8,000
5509	Maintenance / Repair	\$ 47,823	\$ 95,000	\$ 65,000
5510	Safety Equipment	\$ 848	\$ 2,000	\$ 2,000
33 1/3 % of the cost for the Wastewater Plant operators.				
5601	Data Processing Contract Maintenance	\$ 900	\$ 1,300	\$ 1,300
50% of contract support for utility billing software.				
5603	Computer Maintenance & Software	\$ 971	\$ 1,000	\$ 1,000
5701	Telephone	\$ 7,899	\$ 6,500	\$ 6,500
5703	Utilities - Electric	\$ 103,524	\$ 95,000	\$ 130,000
5704	Utilities - Water	\$ 12,777	\$ 13,000	\$ 13,000
6004	Audit	\$ 6,777	\$ 7,100	\$ 7,100
33 1/3% of the cost.				
6007	Depreciation	\$ 170,913	\$ 175,000	\$ 175,000
Estimate for Fiscal Year 2013-14; includes the amortization of buildings, underground lines, automotive equipment and other equipment listed in the utility plant; excludes land.				
6011	Regulatory Compliance	\$ 14,272	\$ 20,000	\$ 20,000
Assembly Bill 2588, Santa Barbara Air Pollution Control Board and miscellaneous compliance costs.				
6012	Transfer to other funds			
	Transfer to CIP Fund 092 Project #702 (CCTV)	\$ -	\$ 30,000	\$ -
	Transfer to CIP Fund 092 Project #703 (WWTP & Lift Station)	\$ -	\$ 150,000	\$ -
	Transfer to CIP Fund 092 Project #704 (Sewer Line Replacement)	\$ -	\$ 100,000	\$ -
	Transfer to CIP Fund 092 Project #705 (Headworks WWTP)	\$ -	\$ 150,000	\$ -
	Transfer to CIP Fund 092 Project #311 (WWTP and Pump booster Reliability Project)	\$ -	\$ -	\$ -
	Transfer to CIP Fund 092 Project #305 (Facilities Improvements)	\$ -	\$ 60,000	\$ 100,000
	Transfer to CIP Project #203 (Fundware/Utility Billing Software Replacement)	\$ -	\$ -	\$ 50,000
	Transfer to General Fund for Overhead charges	\$ -	\$ 30,000	\$ 30,000
6201	Contract Services	\$ 111,558	\$ 150,000	\$ 130,000
Trash hauling, 33 1/3% of answering service, 33 1/3% of mapping service, 20% of janitorial services, engineering services and sludge removal.				
6202	Contract Services - Engineering	\$ 18,810	\$ 35,000	\$ 55,000
Engineering work related to state mandated industrial waste discharge program, wastewater treatment plant upgrades and Regional Water Quality Control Board (RWQCB) compliance and permitting.				
6301	Miscellaneous	\$ 982	\$ 1,000	\$ 1,000

FUND: 005-WASTEWATER

DEPARTMENT: 701/WASTEWATER

Capital

6503	Vehicle Replacement	\$	-	\$	-	\$	8,500
6507	Improvements	\$	-	\$	-	\$	-
Generator upgrade/lift station generator							
6508	Equipment	\$	-	\$	15,000	\$	50,000
Wastewater treatment plant equipment - Pump replacement.							

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ 233,430	\$ 246,421	\$ 272,440	\$ 220,000	\$ 281,370	\$ 223,129
Operating & Maintenance	\$ 1,368,414	\$ 1,453,036	\$ 1,443,005	\$ 1,785,250	\$ 1,898,350	\$ 2,627,100
Capital	\$ -	\$ -	\$ -	\$ 5,000	\$ 75,000	\$ 83,500
Department Total	\$ 1,601,843	\$ 1,699,456	\$ 1,715,445	\$ 2,010,250	\$ 2,254,720	\$ 2,933,729

DEPARTMENT DESCRIPTION

The Water Fund is an enterprise fund that is used to account for all the financial activity associated with the operation of the City's water utility. The Water Department is responsible for providing production, treatment and distribution of potable domestic water to all residential, commercial and industrial customers within the City as well as providing water for fire suppression. The Department maintains water quality control to meet all Health Department standards and regulation.

In accordance with Generally Accepted Accounting Principles, capital purchases are not budgeted as expenditures within this fund; rather, depreciation expense is recorded over each asset's useful life.

