



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of March 12, 2015 – 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

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

CALL TO ORDER

Mayor Holly Sierra

PLEDGE OF ALLEGIANCE

ROLL CALL

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

CONSENT CALENDAR

(ACTION)

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 Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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

- 1. Minutes of February 26, 2015 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2014-15**
- 3. Acceptance of City of Buellton Transportation Development Act (TDA) Fund Financial Statements for Years Ended June 30, 2014 and 2013 with Independent Auditor's Report**
 - ❖ (Staff Contact: Finance Director Carolyn Galloway-Cooper)
- 4. Approval of Amended City Manager Employment Agreement**
 - ❖ (Staff Contact: City Attorney Steve McEwen)

- 5. Approval of Updated Joint-Use Facility Agreement**
 ❖ *(Staff Contact: Recreation Coordinator Kyle Abello)*

PRESENTATIONS

PUBLIC HEARINGS

COUNCIL MEMBER COMMENTS

COUNCIL ITEMS

WRITTEN COMMUNICATIONS

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

COMMITTEE REPORTS

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

BUSINESS ITEMS

(POSSIBLE ACTION)

- 6. Consideration of Scope and Budget for Avenue of Flags Specific Plan/Development Opportunity Reserve**
 ❖ *(Staff Contact: City Manager Marc Bierdzinski)*
- 7. Consideration and Award of Bid for Reservoirs 1 and 2 Improvement Project**
 ❖ *(Staff Contact: Public Works Director Rose Hess)*
- 8. Discussion Regarding Council Member Comments at Planning Commission Meetings**
 ❖ *(Staff Contact: City Manager Marc Bierdzinski)*

CITY MANAGER’S REPORT

ADJOURNMENT

The next regular meeting of the City Council will be held on Thursday, March 26, 2015 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES
Regular Meeting of February 26, 2015
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

ROLL CALL

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

Staff: City Manager Marc Bierdzinski, City Attorney Steve McEwen, Finance Director Carolyn Galloway-Cooper, Recreation Coordinator Kyle Abello, Contract Planner Irma Tucker, Station Commander Lt. Shawn O'Grady, and Staff Assistant Clare Barcelona

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Lew Adkins, Buellton, spoke about the Highway 246 sidewalk improvements.

Larry Rankin, Buellton, discussed the Village Townhomes project and the undergrounding of the utility lines.

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau, provided upcoming event announcements and discussed the Visitors Bureau's six-month report and budget.

Alison Crutchfield, Buellton, read a statement from Puck Erickson regarding the Vintner's Festival at River View Park and its effects on the well-being of the Botanic Garden. A copy of the statement was entered into the record.

Larry Bishop, Buellton, presented his opposition to closing River View Park for the Vintners' Festival.

Richard Crutchfield, questioned the use of River View Park for the Vintners' Festival.

CONSENT CALENDAR

- 1. Minutes of February 12, 2015 Regular City Council Meeting**
- 2. List of Claims to be Approved/ Ratified for Payment to Date for Fiscal Year 2014-15**
- 3. Revenue and Expenditure Reports through January 31, 2015**

MOTION:

Motion by Vice Mayor Andrisek, seconded by Council Member Connolly, approving Consent Calendar Items 1, 2, and 3 as listed.

VOTE:

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

Council Member Baumann - Yes

Council Member Connolly - Yes

Council Member Elovitz - Yes

Vice Mayor Andrisek - Yes

Mayor Sierra - Yes

PRESENTATIONS

None

PUBLIC HEARINGS

- 4. Resolution No. 15-02 – “A Resolution of the City Council of the City of Buellton, California, Adopting a Negative Declaration (14-ND-02) for the 2015-2023 Housing Element (14-GPA-01) and Making Findings in Support Thereof”**

Resolution No. 15-03 – “A Resolution of the City Council of the City of Buellton, California, Approving the 2015-2023 Housing Element (14-GPA-01) and Making Findings in Support Thereof”

RECOMMENDATION:

That the City Council consider adoption of Resolution Nos. 15-02 and 15-03.

STAFF REPORT:

Contract Planner Tucker presented the staff report.

SPEAKERS/DISCUSSION:

Mayor Sierra opened the public hearing at 6:30 p.m.

Judith Dale, Buellton, questioned the Housing Element process.

Mayor Sierra closed the Public Hearing at 6:37 p.m.

The City Council discussed the Regional Housing Needs Assessment (RHNA) allocation and how the numbers are distributed.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Elovitz, seconded by Vice Mayor Andrisek approving Resolution No. 15-02 – “A Resolution of the City Council of the City of Buellton, California, Adopting a Negative Declaration (14-ND-02) for the 2015-2023 Housing Element (14-GPA-01) and Making Findings in Support Thereof”

VOTE:

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

Council Member Baumann - Yes

Council Member Connolly - Yes

Council Member Elovitz - Yes

Vice Mayor Andrisek - Yes

Mayor Sierra – Yes

MOTION:

Motion by Council Member Connolly, seconded by Council Member Baumann approving Resolution No. 15-03 – “A Resolution of the City Council of the City of Buellton, California, Approving the 2015-2023 Housing Element (14-GPA-01) and Making Findings in Support Thereof”

VOTE:

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

Council Member Baumann - Yes

Council Member Connolly - Yes

Council Member Elovitz - Yes

Vice Mayor Andrisek - Yes

Mayor Sierra – Yes

COUNCIL MEMBER COMMENTS/ITEMS

Vice Mayor Andrisek announced that he, Mayor Sierra, and Council Member Connolly attended the Vandenberg Air Force Base Annual Awards dinner at the Santa Ynez Valley Marriott on February 19 and stated it was a great event.

Council Member Elovitz requested and the Council agreed by consensus to have staff agendize discussion regarding reinstating the Community Resource Officer position.

Mayor Sierra complimented City Manager Bierdzinski and the Buellton Chamber of Commerce on the State of the City presentation. Mayor Sierra discussed the City's new Mobile App. Mayor Sierra requested and the Council agreed by consensus to have staff agendize discussion of special event permits.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Council Member Connolly announced that he attended the Joint-Use Committee meeting and provided an oral report for the record.

Vice Mayor Andrisek announced that he attended the Central Coast Water Authority (CCWA) Board Meeting and provided an oral report regarding the meeting.

Mayor Sierra announced that she attended the Santa Barbara County Association of Governments (SBCAG) Board meeting and provided an oral report regarding the meeting.

BUSINESS ITEMS

5. Consideration of Allowing Amplified Music at River View Park for Santa Barbara County Vintners' Association (SBCVA) Festival Event on Saturday, April 25, 2015

RECOMMENDATION:

That the City Council consider approval of the use of amplified sound by the SBCVA at River View Park on Saturday, April 25, 2015, during the hours of 12:00 to 6:00 p.m.

STAFF REPORT:

Recreation Coordinator Abello presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

DISCUSSION:

Morgen McLaughlin, representing the Santa Barbara Vintners' Association requested the Council's support for approval of amplified music at the Vintners' Festival on Saturday, April 25.

Henry Alvarado, Buellton, spoke in support of the Vintners' Festival and stated he lives in the Meadow Ridge development and he does not hear amplified sound at River View Park.

Sharon Currie, Buellton, spoke in opposition to amplified sound at River View Park events.

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau requested the Council's support for approval of amplified sound at the Vintners' Festival.

Richard Crutchfield, Buellton, suggested non-amplified music be allowed during events at River View Park.

Lt. O'Grady, stated the Sheriff's Department has not received any complaints concerning amplified sound at River View Park.

The City Council discussed noise levels and past complaints.

MOTION:

Motion by Council Member Baumann, seconded by Vice Mayor Andrisek approving the use of amplified sound by the SBCVA at River View Park on Saturday, April 25, 2015, during the hours of 12:00 – 6:00 p.m.

VOTE:

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

Council Member Baumann - Yes

Council Member Connolly - Yes

Council Member Elovitz - Yes

Vice Mayor Andrisek - Yes

Mayor Sierra – Yes

6. Consideration of Allowing Amplified Music at River View Park for the Buellton Brew Fest on Saturday, May 9, 2015

RECOMMENDATION:

That the City Council consider approval of the use of amplified sound by the Buellton Chamber of Commerce for the Buellton Brew Fest at River View Park on Saturday, May 9, 2015, during the hours of 12:00 – 4:00 p.m.

STAFF REPORT:

Recreation Coordinator Abello presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

DISCUSSION:

Sharon Currie, Buellton, spoke in opposition to amplified sound at River View Park events.

Ron Anderson, Buellton, spoke in favor of amplified sound at River View Park events.

The City Council discussed bringing back the special event application for review by the Council.

MOTION:

Motion by Council Member Elovitz, seconded by Council Member Baumann approving the use of amplified sound at the Buellton Brew Fest at River View Park on Saturday, May 9, 2015, during the hours of 12:00 – 4:00 p.m.

VOTE:

Motion passed by a roll call vote of 5-0.
Council Member Baumann - Yes
Council Member Connolly - Yes
Council Member Elovitz - Yes
Vice Mayor Andrisek - Yes
Mayor Sierra – Yes

7. **Ordinance No. 15-01 – “An Ordinance of the City Council of the City of Buellton, California, Re-Adopting Chapter 8.12 of the Buellton Municipal Code Pertaining to the 2013 California Fire Code as Adopted and Amended by the County of Santa Barbara” (Second Reading)**

RECOMMENDATION:

That the City Council consider approval of Ordinance No. 15-01.

STAFF REPORT:

City Manager Bierdzinski presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Elovitz, seconded by Council Member Connolly approving Ordinance No. 15-01 – “An Ordinance of the City Council of the City of Buellton, California, Re-Adopting Chapter 8.12 of the Buellton Municipal Code Pertaining to the 2013 California Fire Code as Adopted and Amended by the County of Santa Barbara” by title only and waive further reading.

VOTE:

Motion passed by a roll call vote of 5-0.
Council Member Baumann - Yes
Council Member Connolly - Yes
Council Member Elovitz - Yes
Vice Mayor Andrisek - Yes
Mayor Sierra – Yes

CITY MANAGER’S REPORT

City Manager Bierdzinski provided an informational report for the record.

CLOSED SESSION ITEMS

- 8. Closed Session - California Government Code Section 54957 regarding:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (SIX MONTH REVIEW AND
CONTRACT EXTENSION)**

Title: City Manager

The City Council met in closed session to discuss the City Manager’s performance evaluation. No reportable action was taken.

ADJOURNMENT

Mayor Sierra adjourned the regular meeting at 8:20 p.m. The next regular meeting of the City Council will be held on Thursday, March 12, 2015 at 6:00 p.m.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

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

The following is a list of claims to be ratified and approved for payment by the City Council at the
March 12, 2015 Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		<u>\$ 184,127.93</u>
EXHIBIT B		<u>\$ 78,091.87</u>
Council Pay	2/27/2015	\$ 2,201.73
Staff Payroll	2/27/2015	\$ 36,254.54
Other Pay	2/27/2015	<u>\$ 973.68</u>
TOTAL AMOUNT OF CLAIMS:		<u><u>\$ 301,649.75</u></u>

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

Payments via Electronic Fund Transfer (EFT):

Bank Fees (Check order)	2/18/15	139.16
Staff Payroll Taxes	2/18/15	7,352.76
DCP - Mass Mutual	2/18/15	12,398.80
Staff Payroll Taxes	2/18/15	2,098.04
Staff Payroll Taxes	2/18/15	82.54
Bank Fees	2/26/15	10.00
Bank Fees	2/27/15	87.20
Staff Payroll Taxes	3/3/15	2,081.43
CalPers (Medical)	3/3/15	15,351.06
Council Payroll Taxes	3/3/15	96.42
CalPers (Pepra)	3/3/15	508.60
CalPers (Classic)	3/3/15	18,827.18
DCP - Mass Mutual	3/3/15	11,789.72
Staff Payroll Taxes	3/3/15	7,268.96
Total		<u>\$ 78,091.87</u>

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-000-2306-000 - Long-Term Care Deduction	23883 2/16/15-2/28/15-M. Bierzinsky		
	90 CalPERS LONG-TERM CARE PROGRAM		
	1 2/16/15-2/28/15 M. Bierzinsky	Paid	84.25
A001-000-2306-000 - Long-Term Care Deduction	*** Account total ***		84.25
A001-216-2825-000 - Developer Deposit	23802 12/2014 Tilton #134		
	835 METRO VENTURES LTD		
	1 12/2014 Tilton #134	Paid	1,463.00
	2 12/2014 Terravant #136	Paid	1,732.50
	12/2014 Terravant #136		
	12/2014 Professional Services		
	23864 12/24/14-1/9/15 - COB arch. de		
	848 RAVATT, ALBRECHT & ASSOC, INC.		
	1 Cust. #136 - Terravant	Paid	450.00
	2 Cust. #134 - Tilton	Paid	450.00
	4 Cust. #136 - Terravant	Paid	280.32
	5 Cust. #134 - Tilton	Paid	280.31
A001-216-2825-000 - Developer Deposit	*** Account total ***		4,656.13
A001-401-5101-000 - Medical Benefit	23826 March 2015 - Dental/Vision pre		
	820 ACWA/JPIA		
	1 Dental/Vision premiums	Paid	457.13
A001-401-5101-000 - Medical Benefit	*** Account total ***		457.13
A001-401-5301-000 - Office Supplies	23815 1/15 - CM Bauman Bus. Cards		
	545 KROS ANDRADE dba		
	1 CM Bauman Business Cards	Paid	222.56
	23879 2/5/15 supplies		
	469 STAPLES CONTRACT & COMMERCIAL,		
	1	Paid	58.31
A001-401-5301-000 - Office Supplies	*** Account total ***		280.87
A001-401-5402-000 - Travel & Training	23896 1/13-1/16 LOCC Conference		
	872 DANIEL BAUMAN		
	1	Paid	444.35
A001-401-5402-000 - Travel & Training	*** Account total ***		444.35
A001-401-6301-000 - Miscellaneous	23829 Thru 2/20/15 - E. Andrisek		
	193 FIRST NATIONAL BANK OF OMAHA		
	1 An. Memb. luncheon	Paid	85.00
	23833 Thru 2/20/15 - L. Reid		
	193 FIRST NATIONAL BANK OF OMAHA		
	6	Paid	35.82
A001-401-6301-000 - Miscellaneous	*** Account total ***		120.82
A001-402-5101-000 - Medical Benefit	23826 March 2015 - Dental/Vision pre		
	820 ACWA/JPIA		
	2 Dental/Vision premiums	Paid	92.72
A001-402-5101-000 - Medical Benefit	*** Account total ***		92.72
A001-402-6301-000 - Miscellaneous	23839 Surety Bond renewal		
	875 LIBERTY MUTUAL GROUP INC		
	1 Surety Bond renewal w/cert.	Paid	350.00
A001-402-6301-000 - Miscellaneous	*** Account total ***		350.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-403-5101-000 - Medical Benefit			
23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA		
	3 Dental/Vision Premiums	Paid	55.64
A001-403-5101-000 - Medical Benefit	*** Account total ***		55.64
A001-403-5306-000 - Advertising - Legal			
23880 2/14-legal. notice of Public h	285 SANTA MARIA TIMES dba		
	1 2/14- lg. notice of pub. hrg.	Paid	150.36
A001-403-5306-000 - Advertising - Legal	*** Account total ***		150.36
A001-403-5809-000 - Election Expense			
23795 11/4/14- Consolidated Gen. Ele	631 SB CO CLERK/RECORDER/ASSESSOR		
	1 11/4/14-J.Dale-Election costs	Paid	204.00
23800 11/4/14-Consolidated Gen. Elec	631 SB CO CLERK/RECORDER/ASSESSOR		
	1 11/4/14 -J.Connonly Elec. cost	Paid	204.00
23885 2/2/15 -refun of un-used depos	761 JOHN R. CONNOLLY		
	1 refund of un-used deposit	Paid	498.00
23895 Refund of un-used Deposit	701 JUDITH DALE		
	1	Paid	496.00
A001-403-5809-000 - Election Expense	*** Account total ***		1,402.00
A001-410-5301-000 - Office Supplies			
23813 1/27/15 - Office Supplies	469 STAPLES CONTRACT & COMMERCIAL,		
	1 1/27/15 - Supplies #7001625866	Paid	123.88
23814 1/15 - Envelopes - COB	545 KROS ANDRADE dba		
	1 1/15 Envelopes - COB	Paid	381.87
23832 Thru 2/20/15 - M. Bierdzinsky	193 FIRST NATIONAL BANK OF OMAHA		
	3 Dater SI 1X1-5/8 1	Paid	58.26
A001-410-5301-000 - Office Supplies	*** Account total ***		564.01
A001-410-5305-000 - Equipment Rental			
23805 1/1-1/31 contract overage	713 COASTAL COPY, LP		
	1 1/1-1/31 contract overage	Paid	149.91
23822 2/15 CH copies lease	713 COASTAL COPY, LP		
	1 2/15 CH copier lease	Paid	484.92
23892 1/15 - copier lease contract b	713 COASTAL COPY, LP		
	1	Paid	612.59
23893 12/16/14-1/15/15 contract over	713 COASTAL COPY, LP		
	1	Paid	30.29
A001-410-5305-000 - Equipment Rental	*** Account total ***		1,277.71
A001-410-5602-000 - Internet Access/ Website Maint			
23821 Thru 1/19-2/19 Summary billing	555 VERIZON CALIFORNIA		
	1	Paid	.00
23884 2/13/15- class	883 SYV COMPUTER CENTER		
	1 2/13/15 CClass	Paid	160.00
23894 2/15 - website svcs.	353 MICHAEL J. BOGGESS dba		
	1	Paid	225.00
A001-410-5602-000 - Internet Access/ Website Maint	*** Account total ***		385.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-410-5603-000 - Computer Maintenance &Software			
23803 1/5-1/21 - set up new users	655 COAST NETWORKX, INC. 1 1/5-1/21 set up & server migr.	Paid	1,472.50
23808 2/4 - Remote support	655 COAST NETWORKX, INC. 1 2/4 - remote support	Paid	1,472.50
23832 Thru 2/20/15 - M. Bierdzinsky	193 FIRST NATIONAL BANK OF OMAHA 1 1 Mo. Cloud storage	Paid	100.00
A001-410-5603-000 - Computer Maintenance &Software	*** Account total ***		3,045.00
A001-410-5701-000 - Telephone			
23821 Thru 1/19-2/19 Summary billing	555 VERIZON CALIFORNIA 2	Paid	327.37
A001-410-5701-000 - Telephone	*** Account total ***		327.37
A001-410-5703-000 - Utilities - Electric			
23871 1/6/15 - 2/4/15	352 P G & E 1	Paid	71.47
	11	Paid	656.22
A001-410-5703-000 - Utilities - Electric	*** Account total ***		727.69
A001-410-5807-000 - Community Organization Support			
23820 Nonprofit suport 2014/15	365 PEOPLE HELPING PEOPLE 1 Nonprofit support 2014/15	Paid	5,571.24
A001-410-5807-000 - Community Organization Support	*** Account total ***		5,571.24
A001-410-6005-000 - Recruitment Expense			
23794 1/2015 - Fingerprint - S. Zamo	161 STATE OF CALIFORNIA - DOJ 1 1/2015 fingerprint - S. Zamora	Paid	64.00
23881 12/9/14 & 1/2/15-phys. & scree	62 BUELLTON MEDICAL CENTER 2 1/2/15-new hire phys./screen	Paid	185.00
A001-410-6005-000 - Recruitment Expense	*** Account total ***		249.00
A001-410-6017-000 - Emergency Operations			
23810 Up to 1/31/15 - Satelite Servi	706 SATCOM GLOBAL, INC. 1 1/31/15 satelite services	Paid	49.93
A001-410-6017-000 - Emergency Operations	*** Account total ***		49.93
A001-410-6201-000 - Contract Services			
23872 1/20- FAADRUG (testing)-K.Abel	881 WESTERN AEROMEDICAL CONSORTIUM 1 drug screening - K. Abello	Paid	69.00
A001-410-6201-000 - Contract Services	*** Account total ***		69.00
A001-410-6301-000 - Miscellaneous			
23818 Thru 1/27/15 Shred Svcs.	237 IRON MOUNTAIN 1 Thru 1/27/15 Shred Svc.	Paid	40.58
23833 Thru 2/20/15 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 7	Paid	22.00
23867 12/30 recert to NHTSA	393 R.H.F. INC. 1 12/30 recert to NHTSA	Paid	81.00
23877 1/15- Credit Card Processing F	529 TRANSFIRST HEALTH & GOVERNMENT 1 1/15 Credit Card Processing Fe	Paid	596.14
A001-410-6301-000 - Miscellaneous	*** Account total ***		739.72

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-420-5101-000 - Medical Benefit 23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA 4 Dental/Vision premiums	Paid	164.31
A001-420-5101-000 - Medical Benefit	*** Account total ***		164.31
A001-420-5301-000 - Office Supplies 23811 1/20/15 - Office Supplies	469 STAPLES CONTRACT & COMMERCIAL, 1 1/20/15 Supplies #7001614423	Paid	29.10
A001-420-5301-000 - Office Supplies	*** Account total ***		29.10
A001-420-5401-000 - Membership & Publications 23831 Thru 2/20/15 - C. Cooper	193 FIRST NATIONAL BANK OF OMAHA 1 Govt. Finance	Paid	435.00
A001-420-5401-000 - Membership & Publications	*** Account total ***		435.00
A001-420-6201-000 - Contract Services 23796 thru 1/23/15 - S. Zamora	870 ACCOUNTEMP 1 thru 1/23/15 - S. Zamora	Paid	1,011.20
A001-420-6201-000 - Contract Services 23809 Thru 1/30/15 - S. Zamora	870 ACCOUNTEMP 1 Thru 1/30/15 - S. Zamora	Paid	1,200.80
A001-420-6201-000 - Contract Services	*** Account total ***		2,212.00
A001-501-5703-000 - Utilities - Electric 23871 1/6/15 - 2/4/15	352 P G & E 2	Paid	139.45
A001-501-5703-000 - Utilities - Electric	*** Account total ***		139.45
A001-501-6208-000 - Contract Services - Fire Dept 23793 1/15 thru 3/15 Firefighter/Par	448 SB CO FIRE DEPARTMENT 1	Paid	47,087.00
A001-501-6208-000 - Contract Services - Fire Dept	*** Account total ***		47,087.00
A001-501-6210-000 - Contract Svcs - Police -CA IGG 23792 1/15 Motorcyle Maintenance	450 SB CO SHERIFF'S DEPARTMENT 1 1/15 mortorcycle maintenance	Paid	812.27
A001-501-6210-000 - Contract Svcs - Police -CA IGG	*** Account total ***		812.27
A001-510-5702-000 - Utilities - Gas 23798 12/29/14 thru 1/29/15	507 THE GAS COMPANY 1 1/29/14 - 1/29/15 Library/CC	Paid	121.11
A001-510-5702-000 - Utilities - Gas 23854 12/29-1/29 - CH gas charges	507 THE GAS COMPANY 1	Paid	90.04
A001-510-5702-000 - Utilities - Gas	*** Account total ***		211.15
A001-510-5703-000 - Utilities - Electric 23871 1/6/15 - 2/4/15	352 P G & E 3	Paid	208.93
A001-510-5703-000 - Utilities - Electric	*** Account total ***		208.93
A001-511-5101-000 - Medical Benefit 23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA 5 Dental/Vision premiums	Paid	410.62
A001-511-5101-000 - Medical Benefit	*** Account total ***		410.62

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-511-5301-000	Office Supplies			
	23806 2/15 Name badges/plates PC - P	444 ALFREDO J. BELLO dba 1 2/15 Name badges/plates PC-P&R	Paid	40.97
	23878 2/4/15-supplies	469 STAPLES CONTRACT & COMMERCIAL, 3	Paid	72.46
A001-511-5301-000	Office Supplies	*** Account total ***		113.43
A001-511-5306-000	Advertising			
	23799 12/29/14-2/1/15 Rec. Ctr. Ads.	280 LEE CENTRAL COAST NEWSPAPERS 1 12/29/14-2/1/15 - Rec.Ctr. Ads	Paid	641.55
A001-511-5306-000	Advertising	*** Account total ***		641.55
A001-511-5506-000	Fuel-Vehicles			
	23835 1/15 Fuel charges	768 WEX BANK 4	Paid	205.68
	23882 Thru 2/20/15 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 20	Paid	300.79
A001-511-5506-000	Fuel-Vehicles	*** Account total ***		506.47
A001-511-5509-000	Maintenance/Repair			
	23797 1/28 - Rec. ctr.-janit. suppli	426 SAN LUIS PAPER CO. 1 1/28 - MDCOMBO	Paid	359.41
	23840 2/17 -lube locker machine & ke	720 MICHAEL E. HEAD dba 1 keys & lube locker mach.	Paid	118.00
	23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE 1 wall clock	Paid	19.42
		9	Paid	16.19
	23882 Thru 2/20/15 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 21	Paid	16.16
	23890 Thru 2/17/15 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	710.95
A001-511-5509-000	Maintenance/Repair	*** Account total ***		1,240.13
A001-511-5701-000	Telephone/Internet			
	23834 12/26/14-1/26/15 - Abello cell	473 SPRINT SPECTRUM, L.P. dba 1 K. Abello cell phone	Paid	34.39
A001-511-5701-000	Telephone/Internet	*** Account total ***		34.39
A001-511-5801-000	Buellton Recreation Program			
	23862 1/26- Oak Valley Irrig. - wate	63 BUELLTON UNION SCHOOL DISTRICT 1 Oak Valley Irrigation - water	Paid	36.37
	23890 Thru 2/17/15 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA 2	Paid	58.47
A001-511-5801-000	Buellton Recreation Program	*** Account total ***		94.84
A001-511-5801-001	Recreation Program 50/50			
	23804 10/1-12/31 - Rec. shared Rev./	113 CITY OF SOLVANG 1 10/1-12/31 Rec.shared Rev./Exp	Paid	1,824.74
	23816 7/1-9/30 Qrtr. Rec.Exp.&Rev.	113 CITY OF SOLVANG 1 7/1-9/30 Reimb. Rec. Exp.&Reim	Paid	23,565.50
A001-511-5801-001	Recreation Program 50/50	*** Account total ***		25,390.24

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-511-5802-000 - Buellton Rec Program Trips			
23836 Reno snow train 2/1-2/4	878 ATTERDAG VILLAGE OF SOLVANG 1 Reno swo train 50% net inc.	Paid	623.82
23882 Thru 2/20/15 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 23	Paid	2,894.33
23890 Thru 2/17/15 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA 3	Paid	3,665.55
A001-511-5802-000 - Buellton Rec Program Trips	*** Account total ***		7,183.70
A001-511-6201-000 - Contract Services			
23874 1/15 - Rec. Ctr. cleaning	395 JOSE RAFAEL RUIZ dba 1 Rec. Ctr. cleaning	Paid	205.00
23875 2/3 - Rec. Ctr. cleaning	395 JOSE RAFAEL RUIZ dba 1 2/3 - Rec. Ctr. cleaning	Paid	2,105.00
23882 Thru 2/20/15 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 22	Paid	60.00
A001-511-6201-000 - Contract Services	*** Account total ***		2,370.00
A001-511-6301-000 - Miscellaneous			
23890 Thru 2/17/15 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA 4	Paid	39.00
A001-511-6301-000 - Miscellaneous	*** Account total ***		39.00
A001-550-5703-000 - Utilities - Electric			
23871 1/6/15 - 2/4/15	352 P G & E 4	Paid	4,544.11
A001-550-5703-000 - Utilities - Electric	*** Account total ***		4,544.11
A001-552-5501-000 - Operational Supplies			
23842 1/15-misc. maint./repair items	801 O'REILLY AUTOMOTIVE STORES, IN 1	Paid	29.02
23844 1/21-Misc. Repair Items	826 GENUINE PARTS COMPANY - NAPA 3 River View Park	Paid	10.92
A001-552-5501-000 - Operational Supplies	*** Account total ***		39.94
A001-552-5502-000 - Chemicals			
23843 1/31-misc. maint. & repair.	521 TODD PIPE & SUPPLY 4	Paid	13.41
A001-552-5502-000 - Chemicals	*** Account total ***		13.41
A001-552-5509-001 - Maintenance/Repair-Riverview			
23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE 3 Riverview Park fountains	Paid	23.73
23843 1/31-misc. maint. & repair.	521 TODD PIPE & SUPPLY 2	Paid	11.40
23865 1/14 - RVP mulch	443 SB CO - WASTE MGT. DIVISION 1 RVP mulch	Paid	118.80
A001-552-5509-001 - Maintenance/Repair-Riverview	*** Account total ***		153.93
A001-552-6201-000 - Contract Services			
23849 1/23 - Indscape-pest control va	804 ANIMAL & INSECT PEST MANAGEMEN 1	Paid	149.50

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-552-6201-000 - Contract Services	*** Continued ***		
23861 2/15 - landscape maintenance	781 VALLEY CREST LANDSCAPE MAINT, 2 landscape maintenance	Paid	3,997.00
23876 janitorial mo'ly - CH	395 JOSE RAFAEL RUIZ dba 1 Janitorial Mo'ly. CH	Paid	1,650.00
23891 1/23-landscape pest control	804 ANIMAL & INSECT PEST MANAGEMEN 1	Paid	149.50
A001-552-6201-000 - Contract Services	*** Account total ***		5,946.00
A001-556-5703-000 - Utilities - Electric			
23871 1/6/15 - 2/4/15	352 P G & E 10	Paid	391.03
A001-556-5703-000 - Utilities - Electric	*** Account total ***		391.03
A001-556-6201-000 - Contract Services			
23861 2/15 - landscape maintenance	781 VALLEY CREST LANDSCAPE MAINT, 1 landscape maintenance	Paid	4,675.00
A001-556-6201-000 - Contract Services	*** Account total ***		4,675.00
A001-558-5101-000 - Medical Benefit			
23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA 6 Dental/Vision premiums	Paid	349.33
A001-558-5101-000 - Medical Benefit	*** Account total ***		349.33
A001-558-5301-000 - Office Supplies			
23878 2/4/15-supplies	469 STAPLES CONTRACT & COMMERCIAL, 1 supplies	Paid	20.53
A001-558-5301-000 - Office Supplies	*** Account total ***		20.53
A001-558-5401-000 - Membership & Publications			
23830 Thru 2/20/15 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 4 Renewal fee	Paid	25.00
23838 compliance manuals	876 GIBBENS & ASSOCIATES, LLC 1 compliance manuals	Paid	368.79
A001-558-5401-000 - Membership & Publications	*** Account total ***		393.79
A001-558-5402-000 - Travel & Training			
23801 2/3-2/5 JPIA Parks & Rec. Meals Expense Reimbursement	827 JOSEPH GRAUER 1 2/3-2/5 Meals Reimbursement	Paid	77.87
23830 Thru 2/20/15 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 1 CFCC Funding Fair	Paid	697.04
A001-558-5402-000 - Travel & Training	*** Account total ***		774.91
A001-558-5501-000 - Operational Supplies			
23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE 7 organizing tool shed	Paid	25.88
23857 2/4 - janitorial- RVP, CH, Lib	382 PROCARE JANITORIAL SUPPLY, INC 1 janitorial supplies	Paid	799.10
23858 2/9 misc. supp. RVP, CH, Lib.	382 PROCARE JANITORIAL SUPPLY, INC 1 suppl. RVP, CH, Lib.	Paid	297.95
A001-558-5501-000 - Operational Supplies	*** Account total ***		1,122.93

