



# CITY OF BUELLTON

## CITY COUNCIL AGENDA

**Regular Meeting of November 8, 2012 at 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.

### **CALL TO ORDER**

Mayor Holly Sierra

### **PLEDGE OF ALLEGIANCE**

Council Member Judith Dale

### **ROLL CALL**

Council Members Ed Andrisek, John Connolly, Judith Dale, Vice Mayor Dave King, and Mayor Holly Sierra

### **REORDERING OF AGENDA**

### **PUBLIC COMMENTS**

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

### **CONSENT CALENDAR**

**(ACTION)**

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 Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.

- 1. Minutes of October 25, 2012 Regular City Council Meeting**
- 2. List of Claims to be Approved/Ratified for Payment to Date for Fiscal Year 2012-13**
- 3. Acceptance of the 2011/2012 Road Maintenance Project**  
❖ (Staff Contact: Public Works Director Hess)
- 4. Acceptance of the LED Flashing School Crossing Signs Safety Project**  
❖ (Staff Contact: Public Works Director Hess)

### **PRESENTATIONS**

**PUBLIC HEARINGS****(POSSIBLE ACTION)**

5. **Ordinance No. 12-02 - “An Ordinance of the City Council of the City of Buellton, California, Approving a Specific Plan Amendment (12-SP-01) for the Village Specific Plan, Located on Assessor’s Parcel Number 137-090-045 and Making Findings in Support Thereof” (Introduction and First Reading)**  
 ❖ *The Specific Plan Amendment relates to phasing changes to the commercial and senior housing aspects of the project (Staff Contact: Planning Director Bierdzinski)*
6. **Ordinance No. 12-03 - “An Ordinance of the City Council of the City of Buellton, California, Adding a Nuisance Noise Section to Chapter 8.04 of the Municipal Code” (Introduction and First Reading)**  
 ❖ *(Staff Contact: Planning Director Bierdzinski)*

**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. **Discussion Regarding Possible Funding for a Presentation by Peter Kageyama, “For the Love of Cities”**  
 ❖ *(Staff Contact: City Manager Kunkel)*
8. **Recordation of the Village Tract Map 31052**  
 ❖ *(Staff Contact: Public Works Director Hess)*

**CITY MANAGER’S REPORT****CLOSED SESSION ITEMS****(POSSIBLE ACTION)**

9. **The City Council will conduct a Closed Session pursuant to California Government Code Section 54957 concerning the following:**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION – CONTRACT REVIEW**

Title: City Manager

**ADJOURNMENT**

The next meeting of the City Council will be held on Thursday, December 13, 2012 at 6:00 p.m.

# CITY OF BUELLTON

**CITY COUNCIL MEETING MINUTES**  
**Regular Meeting of October 25, 2012**  
**City Council Chambers, 140 West Highway 246**  
**Buellton, California**

## **CALL TO ORDER**

Mayor Holly Sierra called the meeting to order at 6:00 p.m.

## **PLEDGE OF ALLEGIANCE**

Council Member John Connolly led the Pledge of Allegiance

## **ROLL CALL**

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

**Staff:** City Manager John Kunkel, City Attorney Ralph Hanson, Planning Director Marc Bierdzinski, Public Works Director Rose Hess, Deputy City Engineer Jeff Edwards, Finance Director Annette Muñoz, Station Commander Lt. Brad McVay and City Clerk Linda Reid

## **REORDERING OF AGENDA**

None

## **PUBLIC COMMENTS**

None

## **CONSENT CALENDAR**

- 1. Minutes of October 11, 2012 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2012-13**

### **MOTION:**

Motion by Council Member Andrisek, seconded by Vice Mayor King, approving Items 1 and 2 of the consent calendar as listed.

### **VOTE:**

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

**PRESENTATIONS**

None

**PUBLIC HEARINGS**

None

**COUNCIL MEMBER COMMENTS**

Mayor Sierra thanked City staff, Rudy Henderson, and Rosemary Hrehor for coordinating the community's donations for Veterans Stand Down 2012 held October 13 in Santa Maria.

Mayor Sierra announced that October 23-31 is National Red Ribbon Week, which promotes drug free youth and read an announcement regarding the City of Buellton's support for Red Ribbon Week and passed out Red Ribbon pins and cards to all Council Members.

Mayor Sierra provided the Council with a letter from Noah Weitz requesting written letters of support from Council Members regarding Noah's work on the informational kiosk at the Botanic Garden. The letters will help Noah in applying for various scholarships that recognize community service.

Mayor Sierra announced the Highway 246 Streetscape project ribbon cutting is scheduled for Wednesday, October 31 at 11:00 a.m. in front of the City Hall monument sign.

**COUNCIL ITEMS**

Mayor Sierra requested that staff order a plaque honoring Lompoc Library Director, Molly Gerald who is retiring at the end of October. Council agreed by consensus to have staff order a plaque for presentation to Ms. Gerald on November 3.

Council Member Andrisek requested the dollar amount spent on the Highway 246 slurry seal. Public Works Director Hess stated the slurry seal cost was \$100,222, which was paid for by a grant through the Measure A Regional Fund.

**WRITTEN COMMUNICATIONS**

None

**COMMITTEE REPORTS**

Mayor Sierra announced that she attended the Central Coast Water Authority Board Meeting and provided an oral report regarding the meeting.

Mayor Sierra announced that she attended the Santa Barbara County Association of Governments and the Air Pollution Control District Board Meetings and provided oral reports regarding the meetings.

**BUSINESS ITEMS****3. Presentation from PG&E on Utility Service and Street Lighting**

John Shoals, Senior Government Relations Representative from Pacific Gas and Electric (PG&E) presented information regarding street lighting and other aspects of PG&E operations and answered questions from the Council.

The City Council discussed the following issues:

- Directing new street lighting downward and the brightness level of the lights
- Turning lights off a couple of days a week to save energy
- LED lighting and using motion sensors on the lights to reduce usage
- Staff sending John Shoals' contact information to all Council Members

**4. Discussion Regarding Traffic Openings at Buellton Town Center****RECOMMENDATION:**

That the City Council direct staff to work with the property owners to secure an agreement for the construction of openings A and B and authorize the loan of \$113,066.03 to the property owners for the construction of the openings.

**STAFF REPORT:**

City Manager Kunkel presented the staff report.

**DOCUMENTS:**

Staff report with attachments (Maps and photos)

**SPEAKERS/DISCUSSION:**

Mayor Sierra read a letter into the record from Patti Wicks, owner of Pattibakes, who announced her support for the traffic opening.

The City Council discussed their support for the traffic openings between Albertsons and the neighboring business to the east.

**MOTION:**

Motion by Vice Mayor King, seconded by Council Member Connolly directing staff to work with the property owners to secure an agreement for the construction of openings A and B and authorize the loan of \$113,066.03 to the property owners for the construction of the openings.

**VOTE:**

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

Steve Lykken of Steve's Wheel and Tire, thanked staff and the City Council for approving the traffic opening between Albertsons and the neighboring businesses to the east as the proposed project has been on the table many times but never approved and he stated that all property owners and the community will benefit from this improvement.

**5. Consideration of a Request to Waive Reimbursement of Legal Fees - Buellton Self Storage LP v. Norman Williams, City of Buellton, et al. -- Santa Barbara Superior Court Case No.1375366**

**RECOMMENDATION:**

That the City Council direct staff as to the reimbursement of any or all legal fees.

**STAFF REPORT:**

City Attorney Hanson presented the staff report.

**DOCUMENTS:**

Staff report with attachment (E-mail between Mark Mulkerin to Mark Edwards)

**SPEAKERS/DISCUSSION:**

Mark Edwards, provided a handout for the record and requested waiver of legal fees regarding the above referenced item.

The City Council discussed the following issues:

- The City Council requested time to review the handout provided by Mr. Edwards and that this item be tabled to a future meeting.

**DIRECTION:**

The City Council agreed by consensus to table this item to a future meeting that is convenient for all Council Members.

**6. Discussion Regarding Patio Cover at Zaca Creek Golf Course – Rejection of Bid and Possible Alternatives**

**RECOMMENDATION:**

That the City Council reject the bid received and authorize the City Manager to purchase tables, chairs, umbrellas to be placed in the patio area and install screening in the same area of the Golf Course in an amount not to exceed \$5,000.

**STAFF REPORT:**

City Manager Kunkel presented the staff report.

**SPEAKERS/DISCUSSION:**

Lenne Grant, Buellton, requested that Council provide some shade at the Golf Course for the people using the Golf Course.

**MOTION:**

Motion by Council Member Dale, seconded by Vice Mayor King directing staff to reject the bid received for the patio cover.

**VOTE:**

Motion passed by a voice vote of 5-0.

The City Council discussed the following issues:

- Purchasing tables, chairs, and umbrellas for the Golf Course
- Installing a patio cover
- Having the Golf Course lessee contract to have a patio cover built in an amount not to exceed \$20,000
- The engineering drawings prepared by MNS Engineering

**MOTION:**

Motion by Council Member Dale, seconded by Vice Mayor King to have the City Manager work with Golf Course Manager Mike Brown to have a patio cover built in an amount not to exceed \$20,000.

**VOTE:**

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

**CITY MANAGER'S REPORT**

City Manager Kunkel announced that staff is participating in the Chamber's Halloween Trick or Treat event on Wednesday, October 31 from 3:00 to 5:00 p.m. and stated that staff is dressing up as characters from the Wizard of Oz.

Mr. Kunkel announced that he and Council Member Andrisek will miss the next Council Meeting because they will be attending the California Joint Powers Insurance Authority (CJPIA)'s Annual Risk Management Conference in San Francisco.

Mr. Kunkel announced that staff is working on the plaque for the Golf Course that honors the Bazzi family and it should be finished in five to six weeks.

**CLOSED SESSION ITEMS**

7. **The City Council will conduct a Closed Session pursuant to California Government Code Section 54957 concerning the following:**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION – CONTRACT REVIEW**

Title: City Manager

The City Council met in closed session to discuss the City Manager's performance evaluation and continued the closed session to the meeting of December 13, 2012. There was no reportable action taken.

**ADJOURNMENT**

Mayor Sierra adjourned the regular meeting at 8:58 p.m. The next regular meeting of the City Council is scheduled for Thursday, November 8, 2012 at 6:00 p.m.

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Holly Sierra  
Mayor

ATTEST:

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Linda Reid  
City Clerk

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

The following is a list of claims to be ratified and approved for payment by the City Council at the **November 8, 2012** Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		\$	<u>281,435.47</u>
EXHIBIT B		\$	<u>2,533.13</u>
COUNCIL	10/26/12	\$	2,311.29
PAYROLL	10/31/12	\$	40,520.90
<b>TOTAL AMOUNT OF CLAIMS:</b>		\$	<b><u>326,800.79</u></b>

	<u>FY 2011-12</u>	<u>FY 2012-13</u>
The total amount of claims and demands paid by the City for the Fiscal Year through October 31, 2012	\$ 2,923,919.36	\$ 3,058,172.16

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

Check-Run	Seq#	Date	Vendor Name	Checking # Obls	Discount	Net amount	Status
27097-	537	1 10/25/2012	0 SANTA BARBARA FLYERS	1	.00	500.00	Logged
27098-	537	2 10/25/2012	0 ATTERDAG VILLAGE OF SOLVANG	1	.00	1,440.10	Logged
27099-	537	3 10/25/2012	0 ARTHRITIS FOUNDATION INC	1	.00	5,100.00	Logged
27100-	537	4 10/25/2012	27 AQUA BEN CORPORATION	1	.00	766.10	Logged
27101-	537	5 10/25/2012	28 ARAMARK UNIFORM SERVICES	1	.00	423.95	Logged
27102-	537	6 10/25/2012	43 BARBARA KNECHT	1	.00	1,062.93	Logged
27103-	537	7 10/25/2012	62 BUELLTON MEDICAL CENTER	1	.00	416.00	Logged
27104-	537	8 10/25/2012	65 BURKE, WILLIAMS & SORENSEN, LL	3	.00	10,068.50	Logged
27105-	537	9 10/25/2012	76 CAL-COAST IRRIGATION, INC.	1	.00	114.73	Logged
27106-	537	10 10/25/2012	83 CSD ENGINEERING	1	.00	212.00	Logged
27107-	537	11 10/25/2012	90 CALPERS LONG-TERM CARE PROGRAM	1	.00	84.25	Logged
27108-	537	12 10/25/2012	107 CITY OF LOMPOC	1	.00	1,666.66	Logged
27109-	537	13 10/25/2012	118 COASTAL COPY, LP	1	.00	346.31	Logged
27110-	537	14 10/25/2012	119 CRAIG ADAMS	1	.00	50.00	Logged
27111-	537	15 10/25/2012	132 SB CO ANIMAL SVCS, HEALTH & RE	1	.00	7,867.25	Logged
27112-	537	16 10/25/2012	193 FIRST NATIONAL BANK OF OMAHA	7	.00	10,042.27	Logged
27113-	537	17 10/25/2012	197 FOODBANK OF SB COUNTY	1	.00	5,000.00	Logged
27114-	537	18 10/25/2012	199 FOSTER D. REIF	1	.00	50.00	Logged
27115-	537	19 10/25/2012	203 GARY BROWN dba	1	.00	368.00	Logged
27116-	537	20 10/25/2012	242 JASON L. FUSSEL	1	.00	50.00	Logged
27117-	537	21 10/25/2012	255 JOE MEEHAN	1	.00	115.99	Logged
27118-	537	22 10/25/2012	268 KEVIN WOLFFCALE	1	.00	112.55	Logged
27119-	537	23 10/25/2012	303 ART MERCADO	1	.00	50.00	Logged
27120-	537	24 10/25/2012	310 MARBORG INDUSTRIES	1	.00	53.77	Logged
27121-	537	25 10/25/2012	326 MNS ENGINEERS, INC.	9	.00	27,180.00	Logged
27122-	537	26 10/25/2012	327 MONIOT ELECTRIC, INC.	1	.00	90.00	Logged
27123-	537	27 10/25/2012	342 NIELSEN BUILDING MATERIALS, INC	1	.00	11.60	Logged
27124-	537	28 10/25/2012	352 P G & E	1	.00	25,483.37	Logged
27125-	537	29 10/25/2012	372 PETTY CASH	1	.00	194.11	Logged
27126-	537	30 10/25/2012	380 PRAXAIR DISTRIBUTION, INC.	1	.00	119.25	Logged
27127-	537	31 10/25/2012	382 PROCARE JANITORIAL SUPPLY, INC	2	.00	398.46	Logged
27128-	537	32 10/25/2012	391 QUALITY CODE PUBLISHING, LLC	1	.00	1,983.52	Logged
27129-	537	33 10/25/2012	395 RAFAEL RUIZ CLEANING	4	.00	5,080.00	Logged
27130-	537	34 10/25/2012	401 TRI-POINT PRODUCTS, INC. dba	1	.00	28.90	Logged
27131-	537	35 10/25/2012	426 SAN LUIS PAPER CO.	1	.00	137.94	Logged
27132-	537	36 10/25/2012	427 SB CO APCD	1	.00	395.00	Logged
27133-	537	37 10/25/2012	450 SB CO SHERIFF'S DEPARTMENT	3	.00	139,363.37	Logged
27134-	537	38 10/25/2012	489 STEVE'S WHEEL & TIRE	1	.00	1,620.53	Logged
27135-	537	39 10/25/2012	529 TRANSFIRST	1	.00	359.21	Logged
27136-	537	40 10/25/2012	554 VENCO WESTERN, INC.	2	.00	5,729.53	Logged
27137-	537	41 10/25/2012	556 VERIZON WIRELESS	1	.00	254.73	Logged
27138-	537	42 10/25/2012	570 WAYNE KREPS, JR. dba	1	.00	53.06	Logged
27139-	537	43 10/25/2012	582 VINTAGE WALK, LLC OWNERS ASSOC	1	.00	104.00	Logged
27140-	537	44 10/25/2012	589 GERALD T. WITCHER	1	.00	50.00	Logged
27141-	537	45 10/25/2012	598 ENGEL & GRAY, INC.	1	.00	4,015.59	Logged
27142-	537	46 10/25/2012	641 GREATLAND CORPORATION	1	.00	91.74	Logged
27143-	537	47 10/25/2012	655 COAST NETWORX, INC.	1	.00	142.50	Logged
27144-	537	48 10/25/2012	661 AQUA-METRIC SALES, CO.	1	.00	1,632.42	Logged
27145-	537	49 10/25/2012	669 HYDREX PEST CONTROL	1	.00	210.00	Logged
27146-	537	50 10/25/2012	677 WALLACE GROUP	1	.00	6,574.89	Logged
27147-	537	51 10/25/2012	681 STATEWIDE SAFEY & SIGNS, INC.	1	.00	2,389.14	Logged
27148-	537	52 10/25/2012	686 CALIFORNIA CHAMBER OF COMMERCE	1	.00	47.62	Logged
27149-	537	53 10/25/2012	706 SATCOM GLOBAL, INC.	1	.00	42.44	Logged

Check-Run	Seq#	Date	Vendor Name	Checking	# Objs	Discount	Net amount	Status
27150-	537	54	10/25/2012	707 FLEX ONE - AFLAC	1	.00	91.00	Logged
27151-	537	55	10/25/2012	713 COASTAL COPY, LP	1	.00	483.80	Logged
27152-	537	56	10/25/2012	718 AUTOSYS, INC.	2	.00	1,146.47	Logged
27153-	537	57	10/25/2012	728 KIMBERLEY LECLAIRE dba	1	.00	69.00	Logged
27154-	537	58	10/25/2012	763 RIO VISTA CHEVROLET, INC.	1	.00	246.45	Logged
27155-	537	59	10/25/2012	768 WRIGHT EXPRESS FINANCIAL SVC C	1	.00	2,433.23	Logged
27156-	537	60	10/25/2012	769 GLOBAL TREAT, INC.	1	.00	267.00	Logged
27157-	537	61	10/25/2012	772 LNI CUSTOM MANUFACTURING	1	.00	2,326.20	Logged
27158-	537	62	10/25/2012	773 ACECO EQUIPMENT RENTALS & SALE	1	.00	2,009.54	Logged
27159-	537	63	10/25/2012	11142 CHRISTOPHE MILLNER	1	.00	497.00	Logged
27160-	537	64	10/25/2012	11170 DONELLE MARTIN	1	.00	400.00	Logged
27161-	537	65	10/25/2012	11236 GARY GENE JOHNSON dba	1	.00	312.00	Logged
27162-	537	66	10/25/2012	11244 HERMILA SANCHEZ	1	.00	280.00	Logged
27163-	537	67	10/25/2012	11292 JOSHUA A. GRANT	1	.00	143.50	Logged
27164-	537	68	10/25/2012	11300 KAREN PALMER	1	.00	45.50	Logged
27165-	537	69	10/25/2012	11321 LAURA COGAN	1	.00	105.00	Logged
27166-	537	70	10/25/2012	11342 MARIAH KORTE	1	.00	94.50	Logged
27167-	537	71	10/25/2012	11343 MARIANNE MADSEN	1	.00	216.00	Logged
27168-	537	72	10/25/2012	11476 STEPHEN F. DUNLAP	1	.00	231.00	Logged
27169-	537	73	10/25/2012	11491 THOMAS CHAMBERLAIN	1	.00	168.00	Logged
27170-	537	74	10/25/2012	11525 VICTORIA L. BENNETT	1	.00	126.00	Logged
						.00		
** Total check discount **						.00		
** Total check amount **						281,435.47		
						.00		

Payments via Electronic Fund Transfer (EFT):

FSA-Staff	10/16/12	712.33
Hasler Postage	10/19/12	1,600.00
Payroll Taxes	10/29/12	120.80
FSA-Council	10/29/12	100.00
<b>Total</b>		<hr/> <b>\$ 2,533.13</b>

**FISCAL YEAR 2012-13 REVENUE AND EXPENDITURE RECAP**

As of September 30, 2012  
25.0%  
of the year elapsed

<u>GENERAL FUND</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$4,296,365.00	\$560,767.39	13%
Total Expenditures	\$5,017,791.00	\$1,135,092.47	23%

<u>SPECIAL FUNDS</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$501,419.00	\$61,930.27	12%
Total Expenditures	\$1,164,304.00	\$282,770.61	24%

<u>WATER/SEWER</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$2,051,250.00	\$592,605.33	29%
Total Expenditures	\$2,698,458.00	\$581,570.01	22%

The Revenue Status Report and Expenditure Status Report are available for your review.

**The Cash Balances as of October 31, 2012 are as follows:**

	Balance as of:	<u>FY 2011-12</u>	<u>FY 2012-13</u>
<b>Checking</b>			
Rabobank	10/31/12	209,943.02	83,537.03
<b>Total Checking</b>		<u>209,943.02</u>	<u>83,537.03</u>
<b>Savings/Investments</b>			
LAIF-savings	9/30/12	12,567,361.98	12,203,409.04
Rabobank-money mkt	9/30/12	202,318.87	203,202.20
Morgan Stanley-bonds	9/30/12	125,000.00	377,688.13
Great Pacific-treasuries	9/30/12	499,193.93	503,055.00
First Empire-bonds	9/30/12	3,235,248.26	3,247,596.79
<b>Total Savings/Investments</b>		<u>16,629,123.04</u>	<u>16,534,951.16</u>
% of cash invested		24.12%	26.06%
<b>Total Cash</b>		<u><u>16,839,066.06</u></u>	<u><u>16,618,488.19</u></u>

Note: General Fund includes Storm Water, Parks and Rec and Landscape Maintenance

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

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director/City Engineer

Meeting Date: November 8, 2012

Subject: Acceptance of the 2011/2012 Road Maintenance Project

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**BACKGROUND**

On July 26, 2012, the City Council awarded a contract to Rockwood General Contractor in the amount of \$250,717.72 for the 2011/2012 Road Maintenance Slurry Seal Project. The project was completed in October 2012. This includes the slurry seal of Highway 246 between Industrial Way and Avenue of Flags. 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 \$270,718.77. Funding for the construction of the project was allocated from Measure A Regional and Measure A Local Funds and General Fund.

**RECOMMENDATION**

That the City Council accept the 2011/2012 Road Maintenance Project and instruct the City Manager to file the attached Notice of Completion.

**ATTACHMENT**

Attachment 1 - Notice of Completion

**NOTICE OF COMPLETION**

Notice is hereby given that:

- 1. The undersigned is the owner or corporate officer of the interest or estate hereinafter described:
- 2. The full name of the owner is: City of Buellton
- 3. The full address of the owner is: 107 West Highway 246  
P.O. Box 1819  
Buellton, California 93427
- 4. The nature of the interest or estate of the owner is "in fee"
- 5. A work of improvement on the property hereinafter was completed on October 15, 2012. The work done was slurry seal, localized ac repair/replacement and restriping in the Meadowridge neighborhood and Highway 246 between Industrial Way and Avenue of Flags, within the city limits of the City of Buellton.
- 6. The name of the contractor, if any, for such work of improvement was Rockwood General Contractor.
- 7. The property on which said work of improvement was completed is in the City of Buellton, County of Santa Barbara, State of California, and is described as various streets within the city limits of the City of Buellton.

Dated: \_\_\_\_\_  
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 \_\_\_\_\_, 2012, 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: JHK  
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director/City Engineer

Meeting Date: November 8, 2012

Subject: Acceptance of the LED Flashing School Crossing Signs Safety Project

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**BACKGROUND**

On July 26, 2012, the City Council awarded a contract to Statewide Traffic Safety & Signs in the amount of \$23,891.39 for the LED Flashing School Crossing Sign Safety Project. The project was completed in September 2012. The project upgraded the existing school crossing signs on Highway 246 at Sycamore Drive and La Lata Drive to push button activated LED flashing signs. Staff has inspected the installation 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 \$27,331. Funding for the project was provided through the North County Measure A Safe Routes to School Grant.