DEPARTMENT EXPENDITURES

WATER

020-601

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
EMPLOYEE SERVICES									
5001	Salaries	158,192	164,130	177,393	130,000	177,630	133,674	(43,956)	-24.7%
5005	Hourly	0	0	0	15,000	7,200	10,400	3,200	44.4%
5100	Benefits	75,238	82,291	95,047	75,000	96,540	79,055	(17,485)	-18.1%
EMPLOYEE SERVICES SUBTOTAL:		233,430	246,421	272,440	220,000	281,370	223,129	(58,241)	-20.7%
OPERATING & MAINTENANCE									
5201	Insurance - Liability	6,257	5,363	4,669	5,000	5,000	15,000	10,000	200.0%
5202	Insurance - Property	7,363	9,197	9,269	10,500	10,500	10,500	0	0.0%
5301	Office Supplies	3,574	1,827	1,674	3,000	3,300	2,000	(1,300)	-39.4%
5302	Printing	956	1,018	0	900	900	900	0	0.0%
5303	Postage	4,275	4,694	5,148	5,000	5,000	5,000	0	0.0%
5401	Membership & Publications	5,037	5,329	5,910	7,000	7,000	7,000	0	0.0%
5402	Travel & Training	4,382	2,046	3,122	5,000	5,000	5,000	0	0.0%
5501	Operational Supplies	0	524	369	450	450	5,000	4,550	1011.1%
5502	Chemicals / Analysis	38,387	31,158	39,446	35,000	35,000	40,000	5,000	14.3%
5503	Tools	109	561	442	1,000	900	1,500	600	66.7%
5504	Laundry - Uniforms	501	236	926	1,000	700	800	100	14.3%
5505	Meter Expense	1,385	7,776	0	0	5,700	6,000	300	5.3%
5506	Fuel - Vehicles	4,898	7,352	7,409	7,000	7,000	7,000	0	0.0%
5507	Maintenance - Vehicles	1,210	1,573	2,918	6,000	2,000	8,000	6,000	300.0%
5509	Maintenance / Repair	11,853	106,738	102,626	50,000	50,000	50,000	0	0.0%
5510	Safety Equipment	481	750	1,701	2,000	2,000	3,000	1,000	50.0%
5601	Data Processing Contract Maintenance	900	900	900	1,300	1,300	1,300	0	0.0%
5603	Computer Maintenance & Software	505	318	1,224	2,000	2,000	2,000	0	0.0%
5701	Telephone	10,614	10,844	10,990	7,000	10,000	10,000	0	0.0%
5703	Utilities - Electric	107,682	95,451	114,929	100,000	110,000	110,000	0	0.0%
6004	Audit	7,219	5,438	6,777	7,100	7,100	7,100	0	0.0%
6007	Depreciation	168,832	154,097	166,272	167,000	167,000	167,000	0	0.0%
6011	Regulatory Compliance	9,396	22,663	10,026	22,000	22,000	22,000	0	0.0%
6012	Transfer to Other Funds	0	0	0	290,000	390,000	940,000	550,000	141.0%
6013	State Water Project	946,204	947,268	903,438	1,000,000	1,000,000	1,040,000	40,000	4.0%
6014	Santa Ynez River Appropriations	4,980	4,356	7,817	8,000	6,300	9,000	2,700	42.9%
6201	Contract Services	16,877	18,696	30,509	30,000	30,000	75,000	45,000	150.0%
6202	Contract Services - Engineering	1,350	2,148	0	10,000	10,000	75,000	65,000	650.0%
6301	Miscellaneous	3,188	4,716	4,494	2,000	2,200	2,000	(200)	-9.1%
OPERATING & MAINTENANCE SUBTOTAL:		1,368,414	1,453,036	1,443,005	1,785,250	1,898,350	2,627,100	728,750	38.4%
WATER TOTAL:		1,601,843	1,699,456	1,715,445	2,005,250	2,179,720	2,850,229	670,509	30.8%