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-558-5506-000 - Fuel - Vehicles			
23835 1/15 Fuel charges	768 WEX BANK		
	1	Paid	315.37
A001-558-5506-000 - Fuel - Vehicles	*** Account total ***		315.37
A001-558-5507-000 - Maintenance - Vehicles			
23856 1/14 sewer plant -cat skip loa	489 STEVE'S WHEEL & TIRE		
	1 service call	Paid	220.54
A001-558-5507-000 - Maintenance - Vehicles	*** Account total ***		220.54
A001-558-5509-000 - Maintenance / Repair			
23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE		
	5 Police Station	Paid	7.54
23843 1/31-misc. maint. & repair.	521 TODD PIPE & SUPPLY		
	3	Paid	13.87
	8	Paid	25.02
23844 1/21-Misc. Repair Items	826 GENUINE PARTS COMPANY - NAPA		
	2	Paid	4.23
23845 1/15-Misc. maint. & repair	342 NIELSEN BUILDING MATERIALS, INC		
	1	Paid	20.14
	2	Paid	91.20
	3	Paid	27.09
	4	Paid	6.46
23859 1/30-landscape maint.	781 VALLEY CREST LANDSCAPE MAINT,		
	1 landscape maintenance	Paid	3,300.00
23860 1/30- landscape maint.	781 VALLEY CREST LANDSCAPE MAINT,		
	1 landscape maintenance	Paid	2,850.00
23873 11/10/14 - Parks & public work	882 CALIFORNIA CONSERVATION CORPS		
	1 11/10/14 parks & public works	Paid	1,501.60
A001-558-5509-000 - Maintenance / Repair	*** Account total ***		7,847.15
A001-558-6201-000 - Contract Services			
23848 1/15-pest cntrl. Police bldg.	112 CLARK PEST CONTROL		
	1	Paid	92.00
23850 2.15 - rodent control - PO	669 HYDREX PEST CONTROL		
	1	Paid	105.00
23852 2/15 - Street sweeping svcs.	465 SP MAINTENANCE SERVICES, INC.		
	1	Paid	2,821.00
23870 12/14 - heater repair	203 GARY BROWN dba		
	1 heater repair	Paid	641.24
A001-558-6201-000 - Contract Services	*** Account total ***		3,659.24
A001-565-5002-000 - Planning Commission Salaries			
23886 Mo. PIng. Comm. Mtgs. (Feb.)	868 BRIAN DUNSTAN		
	1	Paid	50.00
23887 Mo. PIng. Comm. Mtgs. (Feb.)	787 LISA FIGUEROA		
	1	Paid	50.00
23888 Mo. PIng. Comm. Mtgs. (Feb.)	303 ART MERCADO		
	1	Paid	50.00
23889 Mo. PIng. Comm. Mtgs. (Feb.)	199 FOSTER D. REIF		
	1	Paid	50.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-565-5002-000 - Planning Commission Salaries			
23897 2/15 - Mo. plng. comm. mtg.(Fe	869 JOE PADILLA	*** Continued ***	
	1	Paid	50.00
A001-565-5002-000 - Planning Commission Salaries		*** Account total ***	250.00
A001-565-5101-000 - Medical Benefit			
23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA		
	7 Dental/Vision preimums	Paid	193.58
A001-565-5101-000 - Medical Benefit		*** Account total ***	193.58
A001-565-5301-000 - Office Supplies			
23806 2/15 Name badges/plates PC - P	444 ALFREDO J. BELLO dba		
	2 2/15 Name badges/plates PC/P&R	Paid	40.98
23812 1/27/15 - Office Supplies	469 STAPLES CONTRACT & COMMERCIAL,		
	1 1/27/15 - Supplies #7001625870	Paid	7.44
A001-565-5301-000 - Office Supplies		*** Account total ***	48.42
A001-565-5305-000 - Equipment Rental			
23828 1/21-2/20 plng. copier-lse/add	744 GE CAPITAL INFO TECH SOLUTIONS		
	1 plg. copier lse/addit'l.	Paid	655.55
A001-565-5305-000 - Equipment Rental		*** Account total ***	655.55
A001-565-5306-000 - Advertising - Legal			
23807 2/5 - public hearing notice	285 SANTA MARIA TIMES dba		
	1 2/5 - public hearing notice	Paid	264.57
23842 1/15-misc. maint./repair items	801 O'REILLY AUTOMOTIVE STORES, IN		
	2	Paid	20.50
A001-565-5306-000 - Advertising - Legal		*** Account total ***	285.07
A001-565-5401-000 - Membership & Publications			
23832 Thru 2/20/15 - M. Bierdzinsky	193 FIRST NATIONAL BANK OF OMAHA		
	4 CACEO	Paid	75.00
A001-565-5401-000 - Membership & Publications		*** Account total ***	75.00
A001-565-5402-000 - Travel & Training			
23832 Thru 2/20/15 - M. Bierdzinsky	193 FIRST NATIONAL BANK OF OMAHA		
	2 2015 Plng. Comm. Acadmy conf.	Paid	525.00
	5 2015 Plgn. Comm. Academy Conf.	Paid	525.00
A001-565-5402-000 - Travel & Training		*** Account total ***	1,050.00
A001-565-5701-000 - Telephone			
23821 Thru 1/19-2/19 Summary billing	555 VERIZON CALIFORNIA		
	3	Paid	391.41
A001-565-5701-000 - Telephone		*** Account total ***	391.41
A001-565-5703-000 - Utilities - Electric			
23871 1/6/15 - 2/4/15	352 P G & E		
	5	Paid	144.64
A001-565-5703-000 - Utilities - Electric		*** Account total ***	144.64

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-565-6201-000	Contract Services			
	23802 12/2014 Tilton #134	835 METRO VENTURES LTD 3 12/14 Professional Services	Paid	3,003.00
	12/2014 Terravant #136 12/2014 Professional Services			
	23864 12/24/14-1/9/15 - COB arch. de	848 RAVATT, ALBRECHT & ASSOC, INC. 3 meeting COB specific plan	Paid	600.00
A001-565-6201-000	Contract Services	*** Account total ***		3,603.00
A005-701-5101-000	Medical Benefit			
	23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA 8 Dental/Vision premiums	Paid	247.91
A005-701-5101-000	Medical Benefit	*** Account total ***		247.91
A005-701-5301-000	Office Supplies			
	23830 Thru 2/20/15 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 3 WWTP items	Paid	19.69
A005-701-5301-000	Office Supplies	*** Account total ***		19.69
A005-701-5303-000	Postage			
	23819 Postage for 1/15 water/sewer	379 POSTMASTER 1 postage	Paid	291.00
A005-701-5303-000	Postage	*** Account total ***		291.00
A005-701-5501-000	Operational Supplies			
	23817 1/22 Misc. Supplies	110 CVS PHARMACY 1 1/22 - Misc. Supplies	Paid	15.57
	23827 1/14 - misc. supplies	187 FARM SUPPLY COMPANY 2 nozzle, spray bottle, hose	Paid	118.74
	23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE 4 WWTP supplies	Paid	76.65
A005-701-5501-000	Operational Supplies	*** Account total ***		210.96
A005-701-5502-000	Chemicals / Analysis			
	23827 1/14 - misc. supplies	187 FARM SUPPLY COMPANY 1 quickpro & crab-e-rad concent.	Paid	267.79
	23868 2/13 - WWTP weed control	187 FARM SUPPLY COMPANY 1 WWTP week control & bags	Paid	497.76
	23869 2/14 - WWTP gopher abailment	187 FARM SUPPLY COMPANY 1 43.16	Paid	43.16
A005-701-5502-000	Chemicals / Analysis	*** Account total ***		808.71
A005-701-5503-000	Tools			
	23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE 2 WWTP bit holder for truck	Paid	23.73
A005-701-5503-000	Tools	*** Account total ***		23.73
A005-701-5506-000	Fuel - Vehicles			
	23835 1/15 Fuel charges	768 WEX BANK 2	Paid	315.36
A005-701-5506-000	Fuel - Vehicles	*** Account total ***		315.36

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A005-701-5507-000 - Maintenance - Vehicles 23856 1/14 sewer plant -cat skip loa	489 STEVE'S WHEEL & TIRE 2 service call	Paid	220.54
A005-701-5507-000 - Maintenance - Vehicles	*** Account total ***		220.54
A005-701-5509-000 - Maintenance / Repair 23844 1/21-Misc. Repair Items	826 GENUINE PARTS COMPANY - NAPA 4 for disc repairs WWTP	Paid	24.88
A005-701-5509-000 - Maintenance / Repair	*** Account total ***		24.88
A005-701-5701-000 - Telephone 23821 Thru 1/19-2/19 Summary billing	555 VERIZON CALIFORNIA 4	Paid	550.81
A005-701-5701-000 - Telephone	*** Account total ***		550.81
A005-701-5703-000 - Utilities - Electric 23871 1/6/15 - 2/4/15	352 P G & E 6	Paid	7,378.77
A005-701-5703-000 - Utilities - Electric	*** Account total ***		7,378.77
A005-701-6011-000 - Regulatory Compliance 23866 FY 14/15 Emissions Fee WWTP	427 SB CO APCD 1 FY 14/15 Emissions Fee WWTP	Paid	408.82
A005-701-6011-000 - Regulatory Compliance	*** Account total ***		408.82
A005-701-6201-000 - Contract Services 23851 1/14 - sludge diisposal	598 ENGEL & GRAY, INC. 1 Bio Solids Collection	Paid	6,397.21
A005-701-6201-000 - Contract Services	*** Account total ***		6,397.21
A020-350-4602-000 - Sales 23823	506 THE CREDIT BUREAU 1	Paid	50.82
A020-350-4602-000 - Sales 23837 overpayment refund	877 KQJ AUTOMOTIVE 1 account overpayment	Paid	88.99
A020-350-4602-000 - Sales	*** Account total ***		139.81
A020-601-5101-000 - Medical Benefit 23826 March 2015 - Dental/Vision pre	820 ACWA/JPIA 9 Dental/Vision premiums	Paid	344.47
A020-601-5101-000 - Medical Benefit	*** Account total ***		344.47
A020-601-5301-000 - Office Supplies 23878 2/4/15-supplies	469 STAPLES CONTRACT & COMMERCIAL, 2	Paid	10.19
A020-601-5301-000 - Office Supplies	*** Account total ***		10.19
A020-601-5303-000 - Postage 23819 Postage for 1/15 water/sewer	379 POSTMASTER 2 postage	Paid	291.00
A020-601-5303-000 - Postage	*** Account total ***		291.00

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-5402-000	Travel & Training			
	23830 Thru 2/20/15 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA		
		5 Operator Symposium 2015	Paid	195.00
A020-601-5402-000	Travel & Training	*** Account total ***		195.00
A020-601-5502-000	Chemicals / Analysis			
	23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE		
		6 WTP Weed killer	Paid	30.22
	23846 2/15 -chemicals	216 HACH COMPANY		
		1	Paid	208.12
	23898 2/5/15 - chlorine	248 JCI JONES CHEMICALS, INC.		
		1	Paid	3,630.50
A020-601-5502-000	Chemicals / Analysis	*** Account total ***		3,868.84
A020-601-5506-000	Fuel - Vehicles			
	23835 1/15 Fuel charges	768 WEX BANK		
		3	Paid	315.36
A020-601-5506-000	Fuel - Vehicles	*** Account total ***		315.36
A020-601-5507-000	Maintenance - Vehicles			
	23856 1/14 sewer plant -cat skip loa	489 STEVE'S WHEEL & TIRE		
		3 service call	Paid	220.54
A020-601-5507-000	Maintenance - Vehicles	*** Account total ***		220.54
A020-601-5509-000	Maintenance / Repair			
	23841 1/15 Mis. maint./repair items	438 SANTA YNEZ VALLEY HARDWARE		
		8 WTP moving test area Oak Park	Paid	66.90
	23843 1/31-misc. maint. & repair.	521 TODD PIPE & SUPPLY		
		1	Paid	50.08
		5	Paid	7.60
		6	Paid	35.55
		7	Paid	13.68
		9	Paid	.62
	23844 1/21-Misc. Repair Items	826 GENUINE PARTS COMPANY - NAPA		
		1 Rancho de Maria -insullation	Paid	20.50
	23855 2/15 - lead gasket	543 USA BLUEBOOK		
		1	Paid	109.06
	23863 water meter valve cover	880 PARADISE WELDING		
		1 water meter valve cover	Paid	492.54
A020-601-5509-000	Maintenance / Repair	*** Account total ***		796.53
A020-601-5701-000	Telephone			
	23821 Thru 1/19-2/19 Summary billing	555 VERIZON CALIFORNIA		
		5	Paid	523.46
A020-601-5701-000	Telephone	*** Account total ***		523.46
A020-601-5703-000	Utilities - Electric			
	23871 1/6/15 - 2/4/15	352 P G & E		
		7	Paid	7,066.46
A020-601-5703-000	Utilities - Electric	*** Account total ***		7,066.46

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-6011-000 - Regulatory Compliance 23824	441 SB CO - PUBLIC WORKS DEPT 1	Paid	139.00
A020-601-6011-000 - Regulatory Compliance	*** Account total ***		139.00
A020-601-6201-000 - Contract Services 23825 2/15 Asbestos samples	326 MNS ENGINEERS, INC. 1	Paid	735.00
A020-601-6201-000 - Contract Services	*** Account total ***		735.00
A028-511-5801-000 - Buellton Recreation Program 23881 12/9/14 & 1/2/15-phys. & scree	62 BUELLTON MEDICAL CENTER 1 12/9/14 DMV phys.-B. Knecht	Paid	125.00
A028-511-5801-000 - Buellton Recreation Program	*** Account total ***		125.00
A051-566-5702-000 - Utilities - Gas 23853 12/29-1/28 chamb. gas charges	507 THE GAS COMPANY 1	Paid	59.19
A051-566-5702-000 - Utilities - Gas	*** Account total ***		59.19
A051-566-5703-000 - Utilities - Electric 23871 1/6/15 - 2/4/15	352 P G & E 8	Paid	162.29
A051-566-5703-000 - Utilities - Electric	*** Account total ***		162.29
A092-204-6507-000 - Improvements 23847 2/15 -Hydroseeding/compost PAW	879 ACACIA ENVIRONMENTAL CONST., I 1 Hydroseeding/compost-PAWS	Paid	4,650.00
A092-204-6507-000 - Improvements	*** Account total ***		4,650.00
* Report total *	*** Total ***		184,127.93

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Carolyn Galloway-Cooper, Finance Director

Meeting Date: March 12, 2015

Subject: Acceptance of City of Buellton Transportation Development Act (TDA) Fund Financial Statements for Years Ended June 30, 2014 and 2013 with Independent Auditor's Report

BACKGROUND

An audit of the City's Transportation Development Act Fund has been performed by Moss, Levy & Hartzheim LLP, Certified Public Accountants. The purpose of the audit is to determine compliance with Transportation Development Act (TDA) Sections 99234 and 99400(a) of the California Public Utilities Code, and compliance with the rules and regulations of the Santa Barbara County Association of Governments.

The audit is presented herewith for your review and acceptance. The audit includes an examination of the assets, liabilities and fund balance of the Transportation Development Act Fund as of June 30, 2014 and 2013, and the related statements of revenue, expenditures and changes in fund balance.

The Independent Accountant's Report on Compliance with Requirements Applicable to the Transportation Development Act, dated January 9, 2015 states that the City complied with applicable statutes, rules, regulations of the TDA and the allocation instructions and resolutions of the Santa Barbara County Association of Governments as required by Section 6666 of Title 21, Division 3, Chapter 2, Article 5.5 of the California Code of Regulations during the year ended June 30, 2014.

FISCAL IMPACT

This annual TDA audit is required along with an unqualified auditor's opinion in order for the City to receive continued funding.

RECOMMENDATION

That the City Council review and accept the City of Buellton TDA Fund Financial Statements for the years ended June 30, 2014 and 2013 along with the Independent Auditor's Report.

ATTACHMENT

Attachment 1 - TDA Fund Financial Statements for Years Ended June 30, 2014 and 2013

**CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
FINANCIAL STATEMENTS
FISCAL YEARS ENDED JUNE 30, 2014 AND 2013
WITH INDEPENDENT AUDITORS' REPORT
SEGREGATED BY SECTIONS 99234
AND 99400(a) OF THE PUBLIC UTILITIES CODE**

CITY OF BUELLTON
Transportation Development Act Fund
Segregated by Sections 99234 and 99400(a)
of the Public Utilities Code
June 30, 2014 and 2013
Table of Contents

Independent Auditors' Report 1

FINANCIAL STATEMENTS

Balance Sheets 2

Statements of Revenues, Expenditures, and Changes in Fund Balance..... 3

Statement of Revenues, Expenditures, and Changes in Fund Balance -
Budget and Actual – June 30, 2014..... 4

Statement of Revenues, Expenditures, and Changes in Fund Balance -
Budget and Actual – June 30, 2013..... 5

Notes to Financial Statements 6

Independent Auditors' Report on Transportation Development Act
Compliance 7



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
RON A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
ALEXANDER C HOM, CPA
ADAM V GUISE, CPA
TRAVIS J HOLE, CPA

2400 PROFESSIONAL PARKWAY, SUITE 205
SANTA MARIA, CA 93455
TEL: 805-925-2579
FAX: 805-925-2147
www.mlhcpas.com

INDEPENDENT AUDITORS' REPORT

The Board of Directors of the
Santa Barbara County Association of Governments

Report on Financial Statements

We have audited the accompanying financial statements of the Transportation Development Act Fund of the City of Buellton (the Fund), as of and for the fiscal years ended June 30, 2014 and June 30, 2013, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Transportation Development Act Fund of the City of Buellton, as of June 30, 2014 and June 30, 2013, and the changes in financial position for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Transportation Development Act Fund and do not purport to, and do not, present fairly the financial position of the City of Buellton as of June 30, 2014 and June 30, 2013, the changes in its financial position for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Moss, Levy & Hartzheim LLP

Santa Maria, California
January 8, 2015

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
BALANCE SHEETS
June 30, 2014 and June 30, 2013

	99234	2014 99400(a)	Total	2013 Total
Assets:				
Current assets:				
Cash and investments	\$ 658	\$ -	\$ 658	\$ 10,574
Accounts receivable				759
Interest receivable				9
Due from 99400(a)	2,372		2,372	
Prepaid expenditures		1,667	1,667	1,667
Total assets	\$ 3,030	\$ 1,667	\$ 4,697	\$ 13,009
 Liabilities:				
Current liabilities				
Accounts payable	\$ -	\$ -	\$ -	\$ 1,490
Due to 99234		2,372	2,372	
Total liabilities		2,372	2,372	1,490
 Fund balance:				
Restricted	3,030	(705)	2,325	11,519
Total liabilities and fund balance	\$ 3,030	\$ 1,667	\$ 4,697	\$ 13,009

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For Fiscal Years Ended June 30, 2014 and June 30, 2013

	2014			2013
	99234	99400(a)	Total	Total
Revenues:				
Local Transportation fund allocations	\$ 3,030	\$ 7,722	\$ 10,752	\$ 16,424
Interest				157
Total revenues	<u>3,030</u>	<u>7,722</u>	<u>10,752</u>	<u>16,581</u>
Expenditures:				
Construction and contract services		59,096	59,096	101,748
Dial-A-Ride-Solvang		1,200	1,200	1,100
Total expenditures		<u>60,296</u>	<u>60,296</u>	<u>102,848</u>
Excess of revenues over expenditures	3,030	(52,574)	(49,544)	(86,267)
Transfers:				
Transfers in from City of Buellton		40,350	40,350	
Change in fund balance	3,030	(12,224)	(9,194)	(86,267)
Fund balance, beginning of fiscal year		<u>11,519</u>	<u>11,519</u>	<u>97,786</u>
Fund balance, end of fiscal year	<u>\$ 3,030</u>	<u>\$ (705)</u>	<u>\$ 2,325</u>	<u>\$ 11,519</u>

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2014

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues:			
Local Transportation fund allocations	\$ 3,718	\$ 10,752	\$ 7,034
Interest	200		(200)
Total revenues	<u>3,918</u>	<u>10,752</u>	<u>6,834</u>
Expenditures:			
Construction and contract services	100,000	59,096	40,904
Dial-A-Ride-Solvang	<u>1,650</u>	<u>1,200</u>	<u>450</u>
Total expenditures	<u>101,650</u>	<u>60,296</u>	<u>41,354</u>
Excess of revenues over expenditures	(97,732)	(49,544)	48,188
Transfers:			
Transfers in from City of Buellton	<u>32,000</u>	<u>40,350</u>	<u>8,350</u>
Change in fund balance	(65,732)	(9,194)	56,538
Fund balance, beginning of fiscal year	<u>11,519</u>	<u>11,519</u>	
Fund balance, end of fiscal year	<u>\$ (54,213)</u>	<u>\$ 2,325</u>	<u>\$ 56,538</u>

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2013

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues:			
Local Transportation fund allocations	\$ 2,500	\$ 16,424	\$ 13,924
Interest	200	157	(43)
Total revenues	<u>2,700</u>	<u>16,581</u>	<u>13,881</u>
Expenditures:			
Construction and contract services	97,250	101,748	(4,498)
Dial-A-Ride-Solvang	<u> </u>	<u>1,100</u>	<u>(1,100)</u>
Total expenditures	<u>97,250</u>	<u>102,848</u>	<u>(5,598)</u>
Excess of revenues over expenditures	(94,550)	(86,267)	8,283
Fund balance, beginning of fiscal year	<u>97,786</u>	<u>97,786</u>	<u> </u>
Fund balance, end of fiscal year	<u>\$ 3,236</u>	<u>\$ 11,519</u>	<u>\$ 8,283</u>

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SEGREGATED BY SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and June 30, 2013

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Transportation Development Act Fund of the City of Buellton is a governmental fund type. Governmental funds are accounted for using a current financial resources measurement focus. The application of this measurement focus provides that, in general, only current assets and current liabilities are present on the balance sheet. Operating statements of these funds present revenues and expenditures.

The modified accrual basis of accounting is used for the Transportation Development Act Fund. Under the modified accrual basis of accounting, revenues are recognized when they become susceptible to accrual (i.e., both measurable and available). Measurable means that the amount of the transaction can be determined. Available means the funds are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures of governmental funds are generally recognized when the related fund liability is incurred.

Reporting Entity

The financial statements present only the Transportation Development Act Fund and do not purport to, and do not present, the City's financial position and changes in financial position. The City of Buellton's basic financial statements are available from the Finance Department at 107 W. Highway 246, Buellton, CA 93427.

NOTE 2 – CASH DEPOSITS

The City follows the practice of pooling cash and investments for all funds (including the Transportation Development Act Fund) under its direct daily control. Interest earned on pooled cash and investments is allocated periodically to the various funds based on average cash balances. Detailed disclosure regarding the City's investments of cash is included in the notes to financial statements of the City.



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
RON A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
ALEXANDER C HOM, CPA
ADAM V GUISE, CPA
TRAVIS J HOLE, CPA

2400 PROFESSIONAL PARKWAY, SUITE 205
SANTA MARIA, CA 93455
TEL: 805-925-2579
FAX: 805-925-2147
www.mlhcpas.com

**INDEPENDENT AUDITORS' REPORT ON TRANSPORTATION
DEVELOPMENT ACT COMPLIANCE**

The Board of Directors of the
Santa Barbara County Association of Governments

We have audited the financial statements of the City of Buellton Transportation Development Act Fund's (the City) compliance with the types of compliance requirements described in the *Transportation Development Act Guidebook*, published by the State of California Department of Transportation applicable for the fiscal year ended June 30, 2014.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the Transportation Development Act.

Auditors' Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit of the compliance with applicable statutes, rules and regulations of the Transportation Development Act (TDA), Sections 99234 and 99400(a), of the California Code of Regulations (CCR), and the allocation instructions and resolutions of Santa Barbara County Association of Governments as required by Section 6666 of the CCR. Section 6666 requires that for a non-transit claimant, the independent auditor shall perform at least the following tasks: (a) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualified purposes, including Public Utilities Code section 99402 for streets and roads claimants and section 99233.3 for claimants under that section for pedestrian and bicycle facilities and bicycle safety education programs, (b) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation-planning agency and in compliance with the allocation instructions, and (c) Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code sections 99301 and 99301.5. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Transportation Development Act Guidebook*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state laws and regulations applicable to the City occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Compliance with the Transportation Development Act

In our opinion, the funds allocated to and received by the City of Buellton Transportation Development Act Fund, complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements of the Transportation Development Act and the allocation instructions and resolutions of Santa Barbara County Association of Governments for the fiscal year ended June 30, 2014.

This report is intended solely for the information and use of the City Council, management of the Santa Barbara County Association of Governments and for filing with the appropriate regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Remy & Haugheim LLP

Santa Maria, California

January 9, 2015

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Stephen A. McEwen, City Attorney

Meeting Date: March 12, 2015

Subject: Approval of Amended City Manager Employment Agreement

BACKGROUND

Attached is the amended agreement with Marc Bierdzinski for serving as City Manager that was discussed during the closed session on February 26, 2015. Changes to the prior agreement include:

- Extending the term of the agreement for two years with a performance review every six months.
- No increase in salary except for the CPI increases given to staff each year. The prior CPI increases are reflected in the agreement.
- A car allowance of \$300 per month to use his personal vehicle on business within the tri-county area. This is the same amount as given to the City Manager in Solvang, but less than the other County jurisdictions that range from \$400 to \$700 per month.

Mr. Bierdzinski would continue to save the City money by continuing in his role as Planning Director.

RECOMMENDATION

That the City Council consider the approval of an amended agreement for City Manager with Marc Bierdzinski and authorize the Mayor to execute the agreement.

ATTACHMENT

Attachment 1 - Amended City Manager Employment Agreement

CITY MANAGER EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of March 12, 2015, between the City of Buellton (“City”) and Marc Bierdzinski (“Bierdzinski”). In consideration of the mutual promises and agreements set forth below, City and Bierdzinski agree as follows:

A. Recitals.

(i) In September, 2005, Bierdzinski was appointed for the services of Planning Director of City; and,

(ii) On May 1, 2013, in addition to the duties of Planning Director, Bierdzinski was appointed to serve as Interim City Manager of City, and,

(iii) On September 26, 2013, in addition to the duties of Planning Director, Bierdzinski was appointed to serve as City Manager of City, and,

(iv) In March 2014 and September 2014, Bierdzinski received acceptable performance reviews by the City for his duties as City Manager and Planning Director, and,

(iv) City and Bierdzinski agree that it is in the best interests of both to continue to coordinate the services as City Manager and Planning Director of City.

B. Agreement.

1. **EMPLOYMENT.** City agrees to employ Bierdzinski to render services as City Manager and Planning Director of City on the terms and conditions set forth in this Agreement and Bierdzinski accepts such employment on the terms and conditions set forth in this Agreement. If at any time during the term of this Agreement Bierdzinski and the City agree that it is in the best interests of both to have another employee serve as Planning Director of City, Bierdzinski may resign the position of Planning Director. Such resignation shall have no effect on any term or provision of this Agreement and this Agreement shall remain in full force and effect.

2. **TERM.** The term of Bierdzinski’s employment as City Manager of City shall be extended on March 12, 2015, and end on the earliest of:

A. March 9, 2017; or

B. The date of termination of Bierdzinski's employment in accordance with Paragraph 4 below.

3. POSITION AND DUTIES. Bierdzinski shall serve as City Manager of City and Planning Director of City. Bierdzinski shall have those powers and duties set forth in City's Municipal Code Section 2.08.060 for service as City Manager as well as those powers and duties set forth in the City's Municipal Code and Personnel Rules for Planning Director. The City Council of the City ("City Council") shall have the power to determine such other specific duties and responsibilities which Bierdzinski must perform under this Agreement and the means and manner by which Bierdzinski must perform those duties and responsibilities. Bierdzinski agrees to devote all of his business time, skill, attention, and best efforts to the discharge of the duties and responsibilities assigned to him by the City Council during the term of his employment.

4. AT-WILL EMPLOYMENT STATUS, EXCLUSION FROM PERSONNEL SERVICE SYSTEM, AND TERMINATION.

A. Bierdzinski's employment is at-will. Bierdzinski shall serve at the will of the City Council. Thus, Bierdzinski's employment is at the mutual consent of Bierdzinski and City and either Bierdzinski or City may terminate the employment at-will. City may terminate Bierdzinski at any time, with or without cause, for any reason whatsoever that does not violate a public policy of the State of California. Termination shall be by a majority vote of the City Council. Bierdzinski may terminate his employment at any time, with or without cause, for any reason whatsoever. Bierdzinski is excluded from City's Personnel Service System and holds no property right in his employment.

B. Bierdzinski agrees that no representative of City has made or can make any promises, statements, or representations which state or imply that Bierdzinski is hired or retained under any terms other than at-will employment and is excluded from City's Personnel Service System, as set forth above. Bierdzinski agrees that no agreement can impliedly arise that Bierdzinski is employed under any terms other than at-will employment and is excluded from City's Personnel Service System, as set forth above.

C. Bierdzinski's status as at-will and as exempt from City's Personnel Service System may only be changed, revoked, amended, or superseded by a written document, signed by Bierdzinski and the Mayor following approval by the City Council.

5. COMPENSATION AND BENEFITS. Bierdzinski shall receive the following compensation and benefits:

A. Salary. Bierdzinski shall receive an annual salary of one hundred forty six thousand two hundred and fifty six dollars (\$146,256),

payable at the normal times as all Employees of City. Such salary shall be effective as of March 12, 2015. Bierdzinski shall receive the same amount of cost of living adjustments and longevity pay as may be received by other City Employees as and when authorized by the City Council.

B. Benefits. Bierdzinski shall receive such benefits as are provided to exempt City Employees under the City Personnel Rules.

1. **Vacation.** Bierdzinski shall be entitled to twenty (20) days vacation per year of employment with the City which shall accrue in the same manner as all City Employees. The maximum number of vacation days that may be accumulated by Bierdzinski is forty (40) days. Once Bierdzinski reaches the maximum accumulation, he shall cease vacation accrual until his total number of vacation hours falls below the maximum allowable.

2. **Management Leave.** On the commencement date of this Amended Agreement, Bierdzinski shall be credited with eight (8) days accrued Management Leave for the first full year of employment with the City. Thereafter, Bierdzinski shall be credited eight (8) days of Management Leave annually.

3. **Automobile Allowance.** Bierdzinski shall receive Three Hundred Dollars (\$300.00) each month as an automobile allowance. The allowance is in exchange for (1) Employee making available for his own use a personal automobile, and (2) for his use of his personal automobile for City related business and/or functions during, before and after normal work hours. Employee is not precluded from using City vehicles for City business during before, and after the normal workday. A City vehicle will not be provided to Employee for his exclusive use and no City vehicle shall be utilized by Employee for commuting purposes. Employee will be entitled to mileage reimbursement at the IRS standard reimbursement rate for trips outside the Counties of Santa Barbara, Ventura, and San Luis Obispo. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle with liability limits not less than \$100,000 per occurrence/\$300,000 aggregate, and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

6. **PERFORMANCE REVIEW.** A performance review shall occur no later than six (6) months following the commencement date of this Agreement and every six (6) months thereafter. The City Council will use the performance review to determine the extent, if any, that Bierdzinski's base salary and/or benefits of Bierdzinski should be increased. The evaluation shall be in accordance with specific criteria developed by the City Council after consultation

with Bierdzinski. Such criteria may be added to or deleted as the City Council may from time to time determine after consultation with Bierdzinski.

7. RENEWAL OF AGREEMENT. City is under no obligation to renew this Agreement upon completion of the Agreement's term, and City may decide to do so solely at its discretion. The City may extend this Agreement at any time prior to the expiration of this Agreement.

8. NOTICE OF TERMINATION. City need not provide Bierdzinski with any prior notice of its decision to terminate this Agreement. Due to the important nature of the City Manager's duties to City, if Bierdzinski terminates this Agreement, Bierdzinski should provide the City Council with at least thirty (30) days written notice prior to the date he ceases to perform his duties and responsibilities under this Agreement.