**RECOMMENDATION**

That the City Council accept the LED Flashing School Crossing Sign Safety Project and instruct the City Manager to file the attached Notice of Completion.

**ATTACHMENT**

Attachment 1 - Notice of Completion

**NOTICE OF COMPLETION**

Notice is hereby given that:

1. The undersigned is the owner or corporate officer of the interest or estate hereinafter described:
2. The full name of the owner is: City of Buellton
3. The full address of the owner is: 107 West Highway 246  
P.O. Box 1819  
Buellton, California 93427
4. The nature of the interest or estate of the owner is "in fee"
5. A work of improvement on the property hereinafter was completed on September 15, 2012. The work done was installation of LED School Crossing Signs on Highway 246 at Sycamore Drive and La Lata Drive, within the city limits of the City of Buellton.
6. The name of the contractor, if any, for such work of improvement was Statewide Traffic Safety and Signs.
7. The property on which said work of improvement was completed is in the City of Buellton, County of Santa Barbara, State of California, and is described as various streets within the city limits of the City of Buellton.

Dated: \_\_\_\_\_  
\_\_\_\_\_ City Clerk

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**VERIFICATION**

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

Executed on \_\_\_\_\_, 2012, at \_\_\_\_\_,  
(Date of Signature) (City where signed)  
California.

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Rose M. Hess  
Public Works Director/City Engineer

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

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

To: The Honorable Mayor and City Council

From: Planning Commission  
By: Marc Bierdzinski, Planning Director

Meeting Date: November 8, 2012

Subject: Ordinance No. 12-02 – “An Ordinance of the City Council of the City of Buellton, California, Approving a Specific Plan Amendment (12-SP-01) for the Village Specific Plan, Located on Assessor’s Parcel Number 137-090-045 and Making Findings in Support Thereof” (Introduction and First Reading)

---

**BACKGROUND**

The Village Specific Plan was adopted by the City Council on September 27, 2007. The Specific Plan contained various sections on land uses, infrastructure, development standards, and phasing.

On August 28, 2012, the applicant submitted a request to amend the Phasing section of the Village Specific Plan. The requested Specific Plan Amendment is provided as Exhibit A to attached Ordinance No. 12-02. Attachment 1 is the complete Village Specific Plan.

The proposed amendment would completely replace “Section V.B Phasing” with the wording and exhibits contained in Exhibit A to Ordinance No. 12-02. Staff has reviewed the proposed amendment and is able to support the request.

The proposed changes relate to the following phasing items:

- Modifying the timing of the infrastructure construction so that either the retail or hotel portion only constructs those improvements necessary to support the particular use moving forward. In the current economy, asking either the retail portion or the hotel portion to complete all of the improvements is not cost effective for either use. The City will have complete public improvement plans for all of the required improvements along with a surety to guarantee the construction of the improvements. The proposed phasing change only allows each to use to construct their portion of these improvements, but all improvements are still a requirement of the developer. In other words, the City will still have the necessary leverage in place for completion of all public improvements.

- The current Specific Plan does not permit residential projects to move forward until the commercial projects reach certain milestones. The proposed amendment makes an exception for senior housing projects. Staff feels that the community supports senior housing and that this type of project should be able to move forward independent of the retail component of the Specific Plan.

The Planning Commission reviewed the proposed amendment at a public hearing on October 4, 2012. Resolution No. 12-04 (see Attachment 2) was adopted, which recommends that the City Council adopt the proposed specific plan amendment. The Planning Commission made some minor changes to the amendment wording as noted in Resolution No. 12-04.

### **ENVIRONMENTAL REVIEW**

The proposed amendment is adequately addressed in the prior environmental document (Addendum EIR) prepared for the Village Specific Plan. No further environmental review is required.

### **FISCAL IMPACT**

No fiscal impacts are anticipated as a result of the proposed specific plan amendment.

### **RECOMMENDATION**

That the City Council consider the introduction and first reading of Ordinance No. 12-02 – “An Ordinance of the City Council of the City of Buellton, California, Approving a Specific Plan Amendment (12-SP-01) for the Village Specific Plan, Located on Assessor’s Parcel Number 137-090-045 and Making Findings in Support Thereof” by title only and waive further reading.

### **ATTACHMENTS**

Ordinance No. 12-02 with Exhibit A (Amendment to the Village Specific Plan)  
Attachment 1 – Village Specific Plan  
Attachment 2 – Planning Commission Resolution No. 12-04

## ORDINANCE NO. 12-02

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, APPROVING A SPECIFIC PLAN AMENDMENT (12-SP-01) FOR THE VILLAGE SPECIFIC PLAN LOCATED ON ASSESSOR'S PARCEL NO. 137-090-045, AND MAKING FINDINGS IN SUPPORT THEREOF

**THE CITY COUNCIL OF THE CITY OF BUELLTON DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** The Village Specific Plan was approved on September 27, 2007, by City Council Ordinance No. 07-07.

**SECTION 2:** John Franklin (hereinafter referred to as the "Applicant"), has filed an application requesting approval of an amendment to the adopted Specific Plan requesting changes to the phasing requirements of the commercial portions of the project along with allowing senior housing to move forward independent of the commercial aspects of the project.

**SECTION 3:** All proceedings having been duly taken as required by law, and upon review of the information provided in the staff report, consideration of the testimony given at the public hearing, as well as other pertinent information, the City Council finds the following:

- A. Record.** Prior to rendering a decision on any aspect of the Project, the City Council considered the following:
1. All public testimony, both written and oral, received in conjunction with the public hearing conducted by the Planning Commission on October 4, 2012 ("Planning Commission Public Hearing").
  2. All oral, written and visual materials presented by City staff in conjunction with the Planning Commission Public Hearing.
  3. All public testimony, both written and oral, received in conjunction with the public hearing conducted by the City Council on November 8, 2012 ("City Council Public Hearing").
  4. All oral, written and visual materials presented by City staff in conjunction with the City Council Public Hearings.
  5. The following informational documents which, by this reference, are incorporated herein.
    - a. The written report submitted by the Planning Department dated November 8, 2012.
    - b. The Village Specific Plan dated September 27, 2007.

- B. Public Review.** On the basis of evidence hereinafter listed, all administrative procedures and public participation requirements prescribed in the Buellton Zoning Ordinance have been lawfully satisfied:
1. A notice concerning this matter was published in a newspaper of general circulation on September 20, 2012, a minimum of ten (10) days in advance of the Planning Commission Public Hearing.
  2. The Planning Commission Public Notice was mailed to the Applicant, affected public agencies, persons owning property within 300 feet of the Project site and others known to be interested in the matter on September 20, 2012, a minimum of ten (10) days in advance of the Planning Commission Public Hearing.
  3. The Public Notice and Agenda for the Planning Commission Public Hearing were posted in three conspicuous public places a minimum of 10 days before the Planning Commission Public Hearing.
  4. A notice of public hearing was published in a newspaper of general circulation on October 25, 2012 (the “Public Notice”), a minimum of ten (10) days in advance of the City Council Public Hearing.
  5. The Public Notice was mailed to the Applicant, affected public agencies, persons owning property within 300 feet of the Project site and others known to be interested in the matter on October 25, 2012, a minimum of ten (10) days in advance of the City Council Public Hearing.
  6. The Public Notice and Agenda for the Public Hearing were posted in three conspicuous public places a minimum of 10 days before the City Council Public Hearing.
- C. Environmental Clearance.** The proposed amendment is adequately addressed in the prior environmental document (Addendum EIR) prepared for the Village Specific Plan. No further environmental review is required.
- D. Consistency Declarations.** Based on (i) the evidence presented in the Staff Report (incorporated herein by reference), (ii) consultations with affected City Departments, and (iii) testimony and comments received in connection with the Planning Commission and City Council Public Hearings, the City Council does hereby declare as follows:
1. **Specific Plan Adoption.**
    - a. **Findings:**
      - i. The form and substance of the Specific Plan Amendment, as well as the process used in its preparation and adoption, are consistent with the requirements set forth in the Buellton Municipal Code (Section 19.08.140).

- ii. The Specific Plan Amendment is in conformance with all applicable policies and implementation programs set forth in the 2025 Buellton General Plan.
- iii. The Specific Plan Amendment will not be detrimental to the health, safety, comfort, convenience, property values and general welfare of the community based on the development standards set forth in the Village Specific Plan and with the incorporation of the mitigation measures from the AEIR (both not being changed by the Specific Plan Amendment).
- iv. The Specific Plan Amendment will not adversely affect such necessary community services, including traffic circulation, sewage disposal, fire protection, police protection and water supply based on the development standards set forth in the Village Specific Plan and with the incorporation of the mitigation measures from the AEIR (both not being changed by the Specific Plan Amendment).

**SECTION 4:** Based upon the forgoing findings, facts and conclusions, including, but not limited to, the review of the information provided in the Staff Report, consideration of the testimony given at the City Council Public Hearing, as well as other pertinent information, the City Council hereby adopts amendments to the Village Specific Plan as noted in Exhibit A to the Ordinance.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of December, 2012.

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Holly Sierra  
Mayor

ATTEST:

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Linda Reid  
City Clerk

The Village Specific Plan  
Amendment No. 1  
Adopted \_\_\_\_\_  
Ordinance No. \_\_\_\_\_

The Village Specific Plan was adopted by the Buellton City Council on September 27, 2007, Ordinance No. 07-07.

As a result of current difficult economic and development conditions, to reduce the initial financing burden for hotel and commercial development, and to provide additional flexibility and development incentive for the planning and construction phasing of the Village Specific Plan area for commercial (retail/office), hotel, and senior housing uses, the Phasing section of the Village Specific Plan (Section V.B.-Phasing) is deleted and replaced with the following Section V.B.-Phasing.

## **V. Processing and Phasing**

### **B. Phasing**

The Specific Plan area is planned to be developed using the following phasing parameters:

Phase 1 – Construction of off-site improvements, loop road and associated backbone infrastructure:

The off-site improvements, loop road, and associated backbone infrastructure for the hotel and commercial areas of the Specific Plan may be developed independent of each other or may be developed concurrently. If the hotel area (Lot 1) is developed independently and prior to the commercial area (Lot 3), the improvements to McMurray Road, Highway 246 and Valley Vineyard Circle shall be as generally shown on Exhibit 1 (Lot 1 – Hotel Phase Public Improvements). If the commercial area (Lot 3) is developed independently and prior to the hotel area (Lot 1), the improvements to McMurray Road, Highway 246 and Valley Vineyard Circle shall be as generally shown on Exhibit 2 (Lot 3 – Commercial Phase Public Improvements). If the hotel and commercial areas are developed concurrently, the improvements to McMurray Road, Highway 246 and Valley Vineyard Circle shall be as generally shown on the combined Exhibits 1 and 2.

Exhibits 1 and 2 depict the general limits and nature of the Phase 1 improvements required. No hotel or commercial area Phase 1 improvements shall be constructed until the required improvement plans have been prepared and approved by the City Engineer/Public Works Director in accordance with City requirements. Rough grading shall be phased in conjunction with the off-site improvements, and shall include only those area(s) necessary to convey historic stormwater run-off that is interrupted by the phased improvements to an approved point of discharge.

Phase 2 – Development of the hotel or commercial areas and central park:

The Final Development Plan for the hotel or commercial area and the central park shall be submitted within five months after the approval of the associated hotel or commercial area Phase 1 improvement plans. A complete building permit application for either the hotel or commercial area and central park shall be submitted within six months of City approval of the Final Development Plan. Construction of either the hotel or commercial area and central park shall begin within two months of building permit

issuance. For either the hotel or commercial areas, the Phase 2 development may be processed concurrently with Phase 1.

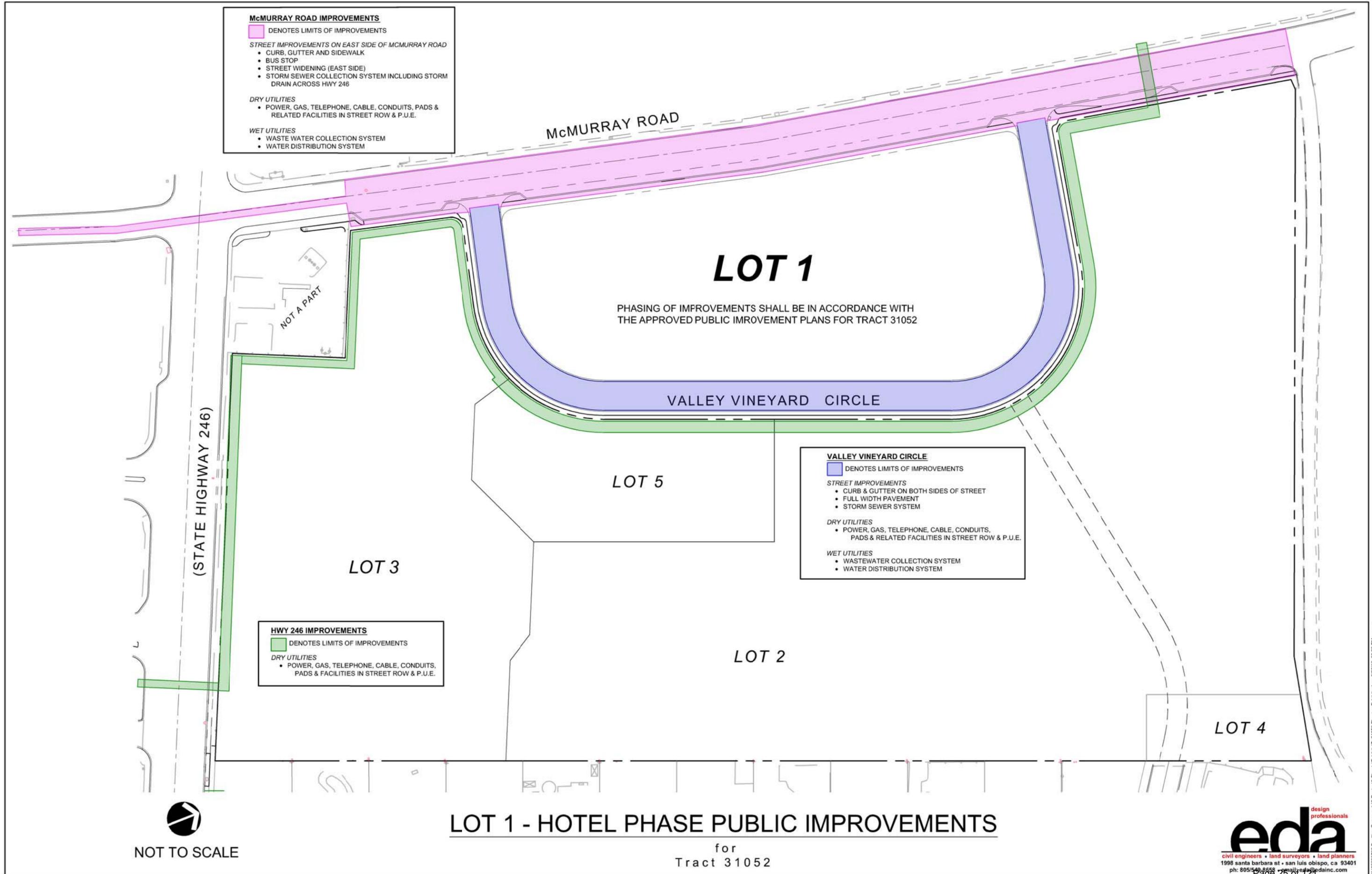
Phase 3 – Development of the residential and pocket park areas:

Final Development Plans cannot be approved for a residential project until a Final Development Plan has been approved for either the hotel or commercial area. Building permits for a residential project cannot be issued until building permits obtained and foundations poured for either the hotel or commercial area.

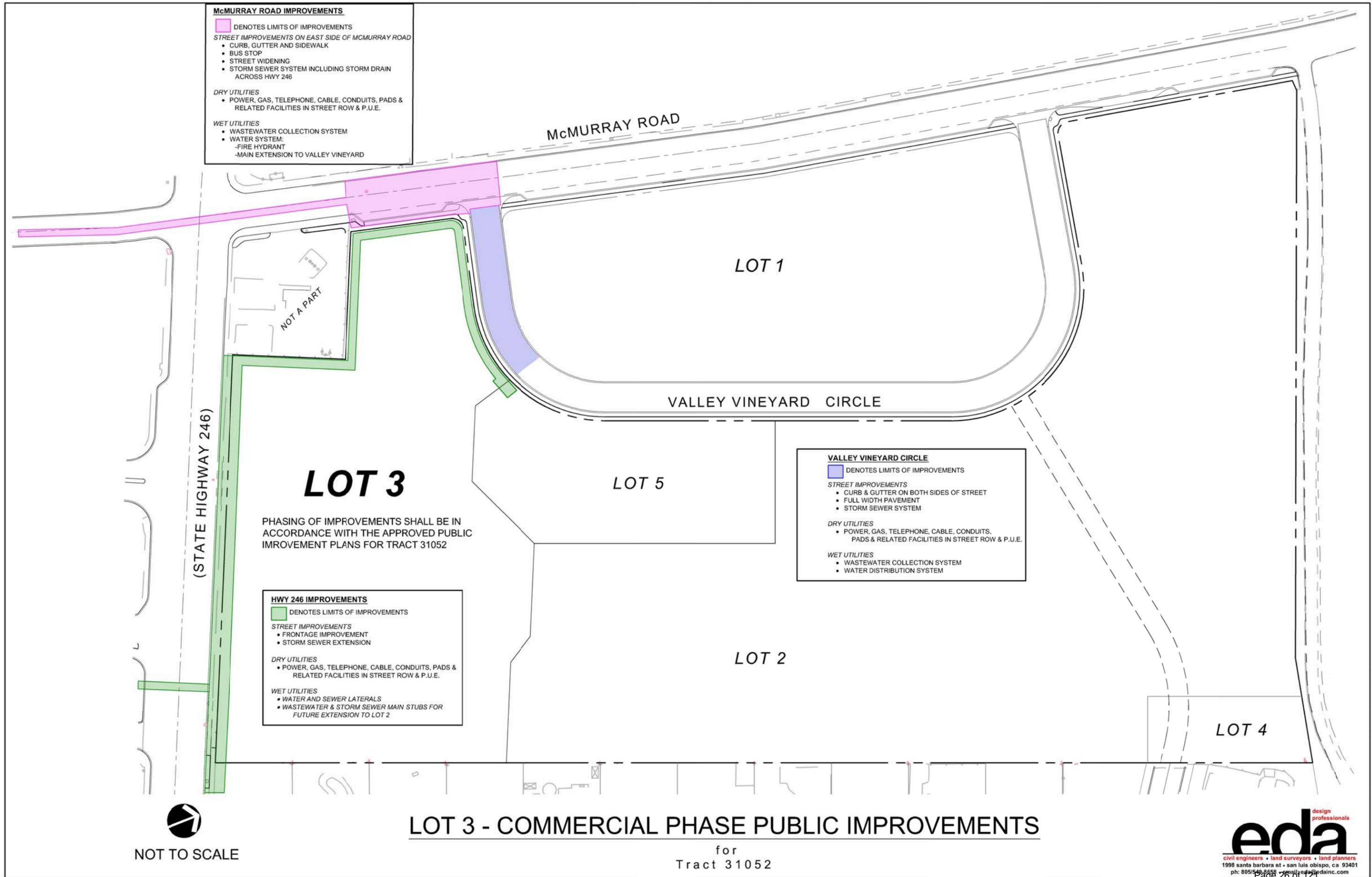
Senior Residential Housing Exception: Development plans for senior residential housing projects may be approved concurrent with or after Phase 1. Building permits for senior residential housing projects may be issued any time after the Phase 1 improvements shown on Exhibit 1 (Lot 1 – Hotel Phase Public Improvements) are completed sufficient for the independent development of the senior residential housing project. If the development of the central park has not begun as part of Phase 2 then it shall be designed and completed as part of the senior residential housing project.

Pocket park plans shall be developed and approved concurrently with the first residential project development plans adjacent to the pocket park. Construction of the pocket park shall be complete prior to the first residential certificate of occupancy adjacent to the pocket park.

# EXHIBIT 1



# EXHIBIT 2

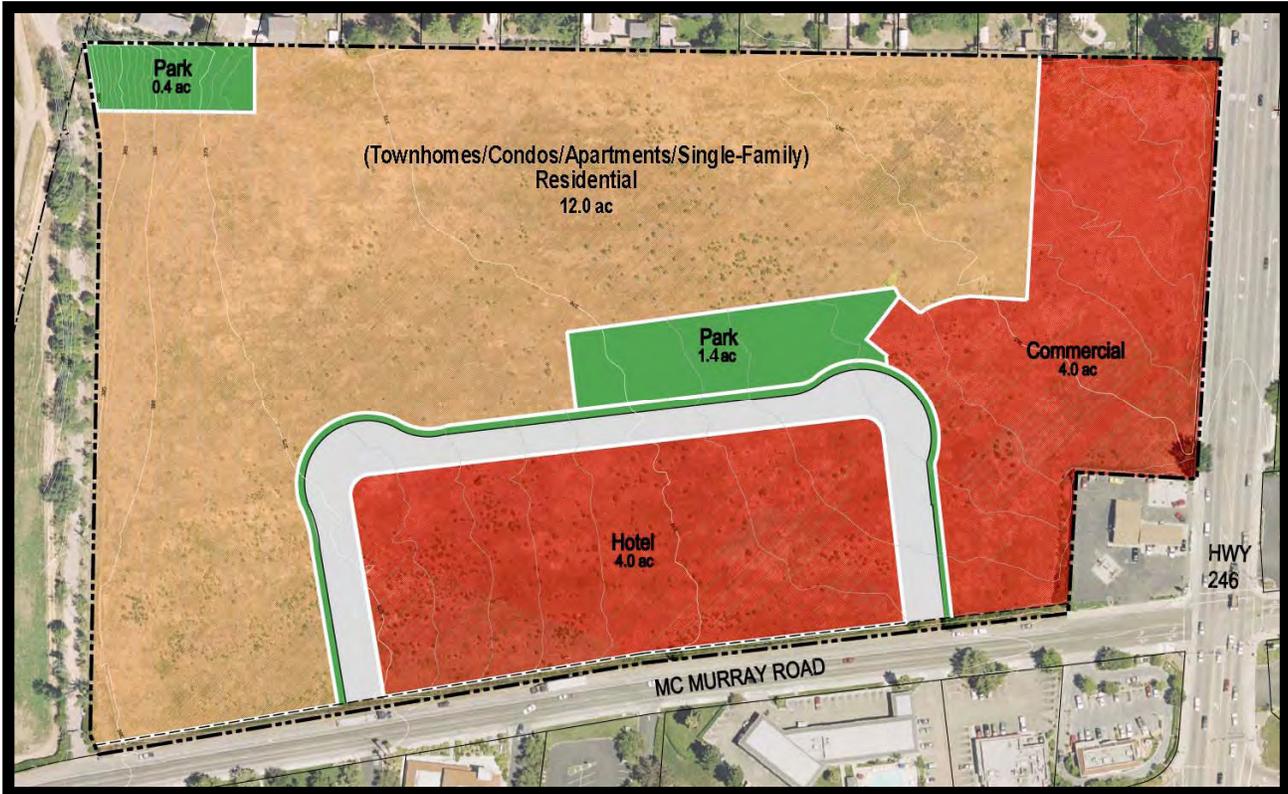


  
NOT TO SCALE

## LOT 3 - COMMERCIAL PHASE PUBLIC IMPROVEMENTS

for  
Tract 31052

K:\2020\700 Dublin\_Crossroads\3-Design\3-Sheets\Exhibit 2 - 31052 Phasing Exhibit.dwg 8/27/22 03:21 PM amy



***THE VILLAGE SPECIFIC PLAN***

Adopted September 27, 2007

Ordinance No. 07-07

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# **I. GENERAL**

## **A. Introduction**

A Specific Plan is a planning document for a particular parcel or group of parcels that provides a more detailed and site-specific level of planning than is customarily found in a General Plan. The purpose of Specific Plan is to refine and implement the General Plan and Community Plan for a parcel of group of parcels in order to specifically guide future development. State of California Government Code Section 65451 establishes the minimum requirements for the preparation, contents and adoption of Specific Plans. A Specific Plan may be prepared by a planning agency or individual but must be adopted in the same manner as a General Plan. Since a Specific Plan is a planning tool to implement the General Plan, it must be found to be consistent with the General Plan. In January of 2001 the City Council of the City of Buellton adopted Ordinance No. 00-07, which established procedures for the adoption of Specific Plans.