DEPARTMENT EXPENDITURES

WATER
020-601

BUDGET NOTE: Capital Items are included in the Depreciation Category

<u>CAPITAL</u>	2010-11 <u>Actual</u>	2011-12 <u>Actual</u>	2012-13 <u>Actual</u>	2013-14 <u>Estimate</u>	2013-14 <u>Budget</u>	2014-15 <u>Proposed</u>	Change From 2013-14 <u>Budget</u>	% Change From 2013-14 <u>Budget</u>
6503 Vehicle Replacement	0	0	0	0	0	8,500	8,500	-
6507 Improvements	0	0	0	0	0	0	0	-
6508 Equipment	0	0	0	5,000	75,000	75,000	0	0.0%
CAPITAL TOTAL:	0	0	0	5,000	75,000	83,500	8,500	11.3%

(1) Improvements includes water treatment plant improvements, buildings, filters, booster station and Clearscada software.

(2) Equipment includes sampling, sounding and generators.

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Employee Services</u>			
City Engineer	0.20	0.20	0.20
Public Works Director	0.30	0.30	0.30
Fieldmen (5)	1.50	1.50	1.50
Total	2.00	2.00	2.00
5001 Salaries	\$ 177,393	\$ 177,630	\$ 133,674
5005 Hourly	\$ -	\$ 7,200	\$ 10,400
5100 Benefits	\$ 95,047	\$ 96,540	\$ 79,055
<u>Operating & Maintenance</u>			
5201 Insurance - Liability	\$ 4,669	\$ 5,000	\$ 15,000
10% of the City's liability insurance; 80% is charged to the General Fund and 10% is charged to the Wastewater Fund.			
5202 Insurance - Property	\$ 9,269	\$ 10,500	\$ 10,500
40% of the City's fire insurance costs; 20% is charged to the General Fund and 40% is charged to the Wastewater Fund. Includes earthquake and flood insurance on City property.			
5301 Office Supplies	\$ 1,674	\$ 3,300	\$ 2,000
5302 Printing	\$ -	\$ 900	\$ 900
5303 Postage	\$ 5,148	\$ 5,000	\$ 5,000
5401 Membership & Publications	\$ 5,910	\$ 7,000	\$ 7,000
Membership dues for the Association of California Water Agencies (ACWA), American Water Works Association (AWWA), Cross Connection, Santa Barbara Water Purveyors Association and Underground Service Alert (USA).			
5402 Travel & Training	\$ 3,122	\$ 5,000	\$ 5,000
Attendance at seminars and reimbursement for Certification and License renewal fees.			
5501 Operational Supplies	\$ 369	\$ 450	\$ 5,000

FUND: 020-WATER

DEPARTMENT: 601/WATER

5502	Chemical Analysis	\$ 39,446	\$ 35,000	\$ 40,000
5503	Tools	\$ 442	\$ 900	\$ 1,500
5504	Laundry - Uniforms	\$ 926	\$ 700	\$ 800
33 1/3% of laundry and uniform service for the Water Department employees.				
5505	Meter Expense	\$ -	\$ 5,700	\$ 6,000
New and replacement meters. New meter expense is offset by meter installation revenue.				
5506	Fuel - Vehicles	\$ 7,409	\$ 7,000	\$ 7,000
5507	Maintenance - Vehicles	\$ 2,918	\$ 2,000	\$ 8,000
5509	Maintenance / Repair	\$ 102,626	\$ 50,000	\$ 50,000
5510	Safety Equipment	\$ 1,701	\$ 2,000	\$ 3,000
33 1/3 % of the cost for the Water Department employees.				
5601	Data Processing Contract Maintenance	\$ 900	\$ 1,300	\$ 1,300
50% of contract support for utility billing software.				
5603	Computer Maintenance & Software	\$ 1,224	\$ 2,000	\$ 2,000
5701	Telephone	\$ 10,990	\$ 10,000	\$ 10,000
5703	Utilities - Electric	\$ 114,929	\$ 110,000	\$ 110,000
6004	Audit	\$ 6,777	\$ 7,100	\$ 7,100
33 1/3% of the cost.				
6007	Depreciation	\$ 166,272	\$ 167,000	\$ 167,000
Estimate for Fiscal Year 2013-14; includes the amortization of buildings, underground lines, automotive equipment and other equipment listed in the utility plant; excludes land.				
6011	Regulatory Compliance	\$ 10,026	\$ 22,000	22,000
6012	Transfer to Other Funds			
	Transfer to CIP Fund Project #602 (Reservoirs 1 and 2)	\$ -	\$ 200,000	\$ 700,000
	Transfer to CIP Fund Project #603 (WTP Facilities)	\$ -	\$ 100,000	\$ 160,000
	Transfer to CIP Fund Project #604 (Scada Improvement Project)	\$ -	\$ 60,000	\$ -
	Transfer to CIP Fund Project #203 (Fund & Utility billing Software)	\$ -	\$ -	\$ 50,000
	Transfer to General Fund - Overhead for Projects	\$ -	\$ 30,000	\$ 30,000
6013	State Water Project	\$ 903,438	\$ 1,000,000	\$ 1,040,000
Covers both Central Coast Water Authority (CCWA) and Department of Water Resources (DWR) charges.				
6014	Santa Ynez River Appropriations	\$ 7,817	\$ 6,300	\$ 9,000
Annual groundwater charges.				
6201	Contract Services	\$ 30,509	\$ 30,000	\$ 75,000
Trash hauling, 33 1/3% of answering service, 33 1/3% of mapping service, 20% of janitorial services, engineering services, valve replacement and repainting of water treatment plant.				