9. OPTION OF SEVERANCE PAYMENT OR RETIREMENT IN LIEU OF SEVERANCE.

A. If City terminates this Agreement, for any reason other than Employee's misconduct, as defined below, at Employee's sole option, City shall either pay Employee a severance payment of an amount equal to three (3) months of salary, with applicable payroll taxes withheld, or City agrees to accept, in lieu of such severance payment, the voluntary retirement of Bierdzinski as an employee of the City of Buellton.

B. If City terminates this Agreement at any time due to Employee's misconduct, as defined below, City shall not pay Employee any severance payment and need not take any action to accept Employee's retirement. Misconduct means Employee's dishonesty, fraud, self-dealing, or willful misconduct as that term is defined for purposes of unemployment insurance, committed in the performance of Employee's duties and responsibilities under this Agreement, or Employee's violation, at any time, of any law which can be punished as a felony. The determination of whether Employee was terminated due to misconduct is in City's reasonable discretion.

C. In the event that Employee is convicted of a crime involving an abuse of his office or position, as defined in California Government Code section 53243.4, City Manager shall be required to fully reimburse the City in accordance with California Government Code sections 53243, 53243.1, and/or 53243.2.

D. Upon the termination of this Agreement, Employee is not entitled to any other compensation or payment, except for accrued and unused vacation leave and management leave, and as provided in this Paragraph 9.

10. REIMBURSEMENT. City shall reimburse Bierdzinski according to standard City practices for all actual and necessary expenses he incurs in the

performance of his official duties as City Manager, including those incurred when traveling on business pertaining to City.

11. BOND. Bierdzinski shall furnish a corporate surety bond in the amount of One Hundred Thousand Dollars (\$100,000.00) from a surety approved by the City Council for the faithful performance of the duties imposed upon Bierdzinski as City Manager. The premium for such bond shall be a proper charge against the City.

12. NONASSIGNMENT. Bierdzinski's duties and obligations under this Agreement are personal and are not assignable.

13. ARBITRATION. Any and all controversies or claims arising out of or relating to Bierdzinski's employment with City or the termination of Bierdzinski's employment with City shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Bierdzinski acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this document.

15. AMENDMENT. This Agreement, and any and all terms and conditions contained herein, may only be changed, revoked, amended, or superseded by a written document signed by both Bierdzinski and the Mayor following approval of the City Council.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California.

17. NO WAIVER. No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

18. PARTIAL INVALIDITY. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity or enforceability of the other provisions or portions of this Agreement.

19. INTERPRETATION. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

20. HEADINGS. Paragraph headings used in this Agreement are for convenience only and shall not be considered part of the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

(Signatures on following page)

BIERDZINSKI

CITY OF BUELLTON

Marc Bierdzinski

Holly Sierra, Mayor

Attest:

Linda Reid, City Clerk

Approved as to Form:

Stephen A. McEwen, City Attorney

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Kyle Abello, Recreation Coordinator

Meeting date: March 12, 2015

Subject: Approval of Updated Joint-Use Facility Agreement

BACKGROUND

Beginning in 2001, the City and the Buellton Union School District (District) have shared joint use of District facilities under multiple agreements. Over the last year, the City-District Joint Use Committee has met to discuss the consolidation of these multiple agreements into one comprehensive joint use agreement that simplifies and cleans up outdated language. This updated Joint-Use Facility Agreement (Attachments 1 & 2) was reviewed by the Joint Use Committee on February 23, 2015, and recommended for approval by both the City Council and District Board of Trustees. It covers joint use of District facilities including Oak Valley Field and the Joint Use Gymnasium at Jonata as well as the auxiliary buildings occupied by the Recreation Center on the Jonata campus. The Agreement was drafted and reviewed by the City Attorney and includes all the appropriate indemnifications and insurance requirements. The twenty year term of the Agreement mirrors that of previous joint use agreements and provides for stability in the cooperative relationship between the City and the District.

In light of the very positive on-going relationship with the District in shared use of facilities to provide recreational opportunities for the community, Staff recommends that the City Council approve the updated Joint-Use Facility Agreement.

FISCAL IMPACT

None

RECOMMENDATION

That the City Council approve the updated Joint-Use Facility Agreement.

ATTACHMENTS

Attachment 1- Joint-Use Facility Agreement 2015
Attachment 2- Exhibits A-E

JOINT-USE FACILITY AGREEMENT

Buellton Union School District

and

City of Buellton

This JOINT-USE FACILITY AGREEMENT (“Agreement”) is made and entered into effective on the ____ day of _____, 2015, by and between the CITY OF BUELLTON, a California municipal corporation (“City”), and the BUELLTON UNION SCHOOL DISTRICT, a school district duly organized and operated under the laws of the State of California (“District”). Collectively, the City and District shall be referred to in this Agreement as the “Parties.”

1. RECITALS

A. Chapter 10 of Part 7 of the California Education Code (“Community Recreation Programs Law”) authorizes school districts and cities to organize, promote, and conduct programs of community recreation that will contribute to the attainment of general educational and recreational objectives for children and adults of the state.

B. The District owns Jonata Middle School located at 301 Second Street, Buellton, California (“Jonata Middle School”), as depicted in Exhibit A to the Agreement. The Jonata Middle School site includes sports fields and tennis courts (“Jonata Fields”), as depicted in Exhibit A, and a gymnasium and recreational center (“Building J”), auxiliary classrooms (“Building C” and “Building I”), as depicted in Exhibit B. The District also owns Oak Valley Elementary School, located in the 500 block of Second Street, west of Sycamore Drive, Buellton California (Oak Valley Elementary School), as depicted in Exhibit C to this Agreement. The Oak Valley Elementary School site has a sports field (“Oak Valley Field”), as depicted on Exhibit D.

C. Buildings C, I, and J, Jonata Fields, and Oak Valley Field, which shall be referred to collectively in this Agreement as the “District Facilities” and singularly as a “District Facility,” are suitable for academic, athletic, and recreational purposes.

D. Beginning in or about 2001 and continuing to this day, the District and City have shared joint use of the District Facilities under multiple agreements. The Parties would like to continue their joint use of the District Facilities through a single written agreement.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the City and District agree as follows:

///

A. Recitals

The above recitals are true and correct and material to this Agreement.

B. No Conveyance

This Agreement does not constitute the conveyance of any interest in the District Facilities, nor does it create any lease in any person.

C. Purpose of Agreement – Applicable Law

The purpose of this Agreement is for the City and District to work together to provide for the use and maintenance of the District Facilities and to coordinate and schedule uses of the District Facilities by the District and City.

Chapter 10 of part 7 of the California Education Code (“Community Recreation Programs Law”) authorizes school districts and cities to organize, promote, and conduct programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the state. Moreover, the Civic Center Act (California Education Code sections 38130 et seq.) allows any school district to grant, upon terms and conditions the board deems proper, the use of school facilities as a civic center to allow community groups and public agencies use of the facilities for the public, literary, scientific, recreational, educational uses enumerated in the Civic Center Act.

D. Use of District Facilities by District and City

(1) The District hereby grants to the City the right and privilege of using the District Facilities for public, community and/or recreational purposes in accordance with the terms and conditions of this Agreement and in accordance with applicable law.

(2) The District and the City agree that they will share in the use of the District Facilities and will coordinate the times and programs necessary to allow the best appropriate use of the District Facilities. Each party shall be responsible for supervising their own respective activities at the District Facilities.

(3) In the event that District’s governing Board should determine that City’s use of the District Facilities is inconsistent with District’s use of the District Facilities for school purposes or that City’s use interferes with the education programs and activities of District, the Parties agree to resolve such dispute pursuant to Section O of this Agreement.

E. Scheduling and Use of District Facilities

(1) Jonata Fields and Oak Valley Field. The District shall be responsible for and shall have the authority to schedule all use of the Jonata Fields and Oak Valley Field during normal school hours except as specifically agreed in writing by the City and District. For purposes of this Agreement, the term “normal school hours”

shall have the meaning set forth in Section E(4), below. The City shall be responsible for and shall have authority to schedule all use of the Jonata Fields and Oak Valley Field during non-school hours. The City shall give priority to the District to use the Jonata Fields and Oak Valley Field during non-school hours for District-sponsored sporting events. For purposes of this Agreement, "non-school hours" shall mean any time outside of normal school hours.

(2) Buildings C and J. The City shall be responsible for scheduling use of Buildings C and J at all times, but shall give priority to the District during normal school hours. The City shall also give priority to the District to use Building J during non-school hours for District-sponsored sporting events.

(3) Building I. The City shall occupy and use Building I at all times to house the offices and activity rooms of the City's Recreation Department.

(4) Normal school hours are currently Monday through Friday from 7:30 a.m. to 4:00 p.m. during the academic school year. Normal school hours do not apply during summer, winter, or spring breaks, or on designated District holidays. It is understood and agreed that the starting time for normal school hours may change from school year to school year and that for each school year the actual starting and ending times, relative to the implementation of this Agreement, will be those hours as reasonably determined for each school year by the District.

(5) The City shall establish appropriate scheduling systems for the District Facilities, including a procedure for establishing priorities for various public, civic and/or recreational uses.

(6) After City priorities, the City will give the District first priority to use the District Facilities during non-school hours. The City will give community organizations, as determined by the Joint Use Committee (as established herein), the next priority to the District Facilities. For the District to exercise its priority on the use of any District Facility at a particular non-school time, the District will have to schedule that use with the City at least 10 days in advance of the use.

(7) The City shall ensure that as to the reservation of the use of any District Facility by persons and organizations that each such person or organization shall have in effect at the time of such use of the District Facility general liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate and that the District and the City are named as additional insureds on the applicable insurance policies. Notwithstanding anything to the contrary herein, the party responsible for administering the reservation, in its sole discretion, may in writing waive this provision at its sole risk. In the event of such waiver, the waiving party hereby agrees to indemnify, hold harmless, and defend the other party, its governing body, officers, agents and employees from every claim, demand or expense of any nature whatsoever that arises from the permitted use of the Facility.

F. Maintenance and Repair

(1) The City shall provide and pay for regular janitorial service for Buildings C, I, and J, and shall pay for the cost of operating, maintaining, and repairing the improvements that the City added to Buildings C, I, and J. The City's improvements to Buildings C, I, and J are fully described in Exhibit E to this Agreement. In addition, the City shall budget one-third of the collected room rental fees for Buildings C, I, and J for the following year's joint use maintenance and repair budget. The District shall pay for all other costs of operating, maintaining, and repairing the District Facilities, including structural, electrical, and plumbing maintenance and repairs.

(2) The District shall pay for the recurring costs of utilities for the District Facilities, except that the City shall pay 50 percent of the water charges attributed to Oak Valley Field.

G. Charges for Use of Facility

The City may charge persons or organizations that use the District Facilities during non-school hours a user fee or a charge for such use. The purpose for this fee is for the City to recover the costs it incurs in scheduling the use of and in maintaining and repairing the District Facilities (see Section F of this Agreement). The City shall pay to the District on a quarterly basis 100 percent of the collected field fees for the Jonata Fields and Oak Valley. The City shall not charge the District for the District's use of the District Facilities, nor shall the District charge the City for the City's use of the District Facilities. Generally, subject to the Civic Center Act, if applicable, the parties may charge the public for use of the District Facilities.

H. Term

The term of this Agreement shall be for 20 years commencing on the effective date first set forth in this Agreement. The term of the Agreement shall be automatically renewed for one-year periods on or after its 20th anniversary date unless one party to the Agreement provides at least one year's written notice of intent to terminate to the other party.

I. Joint Use Committee

The City and the District agree to establish a four-member Joint Use Committee composed of two persons appointed by each governing board of the City and the District to oversee the implementation of the Agreement and compliance with applicable laws, and to recommend operational changes to the benefit of both parties. The City and the District shall each appoint one elected representative and one staff person to the Joint Use Committee. Additional ex officio, non-voting members may be added at the discretion of the District and City.

///

///

J. Sale of District Facilities

In the event that the District intends to sell, transfer or otherwise dispose of the real and personal property that comprises the District Facilities, subject to applicable law, the City is hereby provided an option to purchase the property on the basis of an appraisal representing fair market value agreed to by a Member of the Appraisal Institute ("MAI" appraiser) representing the District and an MAI appraiser representing the City. Should the selected appraisers be unable to agree, they in turn will select a third MAI appraiser whose determination as to fair market value shall be binding upon the parties. The City agrees to waive its right under the Naylor Act (Education Code § 17485, et seq.).

K. Indemnification and Insurance

(1) The City agrees to and does hereby indemnify, hold harmless and defend the District, its governing board, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of the City, its officers, agents or employees in the performance of this Agreement.

(2) The District agrees to and does hereby indemnify, hold harmless and defend the City, its City Council members, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of the District, its officers, agents or employees in the performance of this Agreement.

(3) The City and the District each agree to maintain comprehensive general liability insurance either through an insurance carrier licensed to do business in the State of California or through a joint powers insurance authority with the amount of said insurance required to be at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. The City and the District each agree to provide 30 days written notice to the other party if it proposes any substitution, change, or other modification of the aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

(4) The District agrees that it shall insure for its full replacement value the premises and all fixtures and equipment in, on, or at the District Facilities. The fire and property insurance policies shall name both the District and the City as beneficiaries to the extent applicable.

(5) The City and the District agree that it is their intent that any insurance proceeds received be used to the extent possible to replace and or restore the damaged property.

L. Notices

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of 10 calendar days following the date of mailing of the notice.

CITY OF BUELLTON:

City of Buellton
Attn: City Manager
107 W. Highway 246
Post Office Box 1819
Buellton, CA 93427

**BUELLTON UNION
SCHOOL DISTRICT:**

Buellton Union School District
Attn: Superintendent
595 Second Street
Buellton, CA 93427

M. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants

N. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Santa Barbara, California.

O. Breach of Agreement

If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have 30 days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. This failure of a party to object to any default in the performance of the terms and conditions

of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

P. Binding Arbitration

The parties agree to submit any disputes arising out of this Agreement to a mutually agreeable mediator. Should this process fail to resolve the dispute, the parties agree to submit the matter to binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association.

Q. Attorney Fees

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which shall be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

R. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

S. Successors and Assigns

(1) Neither party may assign its interest in this Agreement without the express written consent of the other party.

(2) The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

T. Emergencies/Disasters

(1) District's Superintendent is responsible for safeguarding the health, welfare and safety of students. In emergency situations, the Superintendent or his/her designee shall take such action as he/she deems appropriate to provide for the safety of the students. In the event of an emergency or a disaster, the District Facilities shall be under the control and supervision of District.

(2) Should an emergency and/or disaster require immediate action with respect to repairs, maintenance, or safeguarding of the District Facilities, City and District agree to take a joint approach with respect to such action and, if possible, consult each other prior to taking such action. However, should a party be unable to consult the other party, and immediate action is required to minimize damage to the District Facilities and/or to protect the safety and welfare of the public, such party may act without consultation with the other party and, after the emergency/disaster is over, both parties shall attempt to resolve any dispute with respect to such action. If the

parties are unable to resolve any dispute with respect to an action taken in response to an emergency/disaster, such dispute shall be resolved in the manner set forth in the section O of this Agreement.

U. Employees

(1) For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City.

(2) For purposes of this Agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the City under jurisdiction of the City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District.

V. Recreation Program Costs

Except as otherwise provided, neither party shall be responsible to the other party for the cost of their own recreation programs or the cost of any third party organization which might benefit from a particular aspect of this Agreement. The City covenants and agrees to bear all costs that it incurs in respect to the operation of any City recreation program, including the cost of service of its employees and incidental costs in connection therewith. District covenants and agrees to bear all costs that incur in respect to the operation of any District-sponsored activity, including the cost of service of its employees and incidental costs in connection therewith.

W. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

IN WITNESS WHEREOF, the District and the City have executed this Agreement as of the date first above written.

[Signatures on the following page]

BUELLTON UNION SCHOOL DISTRICT

By: _____
Dr. Bryan McCabe
Superintendent

ATTEST:

Board Clerk

CITY OF BUELLTON

By: _____
Holly Sierra
Mayor

ATTEST:

Linda Reid, City Clerk

APPROVED AS TO FORM:

Stephen A. McEwen, City Attorney

EXHIBIT A



EXHIBIT B

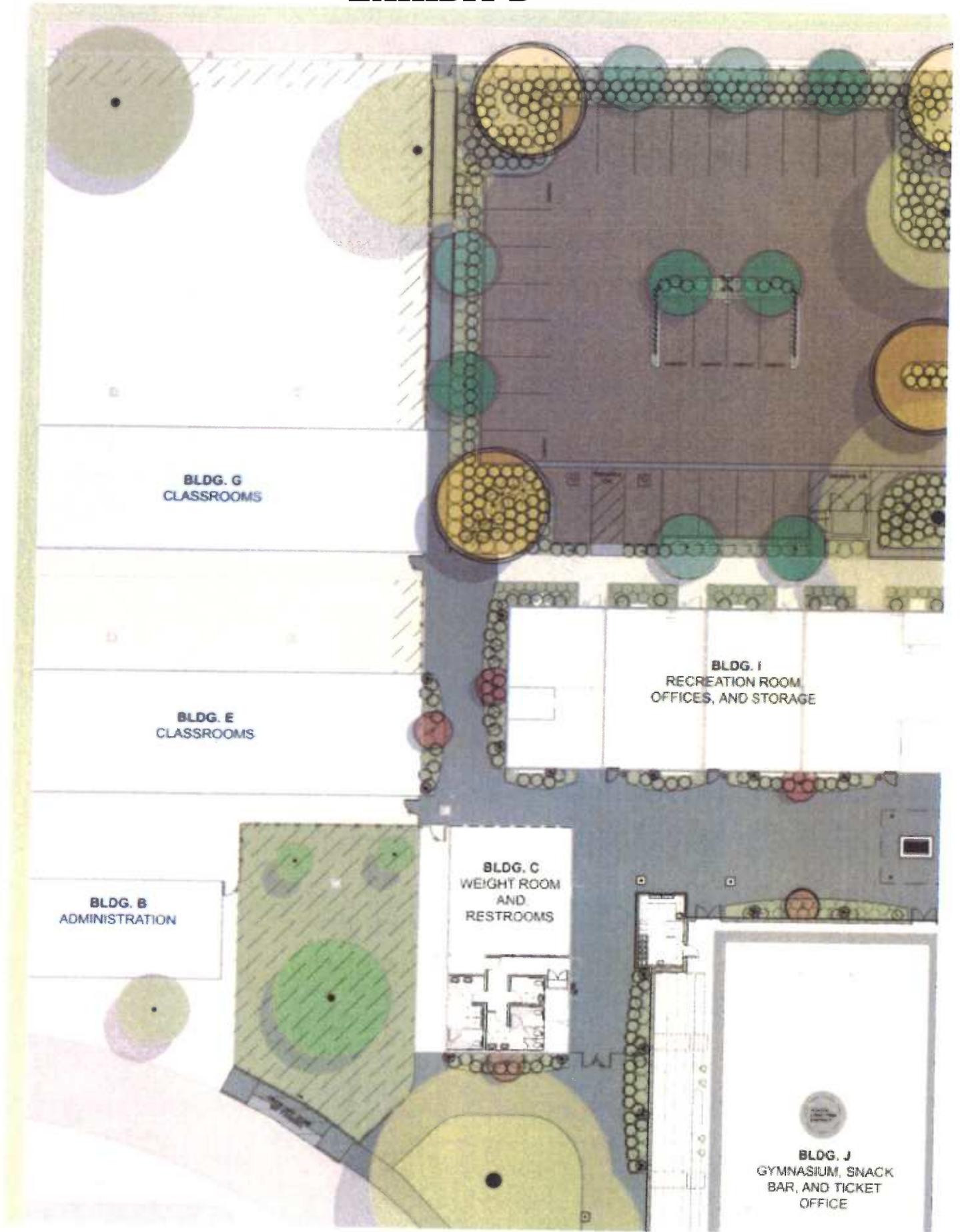
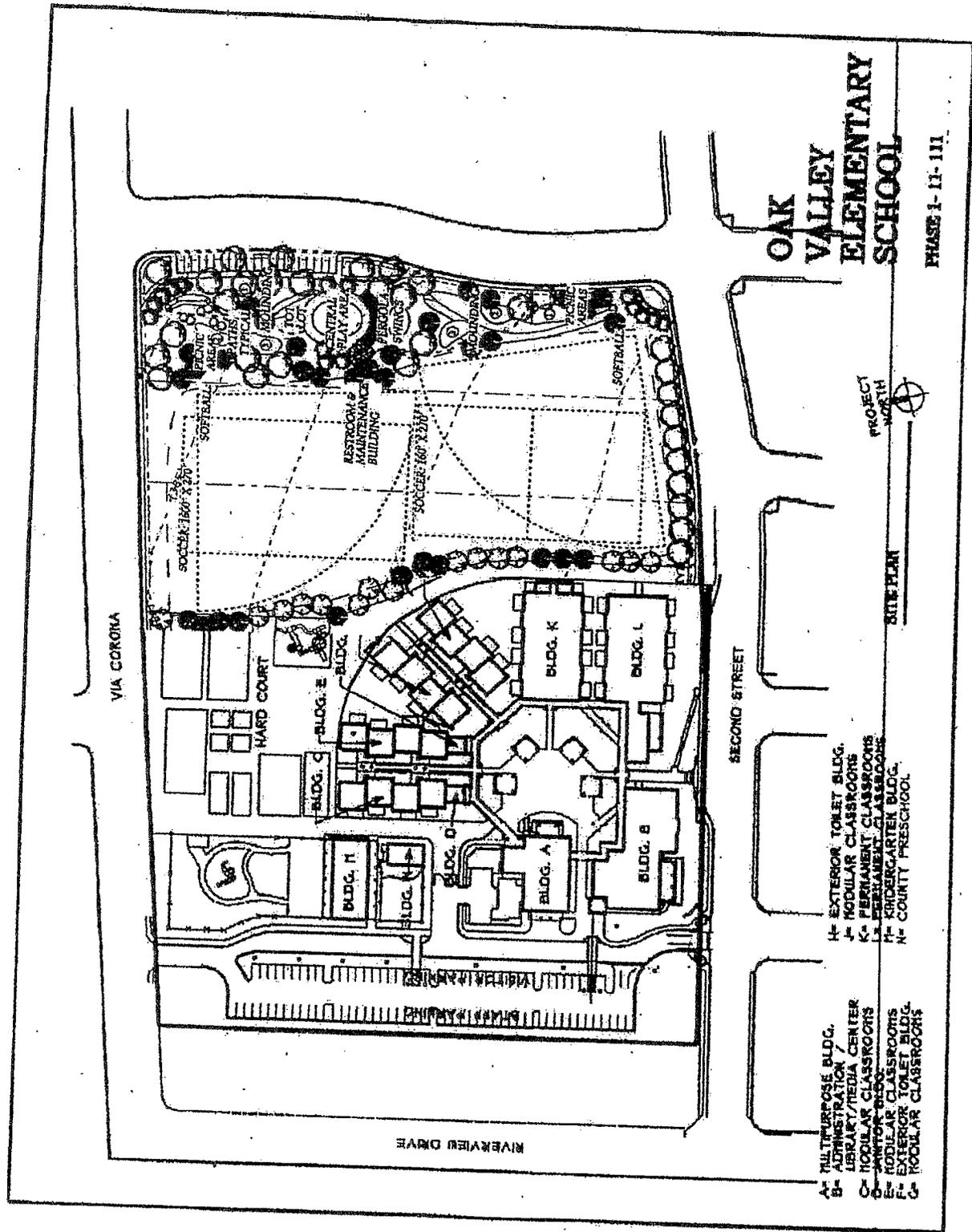


EXHIBIT C



OAK VALLEY ELEMENTARY SCHOOL

PHASE 1-II-III

PROJECT NORTH

SITE PLAN

SECOND STREET

VIA CORONA

RIVERVIEW DRIVE

- M- EXTERIOR TOILET BLDG.
- J- MODULAR CLASSROOMS
- C- PERMANENT CLASSROOMS
- K- PERMANENT CLASSROOMS
- N- KINDERGARTEN BLDG.
- N- COUNTY PRESCHOOL

- A- MULTIPURPOSE BLDG.
- B- ADMINISTRATION / LIBRARY/MEDIA CENTER
- C- MODULAR CLASSROOMS
- D- SANITON BLDG.
- E- MODULAR CLASSROOMS
- F- EXTERIOR TOILET BLDG.
- G- MODULAR CLASSROOMS

EXHIBIT D

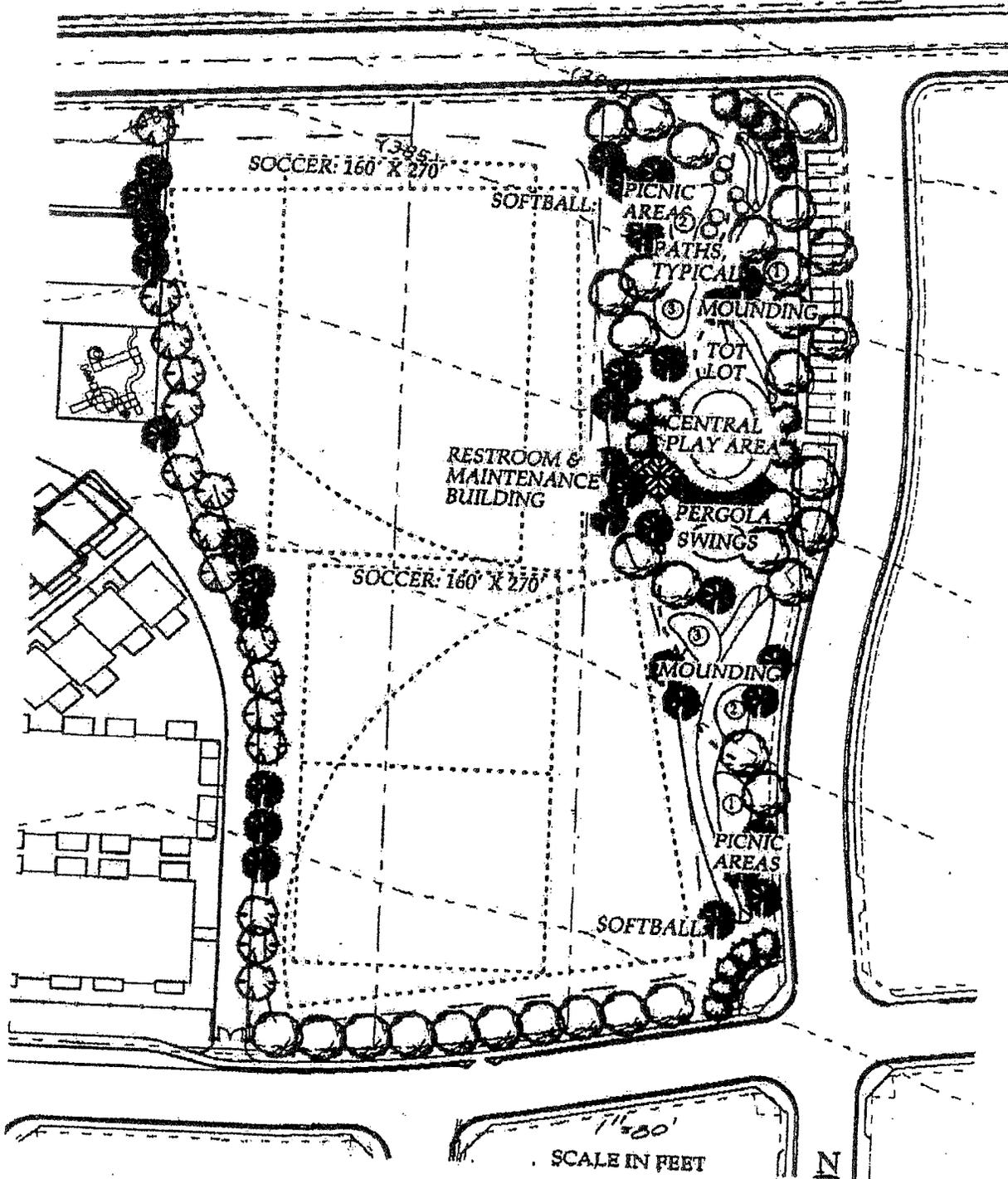


EXHIBIT E

City Improvements

Building I (Recreation Department Office):

Room #Office (Spin Room): Two Kustom wall mounted speakers

Room #304 (Room A): Sony 40 inch flat screen TV on wall mount

Room #305 (Room B): Two Crate Audio Pro wall mounted speakers, three 8 foot wall mounted Alvas ballet barres, 33 feet x 88 inches of wall mounted mirrors

Room #306 (The ZONE): Vizio 55 inch flat screen TV on wall mount

Building C (weight room/rest room building):

Weight Room (Weight Room): Sceptre 30 inch flat screen TV on wall mount, 57 feet x 56 inches of wall mounted mirrors

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Marc Bierdzinski, City Manager

Meeting Date: March 12, 2015

Subject: Consideration of Scope and Budget for Avenue of Flags Specific Plan/Development Opportunity Reserve

BACKGROUND

The Economic Development Task Force (EDTF) met in 2014 to decide on mechanisms to implement our economic development plan developed by Kosmont Companies. Since the Avenue of Flags is the last main area the City can develop, the recommendation of the EDTF was to prepare a Specific Plan over the Avenue of Flags with a Development Opportunity Reserve (DOR). On October 23, 2014, a presentation was made to City Council that included the recommendation to develop a Specific Plan and DOR for the Avenue of Flags (AOF) area in order to foster economic development. The City Council authorized staff to prepare a scope, timeline, and budget for the project. Attachment 1 is the October 23, 2014, City Council staff report. An Avenue of Flags Specific Plan also implements the goals and objectives of the vision plan to revitalize the downtown area. The draft boundaries of the specific plan area are shown in Attachment 2.

The Specific Plan would address the alignment of the Avenue, the allowed uses within the Specific Plan, and development of a form based code for architecture and building design. A parking district concept would also be studied. Use of the City medians could also be leveraged by providing development areas and parking areas that could generate revenue for the City. A conceptual outline of the Specific Plan is included as Attachment 3. Examples of specific plan sections and economic development incentives from other cities are included as Attachment 4. Staff believes some of these examples are good templates for the City to use.

The DOR is an economic development incentive program for potential developers that would be part of the Specific Plan. The DOR concept is simple: if certain community benefits are provided to the City then certain incentives are given for development of the property. Examples of these are included in Attachment 1.

The timeline for preparation and completion of the Specific Plan is provided in Attachment 5. Staff proposes holding steering committee and public workshops this fiscal year, with the bulk of the document preparation occurring in the next fiscal year (described in the Fiscal Section). Our tentative completion date is June 2016.

Staff proposes to prepare the Specific Plan/DOR with existing staff and existing consultants who are familiar with the City. We did not go out for an RFP to save costs.

- Existing budgeted staff of Marc Bierdzinski, Rose Hess, Angela Perez and Irma Tucker
- Kosmont Companies (already under contract and budgeted for this fiscal year; propose continuing contract into Fiscal Year 15-16 for \$40,000)
- Contract planner John Rickenbach, AICP (on City contract and preparer of the Corridor study for the Avenue of Flags)
- Greg Ravatt, Ravatt Albrecht & Associates (City contract architect)

If authorization is given to proceed, the first steps would be workshops with the steering committee and the general public during this fiscal year. The purpose of these initial meetings is to obtain feedback on the land uses, circulation, and design issues the community desires in the Avenue of Flags area. A draft plan would then be prepared and go back to the steering committee, public, Planning Commission, and City Council for further feedback before a final document is prepared.

Along with members of the City Council, Planning Commission, and Parks and Recreation Commission, the steering committee for visioning included members from various stakeholder groups. Now that we are focused on the Avenue of Flags, staff would like concurrence from the City Council to also invite all property owners along the Avenue to be on the steering committee. The property owners are the most impacted stakeholder group and their input is crucial to developing a workable specific plan that can be implemented.