The Village Specific Plan (the Specific Plan) applies to the property at the northeast quadrant of the Mc Murray Road and Highway 246 intersection, (APN 137-090-045). In conformance with the requirements of the Government Code the Village Specific Plan is a document which:

- Establishes the type and general location of land uses for the property including open spaces;
- Describes the means of providing necessary public services to support the future uses;
- Identifies on-site resources and constraints;
- Establishes standards to guide future development on the site;
- Provides a phasing plan for implementation of the Specific Plan; and
- Documents the consistency of the Specific Plan with the existing General Plan and Community Design Guidelines.

Once adopted by the City, the Specific Plan will have a role in the planning process that is identical to the General Plan. It does not provide approval of a precise project but will be used to guide future development and to evaluate future project proposals. It gives the City, project applicants and the public a framework for understanding what and how development should occur on the subject property.

## **B. Site Description and Surrounding Use**

The property that is the subject of this Specific Plan (“the site”) is located in the northeast quadrant of east Highway 246 and McMurray Road, Assessor’s Parcel Number 137-090-045. The site is 23.86 acres in size and is bounded by McMurray Road to the west and Highway 246 to the south (see Figure 1). To the east lies a single-family residential neighborhood. The northeast corner of the McMurray Road and Highway 246 intersection is not a part of the site. This parcel is a 24,416 square foot commercial site currently occupied by a gas station.

The property is designated *Specific Plan* on the adopted General Plan land use map and zoned CR-SP (General Commercial-Specific Plan) (see Figure 2). The surrounding property land uses and zoning are as follows:

Hilltop driveway to a ranch zoned CR 2.14 acre site to the North

Highway 246 shopping center; zoned CR, 10 acre site to the South

Thumbelina Subdivision 13 single-family dwellings zoned RS-10 to the East

McMurray Road six parcels zoned CR to the West.

The site is currently undeveloped.

The topography is fairly flat with a gentle slope from the southeast up to the northwest corner. Elevations on the project site range from a maximum of 392.1 at the north property line, which drops to 377.4 for a majority of the north portion of the site then down to 363.9 at the south area flanking Highway 246. These numbers indicate a vertical drop 13.5 feet in approximately 1500 horizontal feet. The site drainage is toward the south. See Figure 3 for topographic information.

### **C. Overview of Existing Plans and Policies**

#### **The General Plan**

As required by state law the General Plan serves as a “community’s blueprint for the use and development of land within its planning area.” The City of Buellton General Plan identifies and designates types and locations of land uses, and creates an overall set of policies to guide development within the City. The General Plan is comprised of the following elements:

Land Use – 2005

Housing – 2004

Circulation – 2005

Conservation - 2007

Open Space - 2007

Safety - 2007

Noise - 2007

Economic Development - 2007

Public Safety - 2007

Parks and Recreation - 2007

Each element of the General Plan contains goals, policies and programs concerning that element which the Specific Plan shall incorporate.

### **D. Goals and Key Issues**

The overall goal of this Specific Plan is to enhance the orderly development of the community and meet some of the identified community needs by intelligently planning for a mix of land uses. The objectives are as follows:

1. To plan for land uses that will enhance the City of Buellton by accommodating the needs of the community, expanding the tax base, and providing jobs and housing.
2. To provide a mix of uses that will not only relate to each other but also to adjacent land uses and depend on each other harmonious and synergistic manner.
3. To create a site plan that provides a logical layout and integration of the various uses in order to avoid land use conflicts, to facilitate ease of interaction between uses, and to accommodate the competing needs of the pedestrian and vehicular traffic.
4. To establish uniform standards for development on the site to ensure that future development occurs in a manner that is representative of good planning and is cohesive with the site.
5. To propose measures which minimize any negative impacts that may result from development of the site.
6. To enhance and support the City's long-range transportation goals.
7. To provide a mixture of housing types that support the urgent need for more affordable housing options for the diversifying population of the City of Buellton.
8. To cultivate quality architecture and landscape design that enhances the rural community environment.
9. To establish a well connected pedestrian-oriented development that provides opportunities to access the prominently placed park and commercial village with safe and convenient paths from the residential neighborhoods in the plan area and surrounding areas.
10. To ensure that buildings are well designed and complement the quality and character of architecture as described in the City of Buellton's Community Design Guidelines.
11. To create a unique inviting commercial village that acts as a draw both locally and regionally with a hotel use, while complementing and not competing with the existing uses in downtown Buellton off of Avenue of Flags.
12. To design the plan area to fit efficiently into the site and create a smooth transition to the Thumbelina neighborhood along the eastern edge.

In fulfilling the goals and objectives of the Specific Plan, there are many issues that the Specific Plan must address. Key among these are:

- a) the aesthetic impacts of a large scale urban development,
- b) the successful integration of the pedestrian into the site plan,
- c) the provision of adequate vehicular circulation and parking while providing safe and pleasant circulation opportunities for the pedestrian and bicyclist,
- d) the impact on adjacent intersections and roadways from the increased traffic volumes,
- e) the enhancement of alternative transportation in the area,
- f) the integration of the proposed uses with surrounding uses,
- g) reducing the impact of noise, traffic, and visual disturbance upon the surrounding residential development.

The types of land uses proposed and the overall site planning addresses the majority of the key issues of the Specific Plan. Where the land-use plan does not fulfill this objective, then specific programs, development standards and guidelines are proposed.

## **II. LAND USE**

### **A. Introduction and Overview**

The Land Use section of this Specific Plan describes the land use plan for the site. It will include a discussion of the types of land uses, their location and size, the uses permitted, and any standards that are specific to the land use plan. The description of and standards for specific issue areas of the Specific Plan, such as circulation, architecture, utilities etc., are presented in Sections III and IV of this document.

In adopting the City of Buellton General Plan, the City designated this site for General Commercial use, subject to a Specific Plan. The General Plan's goals for commercial development include providing expanded retail shopping options along Highway 246, pedestrian access to these commercial developments, parking that is screened from view, and some office uses may be provided in these areas, and adherence to the adopted Community Design Guidelines (November 2005). The Specific Plan site is generally composed of public commercial land uses including streets and plazas and residential units as shown below. This general makeup was derived following many meetings and workshops with City Council, the City Planning Commission, Planning staff and local citizens.

The land use plan for the Specific Plan is comprised of four primary land use components:

1. Commercial (Retail and Office), 40,000-55,000 s.f. (approximately 4 acres)
2. Hotel, 150 – 225 rooms and 100,000 – 200,000 s.f. (approximately 4 acres)
3. Residential (Single family, multi-family, assisted living), maximum 244 units, approximately 12 acres
4. Parks/Open Space, approximately 1.8 acres

Each of the selected land uses fills an existing need with in the City of Buellton and in some cases the needs of Santa Barbara County as a whole. In addition, these land uses have a complementary relationship with each other, which will create a synergy on the site.

Commercial (retail and office) and Hotel development shall not exceed approximately 255,000 square feet without revision to the Specific Plan. The hotel room maximum of 225 is an approximation as is the 40,000 to 55,000 square feet of retail. The Specific Plan will allow for either use to achieve its maximum only if the other use is reduced accordingly to ensure that the traffic volumes continue to comply with the approved traffic analysis. In addition, no more than fifteen percent (15%) of the total building area shall be used or occupied by a non-retail, non-sales tax generating use. Exceptions to this 15% threshold may be allowed on a case-by-case basis subject to issuance of a Conditional Use Permit.

The selected land uses have been located on the site to create interaction and cohesion among the uses on-site, to minimize the potential for conflicts between uses both on-site and off-site, and to successfully integrate the site into the surrounding community. Other factors that were considered in the lay-out of the land use plan were a) the visual and safety issues related to the presence of major travel corridors adjacent to the site b) harmonious and safe circulation of vehicular and pedestrian traffic throughout the site, and c) assuring

compatible land uses and buffering adjacent to the existing residential development to the east.

The following general development standards apply to all development on the site:

1. All development shall conform to the policies and standards of the General Plan and this Specific Plan. Land Use Policies L-3, L-11, L-23, L-24, L-27, L-28, and L-29 are referenced herein and can be found listed in Appendix A.
2. Proposed uses and development on the site shall not conflict with the goals and objectives of the Specific Plan identified in Section I of this document.
3. All development shall be integrated and coordinated through the use of appropriate site design, architectural and landscaping themes, common buffers, coordinated circulation patterns, and pedestrian access.

## **1. Commercial (Retail and Office)**

The Commercial component of the Land Use Plan is designed to fill a need for a variety of shopping options that deliver the opportunities and benefits of larger scale retailers, within a pedestrian oriented village. This component is particularly beneficial to the community by generating tax revenue. In addition, these retail stores provide affordable goods and services that are often difficult to come by in smaller rural communities. In summary, the purpose of this land use designation is to add value to the community by diversifying retail activities, respecting the character and scale of Buellton, and complementing the more intimate commercial scale envisioned for Avenue of Flags. In short, a destination commercial center with community-based shopping, restaurants, and other retail uses that offers quantity, diversity and quality.

The Commercial component contains retail and potential office space. The Commercial component is comprised of a range of retail, restaurant, entertainment and office uses. The area creates space for family style restaurants, food courts, or other similar retail services.

Figure 5 shows that the Commercial component is concentrated along Highway 246 and oriented toward the internal roadway. The majority of the parking shall be located behind the buildings and screened from the Highway 246. The following factors have been considered in locating the Commercial land uses.

- The size and scale of the structural development necessary to accommodate retail is very different from that needed for the residences on site.
- A range of retail uses establish a specific destination to obtain needed goods. Therefore, they require easy access to parking areas. Visitors should be able to easily walk to and from the commercial area from the residential and recreational uses that surround it through defined paths and a pedestrian friendly atmosphere.
- Retail uses require good access from the larger vehicular circulation corridors: Highway 246 and Mc Murray Road. Visual access from these roads is also a critical parameter.

In addition to the approximately 40,000-55,000 square feet of building area, the Specific Plan's Commercial component shall include a parking area for vehicles as well as the required loading areas. The number of parking stalls shall be consistent with the parking standards contained in section 19.04.142 of the City of Buellton's Municipal Code. There

are three to four main points of vehicular access into the Commercial component as shown on the Circulation Access Plan (Figure 6) Pedestrian walkways and plazas shall connect the various sub-areas of this component and the other components of the Specific Plan.

The following development standards shall apply to the Commercial component of this Specific Plan:

1. The land use designation for the component shall be General Commercial and the zoning designation shall be General Commercial (CR).
2. The development standards for all the retail and commercial uses in the Commercial area are consistent with the standards depicted in the City's Municipal Code. However this Specific Plan reduces the rear setback from 50' to 25' to allow for the pedestrian-oriented mixed-use village setting (see Figure 7a). In addition, a 30' setback to the existing residential neighborhood along the eastern edge of the site will be maintained.
3. Uses allowed within the Commercial component of the Specific Plan include the following permitted and conditionally permitted uses in the General Commercial (CR) zone district identified at 19.02 of the City of Buellton Zoning Ordinance.

#### **Permitted Uses**

1. Auto parts Sales
2. Banks and Financial Services
3. Business Support Services
4. Broadcasting Studios
5. Furniture, furnishings and equipment stores
6. Grocery and liquor stores
7. Home Improvement/Building material stores
8. Mail order and vending
9. Personal Services
10. Plant Nurseries
11. Offices
12. Recreation and Fitness Centers
13. Retail Stores/General Merchandise
14. Department Stores
15. Theaters and Meeting Halls

#### **Uses Permitted with a Minor Conditional Use Permit**

1. Antennas, communications facilities, non CPUC- regulated
2. Churches and associated day-care and classrooms
3. State Mandated Recycling Collection Station

#### **Uses Permitted with a Conditional Use Permit**

1. Restaurants
2. Restaurants, Fast Food
3. Bars
4. Other uses not specified herein may be reviewed on a case-by-case basis through the Conditional Use Permit process.

4. Temporary events such as Farmer's Markets are encouraged in the Specific Plan area where part of the main village street can be closed off to vehicular traffic to provide a safe pedestrian environment in a plaza setting. Temporary events will require Planning Director approval as described in the Zoning Clearance language in Section 19.06.240 of the City's Municipal Code.
5. City review and approval of a Development Plan shall be required for all new construction, and a Conditional Use Permit shall be required for all uses requiring such a permit under a CR zone designation. Each Development Plan and Conditional Use Permit shall be reviewed for consistency with this Specific Plan as well as applicable policies and regulations of the City including, but not limited to, the Zoning Ordinance, Subdivision regulations, Fire Department requirements, Public Works standards, and the adopted Community Design Guidelines. Conditions of approval may be imposed by the City, including those which require design changes, as the City deems necessary and appropriate to make necessary findings set forth in Chapter 19.08 of the Buellton Municipal Code.
6. The design and layout of the development shall be consistent with the small, rural community image the City of Buellton would like to preserve. This shall be achieved by the architectural theme and minimizing the size scale and bulk of the buildings through appropriate design.
7. Development shall be planned in a manner that avoids conflicts between the parking demands of various business establishments.
8. The design and layout of the development shall cultivate positive architectural and landscape views from off-site, particularly from Highway 246 and McMurray Road.
9. Landscaping within the required buffers shall be designed to address the size, bulk, and scale of on-site development. The scope, character, use, operation, and maintenance of the special landscape features shall be subject to review and approval by the City in connection with a Development Plan.
10. The adjacent existing residential development shall be adequately buffered from the commercial area by the use of masonry walls. The wall will be boxed around existing power poles, by jogging in onto the Specific Plan site, to provide efficient access to the poles for maintenance. In addition 24" box deciduous and evergreen trees, consistent with the City's landscaping standards, will be planted along the west side of the wall to screen it and provide a natural transition.
11. The commercial area will also be adequately buffered from proposed adjacent residential development on site with a combination of a masonry wall and/or adequate landscaping.
12. Commercial service deliveries for various components of the development shall be appropriately regulated so as to minimize impact to adjacent residential development.
13. The design and layout of development shall provide the maximum opportunity for pedestrian access throughout the site in a manner that minimizes conflicts with vehicular traffic.

14. A well connected system of paths shall be integrated throughout the site to provide safe and convenient pedestrian access between the proposed land uses, particularly from the proposed residential units to the prominently placed parks and commercial village area.
15. As shown on Figures 7a – 7d, building setbacks are designed to minimize conflicts between uses, while supporting a well connected mixed-use village concept.
16. Gathering places such as plazas and outdoor spaces in front of restaurant uses shall be located in the commercial area and well connected by a system of pedestrian paths that meander through the site.
17. In order to promote a pedestrian friendly environment, drive-through facilities shall be prohibited unless it can be shown that the air quality impacts of the drive-through facility are less than those without the drive-through component. In addition, a drive-through facility may only be permitted if it does not interfere or conflict with the pedestrian nature of this area as determined by the Planning Commission.

## **2. Hotel**

The purpose of the Hotel component is to provide a tourist serving use that is integrated efficiently into the site with a strong connection to the commercial village area. The Hotel space is strategically located adjacent to the centrally accessible park space, providing quality of life amenities. The proposed Hotel location is positioned along McMurray Road to allow for maximum street presence while being tied back into the plan area.

The Hotel component may be accessed from potential locations along the new public loop road and/or McMurray Road. To not interfere with the public's visual and functional accessibility, loading areas shall be sensitively isolated from public uses and building frontages. Service areas shall be accessed from the new public loop road to avoid undesirable conflict. Public plazas, fountains, paths and pedestrian connections to other components are an important amenities of the plan area. The following development standards shall apply to the Hotel component of this Specific Plan:

1. The size of the Hotel component will depend ultimately on the user but is anticipated at approximately 100,000 – 200,000 square feet with 150-225 rooms.
2. The land use and zoning designation for the Hotel component shall be General Commercial (CR).
3. The development standards for the entire Hotel component are consistent with the standards depicted in the City's Municipal Code. However, this Specific Plan reduces the rear setback requirement from 50' to 15' to allow for flexibility in where the building is positioned on the site. The intent is to create a strong connection between the hotel site and the surrounding areas to produce an inviting pedestrian-oriented environment (see Figure 7a).
4. Uses allowed in the Hotel component of the Specific Plan include the following permitted uses.

### **Permitted Uses**

1. Hotel

2. Hotel Support Services (Gift Store, Restaurant and Bar, Recreational Facilities, etc.)
5. City review and approval of a Development Plan shall be required for all new construction, and a Conditional Use Permit shall be required for all uses requiring such a permit under a CR zone designation. Each Development Plan and Conditional Use Permit shall be reviewed for consistency with this Specific Plan as well as applicable policies and regulations of the City including, but not limited to, the Zoning Ordinance, Subdivision regulations, Fire Department requirements, Public Works standards, and the adopted Community Design Guidelines. Conditions of approval may be imposed by the City, including those which require design changes, as the City deems necessary and appropriate to make necessary findings set forth in Chapter 19.08 of the Buellton Municipal Code.
6. The design and layout of the development shall be consistent with the community image the City of Buellton would like to preserve. This shall be achieved by the architectural theme and articulating the size, bulk and scale of the buildings through appropriate design.
7. Landscaping shall be designed to enhance the public plazas, water features, and walks and be responsive to the scale and character of the structural development. The intention is to allow these land uses to flow into the green spaces and provide a quasi public, pedestrian friendly area between the buildings and the planned park.
8. The design and layout of development shall provide maximum opportunity for pedestrian access throughout the site in a manner that minimizes conflicts with vehicular traffic.
9. The Hotel component is expected to reach approximately 3 to 4 stories in height of approximately 64'.
- 10 A water feature will be integrated into the Hotel component to provide a serene gathering space for the Plan Area.

### **3. Residential (Single Family, Multi-Family, Assisted Living)**

The Residential land use component of this Specific Plan provides an area for up to 244 housing units. This designation provides a density ranging from approximately 6-25 dwelling units per acre. These units will appeal to young families, single professionals, senior citizens and “empty nesters” looking to downsize from a larger single family home. These single family, townhome, condo and apartment units provide excellent housing opportunities for young couples and families that are currently difficult to find in the City of Buellton and surrounding areas of Santa Barbara County. This housing area may also be appropriate for assisted senior living opportunities.

The Residential land use component shall be developed under Planned Residential Development standards as described in the City of Buellton Zoning Ordinance. Therefore minimum lot area, residential density, setbacks, parking, streets, open space, and maintenance shall have, as a baseline, the design standard requirements stipulated in the zoning. The clusters of residential units are situated on private access streets with private parking and landscape areas. These streets provide safe, semi-private places for access, neighborhood gathering, and informal play spaces for children. The pedestrian paths from

the residential areas shall provide direct links to the parks and the project's commercial village. Per the land use plan some of the units may have the opportunity to face onto the public plaza off of the main entry road.

The Specific Plan has located the Residential Housing component at the eastern and northern portion of the site. This location eliminates any conflict between land uses. Pedestrian access to the parks is safe and convenient for residents. In addition, walkways connect the Residential Housing component with the commercial village land use components for easy access to daily retail needs and services without reliance on an automobile. Vehicular access to the Residential Housing component is provided from access points provided off of the public loop road and the extension road that will also act as fire and emergency access to the Thumbelina neighborhood.

The following development standards shall apply to the Residential Housing component of the Specific Plan:

1. The land use and zoning designation for the Residential Housing component shall be PRD, and shall be developed in accordance with the City of Buellton's Planned Residential Development standards.
2. The total residential unit in the Residential Housing component is up to 244 units with a density range of 6-25 units per acre.
3. Building use types in this land use component would be consistent with the Buellton Municipal Zoning Code, and Policy H-10 of The Housing Element in the Buellton General Plan. As a point of reference, Policy H-10 notes the following:  
"H-10 – The City shall encourage the development of multi-family dwellings in locations where adequate facilities are available and where such development would be consistent with neighborhood character, including mixed-use projects in commercial zones."
4. The development standards for the Residential Housing component are consistent with the standards depicted in the City's Municipal Code. However, this Specific Plan allows for varying front setbacks with a 10' setback to front porches, a 15' setback to the building face, and the standard 20' setback to the garage face. The intent of these standards is to reduce the visual impact of garage doors along the street edge (see Figure 7a). In addition, a 30' setback to the existing residential neighborhood along the eastern edge of the site will be maintained.
5. Uses allowed in the Residential Housing component of the Specific Plan include the following permitted uses.

**Permitted Uses**

1. Townhomes
  2. Clustered Housing
  3. Condominiums
  4. Apartments
  5. Senior Housing (Active Adult and/or Assisted Living)
  6. Single Family Residential
6. City review and approval of a Development Plan shall be required for all new construction. Each Development Plan shall be reviewed for consistency with this Specific Plan as well as applicable policies and regulations of the City including,

but not limited to, the Zoning Ordinance, Subdivision regulations, Fire Department requirements, Public Works standards, and the adopted Community Design Guidelines. Conditions of approval may be imposed by the City, including those which require design changes, as the City deems necessary and appropriate to make necessary findings set forth in Chapter 19.08 of the Buellton Municipal Code.

7. Each unit in the Residential Housing component shall be provided a minimum of one covered parking space per studio or one bedroom and two covered parking spaces per two or more bedroom apartments. One guest parking space shall be provided per 5 units.
8. The Residential Housing land use component shall have access to the overall site pedestrian network.
9. The layout of the residential units will be clustered and the architectural theme of the units will be consistent with the small town, rural concept that the City of Buellton would like to preserve.
10. The design and layout of development in the Residential Housing component shall provide the maximum opportunity for pedestrian access throughout the site in a manner that minimizes the conflicts with vehicular traffic.
11. All new residential development is subject to conform to the 20% inclusionary requirements of Chapter 19.16 Affordable Housing of the City's Municipal Code. Units shall comply with regulations by the City's Affordable Housing Ordinance (i.e., retention and duration of affordability, compliance with development standards, target income mix, execution of an Affordable Housing Agreement, etc.).

#### **4. Parks/Recreation**

There is a recognized need for public parks within the City of Buellton. This need for public parks and open space is particularly acute for neighborhoods east of Highway 101. The purpose of the Parks/Recreation component of the Specific Plan is to address these needs with an active and passive use community park and neighborhood park totaling approximately 1.8 acres and a network of pedestrian paths and landscaping buffers and screening. The community park is located at the center of the Specific Plan area making it accessible to all users of the site. The community park serves as a buffer between different land use and an extension of the commercial village components. It is intended to serve not only those who live or work on the Specific Plan site but the citizens of the City of Buellton as a whole. The location at the center of the site removes the Parks/Recreation component from Mc Murray Road and Highway 246 making it a safe place for children to play, families to gather and provides a peaceful place to take a walk. The approximately 0.4 acre neighborhood park near the Thumbelina neighborhood provides space for items such as a basketball court or volleyball court and other amenities. The centrally located approximately 1.4 acre community park provides a gathering space with picnic tables and benches, and an active park area with room for active play fields and/or tot lots.