FUND: 020-WATER

DEPARTMENT: 601/WATER

6202 Contract Services - Engineering	\$ -	\$ 10,000	\$ 75,000
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Rate and connection fee studies, water system modeling and atlas mapping.			
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6301 Miscellaneous	\$ 4,494	\$ 2,200	\$ 2,000
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Capital

6503 Vehicle Replacement	\$ -	\$ -	\$ 8,500
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6507 Improvements	\$ -	\$ -	\$ -
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Water treatment plant improvements, buildings, filters, booster station & Clearscada Software			
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6508 Equipment	\$ -	\$ 75,000	\$ 75,000
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Sampling, sounding and generators			
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FUND: 023-HOUSING**DEPARTMENT: 580/HOUSING**

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 604	\$ -	\$ 2,970	\$ 3,000	\$ 3,000	\$ 3,000
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 604	\$ -		\$ 3,000	\$ 3,000	\$ 3,000

DEPARTMENT DESCRIPTION

The funds received from this program may be used for anything associated with site development and development of low cost housing.

DEPARTMENT EXPENDITURES

**HOUSING
023-580**

<u>OPERATING & MAINTENANCE</u>		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Budget</u>	<u>Proposed</u>	2013-14	From 2013-14
								<u>Budget</u>	<u>Budget</u>
5818	Housing Assistance	604	0	0	0	0	0	0	N/A
5818	Mobile Home Repair	0	0	2,970	0	3,000	3,000	0	0.0%
6201	Contract Services	0	0	0	0	0	0	0	N/A
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>		604	0	2,970	0	3,000	3,000	0	0.0%
 HOUSING TOTAL:		604	0	2,970	0	3,000	3,000	0	0.0%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
5818 Housing Assistance	\$0	0	0
5818 Mobile Home Repair	\$2,970	3,000	3,000
<u>Mobile Home Repair \$3,000 thru Senior Center.</u>			
6201 Contract Services	0	0	0

FUND: 025-GAS TAX

**DEPARTMENT: 553/STREET MAINTENANCE
 554/TRAFFIC SAFETY
 555/STREET CLEANING
 557/ENGINEERING**

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 180,110	\$ 49,530	\$ 83,482	\$ 587,000	\$ 682,974	\$ 861,000
Capital	\$ 59,092	\$ 89,085	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 239,202	\$ 138,615	\$ 83,482	\$ 587,000	\$ 682,974	\$ 861,000

DEPARTMENT DESCRIPTION

The Gas Tax Fund is monies collected from gas taxes that are to be used for street construction, repair, maintenance, traffic signals and street cleaning.