FISCAL IMPACTS

The proposed budget for the project is conceptual and would most likely change once the plan is under development. However, this is the best estimate we have in order to budget accordingly and move forward. Attachment 6 are the proposals from Greg Ravatt and John Rickenbach for their work on the project. Assuming we hold two public workshops this fiscal year and preparation of the plan in FY 15-16, the budget would be as follows:

Fiscal Year 14-15

One steering committee meeting and one public workshop

City staff – already budgeted (normal salaries)

Kosmont Companies – \$2,000 (already budgeted for this fiscal year)

Greg Ravatt - \$2,000 (have funds in contract account)

John Rickenbach - \$2,000 (have funds in contract account)

Fiscal Year 15-16

Preparation of the Specific Plan

City staff – already budgeted (normal salaries)

Kosmont Companies – Proposed \$40,000 (same amount as prior year and would include other economic development tasks as well)

Greg Ravatt – Proposed \$30,000 (to be requested in budget)

John Rickenbach – Proposed \$30,000 (to be requested in budget)

Staff would be requesting that \$40,000 be allocated for Kosmont Companies and \$60,000 allocated for Greg Ravatt and John Rickenbach in the FY 15-16 City Budget.

RECOMMENDATION

That the City Council consider directing staff to:

- Begin preparation of the Avenue of Flags Specific Plan/DOR in accordance with Attachments 2 (Boundary), 3 (Scope), and 5 (Timeline) and include the consultant costs noted in the Fiscal Impacts section in the Fiscal Year 15-16 Budget
- Authorize the City Manager to amend the existing contracts with Ravatt Albrecht & Associates and John Rickenbach to reflect the Avenue of Flags Specific Plan project
- Confirm that the steering committee should include all Avenue of Flags property owners

ATTACHMENTS

Attachment 1 – October 23, 2014, City Council Staff Report

Attachment 2 – Proposed Boundary of Specific Plan

Attachment 3 – Specific Plan Conceptual Outline

Attachment 4 – Excerpts of Specific Plans and Economic Incentive Programs from Other Jurisdictions

- a. Burbank Media District Specific Plan
- b. Los Alamos Bell Street Design Guidelines
- c. San Luis Obispo South Broad Street Corridor Plan
- d. Elk Grove Economic Development Incentive Program

Attachment 5 – Preliminary Timeline

Attachment 6 – Consultant Proposals

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Economic Development Task Force
By: Marc P. Bierdzinski, City Manager

Meeting Date: October 23, 2014

Subject: Discussion Regarding Implementation of Economic Development Strategies by Kosmont Companies

BACKGROUND

The Economic Development Task Force and Ken Hira and Joe Dieguez from the Kosmont Companies met to discuss methods to implement and promote economic development in the City. The two main items that are being recommended for implementation are an Avenue of Flags Specific Plan/Development Opportunity Reserve (DOR) and a Business Improvement District (BID) along Industrial Way. The April 2014 Kosmont Implementation Plan is included as Attachment 1.

Kosmont will be in attendance at the meeting to discuss these concepts along with providing information regarding fast food restaurants and restaurants in general.

Avenue of Flags Specific Plan/Development Opportunity Reserve (DOR)

The main economic development method recommended by the task force and Kosmont would be making the Avenue of Flags attractive for developers. This can be achieved by preparation of a Specific Plan with the inclusion of a DOR. Not only does this address economic development but it also implements the goals and objectives of the vision plan for the Avenue of Flags.

The Specific Plan would address the alignment of the Avenue, the allowed uses within the Specific Plan, and development of a form based code. The parking district concept could also be included. Use of the City medians could also be leveraged by providing development areas and parking areas that could generate revenue for the City.

The DOR is an incentive program for potential developers that would be part of the Specific Plan. The DOR concept is simple: if certain voluntary exactions are provided to the City then certain development incentives are given for development of the property. For example, if the developer agrees to build an off-site public parking lot then the parking requirements on the property would be reduced thereby giving more developable area.

Kosmont and the task force came up with the following voluntary exactions and incentives. The voluntary exactions are items that the City could not condition the project to provide because there is no nexus between the development of a particular property and the exaction.

Possible Voluntary Exactions

- Construction of restrooms (#1 priority)
- Construction of an off-site public parking lot (#1 priority)
- Payment into, or creation of, a parking district (#1 priority)
- Construct off-site public improvements (curb, gutter, sidewalk, street widening)(#2 priority)
- Payment of an off-site trail fee
- Payment of off-site water and wastewater fees
- Installation of public art
- Payment of a library fee
- Adding additional green building amenities

Possible Incentives

The CR zone has no maximum Floor Area Ratio (FAR) or site coverage so the following can be used as incentives.

- Increase building heights from 35 to 50 feet
- Reduce on-site parking requirements
- Increase mixed use residential density from 10 units per acre to 20
- Reduce the rear yard setbacks
- Allow land uses not allowed in the CR zone, such as 100% industrial
- Subsidize the project by reducing application fees
- Reducing traffic fees of off-site public improvements are provided

If this idea moves forward the actual details would be worked out through the Specific Plan process. This would include how much incentives are given for a certain number of voluntary exactions. Plan preparation would include the Planning Commission, property owners, and the public.

Staff proposes preparing this Specific Plan/DOR with existing staff and consultants, including Kosmont (already under contract and budgeted), Angela Perez and Irma Tucker, and contract planner John Rickenbach (on City contract and preparer of the Corridor study for the Avenue).

If the City Council authorizes staff to work on this project, staff will return to the City Council with a budget and time line. Staff would then ask the City Council to adjust the City budget accordingly based on the cost estimate developed.

Business Improvement District

The property owners along Industrial Way could form a BID, similar in nature to the BID formed for the valley hoteliers. The BID could help fund and maintain the new street lights and the trail system in the area. The formation of the BID would require approval of the property owners.

If this area becomes a destination for entertainment as well as wine tasting etc., then a BID would make sense and would benefit the owners and businesses.

If the City Council would like to investigate this concept further then a letter can be sent to the property owners. Staff will work with Kosmont to develop the letter.

Fast Food Discussion

Kosmont will provide their perspective on the restaurant industry and answer questions.

FISCAL IMPACTS

Unknown at this time. If authorized to move forward, staff will develop a budget for the project and bring the budget back to the City Council.

RECOMMENDATION

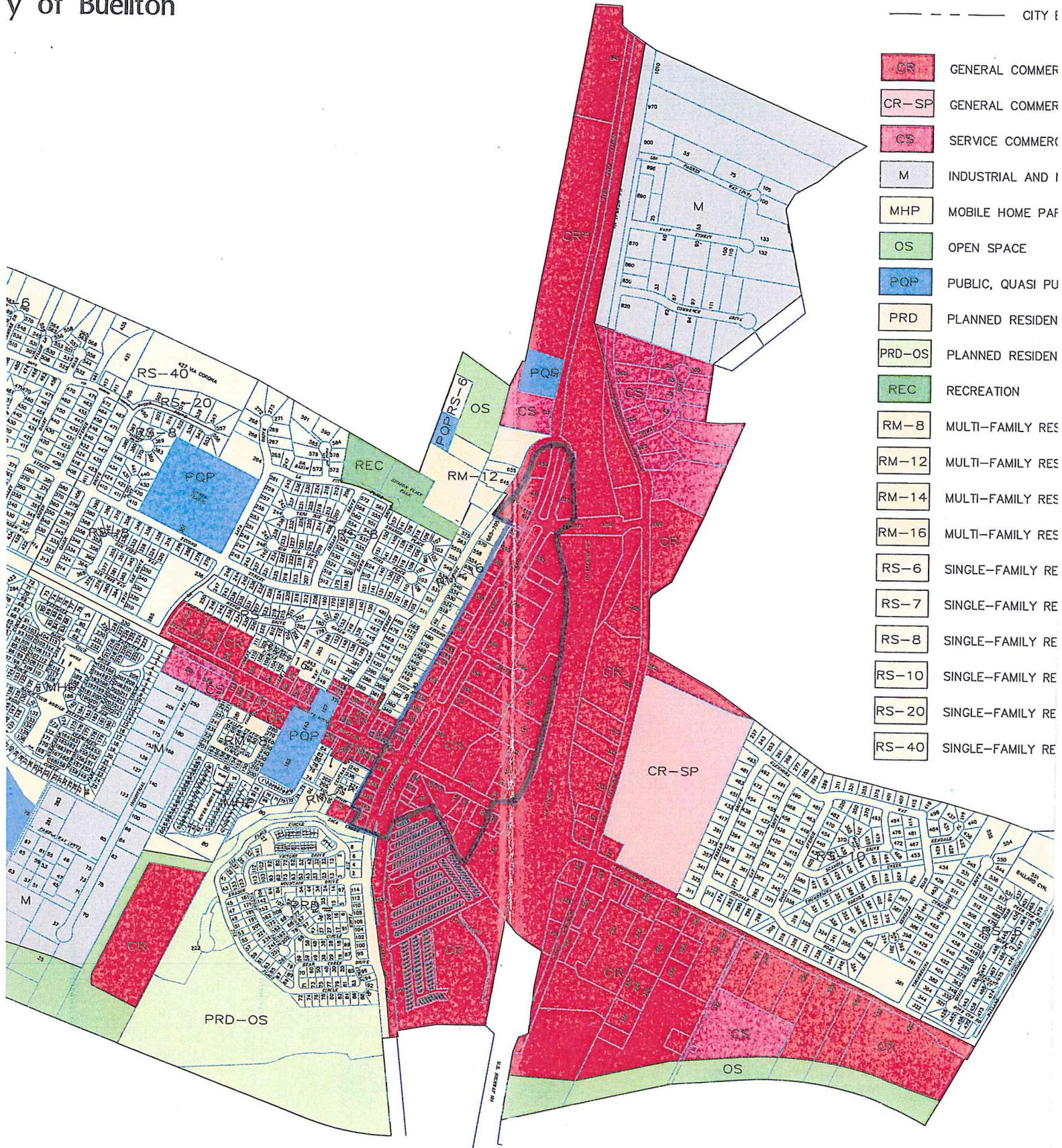
That the City Council consider the proposed economic development implementation concepts and direct staff to:

1. Prepare a budget and time line for preparation of an Avenue of Flags Specific Plan/DOR.
2. Draft a letter to property owners along Industrial Way describing the BID concept and the benefits to the owners for participation.

ATTACHMENT

Attachment 1 – April 2014 Implementation Plan

y of Buellton



Avenue of Flags Specific Plan Conceptual Outline

Chapter 1. Introduction and Policy Framework

- a. Purpose and Intent of the Specific Plan
- b. Specific Plan Boundaries and Properties
- c. Relationship to the General Plan and other City Regulations
- d. Specific Plan Goals and Objectives
- e. Entitlements Associated with the Specific Plan
- f. Overview of Market Conditions and Financing Incentives, including Development Opportunity Reserve

Chapter 2. Land Use Plan

(may include the following and other relevant items, as applicable)

- a. Description of overall land use concept
- b. Land use map
- c. Tables
- d. General intent associated with each property

Chapter 3. Circulation Plan

(may include the following and other relevant items, as applicable)

- a. Overall Avenue of Flags Circulation Layout
- b. Automobiles
- c. Bicycles
- d. Pedestrians
- e. Buses
- f. Map of key circulation systems and their relationship to parts of the City outside the Specific Plan area

Chapter 4. Specific Plan Land Use and Regulatory Provisions

(the outline shown for this chapter may ultimately be modified and replaced by a more form-based and simplified approach, relying on maps, tables and matrices as appropriate)

- a. Permitted Uses by Land Use District
- b. Specific Plan Development Standards
- c. Use Restrictions
- d. Environmental Mitigation
 1. Land Use Compatibility
 2. Noise
 3. Circulation
 4. Storm Water
 5. Others, as applicable

Chapter 5. Design Guidelines

- a. Key Design Principles
- b. Architectural Design
- c. Landscape Design
- d. Signage and Lighting

- e. Grading Criteria
- f. Roadway Design
- g. Energy Conservation

Chapter 6. Infrastructure Requirements and Development Phasing

- a. Water
- b. Sewer
- c. Drainage
- d. Roadways and other Circulation Features
- e. Parking and parking districts
- f. Other Public Services
- g. Infrastructure Phasing and Responsibility
- h. Development Project Phasing

Chapter 7. Implementation, Administration and Enforcement

- a. Specific Plan Interpretation
- b. Specific Plan Amendments
- c. City actions or Entitlements Facilitated by the Specific Plan
- d. CEQA Compliance and Subsequent Projects
- e. Financial Responsibilities/Specific Plan Economics
 - 1. Analysis
 - i. Economic and Demographic Profile
 - ii. Market Demand Analysis
 - 2. Strategy
 - i. Economic Development SWOT Evaluation
 - ii. Trade Area Retailer Voids
 - iii. Opportunity Site Assessment
 - 3. Implementation
 - i. Marketing and Recruitment Targeting and Outreach
 - ii. Discussion of Redevelopment Dissolution
 - iii. Financing and Incentives (Federal, State and Local, including Development Opportunity Reserve)
 - iv. Fiscal Impact and Economic Benefit Analysis

Chapter 8. Glossary of Key Terms

Appendices

- a. Precise description of the specific plan area boundary*
- b. Summaries of key specific plan background data and information*
- c. Buellton Economic Development Strategy*
- d. Buellton Economic Implementation Plan*
- e. Others (as applicable)*

L a n d U s e R e g u l a t i o n s a n d
D e v e l o p m e n t S t a n d a r d s

DIVISION 7. DESIGN STANDARDS.

Sec. 31-2125. Purpose and Goals.

The following design standards will serve as guidelines to address various aspects of design as it relates to private development. These standards are flexible and allow for a variety of design responses. However, they set forth important concepts which ensure that as private development proceeds, each project contributes to a cohesive, functional and aesthetic Media District Overlay Zone. The design standards are as follows:

- (a) To ensure an orderly high quality development process; to protect and enhance major public investments in the area; to protect both small and large scale private investments in the area; and to minimize development cost by eliminating uncertainty and reducing potential development problems.

Sec. 31-2126. Compliance.

Compliance with these design standards shall be determined by the Director of Community Development as part of the Design Review process. Final approval of a project is required from the City Council or City Planning Board. In the latter case, the City Council or the City Planning Board shall determine compliance.

These design standards shall apply to all development in the MDM-1, MDC-2, MDC-3, and MDC-4 zones.

Sec. 31-2127. Land Use Along Pedestrian Routes.

High levels of pedestrian activity, such as shopping, eating, watching, resting, going to and from work, will create interest and provide a sense of safety and security to people on the streets in the Media District. Active streets are also safe streets. These guidelines encourage patterns of land use along streets so that pedestrian activity areas will be created within the media core.

The pedestrian network illustrated in Figure 3-17, is one of the Media District Overlay Zone's most important elements. The key concept is continuity of ground level retail, restaurant and other "active" uses along key street frontages and open spaces. Private developments should orient active land uses in the pedestrian routes and open space system.

Sec. 31-2128. Continuity in Retail Frontage.

In order to maintain an active pedestrian environment, retail uses must be the predominant ground floor use. Long gaps between retail stores discourages active pedestrian shopping and activity. Nonretail first floor uses should be kept to a minimum in retail and restaurant areas. New development should provide first floor retail and restaurant frontage in character with adjacent uses.

Sec. 31-2129. Treatment of Non-Retail Frontage.

Non-retail uses such as offices, service and institutional uses should have visually interesting fronts. Non-retail storefronts should convey the nature of the inside activity to passersby and contribute to the visual interest of the area. Blank, monotonous walls are discouraged. Windows, signs, displays and entrances should convey information about the nature of the business inside.

Sec. 31-2130. Pedestrian Access to Buildings.

Active street and open space frontages along major and secondary pedestrian routes create an interesting and safe pedestrian environment. Whenever possible, the public entrance to shops, stores, and lobbies shall face those streets and open spaces designated as primary pedestrian routes in Figure 3-17. Second level walkways should not be provided in lieu of ground level walkways because the active land uses are recommended primarily for the ground level. However, in locations such as the Media Center, where multi-level pedestrian activity and retail space are encouraged, second level walkways are encouraged. Also, a second level walkway may be beneficial between the medical office building on the north side of Alameda Avenue and the St. Joseph Medical Center complex.

Sec. 31-2131. Building Appearance.

The guidelines in this section regulate or establish the physical appearance and configuration of buildings in the Overlay Zone. The aspects of a building which define its appearance include numerous elements which are addressed by these guidelines including style, height, massing, shape, scale, proportion, materials and finishes, color, lighting, and storefront design. The intent of these guidelines is to assure a harmonious relationship between buildings, the immediate visual environment, and the overall design framework.

(a) Height.

A cluster of tall buildings in the Overlay Zone can visually express the importance of the area and provide physical definition to streets and open space. Building height is also an important factor in the provision of light and air and the protection of public open space.

Building heights should relate to open spaces to allow maximum winter sun and ventilation, protection from prevailing winds, enhance views to public plazas and scenic landmarks, and minimize obstruction of view from adjoining structures.

(b) Scale.

Scale is the relationship between building size and the size of a human being. Large-scale buildings or building elements will

Land Use Regulations and Development Standards

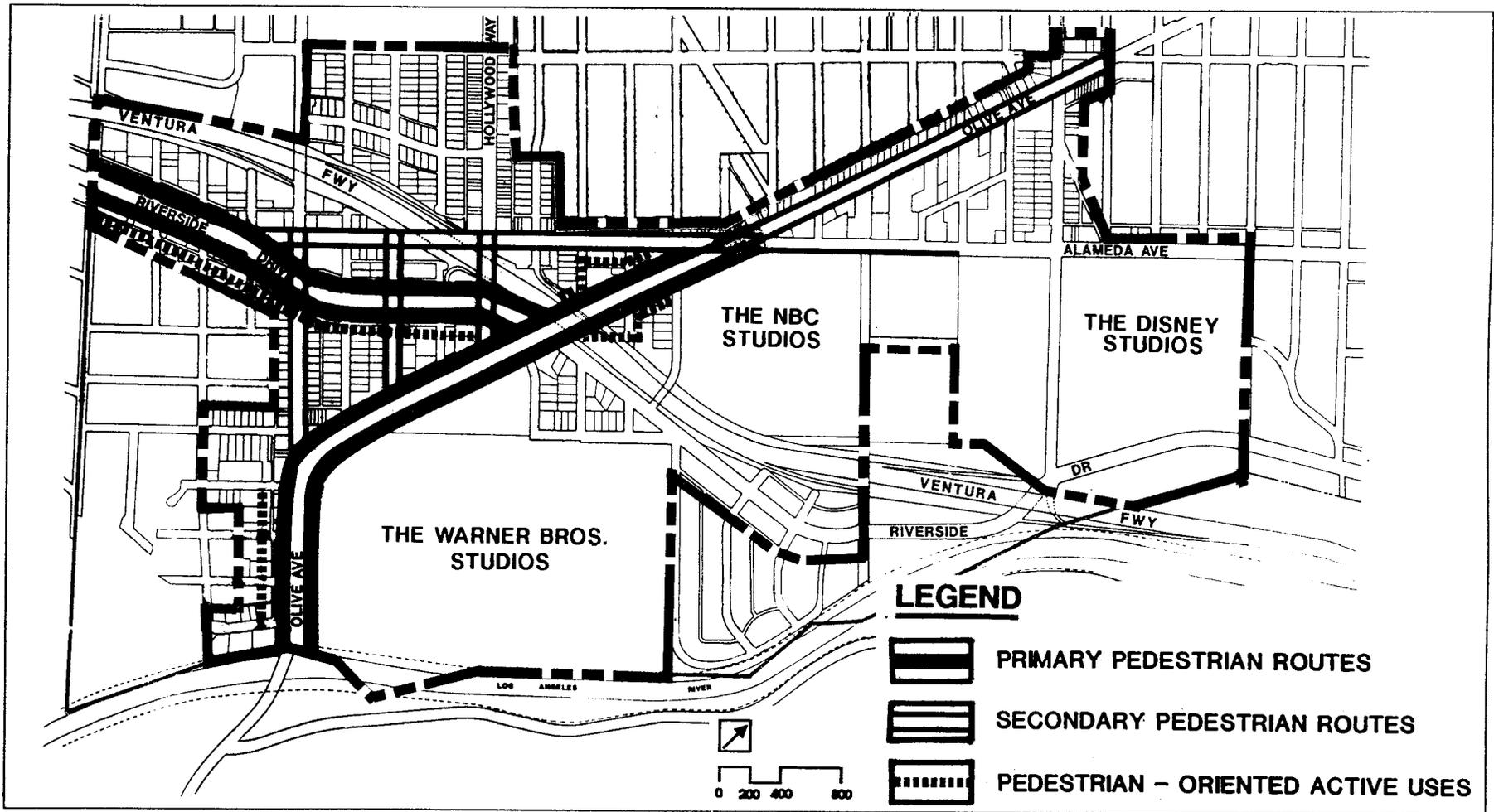


Figure 3-17 - Media District Pedestrian Network.

look imposing to pedestrians if they are situated in a visual environment of smaller scale. The scale of the building elements should be carefully related to adjacent pedestrian areas and buildings.

As shown in Figure 3-18, buildings should be designed so that the height and massing contributes to human-scaled pedestrian walkways and major public space.

(c) Proportion.

Proportion is the ratio or relative size of dimensions within a building. It can refer to specific details such as height to width of a window or door, or the relationship between the height and width of the entire facade. Proportion of buildings and components of buildings should, to the greatest extent possible, relate to dominant patterns within the immediate visual environment.

(d) Storefronts and Window Displays.

Storefronts and window displays are vital in contributing to an interesting, lively pedestrian environment. Continuity of display windows is essential to creating a pedestrian shopping area. In contrast to shops oriented to the automobile, which must rely on large-scale signs, a shop on a pedestrian street can emphasize the quality of its goods in window displays which attract potential customers. Building design should maximize the exposure of

visually interesting activities within the building along pedestrian-oriented walkways.

(e) Glare and Reflections.

Glare and reflections can seriously interfere with the visibility of window displays. Careful design can minimize glare to enable displays to communicate more effectively. Arcades, canopies, nonreflective paving and artificial illumination shall be utilized to overcome the problem of glare to the extent possible.

Building elevations with 50 percent or more of the building surface in glass or other reflective materials shall be limited to a maximum of 15 percent reflectivity for those materials. Building elevations with less than 50 percent of surface in glass or other reflective materials shall be limited to a maximum of 20 percent reflectivity for those materials.

(f) Massing.

Building massing is the overall volumetric relationships of major building elements; building massing contributes significantly to overall building appearance and scale and will largely define the relationship of the building to its immediate visual environment and its place on the skyline of the City.

To lessen the appearance of excessive bulk, the following design techniques may be used: Varying the planes of the exterior walls in depth and/or direction; Varying the height of the building so

Land Use Regulations and Development Standards

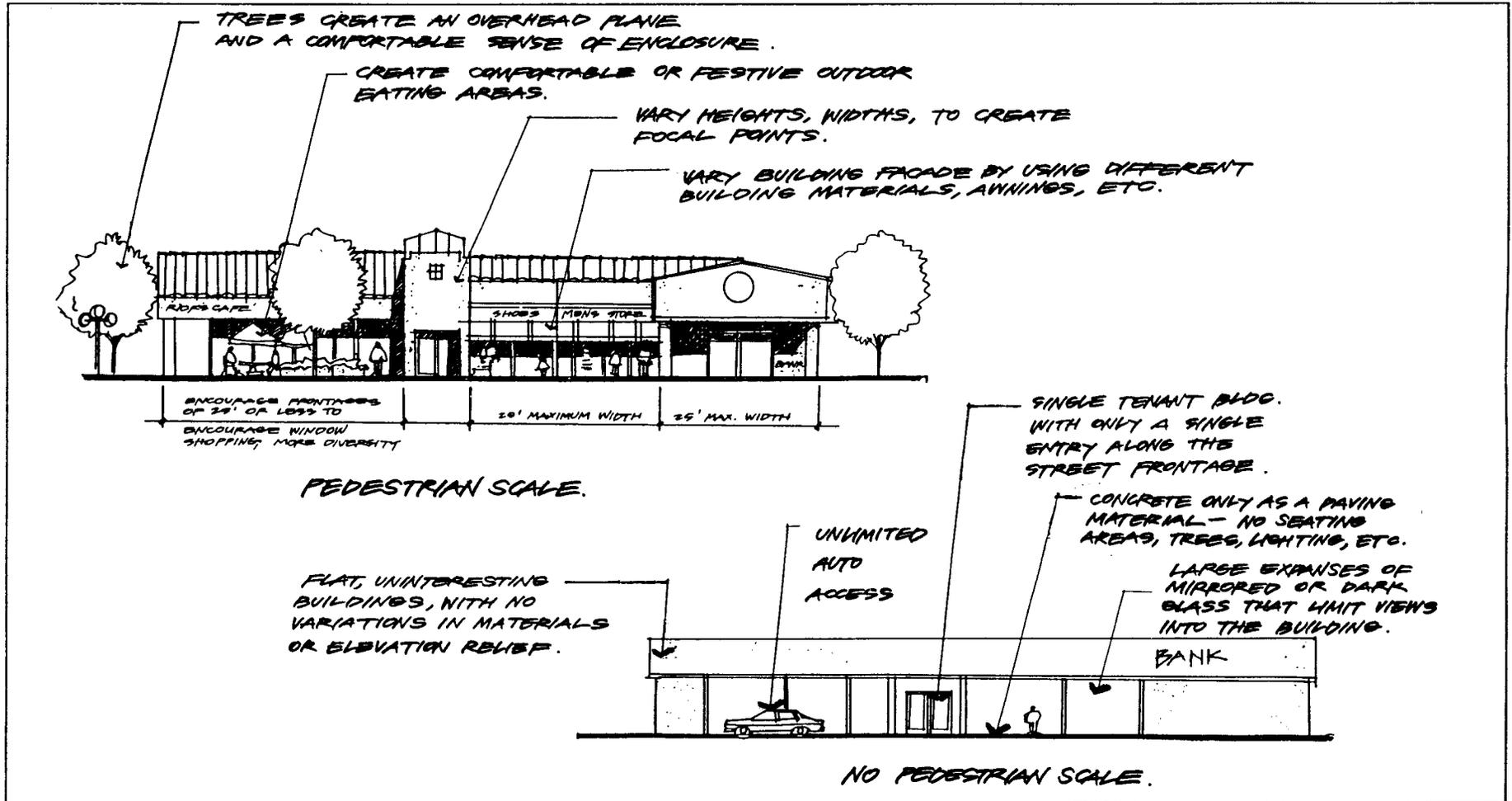


Figure 3-18 - Pedestrian Scale.

(This graphic is not part of the Burbank Municipal Code.)

that it appears to be divided into distinct massing elements; Articulating the different parts of a building's facade by use of color, arrangement of facade elements; and using landscaping and architectural detailing at the ground level to lessen the impact of an otherwise bulky building. (See Figure 3-19.)

(g) Setbacks.

Building setback has a distinct impact on the quality and scale of urban spaces. Creative use of setbacks along pedestrian-oriented streets helps to create a sense of enclosure and creates the opportunity for outdoor uses.

Such setbacks should include, but are not limited to, space for: plazas, pedestrian areas, outdoor eating spaces, and landscaped areas.

Olive Avenue setbacks, in particular, can be used for landscaped open areas because of the street's diagonal orientation. New construction or major remodeling should employ corner setbacks or cutoffs where appropriate. Landscape setbacks shall be provided in proportion to the height and mass of the structure. Setbacks in excess of 150 feet shall provide emergency access in accordance with the City of Burbank Fire Department requirements.

All required setbacks on designated pedestrian corridors shall be accessible to pedestrians and designed with seating, landscaping and other amenities which promote pedestrian activity.

(h) Materials and Finishes.

Depending upon specific design applications, a range of materials and finishes are appropriate within the Media District Overlay Zone. Primary building surfaces that are most appropriate include: concrete with fine exposed aggregate or sandblasted finish, metal, glass, stone or brick. Limited areas of finished wood or plaster may be appropriate in protected areas. Exterior finishes of buildings should contribute to a cohesive physical environment and should convey a sense of appropriateness to the Media District Overlay Zone. Materials and finishes should be selected for appropriateness, ease of maintenance and durability.

(i) Color.

Color dramatically affects the visual appearance of buildings and the Media District Overlay Zone as a whole; therefore, the colors used must be carefully considered in relation to the urban design concept and the overall design intent of the building. Color can also affect the apparent scale and proportion of buildings by highlighting architectural elements such as doors, windows, fascias, cornices, lintels and sills.

Depending on the overall color scheme, an accent color may be effective in highlighting the dominant color by providing contrast or by harmonizing with the dominant color. The accent color may be brighter, more intense, more subdued, lighter, or darker than the dominant color.

Land Use Regulations and
Development Standards

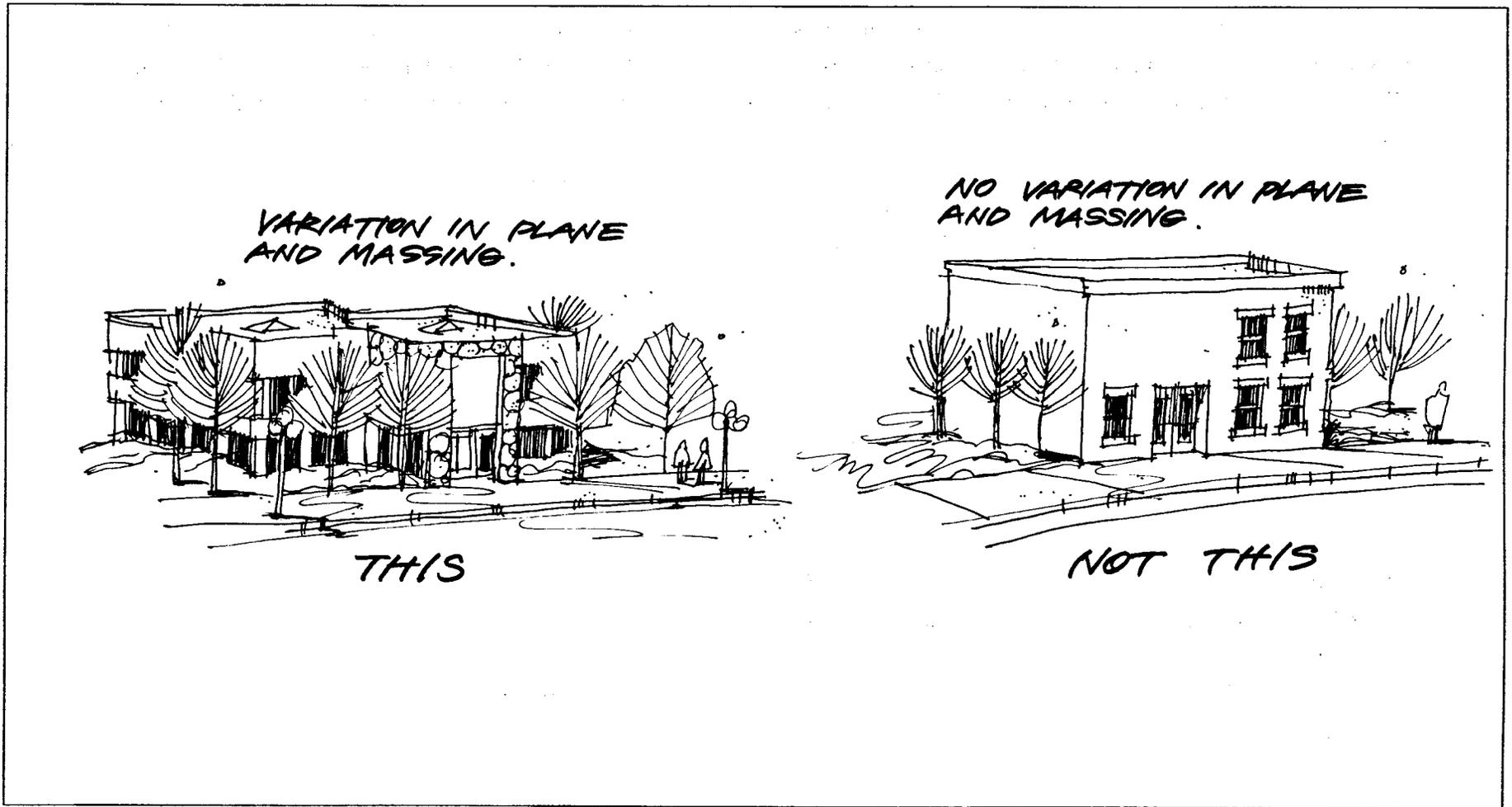


Figure 3-19 - Massing.