The following development standards shall apply to the Parks/Recreation component of this Specific Plan.

1. The total size of the two parks in the plan area shall be approximately 1.8 acres.

2. City review and approval of a Development Plan shall be required for all new construction. Each Development Plan shall be reviewed for consistency with this Specific Plan as well as applicable policies and regulations of the City including, but not limited to, the Zoning Ordinance, Subdivision regulations, Fire Department requirements, Public Works standards, and the adopted Community Design Guidelines. Conditions of approval may be imposed by the City, including those which require design changes, as the City deems necessary and appropriate to make necessary findings set forth in Chapter 19.08 of the Buellton Municipal Code.
3. This component of the Specific Plan shall be considered public and after implementation and development by the developer, ownership with the acceptance of the City Council shall be transferred to the City of Buellton.
4. Paths and walkways shall connect the Parks/Recreation components to the other land use components on the site to encourage pedestrian access.
5. Through the neighborhood park adjacent to the existing Thumbelina residential neighborhood, there will be an all weathered engineered access road with surface sufficient to handle fire and emergency vehicles.

## **Summary**

Figure 5 provides a land use plan for the entire site. It is the cornerstone of this planning document. This map represents the culmination of many hours of land use planning which focused on achieving the goals of the Specific Plan and addressing the key issues identified in this document and the City of Buellton General Plan. Figure 7a provides a general guideline for setbacks within each land use area of the Specific Plan. It is not intended to provide detailed information about the actual design of the individual units. Sections III and IV of the Specific Plan provides standards and programs to support the land use map and ensure that future development is consistent with the City of Buellton General Plan and with the goals of this Specific Plan.

## **III. PUBLIC FACILITIES**

The purpose of this section is to provide information on the types of services required for development of the Specific Plan, to identify the service provider, and to provide an estimate of service demand. Where necessary, development standards and programs are included.

### **A. Police and Fire Protection**

#### *Police Protection:*

The Specific Plan area will be served by the City of Buellton Police Department, which is provided by the Santa Barbara County Sheriff's Department. The Buellton police substation is located at 140 West Highway 246. The City contracts with the County to have a deputy on duty at all times. The following is a breakout of the Buellton Police Department staff; (1) Lieutenant, (1) Deputy (per 12 hour shift), (1) Community Resource Deputy, and (1) Detective (approximately 13 hours/week each). The City of Buellton

Police Department strives to maintain police protection at a ratio of one officer for approximately every 1,200 residents. The Department maintains a response time goal of five minutes for 90% of all High Priority (i.e., life threatening) calls.

Fiscal conditions may impact the County's ability at the time of this Specific Plan writing, to realize that goal. The population of Buellton is currently small enough that the one deputy with a patrol car on duty at all times is adequate. Additional support is available from other sheriff deputies in the county as well.

The uses proposed in the Specific Plan are intended to serve the existing population and provide housing for the expected population growth of the City. Using the factor of 2.68 persons per occupied residential unit, the residential component of the Specific Plan could result in a population increase of 654 [2.68 x estimated 244 units]. This is a very high estimate since many of these units are much smaller and more appropriate for couples, and singles rather than larger families.

#### *Fire Protection:*

The County Fire Department provides fire protection to the Specific Plan site from Fire Station #31 which is located at 168 West Highway 246 near Industrial Way. According to the City of Buellton General Plan, this station is equipped with (1) fire engine with 1,500 gallons per minute (gpm) capacity, (1) brush truck, and (1) hazardous material tractor/trailer vehicle. The station employs (3) Captains, (3) Engineers, (3) Firefighters, and (3) Firefighter Paramedics for a total of twelve full-time firefighters. There is one member from each of the aforementioned positions on duty at the station at all times. The emergency response time within the City limits is within five minutes. Currently, the desired level of emergency service resources is stated as 1 to 1.3 firefighters per 1,000 population. The current firefighter per 1,000-population ratio for the Buellton station is 3.5, considering a staff of twelve full-time employees.

Additional population within the service area of 654 persons will not exceed the standard. Another standard used by the County Fire Department to determine the adequacy of fire protection service is a measure of response time. Given the location of Fire Station #31, the site is within the five-minute response time standard. As shown in Figure 6, there are at least two routes of ingress and egress for each land use component to provide for emergency access. A useful tool to address fire safety is a Fire Protection Master Plan. A Fire Protection Master Plan provides fire protection measures that can be incorporated into project design to reduce risk of fire.

The following development standard is proposed as part of this Specific Plan:

1. Prior to approval of any development plan for any component of the Specific Plan, a Fire Protection Master Plan shall be prepared and approved by the County of Santa Barbara Fire Department.

## **B. Water and Wastewater**

#### *Water:*

The City of Buellton Public Works Department is the main provider of water service within the city limits. Per the City's General Plan water furnished by the City is supplied from the Buellton Uplands Groundwater Basin, five wells that draw from the Santa Ynez River Riparian Basin, and State Water Project. The filtered water is pumped to three

reservoirs located in the hills northwest of the City. The three reservoirs have capacities of 100,000 gallons, 300,000 gallons, and 850,000 gallons, with an overall storage capacity of 1.25 million gallons. Currently the City has the supply necessary to deliver 2,300 acre-feet of water annually compared to 1,146 acre-feet delivered in 2003 (Albrecht; September 2005). The City had an average delivery of approximately 1,150 acre-feet over the last five years.

City policies and development standards ensure that there is an adequate supply of water to serve any proposed developments. Therefore, prior to approval of any development that implements this Specific Plan; the availability of an adequate source of water must be demonstrated.

Per the revised EIR (Oak Springs Village Specific Plan EIR Addendum #3) the total demand for water for the Village Specific Plan project is 121.4 Acre-feet per year (AFY). The reclaimed water demand would be approximately 8.21 AFY. The City has the supply necessary to deliver 2,300 acre-feet of water annually compared to 1,260 acre-feet delivered in 2004 (Buellton General Plan SEIR, 2007). The City would retain excess water supply capacity following buildout of The Village Specific Plan area. Therefore, the Village Specific Plan would result in less than significant impacts related to water supply resources.

The following development standards are proposed to ensure that the Specific Plan is consistent with existing City policies:

1. Infrastructure improvements on site shall include dual plumbing systems for the use of reclaimed water for landscaping unless the City of Buellton Public Works Department determines that reclaimed water is not available for the development.
2. If a water feature is developed on the site, it shall be designed to include available water conservation techniques.
3. A majority of all the landscaping on site including that in the Parks/Recreation component are encouraged to use drought tolerant plant species.

#### *Waste Water:*

Waste water treatment for development within the Specific Plan site will be provided by the City of Buellton Public Works Department. Per the City's General Plan the City of Buellton Public Works Department maintains the sewage delivery and treatment facilities for approximately 1,525 connections and collects, treats, and disposes an average of 400,000 gallons of wastewater per day. The overall capacity of the City's existing wastewater treatment facility is 650,000 gallons per day. The City maintains one lift station and approximately 20 miles of collection sewers. All of the water is treated to secondary treatment levels and discharged to percolation basins located on the westerly side of the facility. The wastewater treatment plant currently meets or exceeds all permit requirements. There is sufficient capacity at the treatment plant to support full build-out of the Specific Plan.

Per the revised EIR (Oak Springs Village Specific Plan EIR Addendum #3) it is estimated that water generation at buildout of the Village Specific Plan area would be 80% of total water demand, or about 97.1 AFY which is equivalent to 86,673 gallons per day (GPD). The overall capacity of the City's existing wastewater treatment facility is 650,000 GPD, as compared to 400,000 GPD of wastewater currently generated in the City. With

implementation of the Village Specific Plan, the wastewater treatment plant would retain sufficient treatment capacity. Through appropriate mitigations measures The Village Specific Plan would not result in inadequate wastewater treatment and impacts would be less than significant.

### **C. Grading, Drainage, and Flooding**

The Village Specific Plan site is generally flat with a gentle slope from the southeast up to the northwest corner. The site drainage is toward the south at a 1% gradient. Given the proposed layout of the land uses for the Specific Plan, some grading is required for parking lots, building pads, roadways, and recreation areas. The maximum depth of cut will be approximately 6 feet with the average depth of approximately 2 feet. Modifications to the existing topography are required to accommodate street and site drainage toward Mc Murray Road and Highway 246. The property immediately to the North of the specific plan site and the adjacent portion of McMurray Road will generate approximately 27 cubic feet per second during a 25-year design storm. The peak discharge from the Northerly neighbor however will increase if developed. The Specific Plan Site will generate approximately 52 cubic feet per second. Runoff from the Northerly neighbor and a portion of the Specific Plan Site will enter the proposed McMurray Road storm drain extension. The remainder of the Project Site will enter an existing storm drain located on the north side of Highway 246 that discharges into Thumbelina Creek. Drainage shall be addressed in the drainage plan submitted with the development plans. No detention basins are proposed as part of the project and the park will not be used for this purpose, either as an interim measure or as a permanent feature.

### **D. Traffic, Circulation, and Parking**

Off-site traffic, on-site circulation and parking are very important issues to be dealt with in the Specific Plan. The purpose of this section is to describe the on-site circulation and parking that is proposed to support the Specific Plan, and to propose transportation improvement measures to address the increased traffic generated by the Specific Plan. The conclusions and recommendations in this section summarize those from the Traffic and Circulation Study for The Village Specific Plan prepared by Associated Transportation Engineers.

#### **1. Existing Conditions**

The existing circulation system at the Specific Plan Site is comprised of regional highways, arterial streets, and local collector streets. The major roadways include the four-lane north-south U.S. Highway 101, located west of the project site. To the south of the project site is the east-west four lane arterial State Route 246 that narrows to two lanes east of Mc Murray Road. Along the western edge of the site is two-lane Mc Murray Road. The residential collector street Freear Drive runs along part of the east edge of the property. Other near by roads includes the two-lane east-west Damassa Road that crosses Highway 101 from Mc Murray Road to the Avenue of Flags.

Existing operations of the roadway segments within the study area were analyzed using set traffic engineering design capacities. “Levels of Service” (LOS) A through F are applied. LOS A indicates very good operations and LOS F indicates poor operations. The City of Buellton considers LOS D as the desired minimum design level of service. Based on

average daily traffic volumes all roadway segments listed above are currently operating at LOS C or better.

The project's impact on the adjacent system has been evaluated by focusing on nine study-area intersections. Analysis of traffic flows examines the operating conditions of critical intersections during peak travel periods. These intersections are as follows:

State Route 246/ Avenue of Flags

State Route 246/ U.S. Hwy 101 southbound ramps

State Route 246/ U.S. Hwy 101 northbound ramps

State Route 246/ McMurray Road

State Route 246/ Freear Drive

Damassa Rd. / Avenue of Flags

Damassa Road / McMurray Road

Damassa Road/ U.S. Hwy 101 southbound ramps

Damassa Road/ U.S. Hwy 101 northbound ramps

The traffic volume data was collected in August of 2001 by ATE. The Highway Capacity Manual and the service criteria for the above roadway segments were also used in calculating the level of service for each intersection. All the above listed intersections are performing at LOS B or better during the P.M. peak hour.

## **2. Planned Improvements.**

State Route 246 has recently been improved from McMurray Road to just west of Thumbelina Drive. The westbound approach from Thumbelina towards McMurray has two travel lanes, widened from the one lane west of Thumbelina Drive. The eastbound approach from McMurray Road has two lanes and then narrows back to one lane east of Freear Drive. State Route 246 will have a left turn lane with a painted median the entire section.

## **3. Project Generated Traffic Volumes**

This section provides estimates of the traffic generated by build-out of the Specific Plan. "New" trips generated by the project have been estimated using the Institute of Transportation Engineering, Trip Generation, 7th edition, was used. The project built out as described in this specific plan, would produce 5,167 average daily trips and 434 P.M. peak hour trips. The commercial, retail, office components would generate 3,484 ADT and 287 P.M. peak hour trips where as the residential component would be responsible for the remaining 1,608 ADT and 141 PM peak hour trips.

Per the current traffic analysis, the Village Specific Plan project presents no increase in PM peak hour trips as compared to the approved traffic analysis for the Oak Springs Specific Plan project. Therefore the Village Specific Plan is consistent with the approved FEIR and the identified mitigation measures.

## **4. Project Specific Impacts**

Roadway Operations shall remain at LOS C or better for U.S. Highway 101, State Route 246 and the adjacent streets. The traffic study concludes that area roads have more than sufficient reserve capacity to accommodate project traffic.

Levels of service for existing plus the project scenario peak hour traffic volumes at the study-area intersections will operate in the LOS A-C range [under cumulative and revised Specific Plan Conditions]. The project would not have a significant impact to the study-area intersections, based on the City of Buellton impact threshold criteria.

## **5. Site Access and Circulation**

By taking into account the recommendations from the Traffic and Circulation Studies several access improvements shall be provided. The Village development will be accessed by two driveways on McMurray Road, two driveways along Highway 246, and an emergency access easement through the residential area of the project from the Thumbelina neighborhood to the east. Caltrans approval will be required for access along Highway 246 and right-of-way acquisition/dedication will be required along the east side of McMurray Road. The general concept of on and off-site circulation is shown in Figure 6. The Highway 246 driveways will serve the commercial retail components of the project. The residential components and the hotel will be accessed from the new public loop road that connects to McMurray Road at two points. Frontage and driveway improvements along McMurray Road and Highway 246 are included in the Specific Plan. The driveways shall provide safe and efficient access and located at adequate distance from all intersections. The right in / right out access to Highway 246 is maintained, unless a signal has been installed, in this proposed amendment to the originally adopted Specific Plan.

A public loop road shall be created that enters the site from McMurray Road at points along the west edge of the development. This road shall continue into the site adjacent to the public park and provides access to all of the residential components of the Specific Plan site. This new road shall be designed as a two way street with parking on each side (along the northern and eastern edge), for 25 mph travel speed. Due to its low traffic volumes and slow vehicular speed the road is safe to share with bicycles. The street section shall be designed according to the section shown in Figure 10.

The main street coming off of Highway 246 may allow for parking on both sides of the street to create a pedestrian friendly environment by creating a separation between vehicular and pedestrian traffic. The road may narrow as it leaves the commercial village and approaches the loop road. The curved and narrowed roadway would be intended to slow traffic and allow for the opportunity to close that portion of the street off to vehicular traffic for temporary events such as a Farmer's Market.

On-site circulation routes shall be properly striped and signed according to the Manual on Uniform Traffic Control Devices. All pedestrian connections will be safe from vehicle conflicts and clearly articulated with paving and elevation variations. Public transit facilities shall be integrated to the overall site design and complement existing facilities.

Typical road sections through Highway 246 and McMurray Road are shown in Figures 8a, 8b, and 9. The location of all the illustrated street sections is shown on Figure 11.

There will be a right-of-way provided connecting the new loop road to Glenora Avenue. This is currently designed as not continuing through to the Thumbelina neighborhood. There will be a crash gate to allow emergency vehicle access between the two neighborhoods. The discontinued street will transition to approved paving or ground cover per Fire Department recommendations. The Circulation Plan in Figure 6 shows the possible location of this right-of-way which will travel through the neighborhood park

(along the eastern edge of the site) and proposed residential area and connect to the proposed internal loop road.

### ***E. Resource Recovery***

The disposal of solid waste is a pressing issue for human settlements as landfill space becomes scarce and expensive. The best approach for any community is to reduce the production of waste that must go to a landfill. Solid waste collection is provided by Health Sanitation Services, which is contracted by the City of Buellton. Valley Recycling provides curbside pickup of all recyclable materials to Buellton residents.

The following development standards are proposed to ensure that the Specific Plan is consistent with existing City policies:

1. An on-site recycling or composting program shall be established for all uses.

### ***F. Schools***

In the City of Buellton, local schools are operated by the Buellton Union School District and the Santa Ynez Valley Union High School District. The local school facilities are currently at or near maximum capacity. Jonata Elementary, Oak Valley Elementary, The Santa Ynez High School and a number of private schools serve the residents of Buellton. Currently, both school districts have standard mitigation fees for commercial and residential development. These fees are typically assessed on a per square foot of proposed development basis.

Increased school enrollment will occur as a result of the residential components of the Specific Plan. To estimate potential increases in enrollment, the County of Santa Barbara uses a factor of 0.6 primary school students per unit and 0.4 secondary school students per unit. Using these factors, full build out of the Specific Plan could result in 146 primary school students and 98 secondary school students. Multi-family use, for instance, would attract more singles, elderly citizens and families without children and the actual impact on the local schools may be much less. As development plans come forward for those phases that incorporate residential components, impacts will need to be appropriately calculated in order to facilitate the necessary mitigation

### ***G. Utilities***

With respect to the provision of utility service on the site, Southern California Gas Company (The Gas Company) will provide natural gas service, PG&E will provide electricity, and Verizon will provide phone service. All new utilities serving proposed development on site will be underground. Existing utility poles and power lines will remain in place.

In lieu of undergrounding the existing utility poles along the eastern property boundary, the applicant shall submit \$160,000 to the City of Buellton for use in enhancing The Village Specific Plan property. The allocation of these funds shall be determined by separate action of the City Council. The funds may be used for open space/park enhancements, park maintenance, tree planting, and other aesthetic enhancements as

determined by the City Council. The \$160,000 shall be submitted prior to the pouring of foundations for the hotel or retail component.

#### **IV. RESOURCES AND CONSTRAINTS**

Natural resources and constraints to development are factors, which play very important roles in land use planning for a site. The purpose of this section is to provide information on the resources, which exist on the site, or are affected by development of the site, and to discuss issues, which are constraints to development. Development standards are necessary to guide future project planning efforts and mitigate any potential impacts to resources. The development standards included in this section are intended to ensure that development takes place in a manner, which gives consideration to natural resources and constraints.

##### **A. Air Quality**

The Specific Plan affects air quality by emissions from construction activities and from the vehicular traffic associated with build-out of the Plan. The short-term air quality impacts associated with construction activities are generated by fugitive dust from grading operations and emissions from construction equipment. The Air Quality Management Plan (AQMP) for Santa Barbara County imposes appropriate restrictions and control measures on projects to address construction related air quality impacts. Circulation Element – Program 8 is referenced herein and is listed in Appendix B.

The long-term air quality emissions from build-out of the Specific Plan would occur as a result of project related traffic. The Specific Plan has addressed the potential for air quality impacts through, a) proposing a mix of complementary land uses b) the design of the site plan to be pedestrian oriented and encouraging alternative transportation modes, and c) the traffic improvement measures discussed in the traffic section of the plan.

##### **B. Soils**

The primary soil classification on the Specific Plan site is Ballard gravely fine loam 0 to 2% slopes (BbA) and Santa Ynez gravelly fine sandy loam (SnC). The BbA soil is well drained with moderate permeability and it is rated Class II. The SnC soil exhibits slow permeability with surface runoff that is slow to medium.

##### **C. Biological Habitats**

The project site is void of any trees, woodland or vegetative habitat and is not located within a riparian habitat area. There are no known rare or endangered species identified to exist on the site or surrounding area.

The following development standard is proposed as part of this Specific Plan:

1. Plant species for the landscape buffers and other areas outside of the Parks/Recreation area shall be native, drought resistant species.

## **D. Noise**

The commercial land uses will create some noise levels higher than those of a typical residential development. This noise is most severe at the loading areas located at the rear of the buildings.

The following development standard is proposed as part of this Specific Plan:

1. In order to lessen any noise impacts from the Commercial Land Use components on the adjacent existing and proposed residential areas, buffer treatments shall be developed between the land-uses as shown on Figures 7b, 7c, and 7d. Delivery times for retail components immediately adjacent to the residential neighborhoods shall be appropriately scheduled.
2. A masonry concrete block wall will be used as a buffer between the proposed site and the existing residential neighborhood along the eastern edge of the site (see Figures 7b and 7c). Dense landscaping will be introduced along the western edge of the wall in the form of deciduous and evergreen trees to screen the walls and provide an additional sound buffer.
3. A combination of wall and/or landscaping shall be developed between the proposed commercial and proposed residential development on site to provide an efficient buffer between the two land uses (see Figure 7d).
4. Loading zones shall also be located as far from the residential areas as the building design may allow.
5. The use of loud speakers and other out dated methods of communication shall be prohibited.

## **E. Visual and Aesthetic Resources**

The Specific Plan site is a highly visible site for the City of Buellton. The property can be seen from surrounding properties and roads, as well as from Highway 246 and McMurray road. With Highway 246 serving a large number of travelers the visual character of development on this site can help define the City's image. Additionally, due to the size of the site, future development may play a large role in defining the community character. At present the site appears as a large vacant field on a very prominent corner in the community. There is no substantial vegetation or structures that define the site as it currently exist.

The visual character of surrounding developments is very mixed and does not establish a single architectural style or theme. The City of Buellton adopted Community Design Guidelines in November 2005, as required by the General Plan (The 2005 Community Design Guidelines are referenced herein and are considered part of this document. A copy of these guidelines can be found on the City of Buellton website, at <http://www.cityofbuellton.com/Projects>). These guidelines address issues of architectural themes in commercial development, appropriate set backs, building height and mass, landscaping, lighting, signage, among other design related factors. These guidelines provide general direction of matters such as site layout building design and landscaping.

The plan area will be designed to complement the objectives of the Community Design Guidelines by pulling buildings up to the edge of sidewalks in the commercial area to

establish a street presence and buffer views of the parking areas. The guidelines in this section also ensure that streets within the plan area, such as the main street coming into the site off of Highway 246, retain a pedestrian-oriented character with wide sidewalks and amenities that encourage pedestrian activity. An effective transition from the plan area to the Thumbelina neighborhood is also important and will be encouraged through the guidelines and standards in this Specific Plan.

The Specific Plan provides for a scale of development that requires careful treatment in order to avoid creating a negative visual impact. The prominent location, size of the site, and scale of potential future development provide an outstanding opportunity to establish positive visual character for the community. The goal is to minimize and soften the aesthetic impacts of a large-scale urban development. The intent is to establish a common architectural theme for all components of the site, to integrate the various land use components of the site through cohesive architecture and landscaping, to avoid visual intrusions into the overall site design, and to visually enhance the street frontage along Highway 246 and Mc Murray Road.

The architectural theme that will be established for this Specific Plan area shall be consistent with the City's Community Design Guidelines. The small rural town image is best achieved by the use of non-synthetic building materials, articulation and scaling, and appropriate building mass and form. The design shall incorporate elements that generate the appeal of a rural town of highest quality. As an overview, the guidelines provide general direction and techniques to implement the architectural theme established for the site. For example, the guidelines recommend pitched roofs (min 5:12), wood or fire resistant siding or brick exterior wall finish, earth tone colors, wood windows with divided lights, awnings and covered walk ways. The guidelines also provide techniques that may be used to establish functional environments for the various uses. These include the use of arcades, fountains, trellises, planters, and many other design elements. Signs are an important item in the visual presentation of buildings. They will be of particular importance in the commercial land use components of the Specific Plan. The City of Buellton has adopted sign regulations and the Community Design Guidelines addresses in more detail, the possible negative aesthetic impacts of signs. In addition to conforming to these guidelines, the Specific Plan requires that an Overall Sign Plan be prepared and approved for the commercial area of the development.

Landscaping on the Specific Plan Site will not be limited to required buffers. Landscape buffering of existing adjacent residential areas shall be consistent with that indicated in Figures 7b and 7c. Landscaping shall be incorporated into the entire site design to accomplish the following objectives:

- Establish a unifying identity and landscape theme for the Specific Plan site.
- Minimize the visual impact of proposed buildings and parking areas.
- Create an outdoor environment of a comfortable human scale.
- Identify and highlight pedestrian circulation routes to provide safe and comfortable walking areas.
- Integrate the various land uses throughout the site.
- Visually enhance street frontage along Highway 246 and McMurray Road.