DEPARTMENT EXPENDITURES

GAS TAX
025-55X

			2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
			Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
									Budget	Budget
<u>OPERATING & MAINTENANCE</u>										
553	6008	Annual Street Report	0	0	0	2,000	0	2,000	2,000	+
553	6012	Transfer to Other Funds	0	0	0	530,000	566,000	744,000	178,000	31.4%
553	6201	Contract Services	100,000	0	0	0	0	0	0	-
554	6201	Contract Services	44,460	23,793	23,218	5,000	38,991	30,000	(8,991)	-23.1%
555	6201	Contract Services	25,885	25,342	28,643	35,000	35,000	35,000	0	0.0%
557	6201	Contract Services	9,765	395	31,622	15,000	42,983	50,000	7,017	16.3%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>			180,110	49,530	83,482	587,000	682,974	861,000	178,026	26.1%
<u>CAPITAL</u>										
553	6507	Improvements	0	0	0	0	0	0	0	-
557	6507	Improvements	59,092	89,085	0	0	0	0	0	-
<u>CAPITAL SUBTOTAL:</u>			59,092	89,085	0	0	0	0	0	-
<u>GAS TAX TOTAL:</u>			239,202	138,615	83,482	587,000	682,974	861,000	178,026	26.1%

025-555-6201-000 = Street Sweeping

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

		Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>				
553	6008 Street Report	\$0	0	2,000
553	6012 Transfer to other funds			
	Transfer to CIP Fund Project #310 (Road Maintenance 14/15)	\$ -	\$ -	\$ 300,000
	Transfer to CIP Fund Project #302 (Road Maintenance 13/14)	\$ -	\$ 285,000	\$ 275,000
	Transfer to CIP Fund Project #202 Buellton Town Center Driveway	\$ -	\$ -	\$ 114,000
	McMurray Road Widening/TS Project #307	\$ -	\$ 25,000	\$ 25,000
	Operating Transfer to the General Fund - Traffic Studies		\$ 26,000	\$ -
	Operating Transfer to the General Fund for Overhead Costs	\$ -	\$ 30,000	\$ 30,000
554	6201 Contract Services	\$ 23,218	\$ 38,991	\$ 30,000
	Traffic safety studies.			
555	6201 Contract Services	\$ 28,643	\$ 35,000	\$ 35,000
	Street cleaning expenditures.			
557	6201 Contract Services	\$ 31,622	\$ 42,983	\$ 50,000
	Engineering services for street operational improvements.			

Capital

See Fund 92

FUND: 027-LOCAL TRANSPORTATION

DEPARTMENT: 559/TDA GRANT

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 24,037	\$ 71,373	\$ 76,575	\$ 101,650	\$ 146,650	\$ 126,100
Capital	\$ -	\$ -	\$ -	\$ 101,650	\$ -	\$ -
Department Total	\$ 24,037	\$ 71,373	\$ 76,575	\$ 203,300	\$ 146,650	\$ 126,100

DEPARTMENT DESCRIPTION

Local Transportation Funds are used for transportation services for the citizens of Buellton. After all unmet needs are satisfied, the funds may be used for street construction, repair and maintenance.

DEPARTMENT EXPENDITURES

LOCAL TRANSPORTATION

027-559

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>OPERATING & MAINTENANCE</u>									
6201	Contract Services	0	0	15,759	0	15,000	25,000	10,000	66.7%
6202	Contract Services - Eng	4,038	51,373	39,716	0	30,000	0	(30,000)	-100.0%
6212	Lompoc-Wine Country Express	20,000	20,000	20,000	20,000	20,000	20,000	0	0.0%
6212	SYVT Dial-A-Ride Subsidy	0	0	1,100	1,650	1,650	1,100	(550)	-33.3%
6212	Breeze Extension Pilot	0	0	0	80,000	80,000	80,000	0	0.0%
OPERATING & MAINTENANCE SUBTOTAL:		24,037	71,373	76,575	101,650	146,650	126,100	(20,550)	-14.0%
<u>CAPITAL</u>									
6507	Improvements	0	0	0	0	0	0	0	0.0%
CAPITAL SUBTOTAL:		0	0	0	0	0	0	0	0.0%
LOCAL TRANSPORTATION TOTAL:		24,037	71,373	76,575	101,650	146,650	126,100	(20,550)	-14.0%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>		Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>				
6201	Contract Services	\$ 15,759	\$ 15,000	\$ 25,000
	North Park & Ride design/permitting			
6202	Contract Svc-Eng	\$ 39,716	\$ 30,000	\$ -
	Phase 3 for Hwy 246 and Sycamore crossing concept			
6212	Lompoc-SYV Transit Project	\$ 20,000	\$ 20,000	\$ 20,000
	Wine Country Express			
6212	SYVT Dial-A-Ride Subsidy	\$ 1,100	\$ 1,650	\$ 1,100
6212	Breeze Extension Pilot	\$ -	\$ 80,000	\$ 80,000
<u>Capital</u>				
6507	Improvements See Fund 92			

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ 49,400	\$ 45,213	\$ 41,655	\$ 35,000	\$ 25,000	\$ 45,000
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 49,400	\$ 45,213	\$ 41,655	\$ 35,000	\$ 25,000	\$ 45,000

DEPARTMENT DESCRIPTION

Transportation Planning funds are to be used for services related to compliance with annual reporting requirements of Santa Barbara County Association of Governments and the California Department of Transportation.