(This graphic is not part of the Burbank Municipal Code.)

Contrasting colors may be used to accent building elements, such as door and window frames and architectural details at the pedestrian level. Contrasting colors can also be used to accent appropriate scale and proportion or to promote visual interest in harmony with the immediate environment.

(j) Hardscape.

Hardscape elements are streetscape items such as paving, benches, shelters, fountains, light fixtures, and public art and other street furnishings. The following guidelines will apply to any hardscape elements that are located in private development areas.

The City will be implementing public improvements to define public-private site relationships. Private site streetscape improvements should be compatible with public right-of-way improvements.

Street furniture elements included within private developments should complement the street furnishings planned for adjoining public spaces. The relative sizes and design of private street furnishings shall be compatible with the building to which they relate. Street furnishings shall be constructed of durable, easily maintained material that will not fade, rust, rot or otherwise deteriorate. The furniture shall be maintained in good condition at all times.

(k) Paved Surfaces.

In places where private and public paved areas join, such as plazas, outdoor cafes and galleries, the surfaces of each should be compatible.

Paved surfaces on private property which abut public sidewalks or other pedestrian areas shall be extended into the public right-of-way whenever possible in order to minimize the perception of street width, and maximize the appearance of sidewalk width.

(l) Wall Murals.

Wall murals should be used to enhance the environment and/or streetscape. Wall murals should be maintained in good visual condition throughout the life of the mural.

Los Alamos Bell Street Design Guidelines

2. Site Planning and Structure Placement

Existing Urban Form

Many historical western towns were established before the advent of the automobile or the adoption of zoning ordinances. Buildings were not traditionally set back from the front property line. Instead, buildings often abutted the front property line so that they could serve pedestrian and bicycle traffic. While automobiles and their associated front yard parking lots are common features in today's built environment, residents of Los Alamos would like the Bell Street frontage to reflect an earlier time in history when buildings were placed on the front property line and parking lots did not disrupt the flow of pedestrian traffic or delay access to store entrances (see Figure 4).



Figure 4 – Example of a rural historic mixed-use area (Hudson, OH)

Overall Concept - Bell Street Lot Types

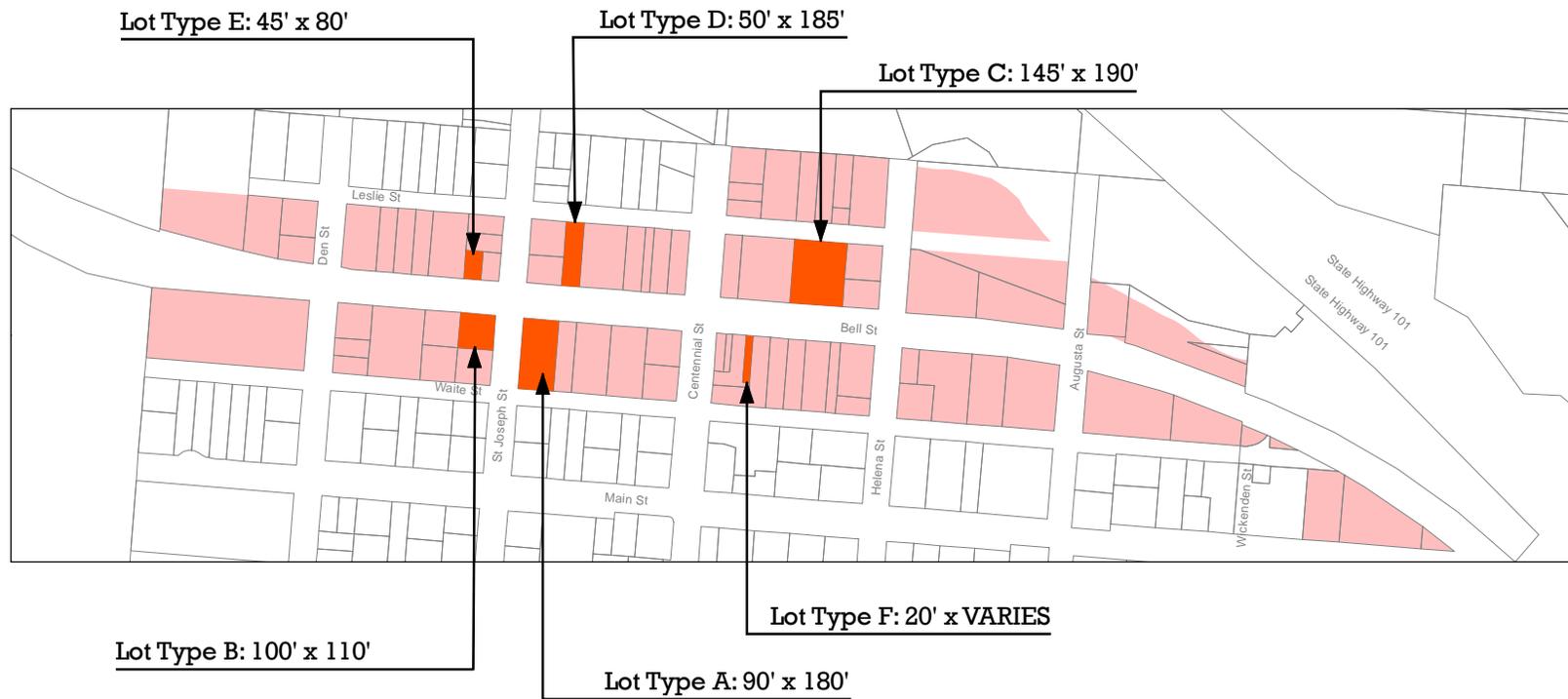
In 2007, the County of Santa Barbara analyzed existing physical conditions as well as economic and regulatory constraints in downtown Los Alamos, identified six lot types, and developed related building programs that would fit within existing lots. Factors analyzed included existing land use, identification of vacant and under-utilized lots, existing building locations and massing, existing lot sizes, and configurations for infill along the Bell Street corridor (see Figures 5-7, Page 17).

The building programs were identified to provide a conceptual basis for the development of a form based code. Three of the six lot types serve as design examples for those intending to develop legal lots that are similarly configured. These lot types are provided on the following pages as examples of the development potential in the CM-LA zone, and represent corner, through, and street frontage lot configurations. (Note existing legal lots that do not have rear or side street access are exempt from residential parking requirements.)

The building programs are intended to convey the appropriate placement of development to facilitate a consistent logical form and only apply to new development. It should also be noted that the concepts identified are flexible, in that they can easily be altered to change the number of residential units by modifying unit sizes, or by altering building heights within the standards set in the form based code. The amount of commercial space versus residential space may also be shifted to accommodate different uses and configurations, and respond to fluctuating market conditions. These building programs are referenced in the Santa Barbara County LUDC.

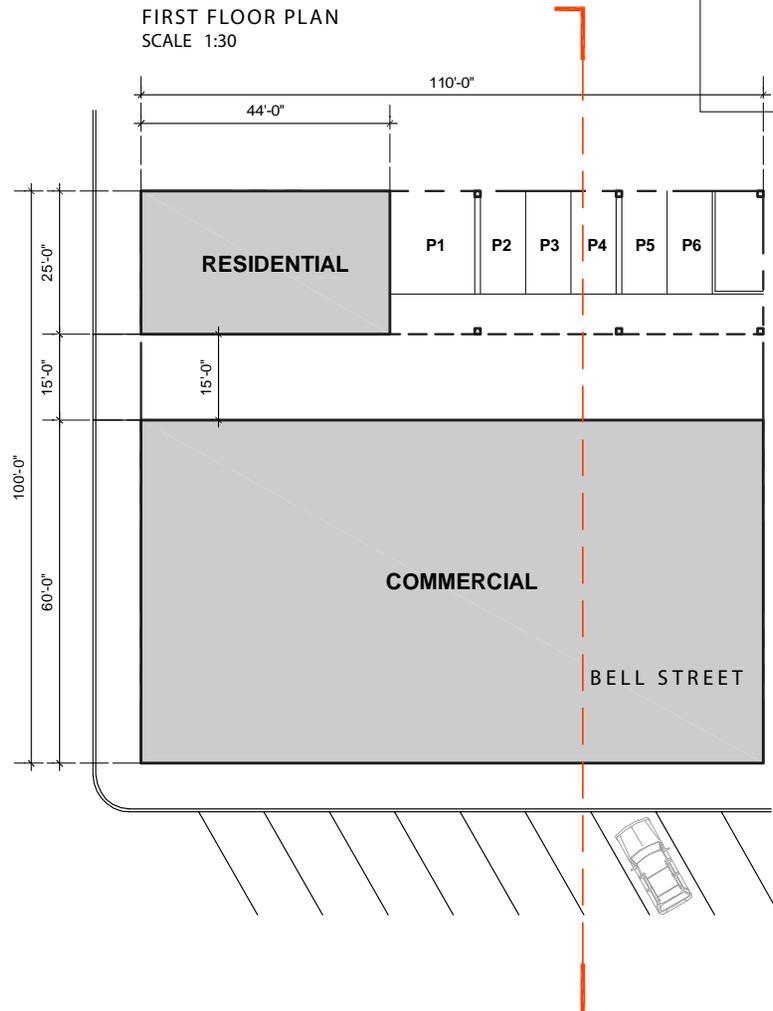
Bell Street Lot Types

The following is a sample of each of the six lot types occurring along Bell Street in Los Alamos. Corner, through, and street frontage lot types are each shown on the following pages to illustrate potential designs for those lot locations.



CORNER LOT TYPE

Conceptual Lot Plan



Corner Lot Configuration

Lot Dimensions
 Lot Width: 90'
 Lot Depth: 180'

Example

Residential: 3 Units

1-3 Bd Townhouse @ 1,800 sf

2-2 Bd Apartments @ 805 sf

Total : 3,410 sf

Commercial:

2 Commercial Spaces @ 3,300 sf each

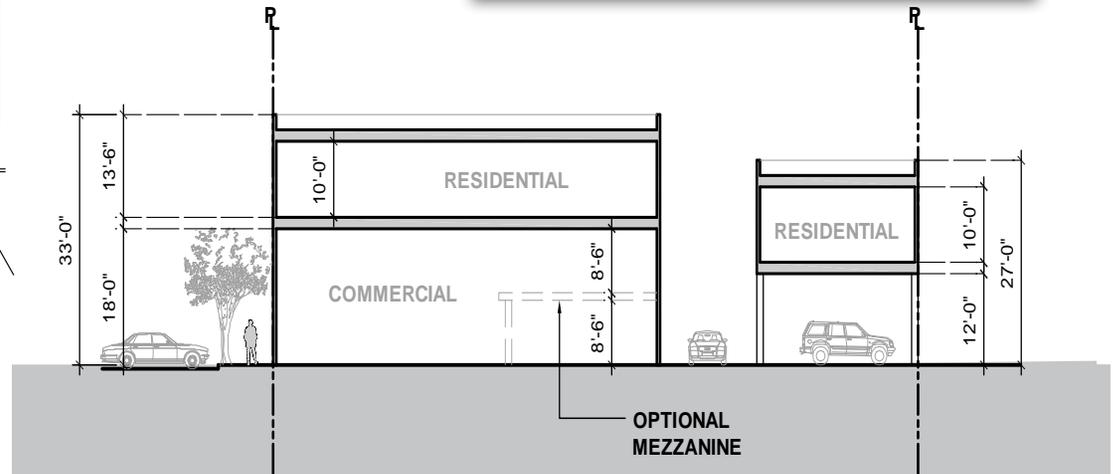
Total 6,600 sf

Parking:

Total Required: 6 Spaces (On Site)

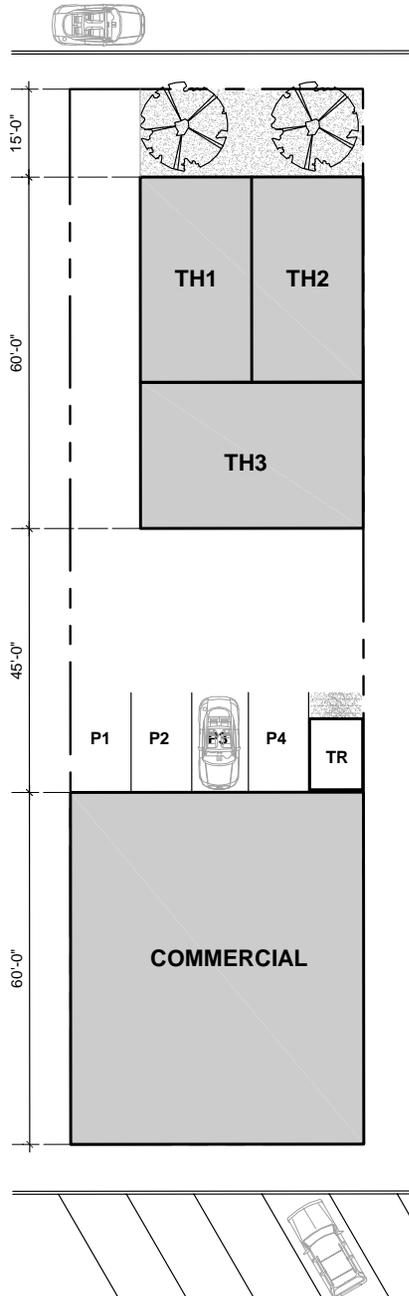
Landscape Area:

0 sf



THROUGH LOT TYPE

Conceptual Lot Plan

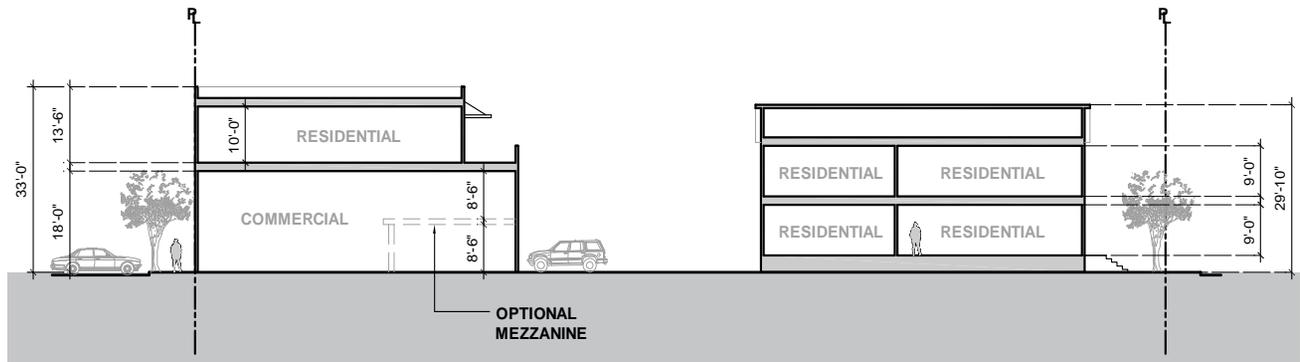


Through Lot Configuration

Lot Dimensions
 Lot Width: 50'
 Lot Depth: 185'

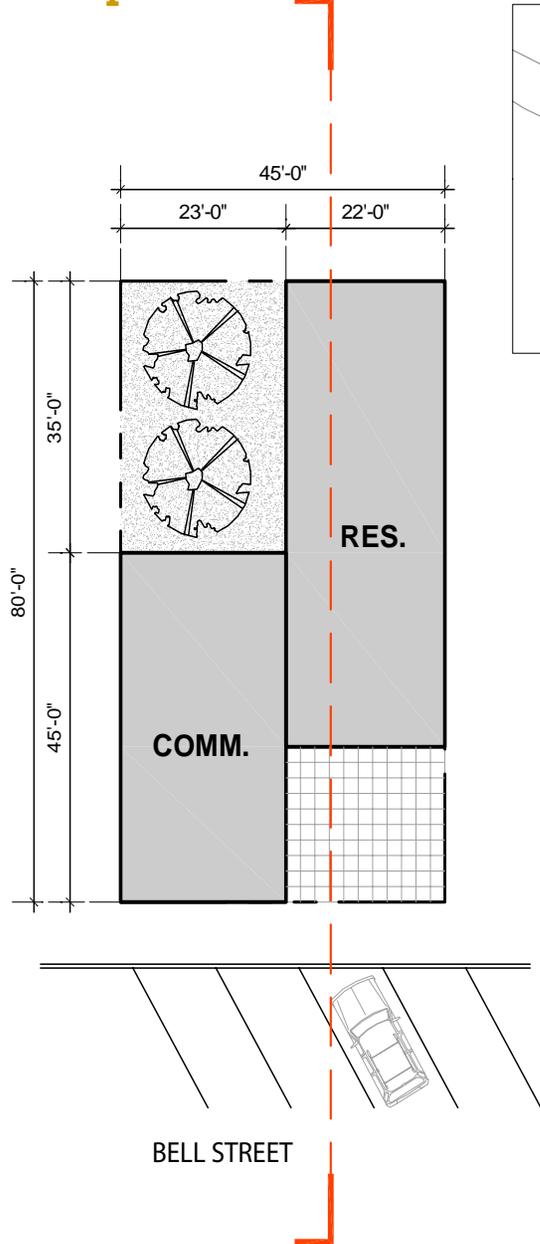
Example

Residential: 4 Units
 3- 2 Bd Townhouse @ 1,300 sf
 Total : 3,900 sf
 Commercial:
 Commercial Space @ 3,000 sf (50' X 60')
 Parking:
 Total Required: 4 Spaces (On Site)
 Landscape Area:
 1,645 sf



BELL STREET FRONTAGE LOT TYPE

Conceptual Lot Plan



Street Frontage Lot Configuration

Lot Dimensions

Lot Width: 45'
Lot Depth: 80'

Example

Residential: 2 Units

1-2 Bd House @ 1,320 sf
Total : 1,320 sf

Commercial:

1 Commercial Space @ 1,035 sf

Parking:

Total Required: 0 Spaces (On Site)
4 Spaces (On Street)

Landscape Area:

805 sf

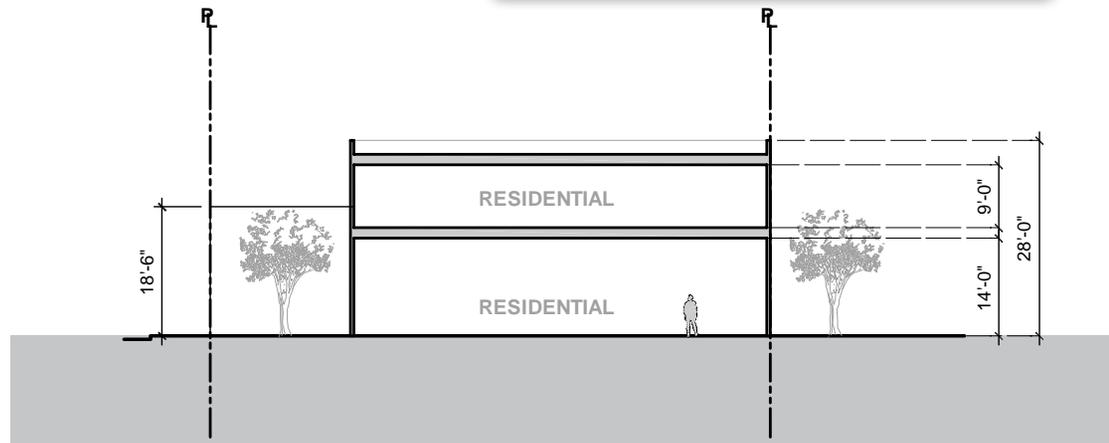




Figure 5 – Existing Bell Street mixed-use zone (orange denotes historic buildings).

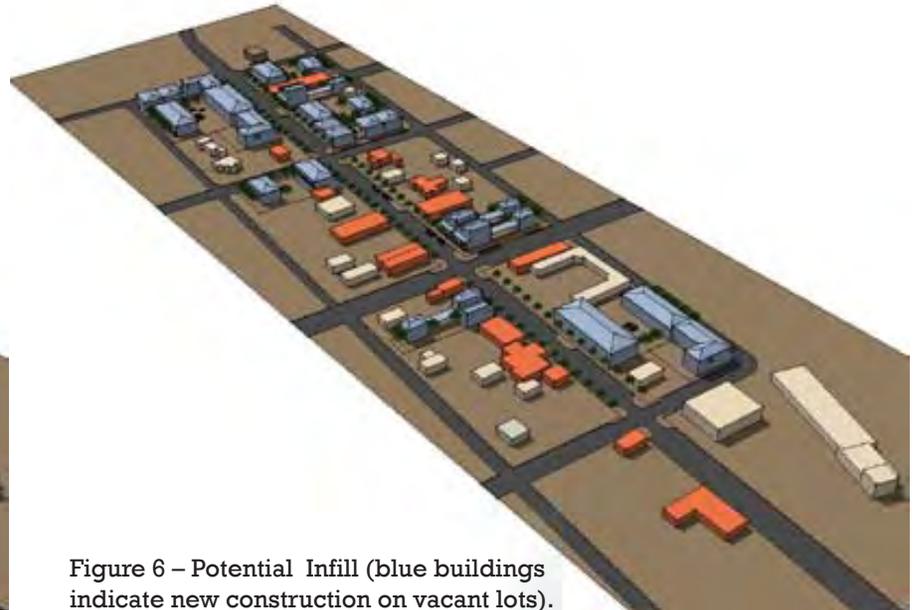


Figure 6 – Potential Infill (blue buildings indicate new construction on vacant lots).



Figure 7 – Snapshot of potential future Historic Core (blue buildings indicate new construction. Existing buildings are replaced with new, more dense buildings, and historic buildings remain)..

Note: The models above represent the potential relationship between existing buildings and infill development. Buildings shown as “historic” are not exact as the modeling is not a literal rendering.

The Form-Based Approach

The Los Alamos Form-Based Code integrates both build-to-lines and setback areas to define a traditional downtown form while adding flexible areas that accommodate creativity and allow for a range of functional spaces. The setbacks and build-to-line standards define where buildings shall be located and detail flexible areas where optional pedestrian walkways, driveways, and on-site parking may occur. The building setbacks described below are illustrated in Figure 9 on the following pages.

Front Setbacks

For parcels in the Design Control Overlay that have lot lines abutting Bell Street, new structures with commercial uses should be built with a setback of zero feet from the front property line. The entire structure does not need to be built to the property line, and may be set back to enhance the pedestrian character. Examples of such enhancements include setbacks for front forecourts (patios and courtyards) that provide outdoor eating areas or enhance pedestrian access to retail commercial areas or to create a colonnade (see Figures 8 and reference frontage types in Chapter 7). Uses with street frontage not on Bell Street will have a setback of 5' - 15'.

Side Setbacks

For parcels that have a lot line abutting Bell Street, new structures should be built to the width of the lot except to allow for forecourts. Exceptions may be granted for side yards that enhance the pedestrian circulation to provide access to commercial parking areas. Buildings with a lot line not abutting Bell Street are not required to have a side setback, but if one is provided it may be up to 10'. Exceptions may be made in order to accommodate an easement to allow for vehicle access to onsite residential parking and trash collection. On lots where the width is adequate, a mid-lot vehicle access easement could be accommodated.



Figure 8 – Building colonnade maintains zero setback but extends into the right-of-way

Design Standards for Build-To Lines and Setbacks

Buildings shall be placed within the shaded area shown. Measurements are taken from Front Line:

BUILDING FRONT LINE ABUTTING BELL STREET

- a. Bell Street setback: 0'
- b. Secondary street setback: 0'
- c. Side setback: 0'. Exceptions may be allowed by the review authority for side setbacks that provide access to commercial parking and enhance pedestrian circulation. However, in no case shall the distance between buildings on the subject lot and adjacent lot abutting Bell Street exceed 10'.
- d. Rear building rear build-to line: 80' maximum from edge of lot front line.

BUILDING FRONT LINE NOT ABUTTING BELL STREET

1. Through street setback: Minimum 5', not to exceed 15'.
2. Rear setback when not adjacent to street: None required. However if provided shall be a maximum of 10'.
3. Secondary street setback: none required. However if provided shall be a maximum of 10'.
4. Side setback: None required. However, if allowed by the review authority, shall not exceed 10', unless additional setback area is needed to accommodate a driveway, in which case, the maximum setback shall be equivalent to the minimum required driveway width.
5. Rear build-to line: 60' max from the edge of the lot front line.

ARCHITECTURAL ENCROACHMENTS

- Architectural features and signs may intrude into road right of ways in compliance with the following, provided that an encroachment permit is first obtained from either Caltrans or the County Public Works Department.
- Balconies, fire escapes, unenclosed porches, and shop front awnings may intrude a maximum of six feet into all right-of-ways and setback areas identified in Figure 9 (Setbacks and Build-to Lines for Structures).
- Awnings shall be a minimum of 8 feet high above the sidewalk. Above the ground floor, bay windows, chimneys, cantilevered rooms, and eaves may intrude a maximum of three feet into right-of-ways and all setback areas identified in Figure 9.
- Colonnades when installed as part of a gallery for retail uses shall be no less than 10 feet deep and overlap the whole width of the sidewalk to within two feet of the curb. The colonnade shall be no less than 12 feet clear in height.
- Signs (See LUDC Section 35.38 Sign Standards and the Bell Street Design Guidelines).
- The architectural feature or sign is in compliance with the Bell Street Design Guidelines and Chapter 10 (Building Regulations) of the County Code.

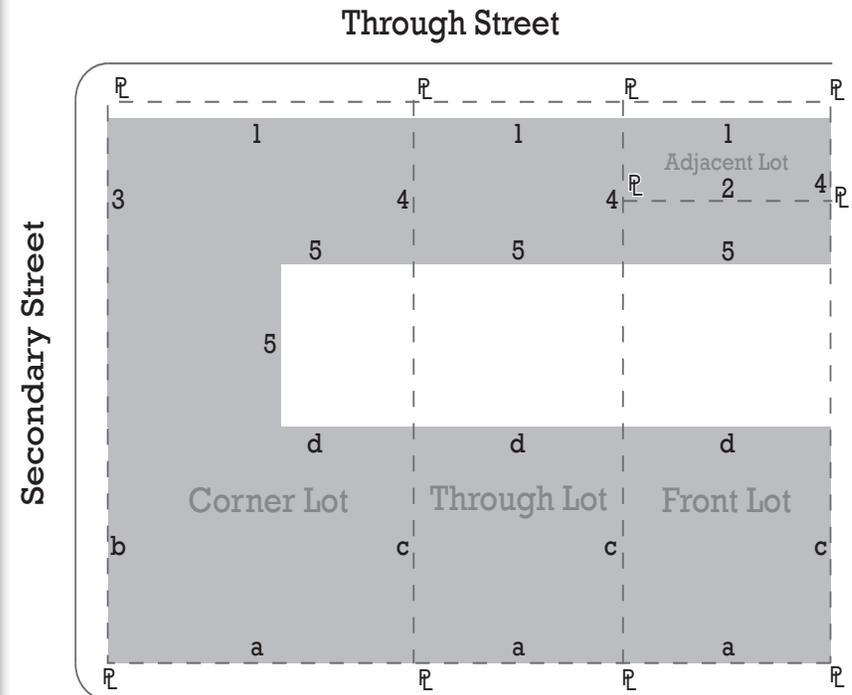


Figure 9 – Setbacks and Build-To Lines for Structures

Orientation of Buildings

Buildings and related site development should be oriented to maximize the placement of facades, and invite pedestrian movement along the Bell Street frontage. On lots with one street frontage, the primary mass of buildings should be placed parallel to the street (see Figure 10).

Avoid orienting corner buildings with their primary mass at an angle to the corner. Corner buildings should be designed to enhance the character and pedestrian activities of the entire intersection, taking into consideration the contribution of all other existing corner buildings in the vicinity.

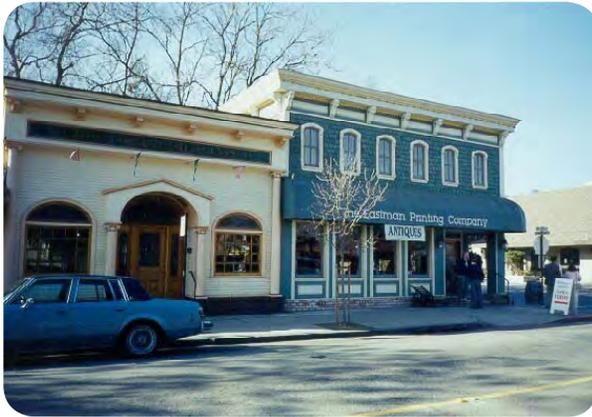


Figure 10 – Western storefront on a corner (Novato, CA)

Setbacks and Building Orientation Guidelines

- 2.1 Buildings should be oriented toward Bell Street and the building should be built to at least 75% of the build-to line.
- 2.2 Building orientation should encourage pedestrian movement and activity by providing uncluttered, open access and building appearance.
- 2.3 Corner buildings may be oriented toward the intersection, but primary massing should face Bell Street.
- 2.4 Rear lot residential components may have side and rear setbacks.
- 2.5 Bell Street development should emphasize commercial uses to attract pedestrians, while accommodating vertical mixed use.

Street Frontage

Where there are gaps in the street facade, new buildings should be designed to fill the open areas to form a more continuous whole (see Figures 11 and 12).

Where construction of the whole building frontage is not desirable, a forecourt with a suitable wall or fence may be built.



Figure 11 – Modern photo of Breckenridge, CO shows compatible infill in historic area



Figure 12 – Example of appropriate width for infill building and facade

Layout of Entries and Widened Sidewalks

On the ground floor, there may be recesses provided for entries or widened sidewalks for display or eating areas (see Figure 13). Entry doors for commercial establishments shall be located at intervals no greater than 50 feet along Bell Street.

Frontage, Layout, and Entry Guidelines

- 2.6 New buildings should be constructed to maintain frontage continuity in the pedestrian corridor.
- 2.7 Entries or widened paved areas to the rear of sidewalks should be a minimum of 12' in depth.
- 2.8 Porches, covered walkways, and roofs are allowed to project between the property line and the public right-of-way with a Caltrans encroachment permit.
- 2.9 Structural columns or posts could be located within public property.
- 2.10 Tree and vegetation removal should be minimized and mature trees should be preserved, especially in the frontage area.



Figure 13 – Recessed entry with detailed painted wood trim adds visual interest (note the stepped entry should be accompanied by a ramp in order to comply with ADA accessibility standards)

Trees and Landscaping

Existing trees define the transition into Los Alamos and contribute to the small town rural character. Landscaping along the public corridor should enhance the overall character of the Bell Street area. Large canopy trees should be planted every 50' with tree grates. Canopy trees should be used when possible to provide shade for pedestrians and to screen parking and utility areas. Plants should be spaced according to their size at maturity, allowing for plant maturation without crowding or root damage. The plant's mature height potential should be considered to avoid unnecessary pruning and hedging, especially under windows and eaves, and along property lines. For phased projects on through lots where the first phase of development occurs on Bell Street, and an exception is granted for temporary onsite parking encroachment into parking setbacks, the setback area along the rear or secondary property line shall be maintained in landscaping until such time as additional floor area devoted to residential or commercial development is approved on the lot.