All onsite lighting, including street lights, shall follow the design requirements of the 2005 Community Design Guidelines. Cobra head lights are specifically prohibited within the interior of the project.

## **V. PROCESSING AND PHASING**

The purpose of this section is to review the process involved in adopting a Specific Plan for this site and the phasing plan for implementation of the Specific Plan.

### **A. Processing**

As discussed in Section I of this document, a Specific Plan may be adopted in the same manner as a General Plan and must be consistent with the General Plan. The Land Use Plan for this Specific Plan is that shown in Figure 5.

An approved Specific Plan does not provide approval of a development project but will be used to guide future development plans and evaluate specific project proposals. Therefore, build-out of the Specific Plan will require submission and processing of the particular development plan application(s) required. Most uses will require a Development Plan, but others may require a Conditional Use Permit or just a Land Use Permit. This Specific Plan does not alter the City of Buellton's permit requirements or procedures. However, the Specific Plan should streamline the review and approval of any Land Use/ Permit applications that are substantially consistent with the plan. In addition to the development permit requirements, implementation of the Specific Plan will require a Tract Map to create individual parcels for the various land use components.

### **B. Phasing**

The Specific Plan area is planned to be developed concurrently, but the following phasing parameters shall be followed:

Phase 1: Construction of all required off-site improvements, construction of the loop road and associated backbone infrastructure, and master grading of the site in preparation for the super pads throughout the site. A street lighting and landscape master plan (including the two park areas) would also be developed in this phase.

Phase 2: Development of the hotel and/or retail component and development of the 1.4 acre central park area of the Specific Plan. The Final Development Plan for either the hotel or retail component and the central park area shall be submitted within five months after the approval of the Phase 1 Improvement Plans. A complete building permit application for either the hotel or retail component and the central park area shall be submitted within three months of City approval of the Final Development Plan. Construction of either the hotel or retail component and the central park area shall begin within two months of building permit issuance. Phase 2 may be processed concurrently with Phase 1.

Phase 3: Development of the residential areas and the 0.4 acre pocket park area of the Specific Plan. Final Development Plans cannot be approved for any residential project until a Final Development Plan has been approved for either the hotel or retail component. Building permits for any residential development cannot be issued until building permits are obtained and foundations poured for the retail or hotel component.

### **C. Fees and Costs**

Prior to issuance of construction permits for any approved development plans within the Specific Plan site area, the City Council, upon recommendation of The Planning Commission, must approve a comprehensive “master grading and utility plan” and a “street-lighting and landscaping master plan.” The purpose of these plans is to articulate specific design details and the financial means for installing and maintaining public improvements. No detention basins are proposed are part of the project and the park will not be used for this purpose, either as an interim measure, or as a permanent feature. All extraordinary maintenance costs shall be borne by the developer through prepayment of long-term reoccurring costs, formation of a homeowners association or other means acceptable to the City. Extraordinary maintenance costs include, but are not limited to, parkway landscaping and thematic “non-sky polluting” street lighting.

All public utilities, infrastructure and landscaping that are necessary to serve any phase or component of the Specific Plan shall be borne by the developer at its sole expense and must be bonded prior to the granting of construction permits for the subject phase/component.

Adoption of the Specific Plan does not constitute a vesting with respect to the payment of development fees based on charges in effect at the time of adoption. Rather, all development arising from the Plan’s implementation will be subject to the payment of development fees then in effect at the time of permit issuance.

### **D. Zoning Clearance**

Determinations of whether proposed uses are consistent with the development standards prescribed for the Specific Plan area shall be accomplished by means of zoning clearance in the time and manner provided in Section 19.08.100 of the Buellton Municipal Code. Exceptions to the 15% threshold for non-retail, non-sales tax, non-tot tax, and/or non-compliant commercial uses may be permitted subject to approval of a Conditional Use Permit. In addition to the findings required by the Buellton Municipal Code, no such Permit shall be issued without a finding that the proposed use is consistent with and affirmatively furthers the purpose and objectives of the Specific Plan, including, without limitation: (i) creation of a destination commercial center with a hotel and neighborhood retail, (ii) creation of a pedestrian-driven business village ; and (iii) enhancement/preservation of community scale and character through a variety of housing products.

Determinations of what constitute non-retail and non-sales tax generating uses shall be made by the City in connection with zoning clearances. In general, non-retail uses shall be considered as those activities: (i) not involving the sales of goods or services; or (ii) where such sales are clearly incidental and subordinate to the primary activity. Similarly, non-tax generating uses shall be considered as those activities: (i) not involving the sales of goods or services which are subject to the payment of sales taxes; (ii) where the sale of taxable

goods or services are clearly incidental and subordinate to the primary activity; or (iii) the ratio of taxable sales to floor area is less than 75% of the average of all taxable retail establishments doing business in the City.

### ***E. Benefits to the Community***

There are numerous benefits that will accrue to the community as a result of this Specific Plan. The Land use types proposed fulfill a variety of individual needs within the community. Visitor and local serving retail uses, public parks, and housing in the Specific Plan area will satisfy many land use needs of the community and the desires of the community's residents.

The site is so successful at accommodating these varied uses that development of this large site will be an enhancement for community development in Buellton. It is one of the largest sites in the urban area of Buellton to be planned at one time. This site provides an opportunity to set a positive tone and theme for future development in this community and will add to distinct identity of the area. The objective is to provide a mix of uses that will complement the City's downtown area along Avenue of Flags.

The uses proposed as part of the Specific Plan will attract the local residents to the site as well as the many travelers along Highway 246. The Specific Plan will have a positive effect on economic development by providing the opportunity for revenue in markets and businesses not yet represented in the City. The businesses themselves will provide a variety of employment opportunities. The available small-scale retail and office space will provide local residents with options for establishing their own businesses in town rather than having to commute to other larger communities in Santa Barbara County. New employment opportunities create secondary economic impacts on the local economy as new wage earners spend earned income on goods and services in the community.

The Specific Plan will provide a variety of housing types for the residents of Buellton. These housing units are within walking distance of the newly established employers and retail and services available. The park area will provide residents of the Specific Plan site and those of the City of Buellton with a safe, pleasant gathering place and children's play area. The network of pedestrian paths and bicycle lanes creates a human friendly place with convenient circulation options. The layout of the various land uses provides for the most logical and cohesive site plan. Potential impacts from traffic noise and visual impacts have all been minimized by the site's layout and design standards. When completed, the Specific Plan will create a model of good development for the region.

### ***F. Existing Gas Station Site***

The City encourages the Applicant to continue to work with the adjoining property owner of the gas station site to incorporate the property into the Development Plan. The landscape and design character from this Specific Plan would then apply to this property.

In order to cooperate with the City for the McMurray Road right-of-way acquisition from the gas station site, the Applicant shall reserve the landscaped area on the Village site (up to 10 feet wide) along the north property line of the gas station to the Redevelopment

Agency for potential transfer to the owner of the gas station site to offset the loss resulting from the right-of-way acquisition. This would allow the gas station to reconfigure their operations northerly onto the Village property thereby integrating it into the development. This scenario is predicated on acceptance by both the owners of the gas station site and the owners of the Village.

## **VI. APPENDICES**

### **Appendix A**

#### Relevant Land Use Policies from City of Buellton General Plan

- L-3 Encourage locally serving businesses such as grocery stores, pharmacies, hardware stores, banks, day care, dry cleaning, and post offices, as well as schools, parks and social centers to locate within easy walking distance (generally ½ mile) of residences. Similarly, new residential neighborhoods should remain within easy walking and bicycling distance from the City center.
- L-11 New development shall incorporate a balanced circulation network that provides safe, multi-route access for vehicles, bicycles and pedestrians to neighborhood centers, greenbelts, other parts of the neighborhood and adjacent circulation routes.
- L-23 For property with a General Commercial (GC) land use designation and frontage upon Avenue of Flags or Highway 246, new residential development may only be allowed: (i) as part of mixed use projects, subordinate in character and scale to principal permitted commercial uses; (ii) located above or behind commercial uses facing the street; and (iii) where sufficient vehicle access and parking is provided for both residential and commercial uses. Exemptions to this policy may only be granted by a majority vote of the City Council when all of the following findings can be made: (i) compelling public interests are served (e.g., provision of affordable housing) or circumstances particular to a project or site warrant such an exemption (e.g., site characteristics, development constraints, neighborhood compatibility, environmental setting, community benefits and other relevant factors); (ii) the viability of the remaining commercial corridor is not jeopardized; and (iii) the City's economic and fiscal goals are not compromised.
- L-24 New commercial development shall be encouraged in Buellton along Avenue of Flags and Highway 246. In general, new commercial development should provide a wider range of retail shopping opportunities for the community.
- L-27 Sidewalk areas in the commercial core along Avenue of Flags and Highway 246 should allow for the free flow and safety of pedestrians.
- L-28 New commercial development should incorporate elements to encourage pedestrian access and to screen parked areas from public view.
- L-29 Residences shall be allowed in conjunction with compatible commercial development on land designated General Commercial. The City shall encourage mixed use development as outlined in Program 3 of the Housing Element by adopting a variable limit for mixed use units, increasing allowed building heights, allowing off-street parking credits for onstreet and shared parking, and using a density definition that is adjustable for unit sizes. The mixed use development shall only occur in the General Commercial (CR) designation.

## **Appendix B**

### **Circulation Element – Program 8**

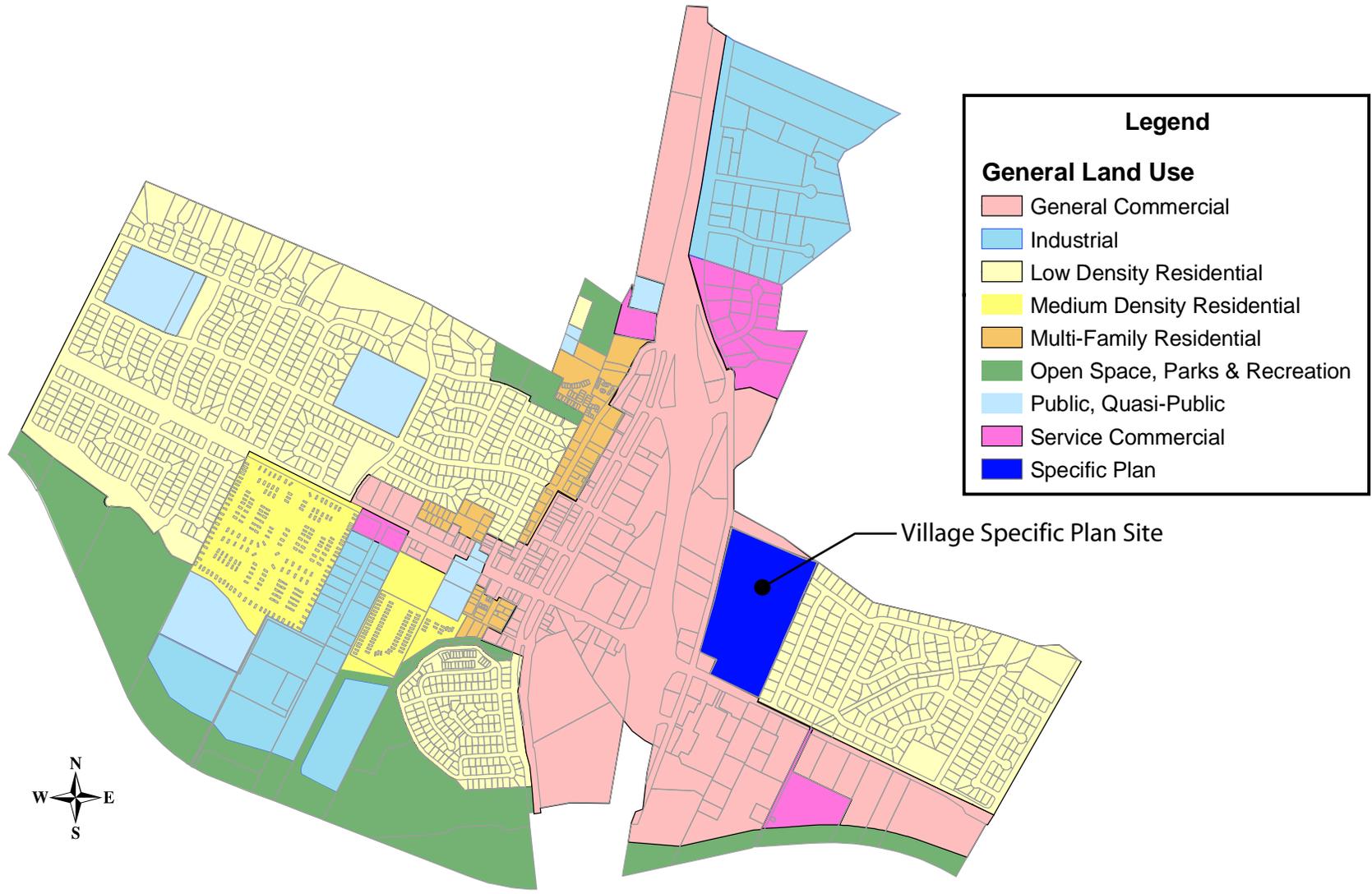
A Transportation Demand Management Plan shall be required to be submitted as part of the project proposal for all new, or expanding, non-residential discretionary projects over 100,000 sq. ft. The plan shall be active throughout the life of the project. The plan shall be site specific for the proposed development, and include:

- a) An analysis of the expected travel behavior of employees and visitors to the site.
- b) A description of the existing transportation/circulation system in the project vicinity.
- c) A description of all feasible strategies that would be incorporated into the project to support on-site trip reduction efforts.

Feasible vehicle trip reduction strategies may include:

- Targets for an increase in average vehicle ridership for employees,
- Incentives for carpooling, transit ridership, and/or bicycling for employees and/or customers,
- Worker/customer transit incentives. Such incentives may include reduced work hours to coincide with transit schedules, employer-provided bus passes, and direct monetary compensation for transit ridership,
- Accommodating local shuttle and regional transit systems,
- Providing transit shelters,
- Providing secure storage lockers for bicycles at a ratio of one locker per ten employees,
- Establishing a park-and-ride lot consisting of twenty spaces, consistent with the requirements of Caltrans, or
- Including landscaping in parking lots which incorporates canopy trees to shade parked cars and reduce fuel evaporation from parked cars.

# City of Buellton-Land Use Map

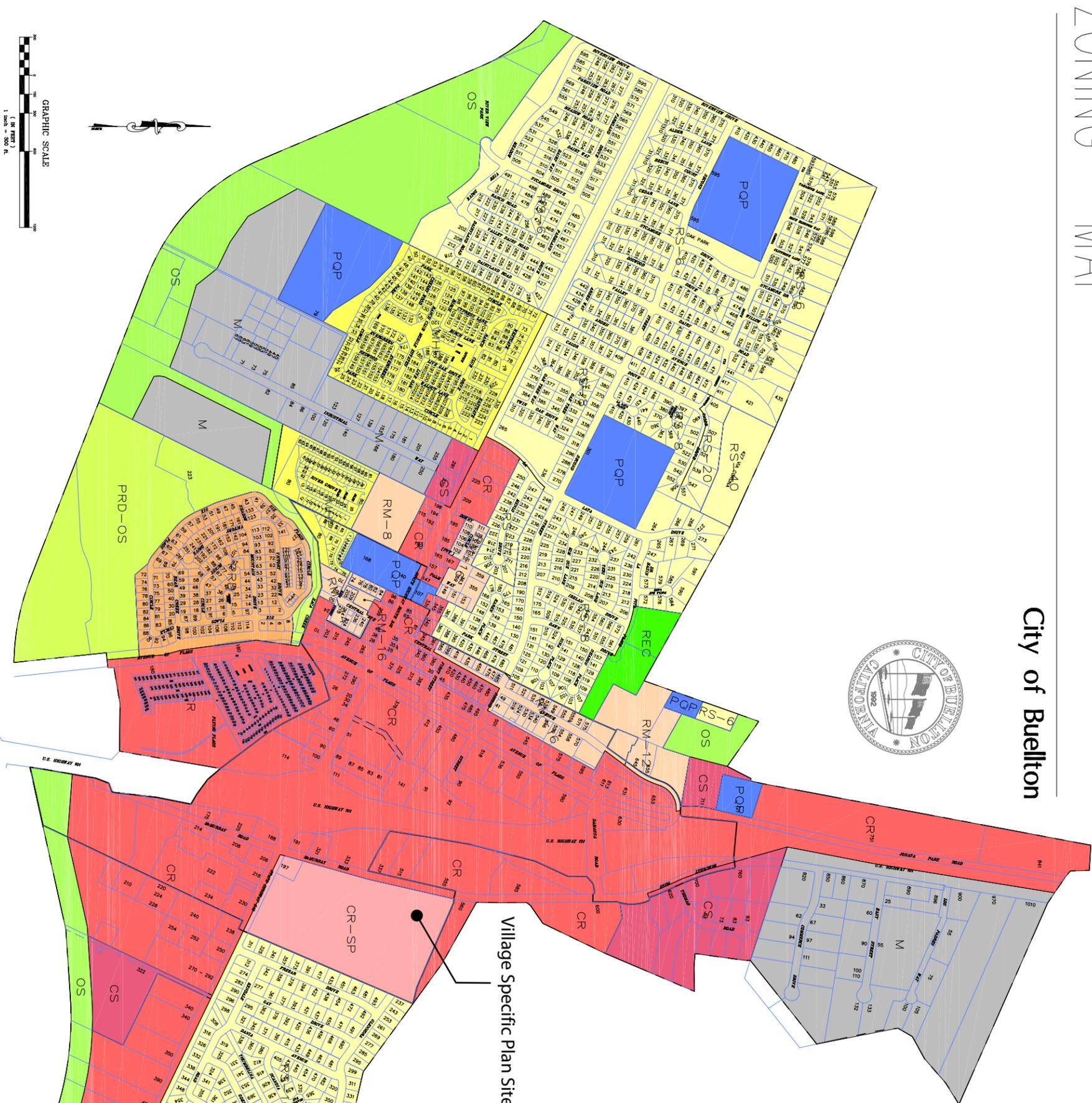


0 270540 1,080 1,620 2,160  
Feet

FIGURE 1

# ZONING MAP

City of Buellton



Village Specific Plan Site

## LEGEND

	REDEVELOPMENT BOUNDARY
	SQUARE FEET
	CR GENERAL COMMERCIAL
	CR-SP GENERAL COMMERCIAL - SPECIAL PERMIT
	CS SERVICE COMMERCIAL
	M INDUSTRIAL AND MANUFACTURING
	MHP MOBILE HOME PARK
	OS OPEN SPACE
	POP PUBLIC, QUASI PUBLIC
	PRD PLANNED RESIDENTIAL DEVELOPMENT
	PRD-OS PLANNED RESIDENTIAL DEVELOPMENT - OPEN SPACE
	REC RECREATION
	RM-8 MULTI-FAMILY RESIDENTIAL, 8 DWELLINGS PER GROSS ACRE
	RM-12 MULTI-FAMILY RESIDENTIAL, 12 DWELLINGS PER GROSS ACRE
	RM-14 MULTI-FAMILY RESIDENTIAL, 14 DWELLINGS PER GROSS ACRE
	RM-16 MULTI-FAMILY RESIDENTIAL, 16 DWELLINGS PER GROSS ACRE
	RS-6 SINGLE-FAMILY RESIDENTIAL, 6,500 S.F. MINIMUM LOT AREA
	RS-7 SINGLE-FAMILY RESIDENTIAL, 7,000 S.F. MINIMUM LOT AREA
	RS-8 SINGLE-FAMILY RESIDENTIAL, 8,000 S.F. MINIMUM LOT AREA
	RS-10 SINGLE-FAMILY RESIDENTIAL, 10,000 S.F. MINIMUM LOT AREA
	RS-20 SINGLE-FAMILY RESIDENTIAL, 20,000 S.F. MINIMUM LOT AREA
	RS-40 SINGLE-FAMILY RESIDENTIAL, 40,000 S.F. MINIMUM LOT AREA

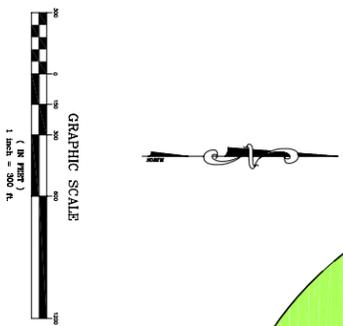


FIGURE 2

REVISIONS	
04/03	RIS ZONING BOUNDARY & COLORS
07/04	CR-SP, PRD-OS & MHP EDITS
09/04	RIS RM-12 & CS EDITS
11/05	RIS CR & CS EDITS



City Limit

SITE

HIGHWAY 101

GLENNORA WAY

MC MURRAY RD

FREAR, DR

HIGHWAY 246

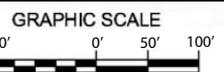


FIGURE 3

**The Village**  
BUELLTON, CA

The Village Specific Plan:  
Topography Map

June 18, 2007



FIGURE 4



**The Village**  
BUELLTON, CA

The Village Specific Plan:  
Context Map

June 18, 2007



HIGHWAY 101

MC MURRAY ROAD

HIGHWAY 246

City Limit

GLENNORA WAY

FREEAR DRIVE

Hotel  
approx. 4.0 ac

(Townhomes/Condos/Apartments/Single-Family)  
Residential  
approx. 12.0 ac

Park  
approx.  
0.4 ac

Park  
approx.  
1.4 ac

Commercial  
approx. 4.0 ac

**LEGEND**

-  Property Boundary
-  10' Dedication off Mc Murray Rd.
-  **approx. 12.0 ac** Townhomes/Condos/Apartments:  
(6-25 du/ac, max 244 units)
-  **approx. 8.0 ac** Hotel + Commercial (Retail + Office)  
100,000-200,000 sq.ft. Hotel (150-300 rooms)  
40,000-55,000 sq.ft. Retail + Office
-  **approx. 1.8 ac Parks**
-  Roadways-Public ROWs

Notes: \*Aerial photo from City of Buellton

**FIGURE 5**

GRAPHIC SCALE  
120 0 60 120

**The Village**  
BUELLTON, CA

The Village Specific Plan:  
Land Use Plan

June 18, 2007



HIGHWAY 101

MC MURRAY ROAD

HIGHWAY 246

City Limit

Fire/Emergency Access

(Townhomes/Condos/Apartments/Single-Family)  
Residential  
approx. 12.0 ac

Park  
approx. 0.4 ac

GLENNORA WAY

FREAR DRIVE

Hotel  
approx. 4.0 ac

Park  
approx. 1.4 ac

Commercial  
approx. 1.0 ac

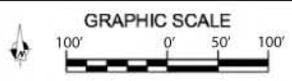
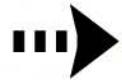