DEPARTMENT EXPENDITURES

TRANSPORTATION PLANNING
029-557

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed	Change From 2013-14 Budget	% Change From 2013-14 Budget
<u>OPERATING & MAINTENANCE</u>								
6201 Contract Services	49,400	45,213	41,655	35,000	25,000	45,000	20,000	80.0%
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>	49,400	45,213	41,655	35,000	25,000	45,000	20,000	80.0%
TRANSPORTATION PLANNING TOTAL:	49,400	45,213	41,655	35,000	25,000	45,000	20,000	80.0%

EXPENDITURE DETAIL NARRATIVE

<u>FISCAL YEAR 2014-15</u>	Actual 2012-13	Budget 2013-14	Budget 2014-15
<u>Operating & Maintenance</u>			
6201 Contract Services	\$ 35,000	\$ 25,000	\$ 45,000

Transportation and transit coordination/planning/Caltrans

DEPARTMENT SUMMARY	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2013-14 Budget	2014-15 Proposed
Employee Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating & Maintenance	\$ -	\$ -	\$ -	\$ 585,589	\$ 610,589	\$ 807,397
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ -	\$ -	\$ -	\$ 585,589	\$ 610,589	\$ 807,397

DEPARTMENT DESCRIPTION

In November 2008, the voters of Santa Barbara County passed Measure A, which will continue the 1/2 cent sales tax authorized by Measure D. Measure A will become effective on April 1, 2010, remaining in effect for 30 years, with an expiration date of March 31, 2040.

DEPARTMENT EXPENDITURES

MEASURE A
031-560

		2010-11	2011-12	2012-13	2013-14	2013-14	2014-15	Change From	% Change
		Actual	Actual	Actual	Estimate	Budget	Proposed	2013-14	From 2013-14
								Budget	Budget
<u>OPERATING & MAINTENANCE</u>									
6012	Transfer to Other Funds	0	0	0	585,589	610,589	807,397	196,808	32.2%
6201	Contract Services/Ballot Initiative	0	0	0	0	0	0	0	-
<u>OPERATING & MAINTENANCE SUBTOTAL:</u>		<u>0</u>	<u>0</u>	<u>0</u>	<u>585,589</u>	<u>610,589</u>	<u>807,397</u>	<u>196,808</u>	<u>32.2%</u>
<u>CAPITAL</u>									
6507	Improvements	0	0	0	0	0	0	0	-
<u>CAPITAL SUBTOTAL:</u>		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>-</u>
<u>MEASURE A TOTAL:</u>		<u>0</u>	<u>0</u>	<u>0</u>	<u>585,589</u>	<u>610,589</u>	<u>807,397</u>	<u>196,808</u>	<u>32.2%</u>

EXPENDITURE DETAIL NARRATIVE

FISCAL YEAR 2014-15

Actual
2012-13

Budget
2013-14

Budget
2014-15

Operating & Maintenance

6012 Transfer to Other Funds

Transfer to CIP Fund #308 (No Ave of the Flags)	\$ -	\$ 274,989	\$ 15,000
Transfer to CIP Fund #302 (Road Maintenance 13/14)	\$ -	\$ 280,600	\$ 350,600
Transfer to CIP Fund #310 (Road Maintenance 14/15)	\$ -	\$ -	\$ 311,797
Transfer to CIP Fund #306 (Highway 246/Sycamore Pedestrian Crossing)	\$ -	\$ 25,000	\$ 100,000
Transfer to General Fund for Overhead charges	\$ -	\$ 30,000	\$ 30,000

6201 Contract Services

\$ - \$ - \$ -

2014-15 Road Maintenance Project.

Capital

6507 Improvements

See Fund 92