Other landscape enhancements such as stone pavers, planters, benches, and pots are desirable around pedestrian traffic areas and storefronts (see Figure 15).



Figure 14 – Example of landscaping used to mitigate continuous street facade



Figure 15 – Landscape enhancements can include benches and potted plants

Trees and Landscaping Guidelines

- 2.11 Buildings should have a minimum of one street tree for each 50' of frontage.
- 2.12 In locations where trees/plants will be susceptible to injury by pedestrian or motor traffic, they should be protected by tree grates.
- 2.13 Vines or planters are encouraged where a wall is built to fill gaps between structures.
- 2.14 Large canopy trees endorsed by the Los Alamos Beautification Committee and Caltrans should be used.
- 2.15 Drought-resistant landscaping is highly encouraged.

ADA Accessibility

Disabled Access Ramps and Railings: While accessibility standards are dictated by state and national codes, every attempt should be made to ensure that design of these essential features is compatible with the intent of these design guidelines.

Disabled Access Guidelines

- 2.16 Ramps should be integrated into the site design while minimizing impacts to the building facade.
- 2.17 Guardrails should complement the architectural style of the building while conforming to building code requirements.

Parking

The historic development pattern in Los Alamos featured buildings developed at the back edge of the sidewalk, with no setback, and parking located on Bell Street or a side street. The parking concept for the Bell Street corridor is to provide onsite parking for residential uses only. Parking will be accessed from the side or rear streets and located in the center of the lot. Parking areas located adjacent to each other should be designed to allow for shared use, through traffic, and shared parking. When the Bell Street corridor is built out, the building forms shall occupy the outer edges of the lots creating an inner connected core of parking that is visually screened from public streets.

Only residential parking shall be required onsite and will be located at the rear of buildings, and on side and rear streets if necessary. All access to onsite parking shall be from the side and rear streets, not Bell Street. All commercial parking will be located on the street (see Figure 16). In the event the front main building is developed and the rear of the lot remains vacant, the remaining developable portion of the lot may be temporarily paved for parking or landscaped and maintained until developed. The setback area along the rear or secondary street property line shall be maintained in landscaping.

Parking Guidelines

- 2.18 Parking lots should not be constructed along the Bell Street frontage.
- 2.19 Parking lots should be generally provided in the inner core of the developed lots for residential use.
- 2.20 Commercial parking and access driveways are placed at side streets and rear streets.
- 2.21 Parking lots should be appropriately illuminated and landscaped.

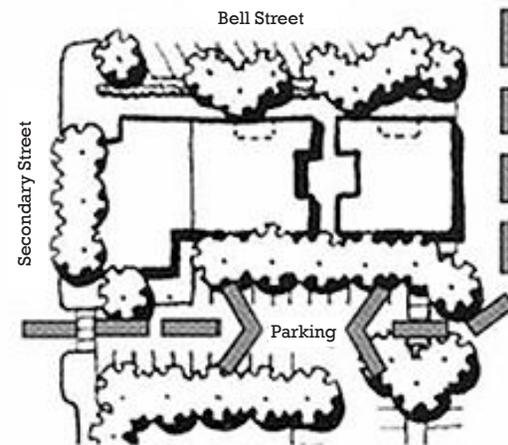


Figure 16 – Conceptual diagram with continuous facade along a block, some angled parking in front with parking lot in rear of buildings

Design Standard for Parking

Off-street parking is allowed only within the shaded area as shown, unless garaged.

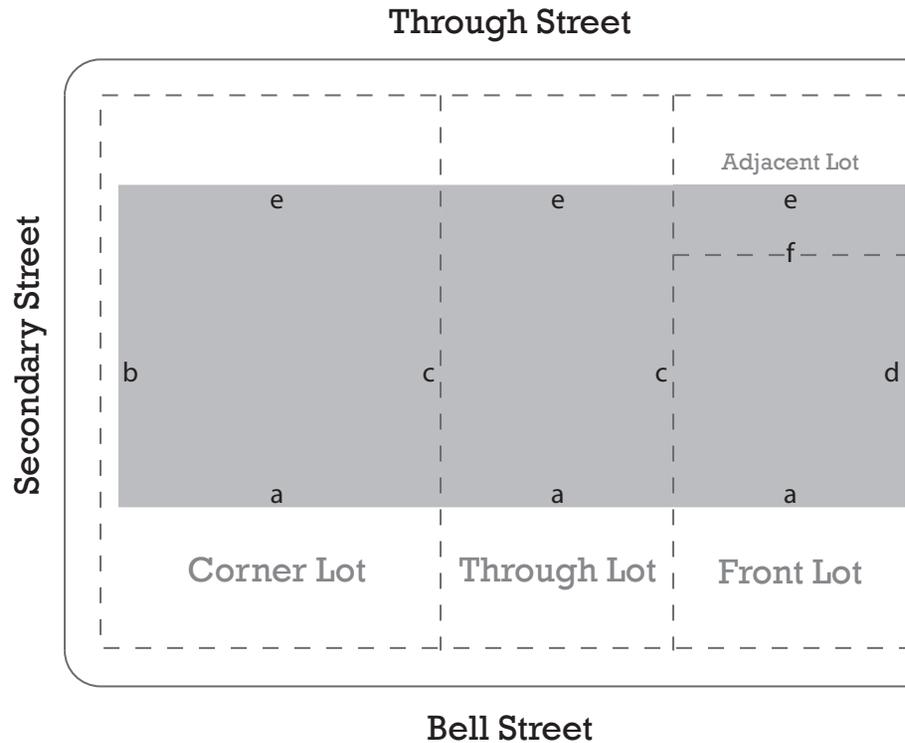


Figure 17 – Setbacks for parking

PARKING SETBACKS FROM LOT FRONT LINE

- a. Bell Street setback: 50' minimum.
- b. Secondary street setback: 5' minimum.
- c. Side setback adjacent to existing parking area: None.
- d. Side setback adjacent to non-parking area: 5' minimum.
- e. Rear setback - Through Lot: 35' minimum from rear lot line opposite of the lot frontage.
- e.l. However, exceptions may be approved by the review authority for phased developments on a through lot where the first phase of development occurs fronting Bell Street. Onsite parking may intrude into the thorough or secondary street parking setbacks up to the maximum allowable building setback. The setback area along the rear or secondary street property line shall be maintained in landscaping subject to review by the applicable Board of Architectural Review. Onsite parking encroachment is temporary until such time as additional floor area devoted to residential or commercial development is developed on the lot.
- f. Rear setback - not a Through Lot: 0', not to exceed 5' from adjacent lot.

PARKING REQUIREMENTS

Residential

- Minimum one (1) parking space per residential unit.
- Off-street parking spaces are not required for lots with two (2) or fewer units.

Non-Residential

- Number of parking spaces are required in compliance to LUDC Section 35.36.060.
- Off-street parking is allowed, but not required.

Trash, Service, and Loading Areas

Where off-street loading, solid waste removal, or vehicle servicing is necessary, an off-street area should be designated to ensure removal of these functions from major streets. Such areas should be serviced from a secondary or through street.

Trash and Service Area Guidelines

- 2.22 Trash and recycling bins should not be visible from Bell Street.
- 2.23 Service and loading areas should be serviced from the rear of the building, an alley, or a side street while mitigating odor and visual impacts to residential areas.
- 2.24 Trash container enclosures should be a minimum 6' high and be of the same or complementary materials as the main structure. Special attention shall be given to door and enclosure hardware.
- 2.25 Trash enclosures are strongly encouraged to be an extension of the main building (see Figure 18).
- 2.26 Public utility structures such as gas or electrical meters should be located in the rear of the buildings whenever possible and integrated into the architecture when feasible.



Figure 18 – Trash enclosures are integrated into the building's design

3. Building Massing and Form

Overall Concept

The community embraces the concept of an authentic western town and supports western style architecture for the Bell Street area, however, it is not desirable for the western theme to result in an exaggerated style resembling a theme park atmosphere or “manufactured” environment.

The western design style tended to minimize large, spacious entry courtyards or grand entry statements which are often associated with other architectural styles. Western scale was geared toward the pedestrian (“*human scale environment*”) and the immediate environment of the adjacent sidewalk.

Building Mass, Bulk and Scale

Size of a structure is determined by the two-dimensional measurement of the length and width combined (i.e., square feet). Bulk is the qualitative visual perception of the composition and shape of a structure’s massing. Bulk is affected by variations in height, setbacks, and stepbacks of second stories. Scale is the proportional relationship of a structure and its architectural elements and details to itself, other structures, or human beings. The following elements are used to determine mass:

- The volume of the building;
- Whether the building shapes and facades are simple or broken into more varied forms;
- The relationship between a structure and the size of adjacent structures;
- The building site and its relationship to other structures and streets.

Simple forms and long blank walls often appear larger and more massive, while structures with more variety in their forms appear smaller and often more interesting. Walls with spaces and corners are encouraged as they create shadows and architectural interest.

Building Mass, Bulk and Scale Guidelines

- 3.1 A new or remodeled structure should be compatible with neighboring structures in terms of size, bulk, and scale.
- 3.2 Design techniques that appropriately represent the apparent size, bulk, and mass of buildings should be used to preserve the historic western vernacular.
- 3.3 The appearance of bulk and mass may set up a false sense of height and importance, and while traditionally associated with the western style, should be avoided.

Design Standard for Building Areas

Building Type - The following Building Types shall apply to the front buildings in the CM-LA zone. In the case of a through lot extending from Bell Street, the Bell Street frontage is the primary frontage:

Rear Yard - A building that occupies the full frontage, leaving the rear of the lot as the sole yard. This is an urban building type as the continuous facade steadily defines the public thoroughfare. The location of the rear elevations may be articulated for functional purposes. In its residential form, this type is the rowhouse, duplex, or triplex. For commercial, the rear yard can accommodate substantial parking. Parking shall be required in the rear of the lot.

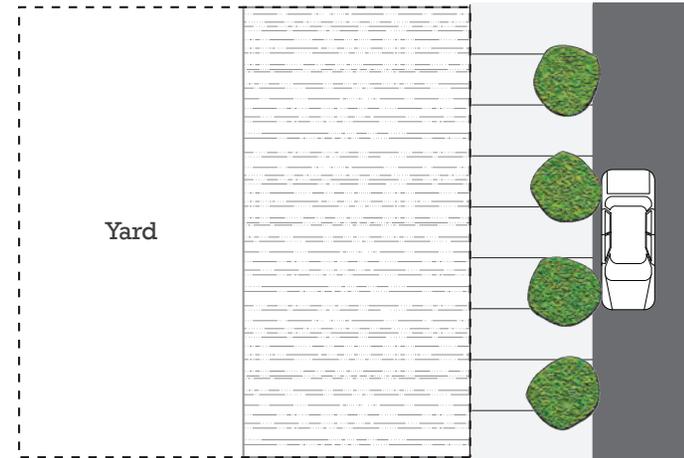


Figure 19 – Rear Yard (Top View)

Side Yard - A building that occupies one side of the lot with the setback to the other side. A shallow front setback is permitted on secondary streets to accommodate residential development, while no setback shall be provided for the portion of the building fronting Bell Street. The side yard shall be designed as to allow access to the interior of the lots for pedestrians or parking.

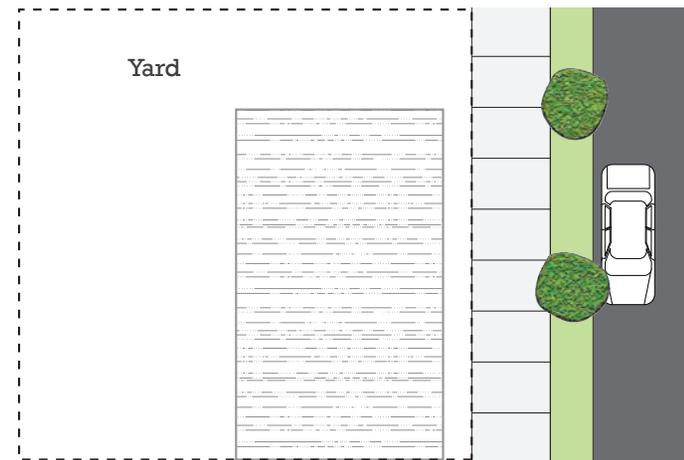


Figure 20 – Side Yard (Top View)

Facade Articulation

The front facade should be in scale and character of the western architectural style, with proportions that emphasize the vertical. Long horizontal expanses in the same plane should be avoided. Areas immediately adjacent to the sidewalk should be pedestrian-oriented with windows, entries and display areas. Canopies or galleries may be used to shield windows from the sun and add an authentic western appearance.

Multi-Stories

Two-story buildings and second story additions should be designed and sited to be compatible with, and have minimal impact on, existing one-story buildings. Single-story buildings are acceptable along Bell Street provided the minimum plate height is achieved.⁷ A well-designed second or third story can have minimal impact on neighboring one-story structures if the second or third story is recessed. Special design consideration is required for multi-story projects immediately adjacent to existing historic structures.



Figure 21 – Storefronts with continuous western facades

Facade Articulation and Multi-Story Guidelines

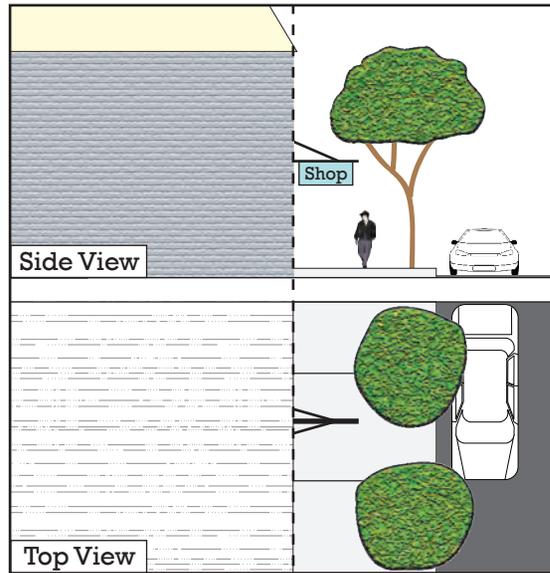
- 3.4 Building facades should complement surrounding facades.
- 3.5 Facades should display the western architectural style.
- 3.6 Long continuous horizontal planes should be avoided on the front and rear of buildings.
- 3.7 Kick plates on building frontage walls and doors are encouraged.
- 3.8 Second-story additions should be compatible with existing and surrounding structures.
- 3.9 Second and third stories may be recessed, appropriately ornamented and articulated, and have a smaller footprint than first stories.
- 3.10 For projects that are adjacent to historic buildings, close attention should be paid to structure placement, visual relationship and compatibility (refer to Chapter 7 for more information on historic buildings).

⁷ Santa Barbara County LUDC, Chapter 35.30 et seq.

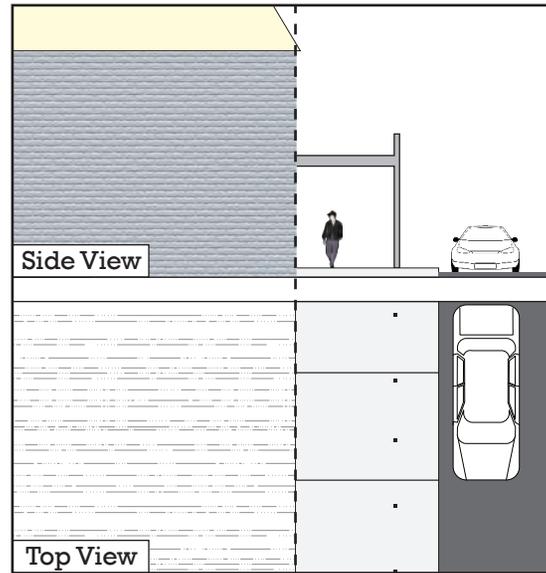
Design Standard for Building Frontage

Frontages for building within the Bell Street Corridor zoned CM-LA shall have one of the following:

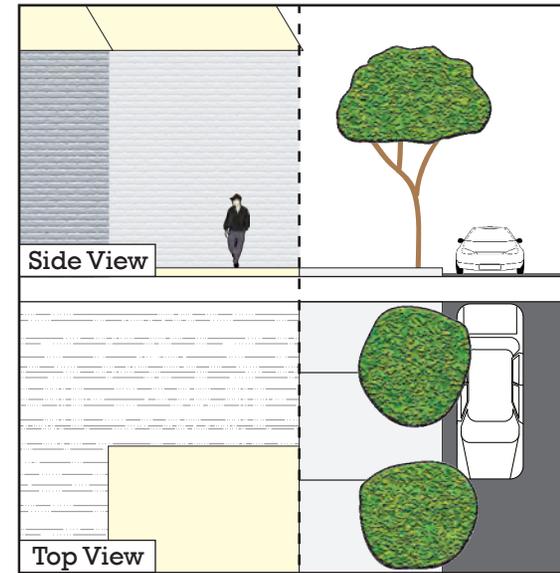
Frontage Types - Buildings Facing Bell Street



Shopfront: Shopfronts are facades placed at or close to the right-of-way line with the entrance at the sidewalk grade. This type is conventional for retail frontage and is commonly equipped with awnings. Recessed entryways are required with a shopfront.



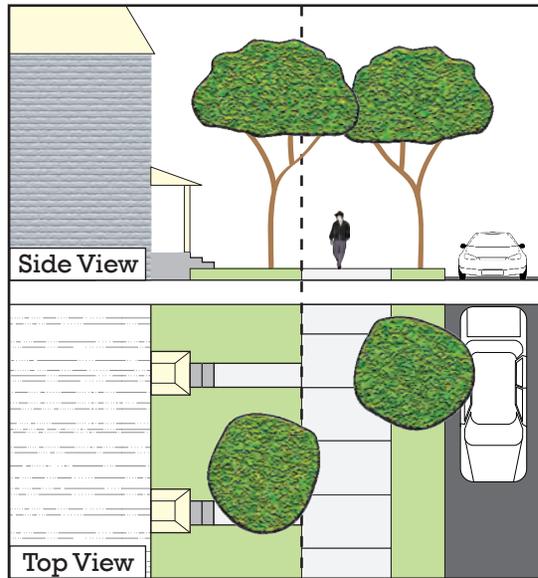
Gallery: Galleries are shopfronts with an attached colonnade that projects over the sidewalk and encroaches into the public right-of-way. This frontage type is ideal for retail use but only when the sidewalk is fully absorbed within the colonnade so that a pedestrian cannot bypass it. The colonnade shall be no less than 10 feet deep and overlap the whole width of the sidewalk to within 2 feet of the curb. The colonnade shall be no less than 12 feet clear in height.



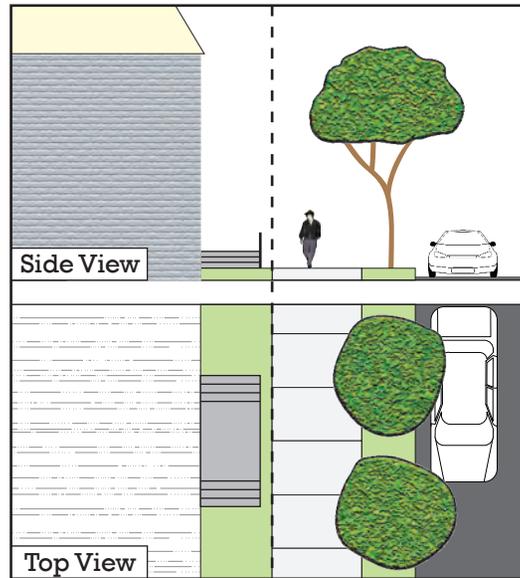
Forecourt: The main facade of the building is at or near the frontage line and a small percentage of it is set back, creating a small court space. The space could be used as an entry court or shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within commercial zones. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. This frontage type should be used sparingly and should not be repeated within a block. A short wall, hedge, or fence (32" to 42" in height) could be placed along the undefined edge. The depth of the forecourt shall be no more than 20 feet and be no wider than 50% of the building width.

Note: Figures not to scale.

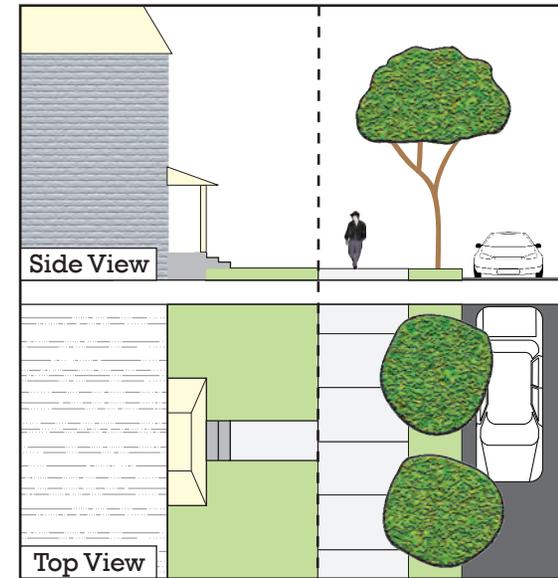
Frontage Types - Buildings Not Facing Bell Street



Common Yard: The main facade of the building has a large setback from the frontage line. The resulting front yard can be defined or undefined at the frontage line. This edge is typically defined by a fence or hedge within a traditional neighborhood or left undefined within more rural areas or subdivisions. Large common yards are typical for larger homes within historic neighborhoods. A front porch is optional.



Stoop: The main facade of the building is near the frontage line and the elevated stoop engages the sidewalk. The stoop should be elevated a minimum of 24 inches above the sidewalk to ensure privacy within the building. The stairs from the stoop may lead directly to the sidewalk or may be side loaded. The minimum width and depth of the stoop should be 5 feet. This type is appropriate for residential uses with small setbacks.



Porch: The main facade of the building has a small setback from the frontage line. The resulting front yard is typically very small and can be defined by a fence or hedge. The porch can encroach into the setback to the point that the porch extends to the frontage line. A minimum depth of 6 feet clear is required within the development standards to ensure usability. On downslope lots the setback is typically minimized to improve the developability of the lot and on upslope lots it is maximized to reduce visual impact of the building on the streetscape.

Note: Figures not to scale.

Proportions

Tall single-story or standard two-story structures should be provided, as a minimum, to generate the feeling of a community main street.

Building Proportion Guidelines

- 3.11 In the case of single-story elements, a false front or high parapet should be provided (see Figure 22) for a minimum plate height of 12'. Subtle variation in parapet height is encouraged from building to building to give variety and reflect traditional patterns of development.

- 3.12 Buildings should be designed with a series of 25 to 30' bays to maintain the rhythmic vertical proportions typical of the western style (see Figure 23).

- 3.13 Three-story structures may have either a recessed or full height facade compatible with the western design theme.

- 3.14 Two-story buildings should have a full height facade with the second story generally at the front property line. The maximum building height allowed for structures fronting Bell Street is 35' (see Figure 24); the maximum height allowed for structures in the rear of the lots containing only residential uses is 35' (see Figure 25).

- 3.15 Infill buildings should fill the entire street frontage opening.



Figure 22 – Small wood single-story shop with extended falsefront to maintain street facade

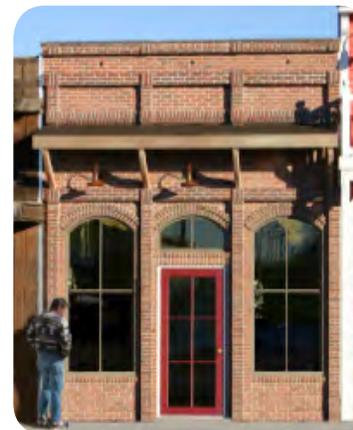


Figure 23 – Building replicates a classically proportioned masonry structure with three bays and center entry (note projected wood awning and gooseneck light fixtures)

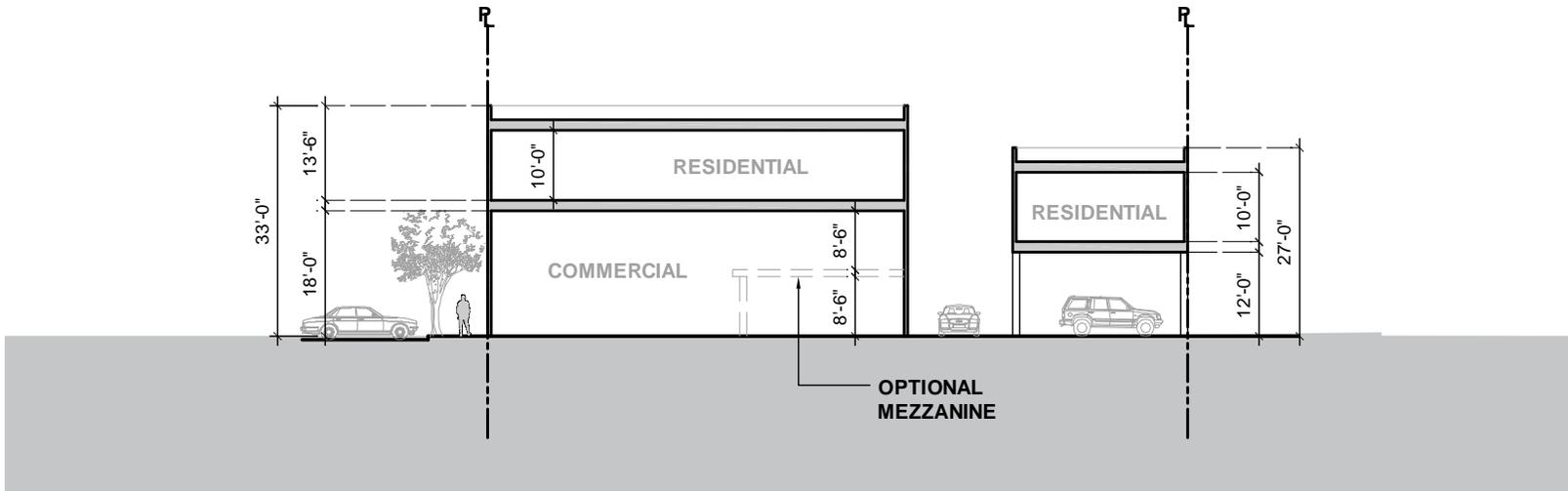


Figure 24 – Diagram of mixed use single and multi-story plate height

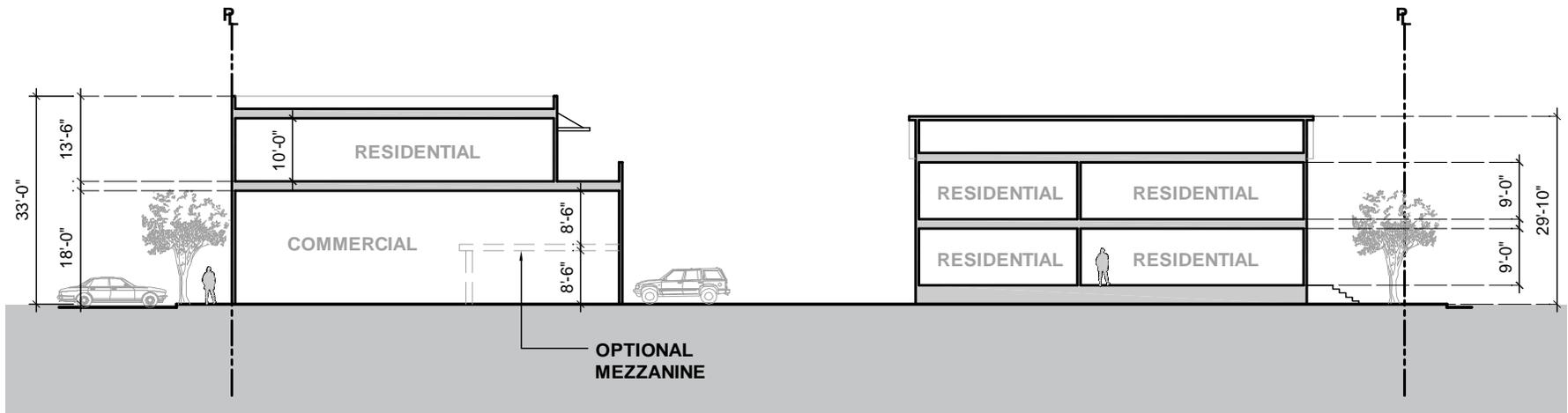


Figure 25 – Diagram of rear residential single and multi-story plate height

Roof and Parapet Design

Visible roof shapes are to be compatible with the western style. Typically these roofs are of a shed or a single gable type with the ridgeline running perpendicular to the street and terminating at the false front or parapet of the building (see Figure 26).

Sloped or pitched roofs are preferred over flat roofs. Roofs of varied pitches can be used, but should be proportionate to the building size and scale. Roof pitch may vary in keeping with the western style. Where flat roof construction is used, parapets and enhanced elevations should be used to screen rooftop mechanical equipment, provide visual interest, and break up the monotony of linear rooflines. Roof equipment should be hidden behind vertical building elements.

The roofline or parapet at the top of the structure should avoid running in a continuous plane for more than 50' without offsetting or jogging the roof plane. The rooflines of larger buildings, especially those with greater setbacks, may exceed this amount but should be offset to break up the roofline to the greatest extent practical. Overhanging or exposed rafter tails, dentils, and bracing joist contribute to the rustic, natural character of western architecture and should be used where appropriate. Gutters, where used, should be considered an integral part of the building design and treated with appropriate architectural details (see Figure 27).



Figure 26 – Falsefront second-story roofline with faux windows and porch



Figure 27 – Example of proper placement and treatment of rain gutter in Los Alamos

Roof Materials

Visible roof materials should be compatible with those typically used in the western style and include composition shingle or shake (as permitted with fire resistive treatment), slate or flat concrete tile, or corrugated or standing seam metal. Materials that do not fit the western style such as Spanish style tile or high gloss metal should be avoided. Roofs and side and rear elevations of the structure, while less important than the street facade in the western design vernacular, still require design attention. This is required to ensure that these components are compatible with the overall architectural character of the structure and that the various utilitarian aspects of the building do not detract from the overall desired effect.

Roof Design and Material Guidelines

- 3.16 Simple roof forms are encouraged along Bell Street.
- 3.17 Elaborate compound forms such as those associated with the Victorian vernacular are allowed on rear and secondary streets if compatible with adjacent residential structures.
- 3.18 Gutters and downspouts on the exterior of the building should be integrated into the western themed design.
- 3.19 Roof materials should be compatible with those typically used in the western style such as shingle, shake, concrete, or seam metal (see Figure 28).
- 3.20 Spanish tiles, high gloss, or modern-looking roof materials are discouraged.



Figure 28 – Roof with colored standing seam

San Luis Obispo South Broad Street Corridor Plan



Conceptual Block Illustrative Plan

Source: Rick Engineering

4.0 development standards

4.1 PURPOSE

The South Broad Street Area Plan includes development standards that are different from the rest of the City. While concepts such as density and building heights use familiar metrics, building placement (setbacks and build-to lines) and building types are tied to the primary street type instead of the zoning designation. In this way, the form of the public realm (e.g. streets and sidewalks) defines the development pattern. Suitable land uses will follow based on the building type, provided they are allowed uses listed in the Area Plan's zoning matrix. This hybrid approach of form-based codes and traditional zoning ensures development is consistent with the community's identified goals for form, character, and quality.

4.2 APPLICABILITY

Parcels that are already substantially developed or governed by existing Planned Developments are not subject to Area Plan development standards (see Chapter 3, Zoning Plan). The primary focus of these development standards is **new construction, large additions** (increase in floor area 50% or more) and **substantial remodels** (50% or more of current value). Public and institutional buildings, because of their unique disposition and application, are the only exception.