FIGURE 6

**The Village**  
BUELLTON, CA

The Village Specific Plan:  
Circulation Access Plan June 18, 2007

**LEGEND**

-  Vehicular Circulation
-  Pedestrian Circulation
-  Access



HIGHWAY 101

MC MURRAY ROAD

HIGHWAY 246

City Limit

Park  
approx.  
0.4 ac

(Townhomes/Condos/Apartments/Single-Family)  
Residential  
approx. 12.0 ac

Hotel  
approx. 4.0 ac

Park  
approx.  
1.4 ac

Commercial  
approx. 4.0 ac

GLENNORA WAY

FREEEAR DRIVE

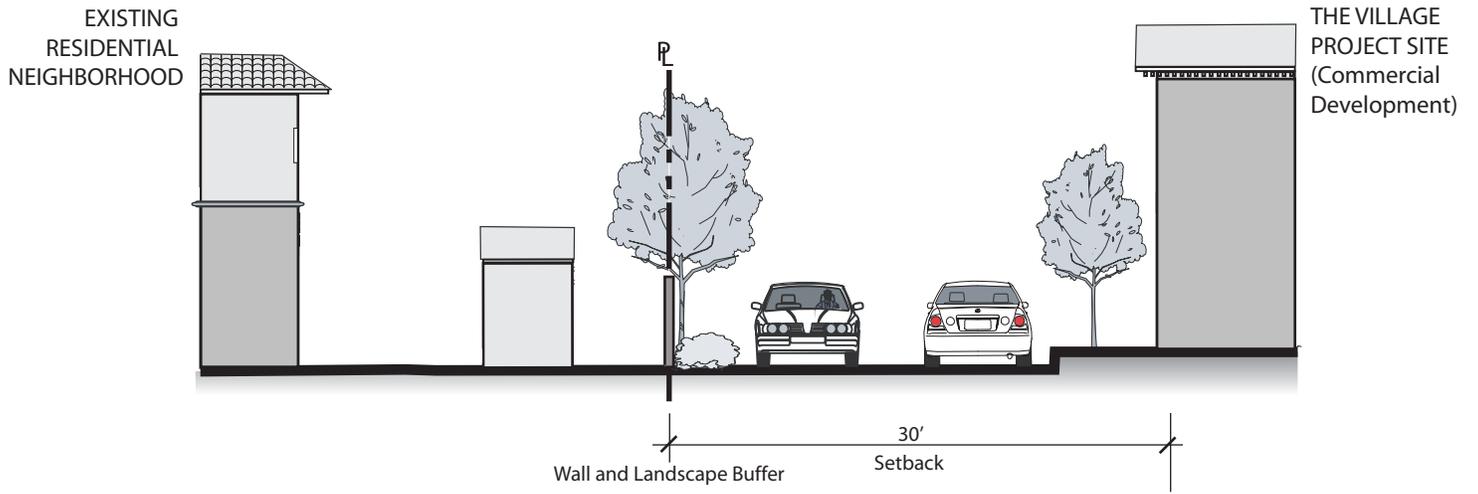
**GRAPHIC SCALE**  
100' 0' 50' 100'

**FIGURE 7A**

**The Village**  
BUELLTON, CA

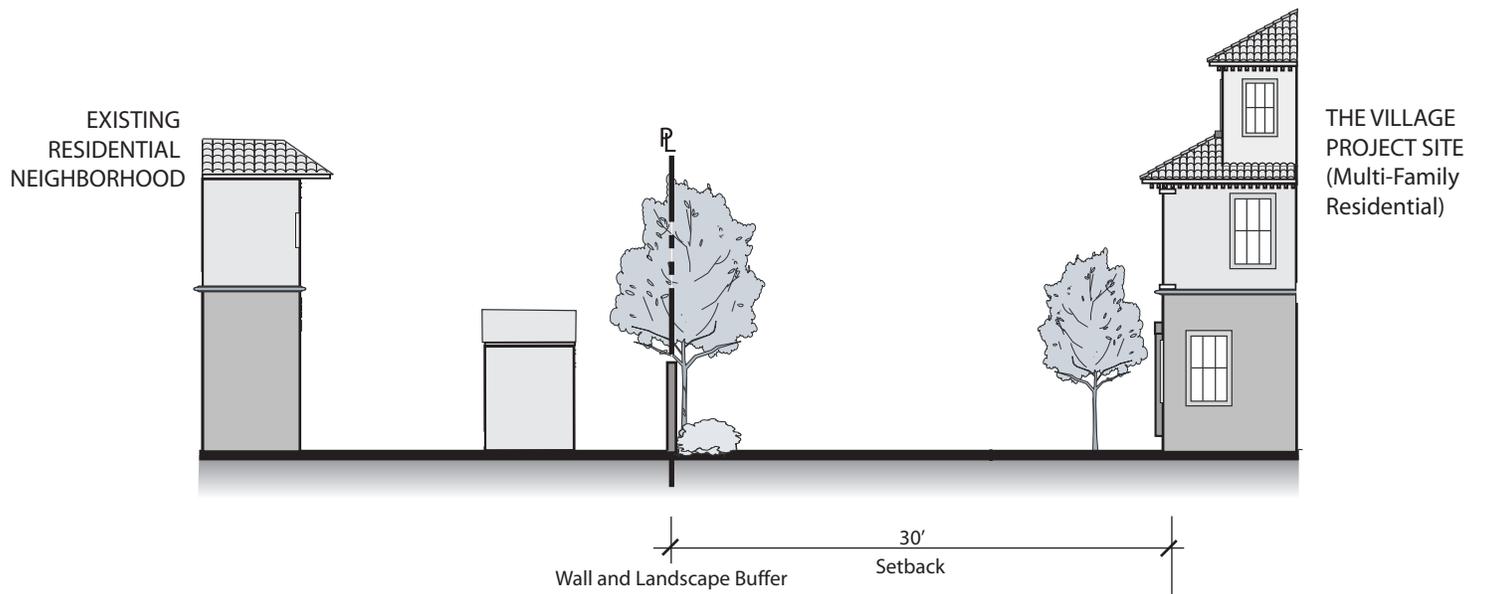
The Village Specific Plan:  
Building Setbacks

June 18, 2007



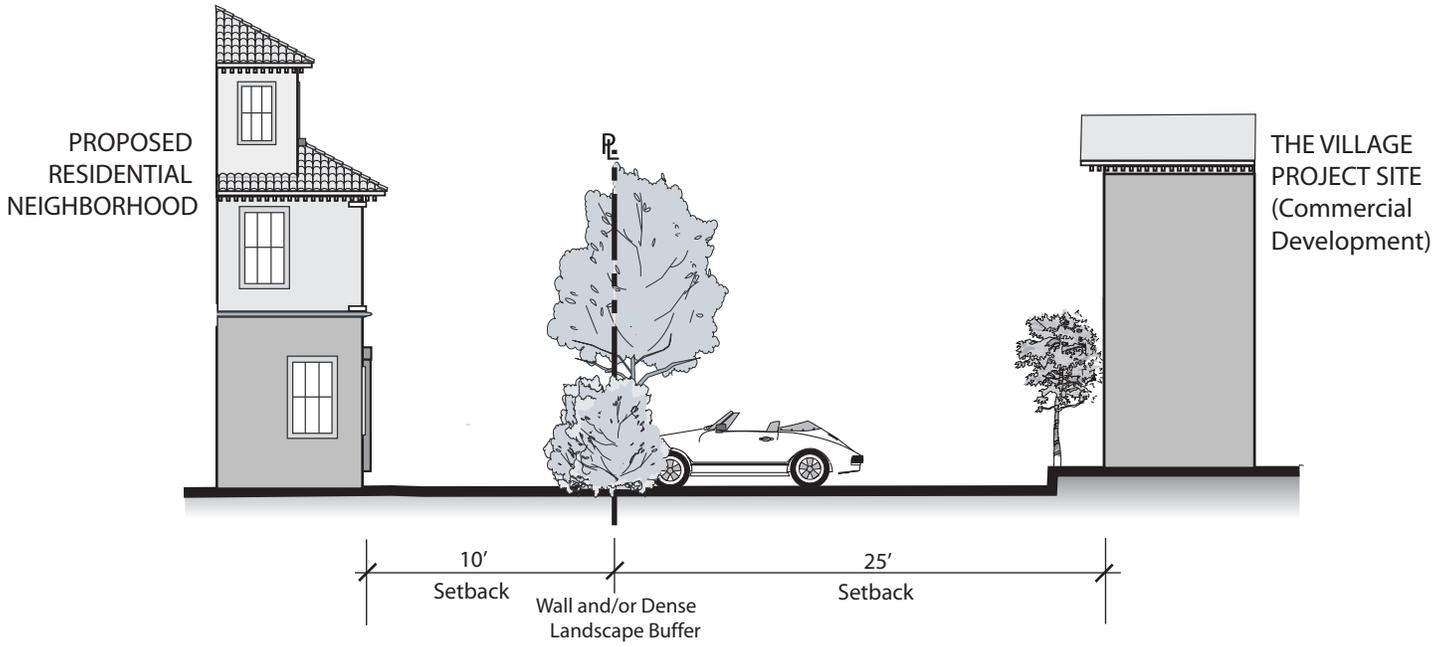
LANDSCAPE BUFFER AND SETBACK  
PROPOSED COMMERCIAL TO EXISTING RESIDENTIAL SECTION

Figure 7b



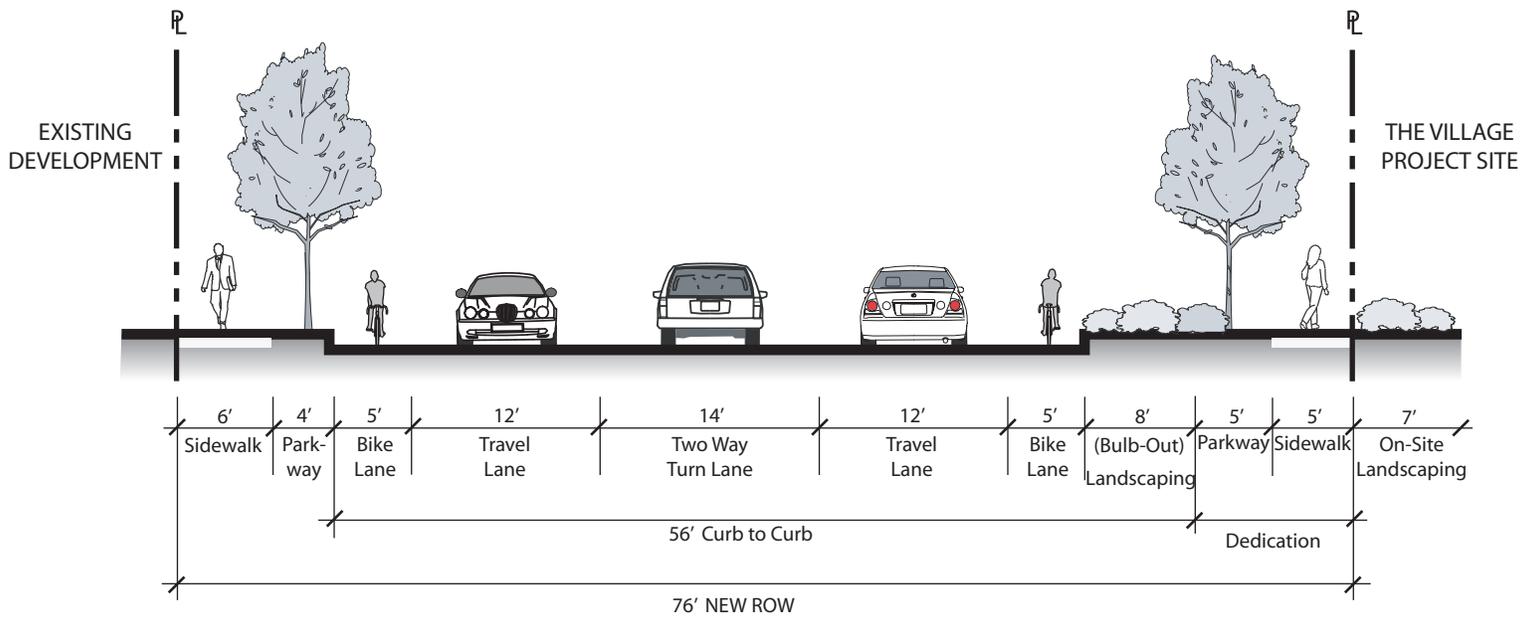
LANDSCAPE BUFFER AND SETBACK  
PROPOSED RESIDENTIAL TO EXISTING RESIDENTIAL SECTION

Figure 7c



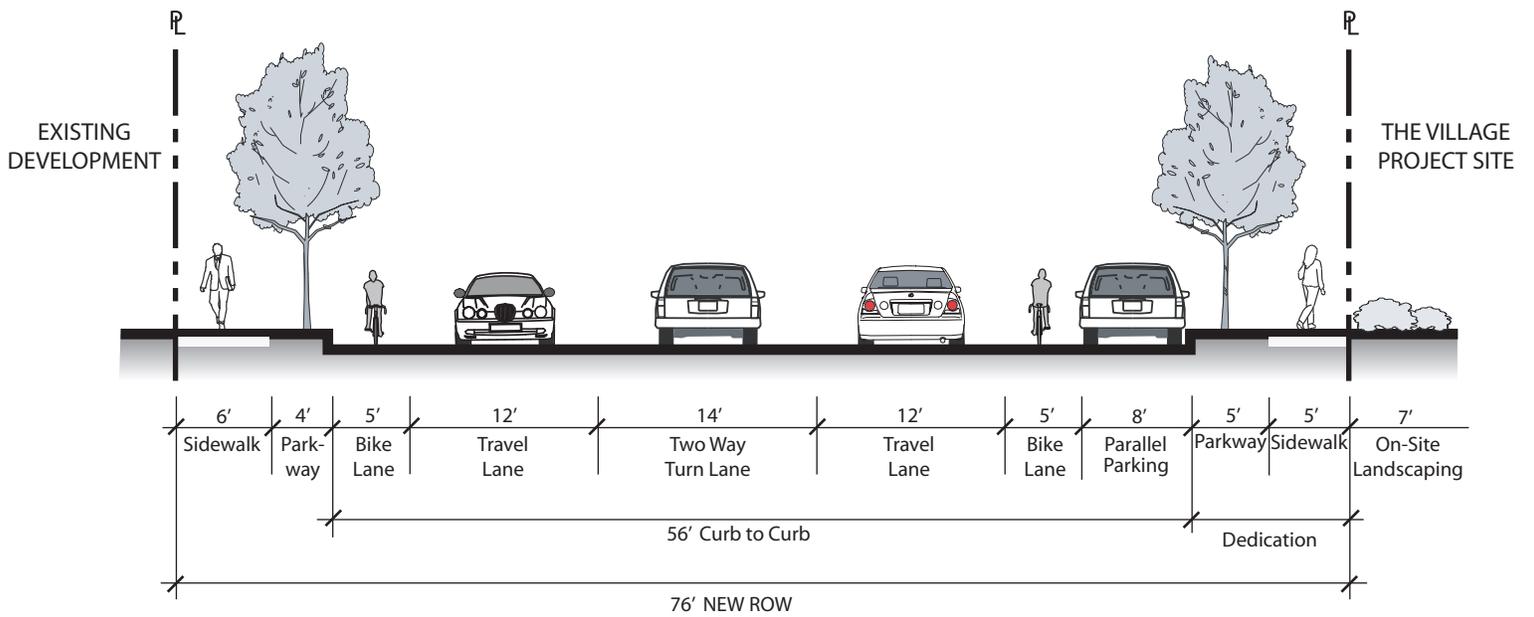
LANDSCAPE BUFFER AND SETBACK  
 PROPOSED COMMERCIAL TO PROPOSED RESIDENTIAL SECTION

Figure 7d



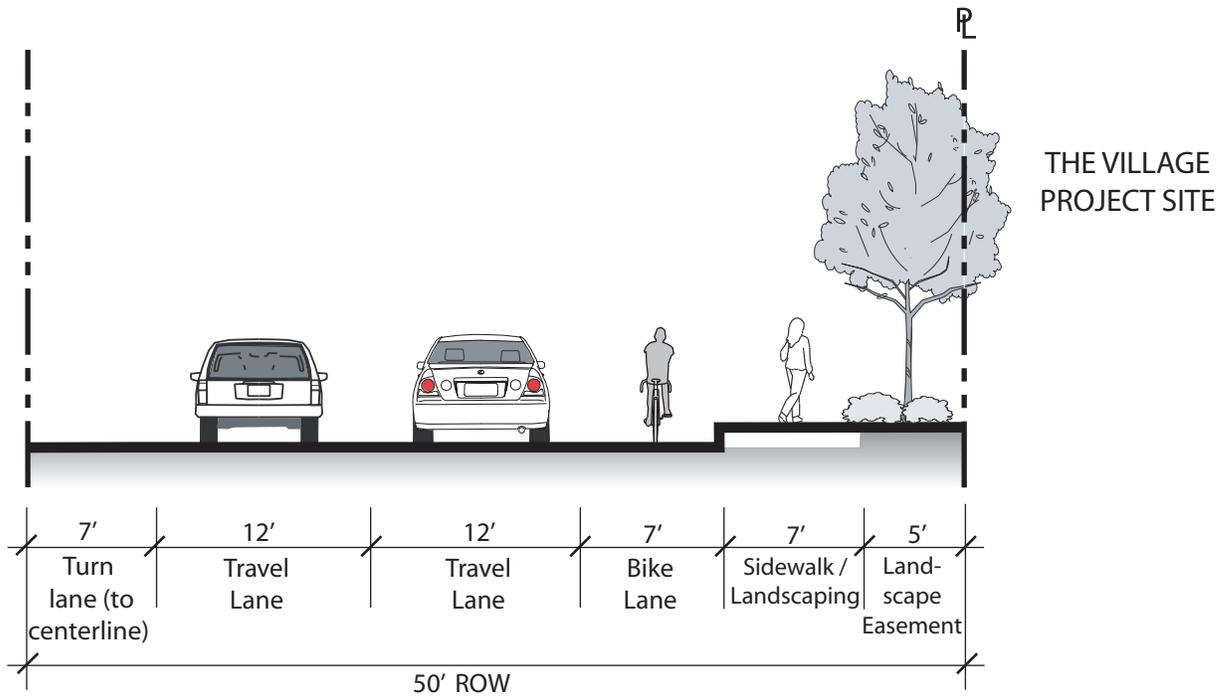
MC MURRAY ROAD  
STREET SECTION

Figure 8a



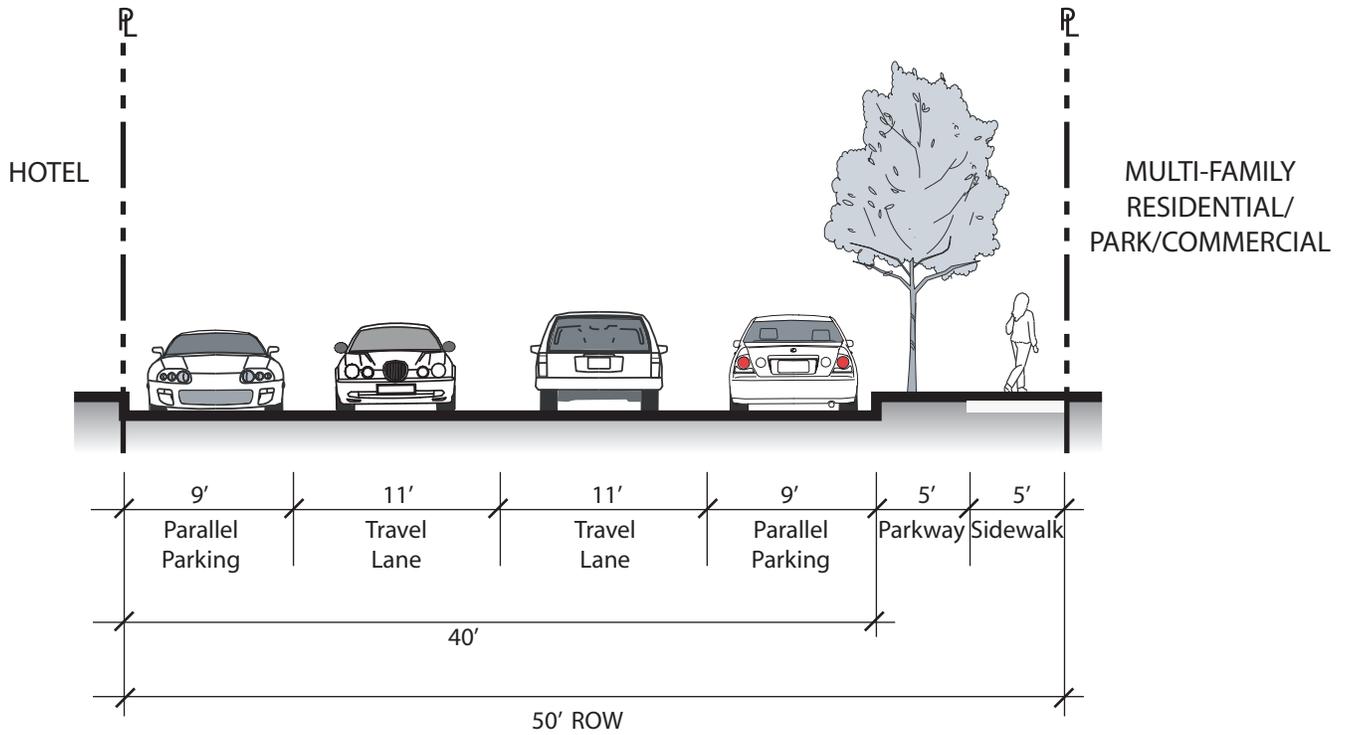
MC MURRAY ROAD  
STREET SECTION

Figure 8b



HIGHWAY 246  
PARTIAL STREET SECTION

Figure 9



INTERNAL LOOP ROAD  
STREET SECTION

Figure 10



8b

8a

8b

8a

10

9

Park approx. 0.4 ac

Park approx. 1.4 ac

Hotel approx. 4.0 ac

(Townhomes/Condos/Apartments/Single-Family) Residential approx. 12.0 ac

Commercial approx. 4.0 ac

City Limit

HIGHWAY 101

MC MURRAY ROAD

HIGHWAY 246

FREEAR DRIVE

GLENNORA WAY

GRAPHIC SCALE  
100' 0' 50' 100'

FIGURE 1 1

**The Village**  
BUELLTON, CA

The Village Specific Plan:  
Street Section Locations  
June 18, 2007

## Planning Commission Resolution No. 12-04

### A Resolution of the Planning Commission of the City of Buellton, California, Recommending to the City Council the Approval of a Specific Plan Amendment (SP-12-01) for the Village Specific Plan Located on Assessor's Parcel Number 137-090-045, and Making Findings in Support Thereof

**SECTION 1:** The Village Specific Plan was approved on September 27, 2007, by City Council Ordinance No. 07-07

**SECTION 2:** John Franklin (hereinafter referred to as the "Applicant"), has filed an application requesting approval of an amendment to the adopted Specific Plan requesting changes to the phasing requirements of the commercial portions of the project along with allowing senior housing to move forward independent of the commercial aspects of the project.