4.3 DENSITY

Density allowed by the South Broad Street Area Plan follows Citywide density standards in Municipal Code Section 17.16.010. Anticipated density in the planning area is approximately 13 dwelling units per acre for residential development and 12,000 square feet per acre for nonresidential development. Density estimates are based on 80 percent lot development efficiency (allowance for parking, setbacks, landscaping) of primarily mixed-use projects with a ratio of 60% residential to 40% commercial and an average floor-to-area ratio of 1.0. Dwelling units are assumed to be two-bedrooms with an average size of 1,400 square feet.

4.4 NONCONFORMING LOTS

Much of the planning area was subdivided in 1888 according to a grid pattern, with 40-foot-wide by 140-foot-deep lots as the standard. These narrow lots were well suited for small houses but make development of conventional commercial and multifamily housing difficult. In 2013, the standard minimum size for lots zoned C-S and C-R is 9,000 square feet. **Lot assembly or merger** will be the most effective way to develop small lots.

Commercial development can continue on small nonconforming lots, however residential development on the ground floor is only allowed on:

- » Legal lots with existing dwellings,
- » Conforming lots of at least 9,000 square feet, and

- » Two or more 40' x 140' lots abutting on the long side.

4.5 FORM-BASED CODE

Setbacks and Build-To Lines

Traditional zoning approaches designate a minimum distance for buildings to be set back from property lines. Form-based codes in the Area Plan introduce **maximum setbacks** and **build-to lines**. These space-planning tools help define a continuous

Build-To Lines and Setbacks by Street Type

		DISTANCE TO PROPERTY LINE		
KEY	TYPE	Build-to Line	Minimum Setback	Maximum Setback
Street Yard				
A	Village Street (Victoria Ave.)	10'	-	-
B	Entry Street	5'	-	-
C	Service Street	5'	-	-
D	Corridor Street (Broad St.)	-	0'	5'
Side Yard				
E	Adjacent to structure	-	0'	10'
F	Adjacent to Village Court	-	12.5'	-
G	Adjacent to driveway	-	10'	-
Rear Yard				
H	At ground floor	-	30'	-
	Above ground floor	-	10'	-
F	Adjacent to Village Court	-	12.5'	-

Build-To Lines and Setbacks (Full Block)

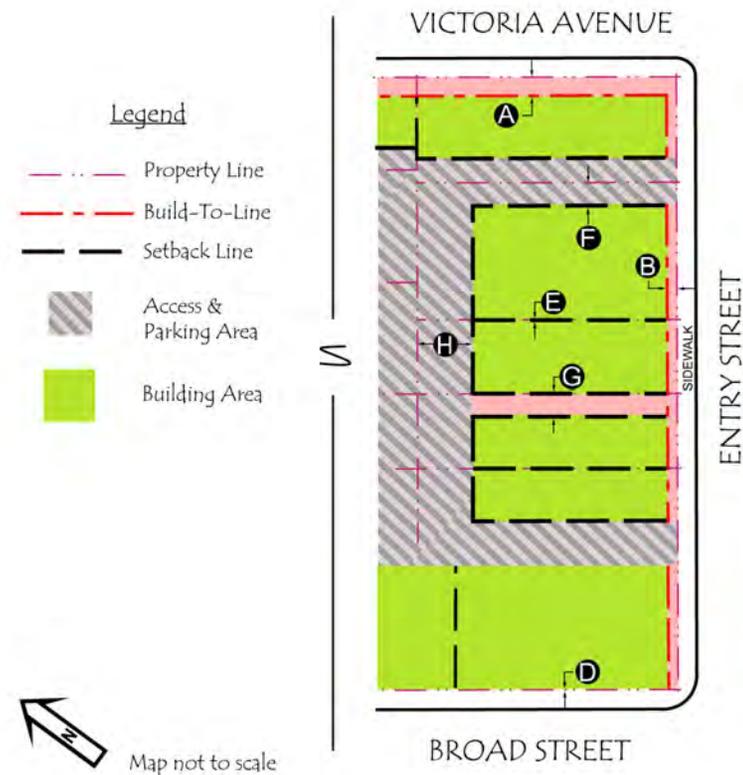


Source: Pierre Rademaker Design

pattern of building placement on a given block. Applicable setbacks and build-to lines are determined by the street type.

The graphics on this page illustrate building envelopes, access and parking areas that result from the build-to and setback standards in the South Broad Street Area Plan. Setback and build-to distances are measured from face of building to property line. Variations may be allowed by the Director for non-

Build-To Lines and Setbacks (Partial Block)



Source: Pierre Rademaker Design

standard blocks to achieve equivalent access, connectivity, and land use compatibility.

Building Façade

Building façades should be constructed to the build-to line for at least 80 percent of the lot frontage, except when a smaller building façade width is required to meet driveway standards. A building façade at the build-to line may include offsets or jogs of up to 24 inches in depth.

Building façades should be designed to define the spatial and architectural character of the street. Buildings should have a main ground floor entrance facing the primary street. Rear-

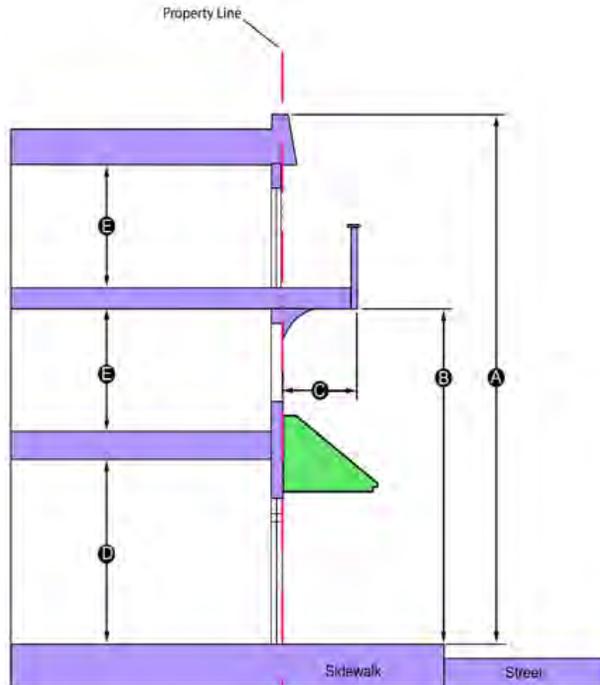
facing buildings, loading docks, overhead doors, and other service entries are prohibited on the primary street façade.

Building Heights

Building height is measured from the average level of the ground under the building (before grading and improvements)

Building Height and Projections

KEY	TYPE	MINIMUM	MAXIMUM
A	Building height	25'	35'
A	Mixed-use building height or site with historic building	25'	40'
B	Vertical clearance to building projection (balconies)	12'	-
C	Upper-story projection into public right-of-way		4'
D	Ground story, clear interior height	12'	-
E	Upper stories, clear interior height	8'	-
	Finished floor height above adjacent sidewalk	-	3'



Building Section

Source: Pierre Rademaker Design

to the topmost point of the roof, including parapets. The Area Plan defines minimum and maximum building height, as well as minimum clearances for overhead balconies and upper stories.

Street Wall/Fence Height

Any section of parcel frontage along a build-to line that is not defined by a building, driveway, or walkway should be defined by a 36-inch high fence, railing, wall, or landscape feature.

4.6 BUILDING TYPES BY STREET TYPE

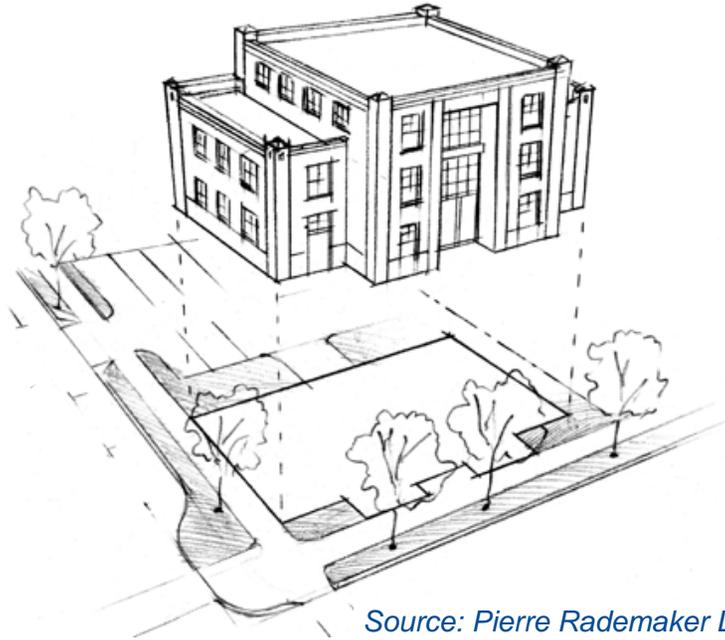
Building types are determined by the lot's primary street frontage. For lots with multiple street frontages, the primary street frontage is the highest intensity street. Specifying building types helps maintain the visual character and history of the South Broad Street area. The following pages describe each building type in more detail, including appropriate architectural styles that are further described in Chapter 5.

Building Types by Street Frontage

BUILDING TYPE ¹	PRIMARY STREET FRONTAGE				
	Higher Intensity		→	Lower Intensity	
	Corridor	Village	Entry	Service	Village Court
Commercial/Office	X	X	X	X	
Mixed-Use	X ²	X	X		X
Industrial Shed				X	
Multiple Family			X		X
Stacked Dwelling			X		X
Rowhouse			X		X
Live/Work		X	X	X	X
Courtyard Housing		X	X		

¹ Minimum parcel size for ground-floor residential is 9,000 square feet. Ground-floor residential is also allowed across two or more 40' x 140' parcels that abut on the long side.

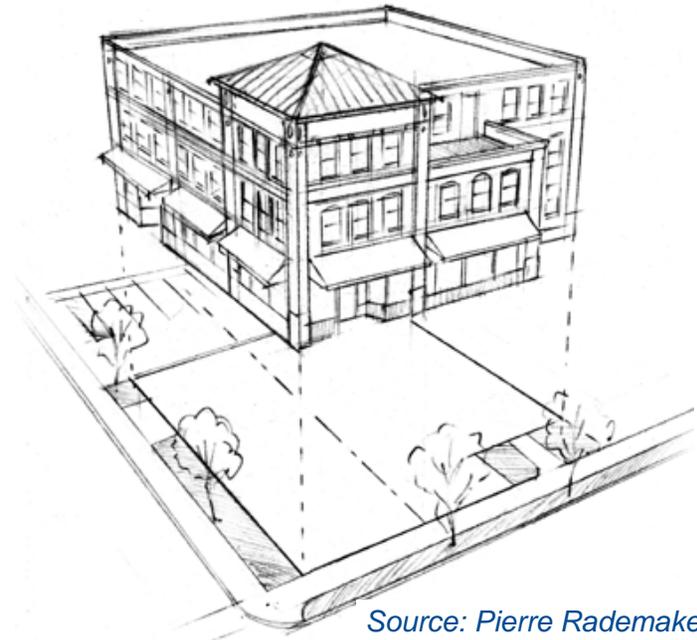
² Residential buildings on the Corridor Street must comply with noise exposure limits established by the Noise Element of the General Plan.



Source: Pierre Rademaker Design

Commercial/Office

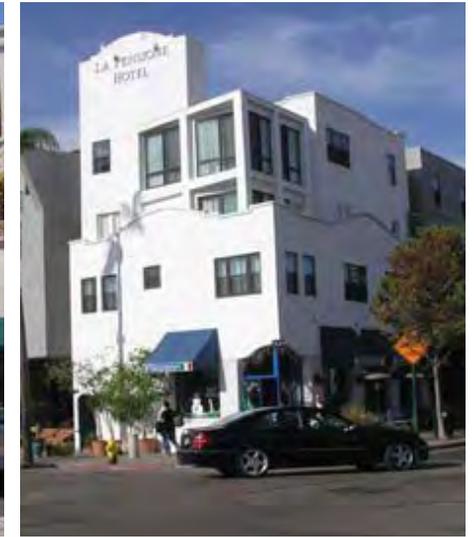
Retail or service uses on the ground floor, with upper floors configured for those uses and offices. This building type should be designed according to the Railroad Commercial or Broad Street Village Contemporary styles.



Source: Pierre Rademaker Design

Mixed-Use

Retail and service uses on the ground floor, with upper floors configured primarily for residences and secondarily for offices. Appropriate architectural styles for this building type are Railroad Commercial and Broad Street Village Contemporary.

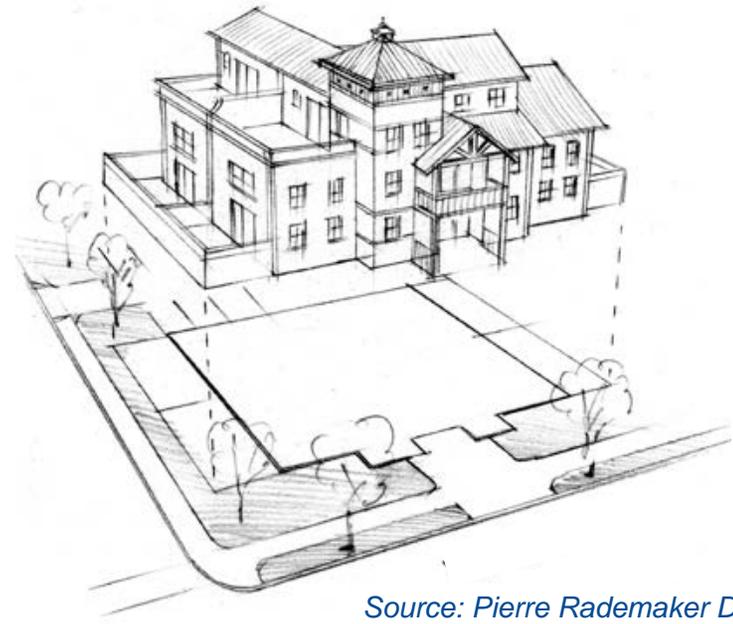




Source: Pierre Rademaker Design

Industrial Shed

A building up to 4,000 square feet in size that has been designed or structurally modified to accommodate industrial activity, with or without joint residential occupancy in a structure similar in scale to a single dwelling. The industrial shed allows light industrial activity in immediate proximity to single dwellings by utilizing the characteristics of the single dwelling for non-residential and residential purposes. This building type is best suited to the Railroad Vernacular Bungalow/Little Italy and Broad Street Village Contemporary styles.

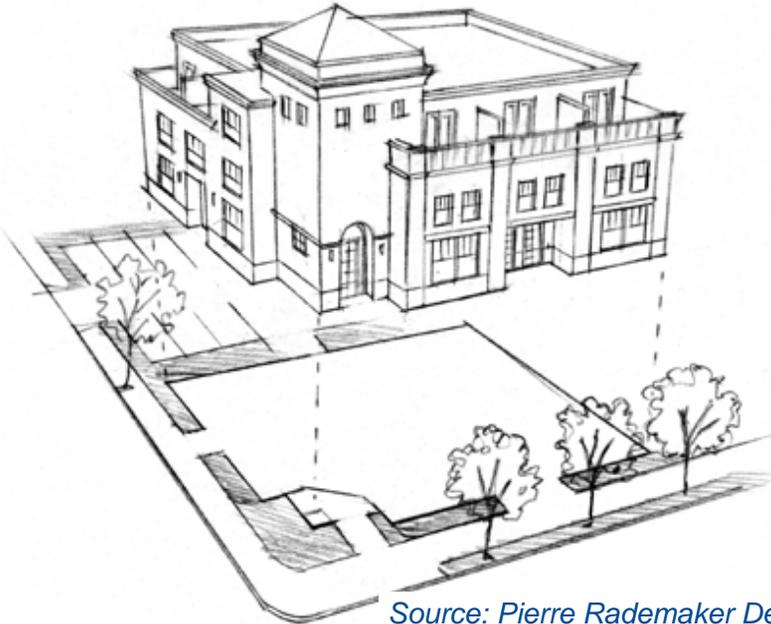


Source: Pierre Rademaker Design

Multiple Family

Multiple dwellings consisting of at least two units arrayed either side by side along the primary frontage or vertically with upper levels along the primary frontage and/or setback from the build-to lines. The Broad Street Village Contemporary style is appropriate for this building type.

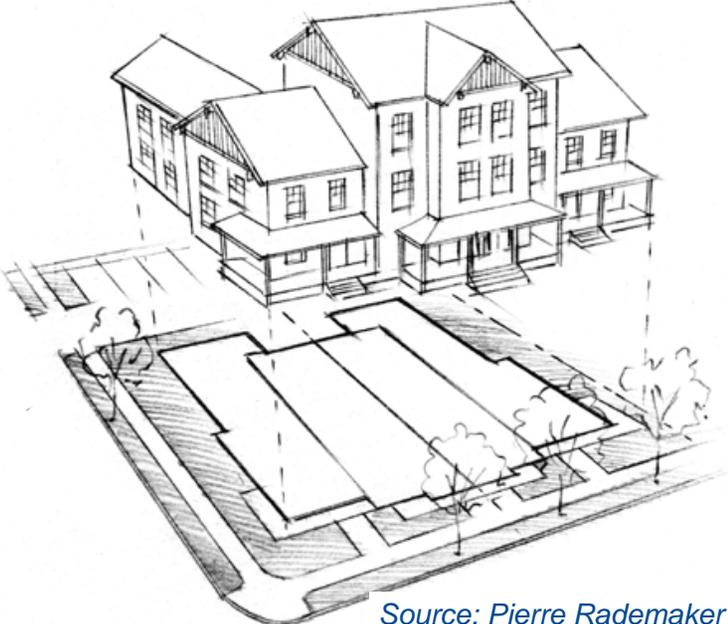




Source: Pierre Rademaker Design

Stacked Dwelling

A structure of single-floor and/or multi-floor dwellings of similar configuration either above or below. This building type allows for increased density while maintaining the structural scale already present in the area. The Broad Street Village Contemporary style is appropriate for Stacked Dwellings.

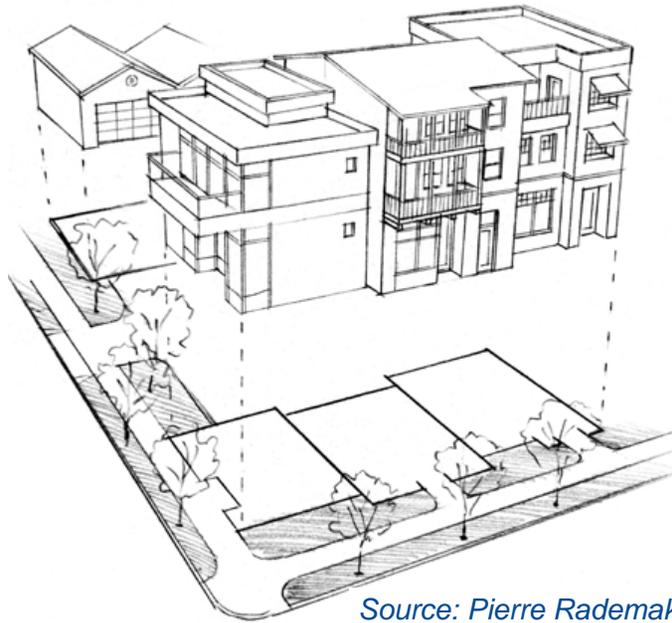


Source: Pierre Rademaker Design

Rowhouse

An individual structure on a parcel with a rear yard and individual garage accessed from an alley, occupied by one primary residence in an array of at least three such structures or a structure of 3 multiple townhouse unit types arrayed side by side along the primary frontage. The Broad Street Village Contemporary style should be used for this building type.

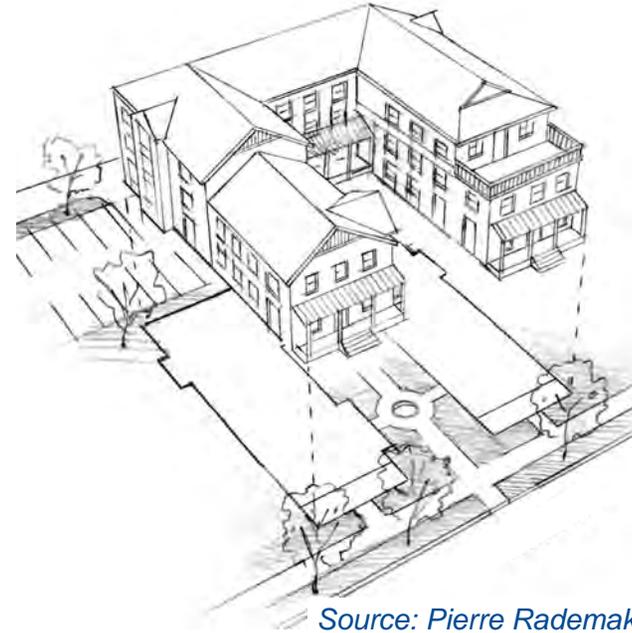




Source: Pierre Rademaker Design

Live-Work

An integrated residence and working space located on the ground floor occupied and utilized by a single household. Live-work units should be arrayed in groups of at least three side by side along the primary frontage. This building type should be designed according to the Railroad Commercial or Broad Street Village Contemporary styles.



Source: Pierre Rademaker Design

Courtyard

Consisting of residences that can be arranged in three possible configurations: townhouses, flats, or a mix of townhouses and flats. These are arrayed next to each other, on one or more courts, to form a shared courtyard that is partly or wholly open to the street. All architectural styles identified in the Area Plan are appropriate for this building type.



4.7 PARKING REQUIREMENTS

Parking shall be provided for new development and land uses as required by Section 17.16.060 of the City’s Zoning Regulations. However, the Area Plan development standards include the following special provisions to minimize area devoted exclusively to parking and driveways when typical demands may be satisfied more efficiently by shared facilities.

Shared Parking

Shared parking easements should be provided between parcels to promote efficient site use. Upon redevelopment, lots should dedicate shared parking to allow vehicle parking in the interior of blocks to serve multiple parcels.

Common Driveways

Parcels with frontages along Entry Streets should dedicate common driveway easements to create Village Courts and provide through access to another Entry Street or common driveway easement.

Shared Parking Reduction

Where two or more uses share common parking areas, the total number of spaces required is reduced by ten percent. Where shared parking is located on more than one parcel, affected parties must record an agreement governing the shared parking, to the satisfaction of the Director.

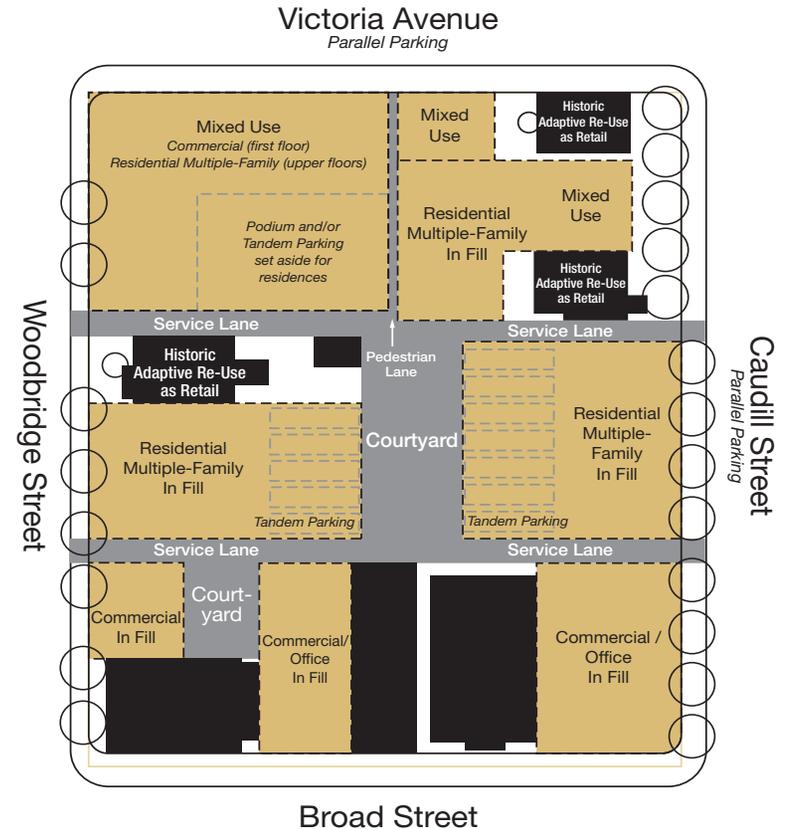
Mixed-Use Parking Reduction

The parking requirement for mixed-use projects, where times of maximum parking demand from various uses will not coincide, is reduced by twenty percent. A maximum parking reduction of thirty percent is possible when combined with a shared parking reduction.

Automobile Trip Reduction

The parking requirement for projects implementing non-auto travel, particularly for commuting, is reduced by thirty percent.

Build-To Lines and Setbacks (Partial Block)



Source: Pierre Rademaker Design

The applicant shall provide reasonable justification for the reduction, including innovative project design, transportation demand management (TDM), or incentives, which will reduce single-occupant vehicle travel to and from the site, to the satisfaction of the Director. These may include, but are not limited to, programs such as car-sharing, employer-paid transit passes, cashouts (i.e., trip reduction incentive plans), or off-peak work hours.

Off-Street Parking and Garages

Parking areas should be screened from view from public streets with a three-foot-tall landscape planting, wall, or berm. Parking

between build-to lines and public right-of-ways is prohibited. Garage entries or driveways should be located at least 40 feet away from any block corner, driveway, or garage entry on the same block. Garage entries should be setback at least 12 inches but not more than 36 inches behind the adjacent façade.

Vehicle Access from Broad Street

Upon redevelopment, parcels with frontage along the east side of Broad Street should provide vehicle access from Entry Streets or Village Courts.

Broad Street Driveways

New curb cuts along Broad Street should not be installed. As vehicular access is provided from Entry Streets or Village Courts, existing curb cuts fronting the property along Broad Street should be eliminated and replaced by City standard curb, gutter, and sidewalk.

Elk Grove Economic Development Incentive Program



Economic Development Incentive Program



www.OpenUpToElkGrove.org

Phone: 916.691.2489

Fax: 916.691.3168



Overview

To encourage the development of new businesses and the expansion of existing businesses, the City of Elk Grove (City) provides an opportunity for qualifying companies to participate in a number of performance-based incentives. The program was established to enhance the City's competitiveness in attracting and facilitating the growth of businesses that provide high quality jobs to residents, aid in the diversification of the City's economic base, and complement the existing quality of life within the City.

NOTE: All start-up businesses or those open for less than one (1) year that are approved for an incentive will be required to receive five (5) hours of business counseling from the Northeastern California Small Business Development Center (SBDC) or take a minimum of two (2) classes offered by the (SBDC).

I. Program Categories

The incentive program includes four categories under which a business may qualify for incentives. In order to be eligible for program benefits in any category, the business must be located within City limits and it must have a valid City-issued business license (for new businesses without a license yet, a license must be obtained prior to the opening date for the business and receipt of any financial incentives from the City).

Incentives awarded may be monetary grants and/or non-monetary benefits such as project expediting (see next section for a full list of all available incentives). Incentive award amounts discussed in this program may be monetary grants, the value of non-monetary benefits, or some combination of both.

I. **Businesses that create new full-time permanent jobs.**

Incentives awarded in this category are intended to increase the City's employment base by creating new high-quality jobs with salaries sufficient to provide a good quality of life for local families.

- a. To qualify for incentives, a business must create:
 - i. At least 20 permanent full-time jobs with salaries equal to or greater than 100% of Area Median Income (AMI) as reported for the Sacramento-Arden Arcade-Roseville Metropolitan Statistical Area (MSA); or
 - ii. At least 50 permanent full-time jobs with salaries equal to or greater than 75% of Area Median Income (AMI) as reported for the Sacramento-Arden Arcade-Roseville Metropolitan Statistical Area (MSA).
- b. Provided the Applicant meets the qualifications set forth in paragraph 1.a, the Applicant may be eligible for an incentive. Incentive award amounts may vary but will take into consideration the total number of jobs created and their average salaries.
- c. Any business eligible for an incentive under this program category may also be eligible for an additional incentive for each new job that is filled by an Elk Grove resident. Resident is defined as someone who has been living within the incorporated City limits for at least one (1) year prior to their first date of employment with the business receiving an incentive. The additional incentive will range from 20-50% in additional funds on a per-job basis for each position filled by

a resident. **Example:** A company is awarded an incentive of \$10,000 for creation of 10 new jobs for an average incentive of \$1,000 per job. Five of those jobs are filled by City residents so the company is eligible for additional incentive of up to \$500 for each of those 5 jobs, or \$2,500. This would bring the total incentive awarded to \$12,500.

- d. Both existing and new businesses are eligible to receive incentives for new job creation.
- e. New jobs must be filled within 12 months of notification of approval of the incentive, or in the case of new construction, within 12 months of the issuance of a certificate of occupancy.
- f. Incentives will be paid upon the City's verification of employment records for new jobs created. Failure to submit the requested documentation within the time period allowed will result in termination of the incentive payment approved and the City shall be released from any obligation to provide the incentive.
- g. All records submitted to document employment and residency will be kept confidential unless subject to disclosure by law.

II. **Businesses that generate new taxable sales or Transient Occupancy Tax revenue.**

Incentives may be awarded to businesses that generate new taxable sales or new Transient Occupancy Tax (TOT) revenues.

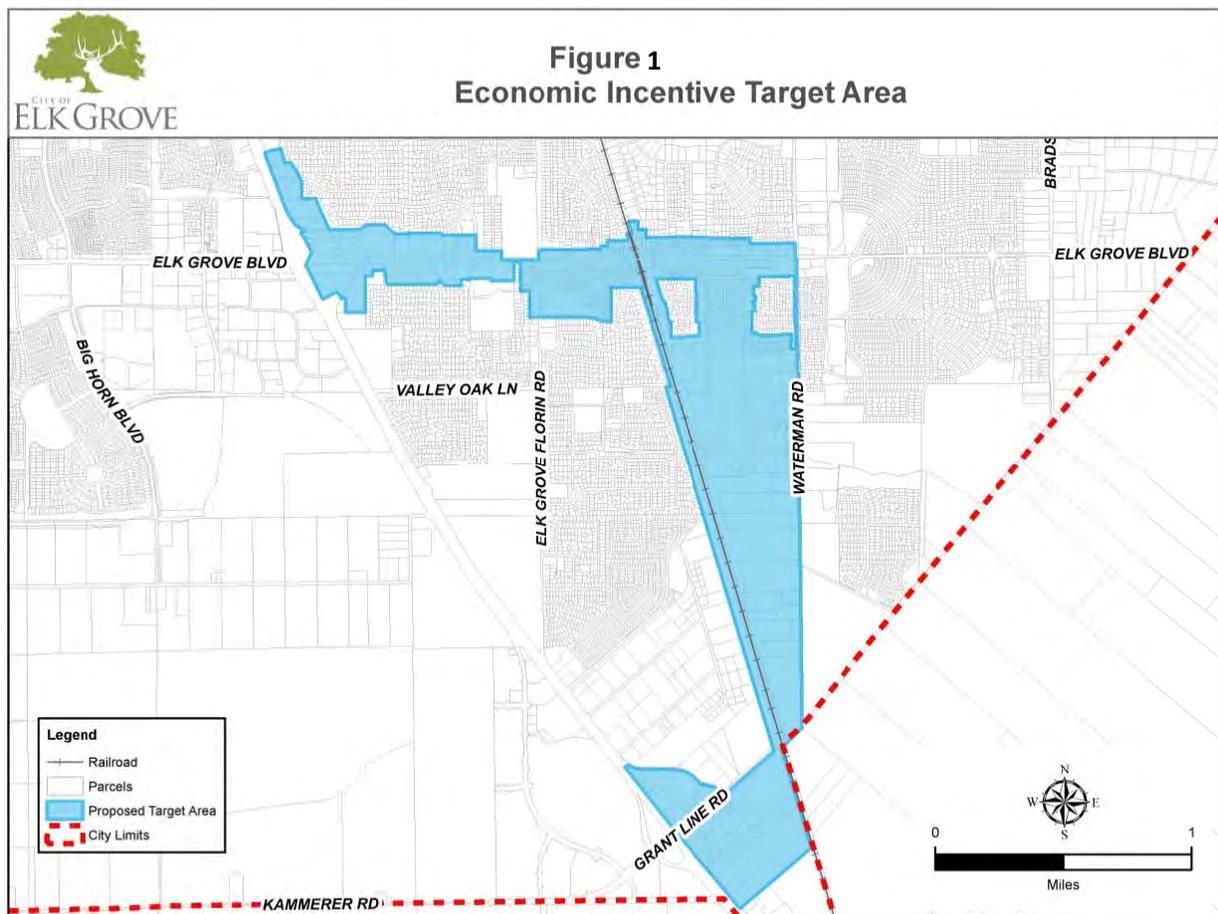
- a. Applicants may be new or existing businesses but must generate a minimum of \$5,000 in new sales tax revenue (equivalent to \$500,000 in taxable sales) or \$5,000 in new TOT revenue to qualify (e.g. new retail establishment or expansion of an existing local business). For existing businesses, new tax or TOT revenue is defined as an increase of at least \$5,000 in tax from the total revenue generated in the most recently completed City fiscal year. For new businesses, new tax or TOT revenue is defined as at least \$5,000 from the total revenue generated for the first full City fiscal year. There is no maximum requirement for taxable sales or TOT revenue – award amounts will take into consideration the relative size of the business and its contribution to the City and community.
- b. Businesses that serve to diversify the City's economic base by providing unique or underrepresented services/goods may be given more consideration than other businesses.
- c. Businesses must be open within 12 months of notification of approval of the incentive.
- d. Incentives will be paid after the City verifies the business' new sales or TOT tax revenue generated.