**SECTION 3:** All proceedings having been duly taken as required by law, and upon review of the information provided in the staff report, consideration of the testimony given at the public hearing, as well as other pertinent information, the Planning Commission finds the following:

- A. **Record.** Prior to rendering a decision on any aspect of the Project, the Planning Commission considered the following:
1. All public testimony, both written and oral, received in conjunction with that certain public hearing conducted by the Planning Commission on October 4, 2012 ("Public Hearing").
  2. All oral, written and visual materials presented by City staff in conjunction with the Public Hearing.
  3. The following informational documents which, by this reference, are incorporated herein.
    - a. That certain written report and attachments submitted by the Planning Department dated October 4, 2012 (the "Staff Report").
- B. **Public Review.** On the basis of evidence hereinafter listed, all administrative procedures and public participation requirements prescribed in the Buellton Zoning Ordinance have been lawfully satisfied:

1. A notice of public hearing was published in a newspaper on September 20, 2012 (the "Public Notice"), a minimum of ten (10) days in advance of the Public Hearing.
  2. The Public Notice was mailed to the Applicant, affected public agencies, persons owning property within 300 feet of the Project site and others known to be interested in the matter on September 20, 2012, 10 days in advance of the Public Hearing.
  3. The Public Notice and Agenda for the Public Hearing were posted in three conspicuous public places a minimum of 10 days before the Public Hearing.
- C. Environmental Clearance. The proposed amendment is adequately addressed in the prior environmental document (Addendum EIR) prepared for the Village Specific Plan. No further environmental review is required.
- D. Consistency Declarations. Based on (i) the evidence presented in the Staff Report (incorporated herein by reference), (ii) consultations with affected City Departments, and (iii) testimony and comments received in connection with the Public Hearing, the Planning Commission does hereby declare as follows:
1. Specific Plan Adoption.
    - a. Findings:
      - i. The form and substance of the Specific Plan Amendment, as well as the process used in its preparation and adoption, are consistent with the requirements set forth in the Buellton Municipal Code (Section 19.08.140).
      - ii. The Specific Plan Amendment is in conformance with all applicable policies and implementation programs set forth in the 2025 Buellton General Plan.
      - iii. The Specific Plan Amendment will not be detrimental to the health, safety, comfort, convenience, property values and general welfare of the community based on the development standards set forth in the Village Specific Plan and with the incorporation of the mitigation measures from the AEIR (both not being changed by the Specific Plan Amendment).
      - iv. The Specific Plan Amendment will not adversely affect such necessary community services,

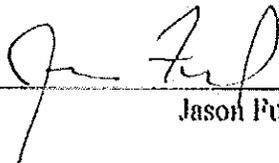
including traffic circulation, sewage disposal, fire protection, police protection and water supply based on the development standards set forth in the Village Specific Plan and with the incorporation of the mitigation measures from the AEIR (both not being changed by the Specific Plan Amendment).

**SECTION 4:** Based upon the forgoing findings, facts and conclusions, including, but not limited to, the review of the information provided in the Staff Report, consideration of the testimony given at the Planning Commission Public Hearing, as well as other pertinent information, the Planning Commission hereby recommends that the City Council adopt, by ordinance, an amendment to the Village Specific Plan as noted in Attachment 1 to the Planning Commission staff report of October 4, 2012, with the following modifications:

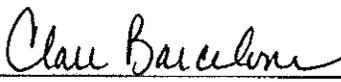
1. The wording excluding a senior housing project from the timing restrictions shall be a stand-alone paragraph.
2. The construction of the central park shall also be tied to development of the senior housing project.

**SECTION 5:** The Planning Commission Secretary shall certify as to the adoption of this Resolution and shall cause the same to be transmitted to the City Clerk for consideration by the City Council.

**PASSED, APPROVED, AND ADOPTED** this 4th day of October 2012.

  
\_\_\_\_\_  
Jason Fussel, Chair

**ATTEST:**

  
\_\_\_\_\_  
Clare Barcelona, Planning Commission Secretary



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

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

To: The Honorable Mayor and City Council

From: Marc Bierdzinski, Planning Director

Meeting Date: November 8, 2012

Subject: Ordinance No. 12-03 – “An Ordinance of the City Council of the City of Buellton, California, Adding a Nuisance Noise Section to Chapter 8.04 of the Municipal Code” (Introduction/First Reading)

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**BACKGROUND**

The Municipal Code was re-codified in 2011 and various County regulations that did not pertain to the City were eliminated as part of that process. Sections would then be brought back into the Municipal Code that would reflect City policies and procedures. Earlier this year the section on smoking in public places was reintroduced into the Buellton Municipal Code.

Ordinance No. 12-03 relates to nuisance noise impacts. Because the prior County noise provisions were not specific to Buellton to allow effective enforcement, the nuisance noise section from the County was deleted in 2011. This ordinance reintroduces the section into the Buellton Municipal Code to reflect noise impacts in the City of Buellton. The noise regulations include:

- Setting daytime and nighttime noise levels standards.
- Setting hours of operation for construction activities, with exceptions for normal household, hobby, and gardening activities.
- The identification of nuisance noise sources, including animals, loud televisions/stereos.

The proposed ordinance does contain basic noise level standards for the zoning districts in the City as noted in the following table:

**Table of Applicable Limits**

<b>Property Receiving Noise</b>	<b>Time of Day</b>	<b>1-Hour Average Sound Level (dB)</b>
Zones – RS, RM, MHP, PRD, OS, REC, PQP	7 a.m. to 10 p.m.	65
	10 p.m. to 7 a.m.	45
Zones – CR, CS, M	7 a.m. to 10 p.m.	75
	10 p.m. to 7 a.m.	45

For comparison purposes, the following are typical noises and their corresponding decibel levels:

- Quiet library, 30-40 dB
- Normal conversation at 3 feet, 60-65 dB
- Vacuum cleaner at 3 feet, 70 dB
- Department store interior, 70-75 dB
- Telephone dial tone, 80 dB
- City traffic (inside car), 85 dB
- Jackhammer at 50 feet, 95 dB

Staff and the City Attorney used models from other cities that have been in place and operative to draft this ordinance.

Noise complaints are rare in Buellton and staff does not expect to have any increase in enforcement requests on the basis of these new standards. However, the ordinance will give the City more leverage in abating any adverse noise impacts through our code enforcement program. Our existing enforcement program within Section 8.04 of the Municipal Code allows the use of either a civil citation process or a criminal misdemeanor process to abate violations of the Municipal Code, including noise impacts.

### **FISCAL IMPACT**

No fiscal impacts are anticipated as a result of the adoption of this ordinance.

### **RECOMMENDATION**

That the City Council consider the introduction and first reading of Ordinance No. 12-03 – “An Ordinance of the City Council of the City of Buellton, California, Adding a Nuisance Noise Section to Chapter 8.04 of the Municipal Code” by title only and waive further reading.

### **ATTACHMENT**

Ordinance No. 12-03

## ORDINANCE NO. 12-03

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, ADDING A NUISANCE NOISE SECTION TO CHAPTER 8.04 OF THE MUNICIPAL CODE

**SECTION 1:** The nuisance ordinance section of the Buellton Municipal Code (Section 8.04) currently lacks a section regarding nuisance noise impacts that are standard in most other jurisdictions.

**SECTION 2:** All proceedings having been duly taken as required by law, and upon review of the information provided in the staff report, consideration of the testimony given at the public hearing, as well as other pertinent information, the City Council finds the following:

- A. Record.** Prior to rendering a decision on any aspect of the proposed zoning ordinance amendments, the City Council considered the following:
1. All public testimony, both written and oral, received in conjunction with that certain public hearing conducted by the City Council on November 8, 2012 (“Public Hearing”).
  2. All oral, written and visual materials presented by City staff in conjunction with the Public Hearing.
  3. The following informational documents which, by this reference, are incorporated herein.
    - a. That certain written report submitted to the City Council dated November 8, 2012 (the “Staff Report”).
- B. Public Review.** On the basis of evidence hereinafter listed, all administrative procedures and public participation requirements prescribed in the Buellton Zoning Ordinance have been lawfully satisfied:
1. A notice was published in a legal section of a newspaper of general circulation on October 25, 2012 (the “Public Notice”), a minimum of ten (10) days in advance of the Public Hearing conducted on November 8, 2012.
  2. The Public Notice was posted in three public locations on October 25, 2012, a minimum of 10 days in advance of the Public Hearing.
- C. Environmental Clearance.** This project is exempt from the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

### **SECTION 3. ADOPTION:**

THE CITY COUNCIL OF THE CITY OF BUELLTON DOES HEREBY ORDAIN AS FOLLOWS (*ADDITIONS ARE UNDERLINED, DELETIONS ARE IN STRIKEOUT*):

#### **Section 8.04.030 Public Nuisances Designated**

G. Noise Regulations. In order to secure and promote the public health, comfort, safety, and welfare, and to protect the rights of its citizens to privacy and freedom from nuisance, it is the purpose of this section to prohibit unnecessary, excessive, and annoying noises at levels which are detrimental to the health and welfare of the community. Emitting or causing the emission of such noises is a violation of this chapter.

1. Definitions. Whenever the following words and phrases are used in this section, they shall have the meaning ascribed to them in this section.

a. A-Weighted Sound Level. The sound level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A) or dBA.

b. Ambient Noise Level. The composite noise from all sources near and far. In this context, the ambient noise level constitutes a normal or existing level of environmental noise as a given location and time.

c. Average Sound Level. A sound level typical of the sound levels at a certain place during a given period of time, averaged by the general rule of combination for sound levels, said general rule being set forth in the American National Standard Specifications for Sound Level Meters (see S1.4-1983 or the latest revision thereof). Average sound level is also called equivalent continuous sound level (Leq).

d. Construction Equipment. Any tools, machinery, or equipment used in conjunction with construction operations, including all types of "special construction" equipment as defined in the pertinent sections of the California Vehicle Code when used in the construction process on any construction site, regardless of whether such construction site be located on-highway or off-highway.

e. Decibel (dB). A unit of measure of sound (noise) level.

f. Disturbing, Excessive, or Offensive Noise. (1) Any sound or noise which constitutes a nuisance involving discomfort or annoyance to persons of normal sensitivity residing in the area.

(2) Any sound or noise conflicting with the criteria or levels set forth in this section.

g. Emergency Work. Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from imminent exposure to danger of damage, or work by public or private utilities when restoring utility service.

h. Motor Vehicles. Any and all self-propelled vehicles as defined in the California Vehicle Code, specifically including, but not limited to, "mini-bikes" and "go-carts."

i. Noise Level. The same as "sound level." The terms may be used interchangeably herein.

j. Person. A person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private.

k. Sound Level. In decibels, the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network as specified in American national Standards Institute specifications for Sound Level Meters (see ANSI S1.4-1983, or the latest version thereof). If the frequency weighting employed is not indicated, the A-weighting is implied.

l. Sound Level Meter. An instrument, including a microphone, an amplifier, a readout, and frequency weighting networks for the measurement of sound levels, which meets or exceeds the requirements pertinent for Type S2A meters in the American National Standards Institute specifications for Sound Level Meters (see S1.4-1983 or the latest revision thereof).

m. Supplementary Definitions of Technical Terms. Definitions of technical terms not defined herein shall be obtained from American national Standard Acoustical Terminology (see S1.1-1960; R-1976).

2. Sound Level Measurement.

a. Any sound or noise level measurement made pursuant to the provisions of this section shall be measured with a sound level meter using the A-weighting and meter response pursuant to applicable manufacturer’s instructions.

b. The sound level meter shall be appropriately calibrated and adjusted as necessary by means of an acoustical calibrator or the coupler-type to assure meter accuracy within the tolerances set forth by the American National Standards Institute (see ANSI S1.4-1983 or the latest revision thereof).

c. For outdoor measurements, the microphone shall be not less than 4 feet above the ground, at least 4 feet distant from walls or other large reflecting surfaces and shall be protected from the effects of wind noises by the use of appropriate wind screens and the location selected shall be at any point on the affected property. In cases where the microphone must be located within ten feet of walls or similar large reflecting surfaces, the actual measured distances and orientation of the sources, microphone and reflecting surfaces shall be noted and recorded. In no case shall a noise measurement be taken within 5 feet of the noise source.

d. For indoor measurements, the microphone shall be at least 3 feet distant from any wall, ceiling or partition, and the average measurement of at least 3 microphone positions throughout the room shall be determined.

3. Sound Level Limits.

a. Unless otherwise specified, it shall be unlawful for any person(s) to cause noise by any means to the extent that the one-hour average sound level exceeds the applicable limit given in the following table at any location in the City of Buellton beyond the property line of the premises on which the noise is produced, as measured pursuant to the provisions of this section. The noise subject to these limits is that part of the total noise at the specified location that is due solely to the action of said person(s).

**Table of Applicable Limits**

<b><u>Property Receiving Noise</u></b>	<b><u>Time of Day</u></b>	<b><u>1-Hour Average Sound Level (dB)</u></b>
Zones – RS, RM, MHP, PRD, OS, REC, PQP	<u>7 a.m. to 10 p.m.</u>	<u>65</u>
	<u>10 p.m. to 7 a.m.</u>	<u>45</u>
Zones – CR, CS, M	<u>7 a.m. to 10 p.m.</u>	<u>75</u>
	<u>10 p.m. to 7 a.m.</u>	<u>45</u>

b. The noise limits is subsection (3a) above shall be adjusted as follows to account for the effects of time and duration on the impact of noise levels:

i. Noise that is produced for no more than a cumulative period of 15 minutes in any hour may exceed the noise limit by 3 decibels.

ii. Noise that is produced for no more than a cumulative period of 10 minutes in any hour may exceed the noise limit by 4 decibels.

iii. Noise that is produced for no more than a cumulative period of 5 minutes in any hour may exceed the noise limit by 5 decibels.

c. For purposes of this section, the peak decibel reading for a noise with fluctuating noise level (such as live or recorded music) shall be considered as the noise level for the entire cumulative period of noise. Likewise, the time between repetitive intermittent noises (such as banging, pounding, or hammering) shall be included in the cumulative of the noise.

d. If the measured ambient level exceeds the applicable limit noted above, the allowable one-hour average sound level shall be the ambient noise level.

e. Fixed-location public utility distribution or transmission facilities located on or adjacent to a property line shall be subject to the noise level limits of this section, measured at or beyond 6 feet from the boundary of the easement upon which the equipment is located.

4. Construction Noise. Any person who operates powered construction or landscape equipment and/or who erects, constructs, demolishes, excavates for, alters, or repairs any building or structure within the City of Buellton in such a manner as to cause noise to be received beyond the boundaries of the property on which construction work is occurring shall comply with the following:

a. No construction work shall be performed on Sundays or federally designated holidays.

b. No construction work shall be performed on Saturdays without the written approval of the City of Buellton. In no cases shall work occur before 9:00 a.m. or after 5:00 p.m.

c. No construction work shall be performed before 7:00 a.m. or after 6:00 p.m. on Monday through Friday.

d. Construction activity shall not cause an hourly average sound level of greater than 75 decibels on property zoned or used for open space, recreation, or residential purposes.

e. Exception. Interior construction work that does not generate noise outside of the structure is not subject to the noise restrictions of this subsection.

f. Exception. A person may perform construction work on the person's own property on a Sunday or holiday between the hours of 10:00 a.m. and 5:00 p.m., provided such construction activity is not carried on for profit or livelihood.

5. Repair of Motor Vehicles. It shall be unlawful for any person within the City of Buellton to repair, rebuild, or test any motor vehicle in such a manner as to cause disturbing, excessive, or offensive noise as defined in this section.

6. Public Nuisance Noise.

a. It shall be unlawful for any person to make, continue, or cause to be made or continued, within the limits of the City of Buellton, any disturbing, excessive, or offensive noise which causes the discomfort or annoyance to any reasonable persons or normal sensitivity residing in the area.

b. In the absence of objective measurement by use of a sound level meter, the characteristics and conditions which shall be considered in determining whether a violation of the provisions of this subsection exists shall include any or all of the following:

- i. The level of the noise;
- ii. Whether the nature of the noise is usual or unusual;
- iii. Whether the origin of the noise is natural or unnatural;
- iv. The level of the ambient noise;
- v. The proximity of the noise to sleeping facilities;
- vi. The nature and zoning of the area from which the noise emanates and the area where it is received;
- vii. The time of day or night the noise occurs;
- viii. The duration of the noise; or
- ix. Whether the noise is recurrent, intermittent, or constant.

c. Identified Excessive Noises. The following activities, among others, are declared to cause disturbing, excessive, or offensive noises in violation of this subsection, but said enumeration shall not be deemed exclusive, namely:

i. Radios, Televisions, Stereos, Surround Sound Systems, Amplifiers, Musical Instruments, and Similar Devices. The use, operation, or permitting to be played, used, or operated, any sound production or reproduction device, radio receiving set, musical instrument, drums, loud speakers, amplifiers, surround sound systems or other machine of device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet, and comfort of any reasonable person of normal sensitivity in any residential or public area is prohibited. This provision shall not apply to any participant in a duly licensed parade, or any person who has been otherwise duly authorized by the City of Buellton to engage in such conduct.

(1) Prima Facie Violations. The operation of any such device between the hours of 10:00 p.m. and 8:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure, or vehicle in which it is located, shall be prima facie evidence of a violation of this subsection.

ii. Animals.

(1) The keeping or maintenance, or the permitting to be kept or maintained upon any premises owned, occupied, or controlled by any person of any animal or animals which by frequent or long continued noise, shall cause annoyance or discomfort to reasonable persons of normal sensitivity in the vicinity.

(2) The written affirmation by two persons having separate residences that the violation of this subsection disturbs the peace and quiet of said persons shall be prima facie evidence of a violation of this subsection.

## 7. Exemptions

a. Emergency Work. The provisions of this section shall not apply to any emergency work as defined herein.

b. Government Preempted Activities. The provisions of this section shall not apply to any activity to the extent regulation thereof has been preempted by Federal, State, or Local law.

c. Motor Vehicles. Sound produced by motor vehicles as regulated by sound-limiting provisions of the State Vehicle Code when such vehicle is located or operated on any public street, right-of-way, or highway.

d. Aircraft. Aircraft operated in conformity with federal law

- e. Utilities. Activities necessary to continue to provide utility service to the general public, whether this service is installing additional facilities, restoring worn or damaged facilities, and/or maintaining existing service.
- f. Household Activities. The reasonable operation of normal household gardening or hobby shop equipment or home maintenance/repair work during the hours of 7:00 a.m. until 10:00 p.m., Monday through Friday, and 8:00 a.m. until 9:00 p.m. on Saturdays, Sundays, and Holidays.

### **Section 19.02.220 Commercial/industrial zone general development standards**

E.3 Noise. ~~Noise standards are contained in Section 08.04.030.G of the Municipal Code. The volume of sound measured outside during calm air conditions, generated by any use on the property shall not exceed 76 dB at or beyond the property boundary upon which such use is located. However, in no case shall the volume of sound exceed 65 dB at the location of any nearby sensitive uses, as defined in the noise element of the general plan.~~

**SECTION 4:** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance irrespective of the fact that any one or more sections, subsections, subdivision, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

**SECTION 5:** The City Clerk: (i) shall certify as to the passage of this Ordinance and shall cause the same to be published as required by law; (ii) is hereby authorized and directed to make typographical, grammatical and similar corrections in the final text of the Ordinance so long as such corrections do not constitute substantive changes in context; and (iii) cause the Buellton Municipal Code to be reprinted by deleting language contained within Section 3 of this Ordinance that is stricken and adding language that is underlined.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ of December 2012.

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Holly Sierra  
Mayor

**ATTEST:**

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Linda Reid  
City Clerk

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

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

To: The Honorable Mayor and City Council

From: John Kunkel, City Manager

Meeting Date: November 8, 2012

Subject: Discussion Regarding Possible Funding for a Presentation by Peter Kageyama, "*For the Love of Cities*"

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**BACKGROUND**

At the most recent League of California Cities Educational Conference, the keynote speaker was Peter Kageyama. He has written the book "*For the Love of Cities*". Most of you were at the Conference and heard some of his ideas and examples of how people and Cities work to make their city "lovable".

Mr. Kageyama will be coming to the Central Coast and there is an opportunity for the City of Buellton to have Mr. Kageyama come to our area and make a presentation for us. Mayor Sierra has spoken to him and his fee would be between \$4,000-\$5,000 and half his airfare. (We may be able to reduce this cost if we can partner with other Cities).

**FISCAL IMPACT**

Maximum of approximately \$5,000 with the potential to be less if partnering with other entities.

**RECOMMENDATION**

That the City Council decide if they would like Mr. Kageyama to make a presentation and authorize staff to move accordingly.

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

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director/City Engineer

Meeting Date: November 8, 2012

Subject: Recordation of the Village Tract Map 31052

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**BACKGROUND**

At their regular meeting on October 9, 2008, the City Council approved Resolution No. 08-25, approving the Master Tentative Tract Map 31052 for the Village Specific Plan, which authorized the creation of five master lots on 23.86 acres. The property is situated on the northeast corner of Highway 246 and McMurray Road (behind the existing gas station).

The required subdivision improvement plans have been completed and approved and the appropriate securities have been submitted. The Final Map has been reviewed for technical merit and its substantial compliance with the previously approved tentative map. All conditions related to the Final Map approval have been met. All fees and bond amounts are approved. The Developer shall provide all required fees and bonds prior to actual recordation of the Final Map.

All supporting documents for Grant of Easements has also been reviewed and approved.

To ensure timely completion of public improvements, a Subdivision Improvements Agreement was developed by the City Attorney and staff. The Developer will execute the final agreement upon approval by the City Council. The Developer agrees to all conditions stated within the Agreement with the exception of Section 4 – Construction Schedule. Staff’s recommendation is to allow Five (5) years following approval of the final map. The Developer would like the Council to consider allowing Seven (7) years following approval of the final map with one additional year of extension if requested by the Developer. The request is based on the phasing requirements by the City. The Developer believes that 5 years is not enough time, particularly with the economic conditions.

**FISCAL IMPACT**

The listing of this item in itself will not have any fiscal impact on the City.

**RECOMMENDATION**

That the Council A) accept the easements and offers of road dedication as stated in the City Clerk's statement on the Map, B) accept the grant of easements for curb/gutter/sidewalk and water, C) authorize the recordation of Tract Map 31052 upon receipt of all fees and bonds, and D) authorize execution of the Subdivision Improvements Agreement.

**ATTACHMENTS**

Attachment 1 – Tract Map 31052

Attachment 2 – Grant of Easements (Water and Curb/Gutter/Sidewalk)

Attachment 3 – Subdivision Improvement Agreements

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE AN INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND. WE CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

WE HEREBY OFFER TO DEDICATE STATE HIGHWAY 246, MCMURRAY ROAD AND VALLEY VINEYARD CIRCLE IN FEE TO THE CITY OF BUELLTON FOR PUBLIC ROADS AS SHOWN HEREON.

WE ALSO HEREBY GRANT THE EASEMENTS SHOWN HEREON FOR THE PURPOSES SET FORTH.

OAK SPRINGS VILLAGE PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature] ARLEN MILLER, PRESIDENT  
[Signature] ANTHONY MILLER, SECRETARY

**ACKNOWLEDGMENT**

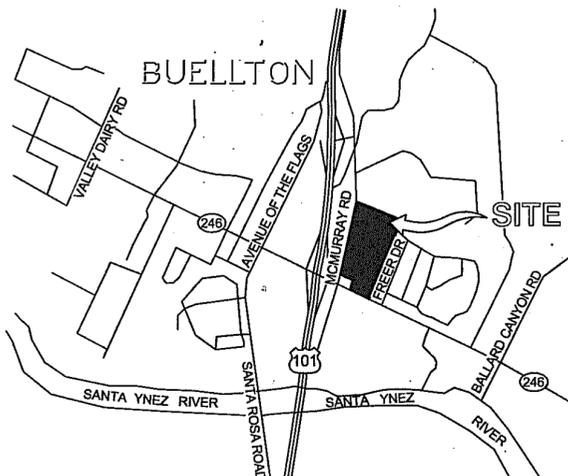
STATE OF CALIFORNIA }  
 COUNTY OF LOS ANGELES } SS

ON SEPT 7, 2012 BEFORE ME, L. COGHLAN, A NOTARY PUBLIC, PERSONALLY APPEARED ARLEN MILLER, ANTHONY MILLER WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/IT THEY EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE [Signature]  
 PRINTED L. COGHLAN  
 MY COMMISSION EXPIRES FEB 4, 2016  
 COMMISSION NO. 1968703  
 PRINCIPAL OFFICE LOCATED IN COUNTY OF VENTURA



VICINITY MAP  
 NO SCALE

**PLANNING DIRECTOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND HAVE DETERMINED THAT IT SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY THE CITY COUNCIL OF THE CITY OF BUELLTON ON OCTOBER 9, 2008, AND TO THE CONDITIONS AS IMPOSED THEREON.

MARC P. BIERDZINSKI, PLANNING DIRECTOR DATE

**CITY CLERK'S STATEMENT**

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF BUELLTON, BY MINUTE ACTION ON THE DAY OF \_\_\_\_\_, 2012, APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC, THE EASEMENTS AS SHOWN ON THIS MAP FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION AND ACCEPTED STATE HIGHWAY 246, MCMURRAY ROAD AND VALLEY VINEYARD CIRCLE IN FEE FOR PUBLIC ROAD PURPOSES.

CITY CLERK DATE

**CLERK OF THE BOARD'S STATEMENT**

I, CHANDRA L. WALLAR, CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY, DO HEREBY STATE THAT PURSUANT TO GOVERNMENT CODE SECTION 66464 (STATE SUBDIVISION MAP ACT), THAT THE CERTIFICATES AND DEPOSITS REQUIRED UNDER GOVERNMENT CODE SECTION 66492 AND SECTION 66493 (STATE SUBDIVISION MAP ACT) ON THE PROPERTY WITHIN THIS SUBDIVISION HAVE BEEN FILED AND MADE.

BY: CHANDRA L. WALLAR CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY  
 DEPUTY  
 DATE: \_\_\_\_\_ (SEAL)

**SIGNATURE OMISSIONS**

- EASEMENT**
- THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE GOVERNMENT CODE (STATE SUBDIVISION MAP ACT).
    - GENERAL TELEPHONE COMPANY OF CALIFORNIA PER THE DOCUMENT RECORDED NOVEMBER 1, 1976, IN BOOK 2632 AT PAGE 1031 OF OFFICIAL RECORDS
    - PACIFIC GAS & ELECTRIC COMPANY PER DOCUMENT RECORDED MAY 9, 1977, AS INSTRUMENT NO. 77-22207 OF OFFICIAL RECORDS.
    - BUELLTON COMMUNITY SERVICES DISTRICT PER THE DOCUMENT RECORDED APRIL 18, 1978, AS INSTRUMENT NO. 78-17245 OF OFFICIAL RECORDS
  - MINERAL**
  - THE SIGNATURES OF THE FOLLOWING MINERAL RIGHTS HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436 (a)(3)(C) OF THE GOVERNMENT CODE (STATE SUBDIVISION MAP ACT).
    - MERCHANTS TRUST COMPANY, A CORPORATION, PER THE DOCUMENT RECORDED SEPTEMBER 5, 1912, IN BOOK 137, PAGE 165 AND THE DOCUMENT RECORDED SEPTEMBER 24, 1913, IN BOOK 141, PAGE 519, BOTH OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**SOILS ENGINEERING REPORT**

A SOILS ENGINEERING REPORT ORIGINALLY DATED OCTOBER 23, 2002, WAS PREPARED BY PACIFIC MATERIAL LABORATORY AS FILE NO. 02-1576-6 AND SIGNED BY RONALD J. PIKE, GE 2291, AND UPDATED ON APRIL 16, 2008 AND OCTOBER 27, 2011, AS FILE NO. 08-1576-6 AND 11-1576-6, AND HAS BEEN FILED WITH THE CITY OF BUELLTON.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OAK SPRINGS VILLAGE PROPERTIES IN FEBRUARY, 2008. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL THE MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF THE RECORDATION OF THIS MAP AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [Signature] PAUL E. REICHARDT, L.S. 5693 DATE 9-4-12  
 (EXP. 9/30/2013)



**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE TRACT MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATION THEREOF.

BY: [Signature] 10/19/2012  
 MARK E. REINHARDT  
 CITY SURVEYOR, CITY OF BUELLTON  
 PLS 6392



**RECORDER'S STATEMENT**

I HEREBY STATE THAT THIS MAP, TRACT MAP NO. 31,052, CONSISTING OF 2 SHEETS, WAS ACCEPTED AND RECORDED ON \_\_\_\_\_, 20\_\_\_\_, IN BOOK \_\_\_\_ OF MAPS AT PAGES \_\_\_\_ TO \_\_\_\_ AT THE REQUEST OF EDA DESIGN PROFESSIONALS, INC.

FEE: \_\_\_\_\_  
 BY: \_\_\_\_\_ DEPUTY  
 JOSEPH E. HOLLAND  
 CLERK - RECORDER - ASSESSOR  
 SANTA BARBARA COUNTY

**NOTE:**

THIS MAP IS SUBJECT TO CERTAIN CONDITIONS AND INFORMATION INCLUDED IN A "NOTICE" AND RECORDED CONCURRENTLY AS INSTRUMENT NO. \_\_\_\_\_, O.R.

**TRACT 31,052**  
 IN THE CITY OF BUELLTON, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP NO. 12,092 FILED IN BOOK 15 OF PARCEL MAPS AT PAGES 98 & 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



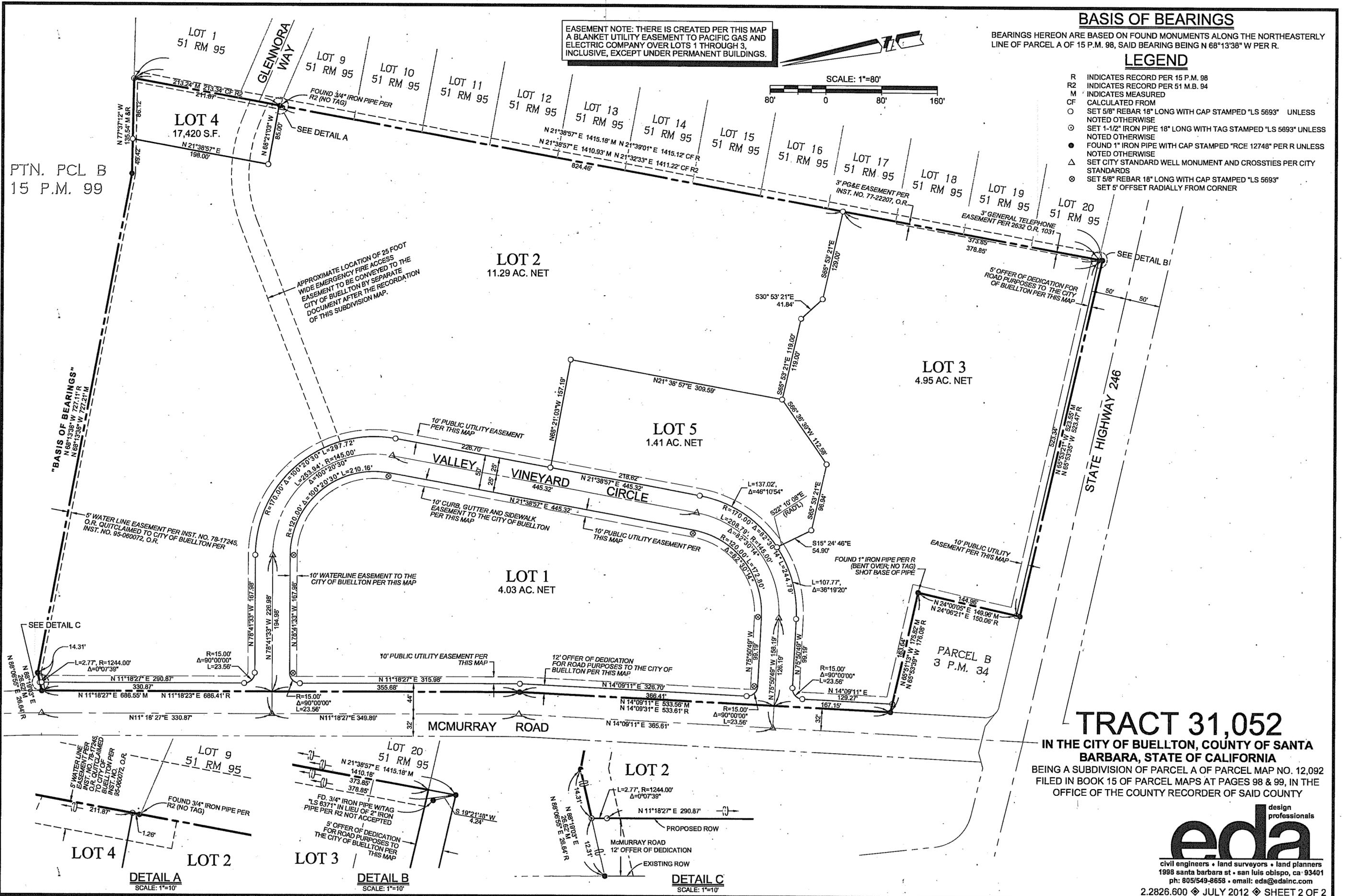
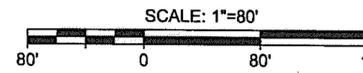
**BASIS OF BEARINGS**

BEARINGS HEREON ARE BASED ON FOUND MONUMENTS ALONG THE NORTHEASTERLY LINE OF PARCEL A OF 15 P.M. 98, SAID BEARING BEING N 68°13'38" W PER R.

**LEGEND**

- R INDICATES RECORD PER 15 P.M. 98
- R2 INDICATES RECORD PER 51 M.B. 94
- M INDICATES MEASURED
- CF CALCULATED FROM
- SET 5/8" REBAR 18" LONG WITH CAP STAMPED "LS 5693" UNLESS NOTED OTHERWISE
- ⊙ SET 1-1/2" IRON PIPE 18" LONG WITH TAG STAMPED "LS 5693" UNLESS NOTED OTHERWISE
- FOUND 1" IRON PIPE WITH CAP STAMPED "RCE 12748" PER R UNLESS NOTED OTHERWISE
- △ SET CITY STANDARD WELL MONUMENT AND CROSSTIES PER CITY STANDARDS
- ⊗ SET 5/8" REBAR 18" LONG WITH CAP STAMPED "LS 5693" UNLESS NOTED OTHERWISE
- SET 5" OFFSET RADIALLY FROM CORNER

EASEMENT NOTE: THERE IS CREATED PER THIS MAP A BLANKET UTILITY EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY OVER LOTS 1 THROUGH 3, INCLUSIVE, EXCEPT UNDER PERMANENT BUILDINGS.



PTN. PCL B  
15 P.M. 99

**TRACT 31,052**

IN THE CITY OF BUELLTON, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP NO. 12,092  
FILED IN BOOK 15 OF PARCEL MAPS AT PAGES 98 & 99, IN THE  
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

**eda** design professionals  
civil engineers • land surveyors • land planners  
1998 santa barbara st • san luis obispo, ca 93401  
ph: 805/549-8658 • email: eda@edainc.com

**DETAIL A**  
SCALE: 1"=10'

**DETAIL B**  
SCALE: 1"=10'

**DETAIL C**  
SCALE: 1"=10'

Recording Requested by:  
CITY OF BUELLTON  
When Recorded Mail to:  
City of Buellton  
P.O. Box 1819  
Buellton, CA 93427

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No Fee Per Government Code 6103

APN 137-090-045

## GRANT OF EASEMENT (**Curb, Gutter and Sidewalk**)

**Oak Springs Village Properties, LLC**, (hereinafter referred to as "Grantor"), hereby grants to the City of Buellton, a municipal corporation, within the County of Santa Barbara, and State of California, and its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way for curb, gutter and sidewalk (hereinafter referred to as "improvements") purposes, and for public right-of-way, together with the right to construct, use, maintain, alter, add to, repair, replace, reconstruct, vegetate or revegetate, inspect and remove at any time and from time to time said improvements on, over, across and along that certain real property in the County of Santa Barbara, State of California, described as follows:

See attached legal description, Exhibit "A"

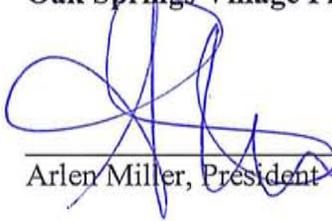
Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, deep rooting trees, earth fill or other structures including walls or fences with continuous footings in a manner that restricts the use of the easement and right of way.

Grantee, and its contractors, agents and employees shall have the right to trim or cut tree roots as may endanger or interfere with said improvements and shall have free access to said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted.

It is understood that each undersigned Grantor grants only that portion of the above described land in which said Grantor has an interest.

Grantor: EXECUTED this 12 day of September, 2012.

**Oak Springs Village Properties, LLC**

  
Arlen Miller, President

  
Anthony Miller, Secretary

**NOTARY**

STATE OF CALIFORNIA )  
 )ss

COUNTY OF LOS ANGELES

On this the 13TH day of SEPT, 2012 before me, L. COGNLAN, a  
Notary Public, personally appeared ARLEN MILLER AND ANTHONY MILLER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument, and acknowledged to me that ~~he~~/~~she~~/they executed the same  
in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument,  
the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature L. Cognlan

Printed L. COGNLAN

My Commission Expires: FEB 4, 2016

Commission Number: 1968703

Principal office located in County of: VENTURA

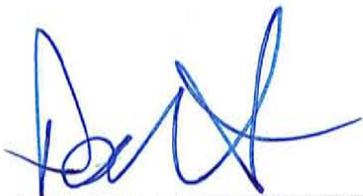


**EXHIBIT "A"**

(Legal Description)

A portion of Lot 1 of Tract Map 31,052 in the City of Buellton, County of Santa Barbara, State of California, as per map recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of Tract Maps, in the Office of the County Recorder of said County, further described as:

That 10' wide strip of land designated as a 10' Curb, Gutter and Sidewalk Easement to the City of Buellton as shown on said Lot 1 of Tract Map 31,052.



9-11-12

Paul E. Reichardt, PLS 5693  
Expire: 9/30/13

Date



CERTIFICATE OF ACCEPTANCE  
AND CONSENT TO RECORDATION OF  
EASEMENT GRANT DEED (Curb, Gutter and Sidewalk)

This is to certify that the interest in real property conveyed by the Deed of Easement dated \_\_\_\_\_ from \_\_\_\_\_ to the City of Buellton, a municipal corporation of the State of California, is hereby accepted by the undersigned City Clerk on behalf of the City Council, pursuant to the action of the City Council at its meeting of \_\_\_\_\_ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

City of Buellton

by \_\_\_\_\_  
City Clerk

Recording Requested by:

CITY OF BUELLTON

When Recorded Mail to:

City of Buellton

P.O. Box 1819

Buellton, CA 93427

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No Fee Per Government Code 6103

APN 137-090-045

**GRANT OF EASEMENT (WATER)**

**Oak Springs Village Properties, LLC**, (hereinafter referred to as "Grantor") hereby grants to the City of Buellton, a municipal corporation within the County of Santa Barbara, State of California, and its successors and assigns (hereinafter referred to as "Grantee"), an easement and right-of-way for water purposes, together with the right to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove underground pipelines, and appurtenances thereto, for the purpose of conveying water through, over, under and across the real property hereinafter described, together with the right to excavate and refill ditches and trenches for said pipelines and appurtenances, and the further right to vegetate or revegetate, remove trees, bushes, undergrowth and other obstructions interfering with the location, construction or maintenance of said pipelines and appurtenances in, on, over, under, across and along that certain property in the City of Buellton, County of Santa Barbara, State of California, described as follows:

See attached legal description, Exhibit "A"

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, deep rooting trees, earth fill or other structures including walls or fences with continuous footings on the above described real property.

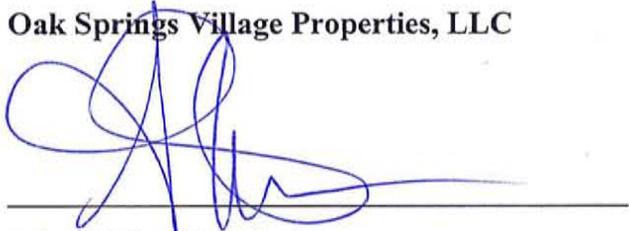
Grantee, and its contractors, agents and employees shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any

excavation on said property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

It is understood that each undersigned Grantor grants only that portion of the above described land in which said Grantor has an interest.

Grantor: EXECUTED this 12 day of September, 2012.

**Oak Springs Village Properties, LLC**



Arlen Miller, President



Anthony Miller, Secretary

NOTARY

STATE OF CALIFORNIA )  
 )ss

COUNTY OF LOS ANGELES

On this the 13~~th~~ day of SEPT, 2012 before me, L. COGNLAN, a  
Notary Public, personally appeared ARLEN MILLER AND ANTHONY MILLER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument, and acknowledged to me that ~~he~~/she/they executed the same  
in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument,  
the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature L. Cognlan

Printed L. COGNLAN

My Commission Expires: FEBRUARY 4, 2016

Commission Number: 1968703

Principal office located in County of: VENTURA

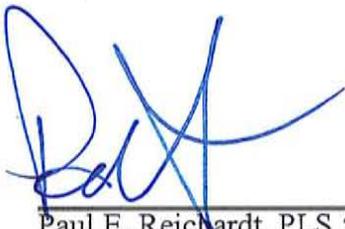


**EXHIBIT "A"**

(Legal Description)

A portion of Lot 1 of Tract Map 31,052 in the City of Buellton, County of Santa Barbara, State of California, as per map recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of Tract Maps, in the Office of the County Recorder of said County, further described as:

That 10' wide strip of land designated as a 10' Waterline Easement to the City of Buellton as shown on said Lot 1 of Tract Map 31,052.



9/11/12

Paul E. Reichardt, PLS 5693  
Expire: 9/30/13

Date



CERTIFICATE OF ACCEPTANCE  
AND CONSENT TO RECORDATION OF  
EASEMENT GRANT DEED

This is to certify that the interest in real property conveyed by the Easement Grant Deed dated \_\_\_\_\_ from \_\_\_\_\_ to the City of Buellton, a municipal corporation of the State of California, is hereby accepted by the undersigned City Clerk on behalf of the City Council, pursuant to the action of the City Council at its meeting of \_\_\_\_\_ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

City of Buellton

by \_\_\_\_\_  
City Clerk

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 27383)

CITY OF BUELLTON

Attn: City Manager

P.O.Box 1819

Buellton, CA 93427

**THIS SPACE FOR RECORDER'S USE ONLY**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 31052**

**By and Between**

**THE CITY OF BUELLTON,  
a municipal corporation**

**and**

**Oak Springs Village Properties, LLC**

**DATED November 8, 2012**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 31052

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 8th day of November, 2012 by and between the City of Buellton, a municipal corporation (“City”) and Oak Springs village Properties, LLC, a Delaware limited liability corporation (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Developer is owner of the Property (as defined below) and has received entitlement approvals for the development of The Village project, including the approval of the Village Specific Plan and Tentative Tract Map. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 31052. On October 9, 2012, the City conditionally approved Tentative Tract No. 31052.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*) (“Map Act”), the City Ordinances, the conditions of approval for Tentative Tract No. 31052, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements (as defined below) and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31052.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 31052.

#### DEFINED TERMS

“*Developer*” shall mean Oak Springs Village Properties, LLC, a Delaware limited liability corporation. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

**“Litigation Expenses”** shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**“Map Act”** shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

**“Property”** shall mean the all of the real property contained within the boundaries of Tract Map No. 31052 located in the City of Buellton, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31052 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31052. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B”. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map No. 31052.

**“Required Insurance”** shall mean the insurance required to be maintained by Developer under Section 17.

**“Security”** shall mean an instrument of credit from one or more financial institutions or a letter of credit or other security approved by the City Engineer and City Attorney provided under the terms of Section 12.

**“Set Aside Letter”** shall mean that irrevocable instrument of credit executed by Developer and Developer’s lender pledging that the funds necessary to carry out and secure this Agreement are on deposit until released by the City.

**“Tract No 31052.”** shall mean the final map prepared and approved by the City for Tentative Tract Map No. 31052.

**“Warranty”** shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 31052 and this Agreement;

1.3 **Record Agreement.** Developer and City execute this Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 31052 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that

Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair

until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within five years (5 years) following approval of the final map for Tract No. 31052.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements of Tract No. 31052 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent

damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31052 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31052, or as required by other governmental agencies having jurisdiction over Tract No. 31052.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are

complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 31052 was approved and recorded as a single phase map, City may, in its sole and unfettered discretion, accept any one or more of the Public Improvements as they are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall file with City an instrument of credit from one or more financial institutions subject to regulations by the State or Federal government, or a letter of credit issued by such a financial institution pledging that the funds necessary to carry out this agreement are on deposit and guaranteed for payment; a cash bond or corporate surety bonds executed by a surety company authorized to transact business in the State of California, one of which shall provide for the faithful performance of this agreement and, if required by the nature of the improvement, a bond which shall provide for payment of laborers and materialmen.. The amount of the Security

shall be based on the City Engineer's Estimated Costs and include a 20% administrative contingency in the total. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement. Developer agrees to perform and shall guarantee the faithful performance of this agreement, and said performance shall include but not be limited to the following items: (a) the performance required by this agreement; and (b) the guarantee and warranty of the work, for a period of one (1) year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished, in the performance of this agreement; and (c) costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by City in successfully enforcing this obligation. The bonds or instruments of credit shall continue in full force and effect for a period of not less than one year after acceptance of the work by the City Council. A form of Labor and Material Bond is attached hereto as Exhibit "D."

Any instrument depositing cash with the financial institution shall be satisfactory in form and in substance to the City Attorney of the City of Buellton and shall provide that in the event that the City determines that there has been a default in this Agreement, the accounts with the financial institution may be withdrawn by the City without the consent of any other person, firm or corporation and used by the City to perform the agreement and/or to pay laborers and materialmen.

12.1 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.2 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31052 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"),

Developer shall deposit cash with City in the amount of Five Thousand Dollars (\$5,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31052.

14. **Lien.** To secure the timely performance of Developer's obligations under this Agreement, Developer shall concurrently provide securities pursuant to Sections 12.0 et seq and 13.0 of this Agreement. Should the Developer default on those obligations for which security has been provided, City shall first attempt to collect against such security. Should attempts to collect against those securities fail, the City has the undisputable right to file a lien against all portions of the Property not dedicated to the City or some other governmental agency for a public purpose.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. **INSURANCE.**

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant

to this Agreement, insurance of the types, amounts and conditions as described in Exhibit C. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

## 18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

## 19. **GENERAL PROVISIONS.**

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**

City of Buellton  
Attn: City Manager  
P. O. Box 1819  
Buellton, CA 93427

**DEVELOPER:**

Oak Springs Village Properties, LLC  
Attn: Arlen Miller  
28632 Roadside Drive, Ste 155;  
Agoura Hills, CA 91301

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's

actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31052, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the

relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF BUELLTON**

By: \_\_\_\_\_  
John Kunkel, City Manager

**ATTEST:**

\_\_\_\_\_  
Linda Reid  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ralph D. Hanson  
City Attorney

**DEVELOPER**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT NO. 31052**

**EXHIBIT "B"**  
**LIST OF PUBLIC IMPROVEMENTS**  
**TRACT NO. 31052**

## EXHIBIT “C”

### Insurance Specifications for Construction Contracts

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

A. Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor’s policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability
- Owner’s and Contractor’s Protection

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos

in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$5,000,000 per occurrence and aggregate.

B. Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this agreement to comply with these provisions.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any parts for sums not paid by insurance. For its part, except for third party claims arising from automobile incidents, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. Insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.

5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of this kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) which may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, unless waived by the City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and other engaged in the project will be submitted to the City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the

City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-inured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third

party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

**EXHIBIT "D"**

**FORM OF LABOR AND MATERIAL BOND**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF BUELLTON**

**TRACT MAP 31052 IMPROVEMENTS**

**FORM OF LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Buellton California ("City") and \_\_\_\_\_ ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. \_\_\_\_\_ ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated November 8, 2012 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and \_\_\_\_\_ ("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all

persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Its: Managing Member

By: \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**