III. **Businesses that locate or relocate into a space that has been vacant for at least 2 years.**

The City may also consider incentives for businesses that do not meet the above criteria if they are locating or relocating into an existing vacant building and meet the criteria identified in items a. through e. below.

- a. The business must be locating or relocating into an existing building or tenant space that has been vacant for at least two (2) years (24 consecutive months).
- b. The building/space must be located within the City's Target Area (see Figure 1, next page).

- c. The building/space must have been previously occupied by another business at some point.
- d. Businesses must be open within 12 months of notification of approval of the incentive.
- e. Existing businesses applying for an incentive under this category must be relocating due to an expansion. Expansion is defined as an increase in employment of at least one (1) full-time job (FTE) or an increase in operating building area of at least ten percent (10%) of gross floor area.
- f. The City may consider incentives for businesses moving into vacant buildings in other areas of the City on a case-by-case basis.
- g. Incentives awarded in this category may, in the City's sole discretion, be paid in advance to assist with start-up costs or as a reimbursement for accrued costs.
- h. The timing of payments and the amount of incentives will be determined on a case-by-case basis.



IV. **Businesses that fall within one or more of the City's targeted industry sectors.**

The City of Elk Grove may award incentives to companies that do not meet any of the above mentioned criteria but do fall within one of its targeted industry sectors. The City may consider incentives on a case-by-case basis for businesses not included in the list below if they are consistent with or support these industry sectors. Target sectors include:

- a. Medical, medical technology, medical education, medical research, or a related field (NAICS Code categories 3254, 3391, 5417 or 6215);
- b. Green or clean technology (NAICS Codes categories 2211, 32519 or 22111);
- c. Post-secondary, professional, or vocational education (NAICS Codes categories 6113, 6114 & 6117); or
- d. Agricultural support (NAICS Codes categories 3111-3115, 3117-3119, 3121, 3253, 11511 & 11521).
- e. Incentives awarded in this category may, at the City's sole discretion, be paid up front to assist with start-up costs or as a reimbursement for accrued costs.
- f. The timing of payments and the amount of incentives will be determined on a case-by-case basis, at the City's sole discretion.

V. **Ineligible Business Categories**

Businesses will be ineligible for this incentive program if they do not satisfy the intent of this program, which is to enhance the City's competitiveness in attracting and facilitating the growth of businesses that provide high quality jobs to residents, aid in the diversification of the City's economic base, and complement the existing quality of life within the City.

II. Available Incentives

For businesses that fit within one or more of the categories above, the City may, in its discretion, assist qualifying businesses in obtaining one or more of the following incentives:

- I. Development Impact Fee Reductions
 - i. The City will consider Development Impact Fee reductions of 10% to 100% of City-administered impact fees, depending upon the unique qualifications of the project and its overall contribution to the community.
- II. Development Impact Fee Deferral
 - i. For businesses that do not qualify for a fee reduction, the City's Fee Deferral Program allows businesses to defer City-administered impact fees for a period of up to five years. Extended deferral periods may be considered depending on the unique attributes and benefits of each project.
- III. Economic Development Grants
 - i. The City may provide a monetary grant based upon number of new jobs created, new revenue generated within the City, or other factors as determined by the City. The grant

amount will be based upon the distinct contributions of each individual business to the community.

IV. Project Coordination

- i. The City will appoint a specific Project Manager from the City's Economic Development Project Review Team (EDPRT) for each phase of the project to act as a single point of contact for the applicant. This person will have the authority to make decisions within his/her respective department and thus will be able to ensure each qualifying business receives the highest level of customer service.

V. Interagency Coordination

- i. The EDPRT Project Manager or the Economic Development Coordinator will assist in coordination with any other public agencies involved in the development process (County, School District, Community Services District, utility providers, etc.). This serves to assist the business with any potential issues and subsequent time delays a contractor or engineer may face during the plan review and permitting process.

VI. Expedited Plan Review

- i. The City will expedite the review of any and all building plans and the processing of any required permits. To the extent feasible, the City will also expedite the processing of any entitlements that may be required.

Applicants should note that all incentives are subject to the City's fiscal impact analysis (See Sections III and IV), including the availability of funding.

III. Value of Incentives

The value of the incentives identified above will be within the discretion of the City and will depend upon the unique attributes of each project and the benefits that will accrue to the City and the community. After reviewing an application for Economic Development Incentives, the City's Economic Development Department will perform an analysis of proposed or requested incentives to determine the fiscal implications of any particular incentive or combination of incentives. The City Manager or his/her designee will work with the applicant to determine an incentive package that is beneficial to the applicant while furthering the goals and objectives of the City. The value of the package may take into consideration financial benefits to the City as well as enhancement of the community's quality of life, diversification of the City's economic base, and any other benefits of the project. Incentive packages valued at less than \$50,000 may be approved by the City Manager. For any incentive package valued at \$50,000 or more over the life of the agreement, the City Manager will make a recommendation and present it to Council for approval. The City Council may consider other criteria in determining the final incentive package that will be offered.

Please note that not all applicants may receive an offer of incentives. Incentives offered will depend upon the benefits of each project as well as the availability of City funds.

IV. Application Procedure

- I. Any business seeking incentives and meeting the qualifications identified in Section I should submit a written request to the City's Economic Development Department. The request should include all of the following:
 - a. A general description of the proposed project including:
 - i. Type of business,
 - ii. Location,
 - iii. Projected number and types of jobs,
 - iv. Projected sales and/or TOT tax revenue generation (if applicable),
 - v. Any other criteria the City may use to evaluate the benefits of the proposed project. This may include financial benefits as well as enhancements to the overall community's quality of life and diversification of the City's economic base;
 - b. Identify which program category under which the business would qualify for incentives and describe how the business meets the qualifications for that category; and
 - c. Specify the incentives requested and the estimated value of each. If applying for a monetary grant, include a description of how the funds will be used. Also include a description of other funds that are available and how they will be used (e.g. a bank loan, private investment, etc.). Applicants demonstrating that they are contributing their own private capital investment in addition to incentives may be given more consideration than those relying solely on incentive funds.
 - d. Include a business pro forma cash flow that details financial projections for at least five (5) years.
 - e. For start-up businesses or those that have been in business for less than one (1) year, a copy of the business plan will be required. Businesses open for more than one (1) year are not required to submit this unless the City asks to review a business plan before awarding incentives.
 - f. Businesses may be required to provide a signed letter of intent with a landlord or property owner as well as a copy of the proposed lease or sales agreement.
- II. Upon receipt of a request, the City's Economic Development Department will review the request and verify that any applicable qualifications have been met. The Department will also complete a fiscal impact analysis to determine whether an incentive package is feasible for the City.
- III. Based upon the fiscal analysis, the Economic Development Department will prepare a proposed incentive package and draft an Economic Development Incentive Agreement ("Agreement") for City Manager and City Attorney review and approval. Incentive packages valued at less than \$50,000 may be approved by the City Manager. For any incentive package valued at \$50,000 or more over the life of the agreement, the City Manager will make a recommendation and present it to Council for approval.
- IV. If approved by the City Manager or by Council, as applicable, the Agreement will be returned to the applicant for signature.
- V. If required by the Agreement, the City may engage in post-award monitoring to ensure the anticipated jobs and/or tax revenue are generated. This may include reviewing sales data, employment records, or other information. The specific type and length of any monitoring shall be identified within the Agreement.

V. City Contacts

Questions regarding this program should be directed to:

Economic Development Department
8401 Laguna Palms Way
Elk Grove, CA 95758
(916) 691-CITY (2489)

www.OpenUpToElkGrove.org

Notices to Applicants

- Use of this program may trigger a requirement to pay prevailing wage on any construction, capital improvements, or other applicable activities. You should seek legal and or other professional advice regarding the application of prevailing wage requirements prior to applying for an incentive.
- A new State law (AB 562) requires all jurisdictions to report any economic subsidies of \$100,000 or more. In addition, the City will be required to review, hold hearings, and report on those subsidies at five-year intervals. Information regarding incentive recipients including name and address, purpose of the incentive, projected tax revenue resulting from the subsidy, and number of new jobs created must be posted publicly on the City's website. These requirements begin on January 1, 2014.

AVENUE OF FLAGS SPECIFIC PLAN CONCEPTUAL TIMELINE

3/3/2015

DATE / DURATION	DESCRIPTION
MARCH 2015	CITY COUNCIL APPROVAL OF SCOPE, BUDGET, PROJECT AREA GOALS, & TIMELINE
MARCH thru JUNE 2015	COMMUNITY OUTREACH / PUBLIC VISIONING / STEERING COMMITTEE WORKSHOPS
JULY thru SEPTEMBER 2015	PREPARE CONCEPT DRAFT SPECIFIC PLAN
OCTOBER thru DECEMBER 2015	PUBLIC REVIEW – CONCEPT DRAFT
	PLANNING COMMISSION REVIEW – CONCEPT DRAFT
	CITY COUNCIL REVIEW – PRELIMINARY DRAFT
JANUARY thru MARCH 2016	REVISIONS TO PLAN (Based on Public Workshops, Planning Commission and City Council)
	PUBLIC VISION / STEERING COMMITTEE REVIEW AND INPUT
	PUBLIC WORKSHOP – REVISED DRAFT
	CEQA - Publish Notice of Availability
APRIL 2016	CEQA PUBLIC REVIEW (30 Days)
MAY 2016	PLANNING COMMISSION APPROVAL – REVISED DRAFT
JUNE 2016	CITY COUNCIL ADOPTION – FINAL SPECIFIC PLAN



John F. Rickenbach Consulting
7675 Bella Vista Road
Atascadero, California 93422

805/610-1109
JFRickenbach@aol.com

January 13, 2015

Marc P. Bierdzinski, AICP, Planning Director
City of Buellton
Planning Department
P.O. Box 1819
Buellton, California 93427

Subject: Preliminary Scope of Work – Avenue of Flags Specific Plan Processing

Dear Marc:

This letter responds to your request for JFR Consulting to provide plan processing services for the Avenue of Flags Specific Plan. At this point, this work scope should be considered preliminary, and it will likely evolve as the process becomes better defined. We are assuming the following tasks will be required based on direction provided to date:

- Meetings and Coordination with City Staff (ongoing)
- Public Meetings and Workshops (preparation and attendance)
 - Public Vision Steering Committee (2)
 - Public Workshops (2)
 - Planning Commission (2)
 - City Council (2)
- Review Existing AOF-Related Documentation
- Coordinate with City Consultants to Develop Draft Specific Plan
- Other Planning Assistance (as needed)

The estimated cost to provide these proposed services would be \$28,080, based on a billing rate of \$135/hour. A cost breakout by task is shown in the accompanying spreadsheet. Our proposed scope of work does not include CEQA documentation, although we are prepared to assist the City as needed with this required step in the process. Our scope also assumes that the City will take the lead in developing the overall work program as well as the Specific Plan document formatting and coordination itself. That said, we are prepared to provide assistance in these areas at your request.

Thank you for including us on the City's team for this important project. If you have questions, please feel free to call me anytime at 805/610-1109.

Sincerely,

JOHN F. RICKENBACH CONSULTING

John Rickenbach, AICP
Principal Planner

City of Buellton
Avenue of Flags Specific Plan Processing Assistance
Cost Estimate: January 13, 2015

Tasks	Cost	Rickenbach Labor Hours \$135/hr
SPECIFIC PLAN PROCESS		
1. Meetings/Coordination with City Staff (ongoing)	\$4,320	32
2. Public Meetings and Workshops (includes preparation and attendance)		
a. Public Vision Steering Committee (assume 2)	\$1,620	12
b. Public Workshops (assume 2)	\$1,620	12
c. Planning Commission (assume 2)	\$1,620	12
d. City Council (2)	\$1,620	12
3. Review Existing AOF-Related Documentation	\$2,430	18
4. Coordinate with City consultants and staff in developing draft Specific Plan		
a. Identify Potential Template Documents and add to Dropbox	\$810	6
a. Help Develop and Review Internal Draft Plan Concepts	\$3,240	24
b. Prepare Portions of Plan (environmental and planning constraints)	\$4,320	32
5. Assist City in Preparing Initial Study/CEQA Determination	TBD	
6. Other Planning Assistance (as needed)	\$3,240	24
Project Management/Administration	\$3,240	24
TOTAL COST ESTIMATE:	\$28,080	208



Monday, February 02, 2015

Marc Bierdzinski, City Manager
City of Buellton
Planning Department
107 West Highway 246
P.O. Box 1819,
Buellton, CA 93427

RE: Avenue of the Flags Specific Plan Support

Dear Marc,

We would like to thank you for the opportunity to assist the City Staff to implement the Avenue of the Flags Specific Plan. Our role in general is to assist in the planning of the Specific Plan Content especially the form based design graphics. We have reviewed several other Specific Plans and Design Guidelines to establish a general scope of efforts. We also met with John Rickenback AICP to discuss Specific Plan formats. We feel confident now that we have a developed scope to proceed with a budget for your consideration.

General Task Outline:

Meeting and coordination with staff: every two weeks

Public Meetings and Workshops: total of 8

General coordination with staff and team members

Diagrams, Maps, and illustrations

Landscape design guidelines and vignettes

If you have any questions about our scope we would be glad to forward any additional information. We look forward to the opportunity to serve you and the City of Buellton.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Ravatt', with a horizontal line extending to the left.

Greg Ravatt, AIA, CCIDC, President, Ravatt Albrecht & Associates, Inc.

Ravatt Albrecht & Associates, Inc.
Main Hangar
3203 Lightning Street #201
PO Box 528
Santa Maria, CA 93456
PH: 805.928.5002
FAX: 805.928.0195

Specific Plan Design Support	Hours	Architect	Designer	Senior CAD	Landscape Arch	Cost
		\$150.00	\$95.00	\$85.00	\$150.00	
Meeting and Coordination with staff	36	\$150.00				\$5,400.00
Public Meetings and Workshops - 2 meetings each						
Public Vision Steering Committee	8	\$150.00				\$1,200.00
Planning commission	8	\$150.00				\$1,200.00
City Council	8	\$150.00				\$1,200.00
Public Workshops	8	\$150.00				\$1,200.00
General Coordination with staff and team members	24	\$150.00				\$3,600.00
Diagrams and graphics						
Map of Area	6		\$95.00			\$570.00
Lot types diagram - corner	8			\$85.00		\$680.00
Lot types diagram - interior	5			\$85.00		\$425.00
Lot types diagram - frontage	5			\$85.00		\$425.00
Lot types diagram - frontage - large	5			\$85.00		\$425.00
						\$0.00
Massing Model, existing roads, existing buildings, infill	12		\$95.00			\$1,140.00
	20			\$85.00		\$1,700.00
Diagram Standard Lot SetBack Build to Lines	4			\$85.00		\$340.00
Diagram Parking Standard Design	4			\$85.00		\$340.00
Diagram - Building Area Envelope	4			\$85.00		\$340.00
Diagram - Building Frontage - Avenue of Flags	4			\$85.00		\$340.00
Diagram - Building Frontage -median and or rear lots	4			\$85.00		\$340.00
Diagram - Mixed Use Diagrams / Sections 1 to 4 stories	4			\$85.00		\$340.00
Diagram - View Diagrams mixed use - privacy issues	4			\$85.00		\$340.00
Diagram - Street Vignettes	12			\$85.00		\$1,020.00
Landscape Guidelines (one page)	8				\$150.00	\$1,200.00
Landscape concepts - pocket parks, plaza's, market	32				\$150.00	\$4,800.00
(CAD drafting - diagrams)	8			\$85.00		\$680.00
Total Cost Estimate	241.00					29,245.00

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: March 12, 2015

Subject: Consideration and Award of Bid for Reservoirs 1 and 2 Improvement Project

BACKGROUND

The City of Buellton Water Reservoirs No. 1 and No. 2 have been scheduled for repair and roof replacement. The City's engineering staff has prepared the plans and specifications for the roof replacement improvements (with subsequent Addendums no. 1 through 4, hereby incorporated). These design plans for the Project are determined to be complete and consistent with the City's standards and were approved by the City Engineer.

Council's approval of the design occurs before actual work and construction has commenced for the Project, thereby availing the City of the immunities set forth in Government Code Section 830.6.

The Project was originally postponed due to the drought conditions, however damages from the December 2014 storm made it desirable to commence the renovation. In January 2015, the project was publicly noticed and an invitation to bid was issued. A mandatory pre-bid job walk occurred on February 6, 2015. On February 25, 2015, staff received and opened 4 bids as follows:

<u>Company</u>	<u>Bid Amount</u>
1. GLR Construction	\$401,194.99 (\$401,193.52)
2. Hanly General Engineering	\$439,561.00
3. Cushman Contracting Corporation	\$512,940.00
4. Specialty Construction	\$619,252.00

All bids were reviewed and license/bonds are clear and current. Staff did find that there was a minor math error on GLR Construction's bid, which raises their bid amount by \$1.47 to \$401,194.99.

On February 25, 2015, the City received a bid protest letter from Hanly General Engineering, stating that GLR did not utilize the revised Bid Sheet resulting from Addendum No. 2 (See Attachment 1). Staff reviewed both GLR Construction and Hanly General Engineering's Bid Packages and referred the bid protest to the City Attorney for evaluation. The investigation into the bid protest disclosed that GLR did not gain any economic advantage through the use of the initial Bid Schedule as opposed to the Bid Schedule that accompanied Addendum No. 2. All of the categories (Items Nos. 1-22) were identical, and GLR clearly wrote in Item 23 in a manner which bound it to complete the work for the identified Unit Price and Item Cost in compliance with the requirements of Specification A2.08 for Bid Prices. While direction was given to use the later Bid Schedule, the use of the earlier Bid Schedule was literally a matter of form over substance which does not warrant the determination that the lowest bid was non-responsive. The City repeatedly advised bidders in the Notice Inviting Sealed Bids, Specification sections A2.18, A2.19, and the Bid Schedule A4 that it reserved the right to waive minor irregularities in the bids.

Therefore, staff believes that GLR's use of the earlier Bid Schedule is minor and immaterial and recommends that the City Council waive any minor regularities and award the Project to GLR as the lowest responsible bidder (See Attachment 2).

Moreover, there was a serious problem with the Hanly bid in that it failed to include the required acknowledgement that there would be a 20-year roof warranty on the completed roof. This omission renders the Hanly bid non-responsive.

Included in the Project's Specifications is an inspection period, which allows the City to inspect the inside walls of the reservoir structure upon removal of the existing roof. Additional recommendations may be required based on the results of the inspection. Staff recommends that a contingency amount of \$60,000 be included in the contract for extra work that may result from the structural inspections.

The project duration is 60 working days. Due to the nature and urgency of this work, staff has authorized weekend work (Saturday and Sunday) between the hours of 8:00 am and 5:00 pm.

FISCAL IMPACT

The Reservoirs 1 and 2 Roof Improvement Project is budgeted for FY 14/15.

RECOMMENDATION

Staff recommends that Council (1) approve the plans and specifications, including amendments no. 1-4; (2) deny the bid protest of Hanly General Engineering; (3) waive any minor irregularities in the GLR Construction bid and deem GLR Construction the lowest responsible bidder; (4) award the contract for the Reservoir 1 and 2 Roof Improvement Project to GLR Construction in the amount of \$401,194.99 with a contingency amount of \$60,000 for a total cost of \$461,194.99; and (5) authorize the city manager to execute that contract.

ATTACHMENTS

Attachment 1 – Hanly Bid Protest
Attachment 2 – City Response to Bid Protest
Attachment 3 – Construction Contract



HANLY GENERAL ENGINEERING CORPORATION

2/25/15

Kent Yankee
City of Buellton
201 Industrial Way
Suite A
Buellton, CA 93427

RE: PROTEST OF BID Dated 2/25/15 Reservoir 1 & 2 Roof Replacement Project

Dear Kent,

After reviewing the apparent low bidder's bid documents, it was noted that the Bid Schedule required under Addendum 2 was not used. Addendum 2, paragraph #1, states "Contractor shall use this provided Bid Schedule when submitting bids." As stated in A1 NOTICE INVITING SEALED BIDS in the contract documents " Bids must be prepared on the approved Proposal forms in conformance with A2-INFORMATION FOR BIDDERS..." and also stated on Addendum 2, "The following changes additions and clarifications are hereby made part of the contract documents..." The apparent low bidder's Bid Schedule was not a part of the contract documents and was altered (please see attached). Hanly General Engineering Corporation is protesting the apparent low bidder's bid as non-responsive.

Thank you,

Linda Hanly
Secretary/Treasurer
Hanly General Engineering Corporation

3191 Mission Drive
Santa Ynez, CA 93460
805.688.3752 / Fax
805.688.7138
hanlyengineering@gmail.com

	Furnish and Install Subsurface Drain	56	LF	31.71	1775.60	\$0.00
20	Perform Final Cleaning and Sanitation - Reservoir 1	1	LS	6226.42	6226.42	\$0.00
21	Perform Final Cleaning and Sanitation - Reservoir 2	1	LS	6226.42	6226.42	\$0.00
22	Furnish and Install Rescue Retrieval Winch	2	EA	5915.10	11830.20	\$0.00

23 Furnish & Install
Mixing System
Res 2

TOTAL BID SCHEDULE:

1 LS 71023.52

71023.52 \$0.00

total: 401,193.52

BID SCHEDULE

TOTAL (in words):

Four Hundred ^{one} Thousand One Hundred Ninety
Three Dollars and Fifty Two Cents

The urgency of the project does put weight on the ability of the Contractor to begin construction as soon as possible after award of the contract.

ESTIMATED CONSTRUCTION

START DATE:

April 2015

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, removal, and installation associated with completing the work in place per the plans, specifications and details. In case of conflict or error in calculation, the bid may be considered irregular and may be subject to rejection. The order of precedence shall be: (1) written total (in words); (2) figures; (3) item cost; (4) item unit price.

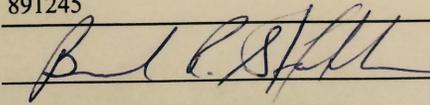
NAME OF BIDDER:

GLR Construction, Inc.

CONTRACTOR'S LICENSE NO.:

891245

AUTHORIZED SIGNATURE:



TITLE:

Barbara R. Stickler, President

DATE:

Feb. 25, 2015



City of Buellton

February 27, 2015

Ms. Linda Hanly
Hanley General Engineering Corporation
3191 Mission Drive
Santa Ynez, CA 93460

RE: Reservoir 1 & 2 Roof Replacement Project – Bid Protest Response

Dear Ms. Hanly:

The City of Buellton has reviewed your protest of bids dated 2/25/2015. The protest has been considered and after investigating the matter, it was clear that GLR did not gain any economic advantage through the use of the initial Bid Schedule as opposed to the Bid Schedule that accompanied Addendum No. 2. All of the categories (Items Nos. 1-22) were identical and GLR clearly wrote in Item 23 in a manner which bound it to complete the work for the identified Unit Price and Item Cost in compliance with the requirements of Specification A2.08 for Bid Prices. While direction was given to use the later Bid Schedule, the use of the earlier Bid Schedule was literally a matter of form over substance which does not warrant the determination that the lowest bid was non-responsive. The City repeatedly advised bidders in the Notice Inviting Sealed Bids, Specification sections A2.18, A2.19, and the Bid Schedule A4.

Moreover, there was a serious problem with the Hanly bid in that it failed to include the required acknowledgement that there would be a 20 year roof warranty on the completed roof which would render the Hanly bid non-responsive.

Therefore, GLR's use of the earlier Bid Schedule is deemed minor and immaterial and remains the lowest responsible bidder. The consideration of the bid protest and possible award of the contract will occur at the City Council meeting on March 12, 2015. You are invited to attend provide any additional materials or arguments that should be considered by the City Council at that time.

Should have additional question, please feel free to contact our Project Manager, Kent Yankee (kyankee@mnsengineers.com) or myself (roseh@cityofbuellton.com). We thank you for your interest in performing work for the City of Buellton.

Sincerely,

Rose Hess, PE
Director of Public Works
City of Buellton

B1 CONTRACT AGREEMENT

PROJECT: CITY OF BUELLTON – RESERVOIR 1 & 2 ROOF REPLACEMENT PROJECT

AMOUNT OF CONTRACT: \$ _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Buellton hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONTRACTOR".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES DO HEREBY AGREE as follows:

ARTICLE I: GENERAL

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said CITY, said CONTRACTOR agrees with said CITY to perform and complete in a workmanlike manner all work required under the Bidding Schedule of said CITY'S Specifications entitled RESERVOIR 1 & 2 ROOF REPLACEMENT PROJECT in accordance with the Specifications and Drawings therefor, to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary therefor, except such materials, equipment and services as may be stipulated in said Specifications to be furnished by said CITY, and to do everything required by the Agreement and the said Specifications and Drawings, for the sum of \$ _____, pursuant to the Bidding Schedule attached hereto and made a part hereof.

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; for all loss and damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said CITY, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said CITY and for completing the work in accordance with the requirements of said Specifications and Drawings, said CITY will pay, and said CONTRACTOR shall receive, in full compensation therefor, the price named in the above-mentioned Bidding Schedule.

ARTICLE III: CONSIDERATION

The CITY hereby employs said CONTRACTOR to perform the work according to the terms of this Agreement for the abovementioned price and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: INDEMNIFICATION

Except for the gross negligence or willful misconduct of an Indemnitee (as hereinafter defined), the CONTRACTOR hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless the CITY and MNS Engineers Inc., and its Project Consultants, and Engineers, officers, agents and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the Work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including the property owned by or under the care and custody of CITY, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of CONTRACTOR, its officers, agents, employees or Subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by CONTRACTOR, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by CONTRACTOR, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;

3. Any act, omission or negligence of CONTRACTOR, its officers, agents, employees, or subcontractors;
4. Any failure of CONTRACTOR, its officers, agents or employees, to comply with any of the terms or conditions of this Contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by CONTRACTOR on any other premises in the care, custody and control of CITY.

The CONTRACTOR also agrees to indemnify CITY and pay for all damage or loss suffered by CITY including but not limited to damage to or loss of CITY property, to the extent not insured by CITY and loss of CITY revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts omissions or negligence referred to in Sub-subsections (1), (2), (3), (4), and (5).

CONTRACTOR'S obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of CONTRACTOR in the performance of this agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this agreement or this section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, in its sole discretion, reserve, retain or apply any monies to the CONTRACTOR under this Agreement for the purpose of resolving such claims; provided, however, CITY may release such funds if the CONTRACTOR provides CITY with reasonable assurance of protection of the Indemnitees' interests. CITY shall, in its sole discretion, determine whether such assurances are reasonable.

ARTICLE V: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the CITY. Said general prevailing rates of per diem wages are hereby incorporated herein and made a part hereof. The CONTRACTOR agrees that he/she, or any subcontractor under him/her, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE VI: HOURS AND WORKING CONDITIONS

The CITY is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the CONTRACTOR.

ARTICLE VII: COMPONENTS OF AGREEMENT

The Bid Information Sheet, Contractor's Proposal, Bid Bond, Information Required of Bidder, Faithful Performance Bond, Labor and Material Bond, Certificate of Compliance, Insurance Requirements for Contractors, Labor Provisions, Standard Specifications for Public Works Construction (latest edition), General Provisions, General Provisions Modifications, Special Provisions, Specifications, Drawings and all Addenda issued by the CITY with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

City Attorney

CITY OF BUELLTON
a Municipal Corporation

APPROVED AS TO CONTENT:

By _____
MAYOR

City Engineer

CONTRACTOR

ATTEST:

By _____

City Clerk

Title

By _____

Title

Bond Principal:

Bond No.: _____

Bond Type: _____

Bond Amount: _____

Project: CITY OF BUELLTON – RESERVOIR 1 & 2 ROOF REPLACEMENT PROJECT

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager

Meeting Date: March 12, 2015

Subject: Discussion Regarding Council Member Comments at Planning Commission Meetings

BACKGROUND

The City Council requested further discussion regarding City Council members making comments at Planning Commission meetings and developing a policy relating to this topic. Attachment 1 is a summary of the legal parameters regarding City Council member comments at Planning Commission meetings from the City Attorney.

As noted in Attachment 1, although there is well established case law affirming the rights of elected officials to take public positions on pending issues and projects, recent cases have blurred the line between prehearing statements that are considered acceptable and those that create a common law conflict of interest that requires recusal. As noted in Attachment 1, the best course of action would be to avoid speaking at Planning Commission meetings in favor of or in opposition to particular projects. Therefore, staff would recommend that the City Council set a policy of not commenting at Planning Commission meetings.

Another non-legal reason for City Council members not to comment at Planning Commission meetings is that the City Council has appointed the Planning Commission to make recommendations to the City Council. If City Council members comment at Planning Commission meetings, especially on items that may come before the City Council, it may place the Planning Commission in an awkward position. The Planning Commission could feel the pressure of making decisions based on City Council influence instead of taking public comments and using their own judgment when making a recommendation.

The City Council procedures manual will be updated based on the direction provided.

RECOMMENDATION

That the City Council provide direction to staff regarding a policy for City Council member comments at Planning Commission meetings and direct staff to update the City Council procedures accordingly.

ATTACHMENT

Attachment 1 – Memo from City Attorney Steve McEwen



TO: Honorable Mayor and Members of the City Council **CC:** Marc Bierdzinski, City Manager

FROM: Stephen A. McEwen, City Attorney

DATE: March 3, 2015

RE: Council Members Speaking at Planning Commission Meetings

The purpose of this memo is to examine the potential consequences of City Council members speaking before the Planning Commission regarding projects that the Planning Commission is considering. Although there is well established case law affirming the rights of elected officials to take public positions on pending issues and projects, recent cases have blurred the line between prehearing statements that are considered acceptable and those that create a common law conflict of interest that requires recusal. As will be set forth below, the best course of action will be to avoid speaking at Planning Commission meetings in favor of or in opposition to particular projects.

Due process principles apply in proceedings that involve the determination and application of facts peculiar to an individual case or project, as opposed to the adoption of rules of general application. (*Nasha L.L.C. v. City of Los Angeles* (2004) 125 Cal.App.4th 470, 482.) Due process in such adjudicatory settings requires that the hearing be conducted “before a reasonably impartial, noninvolved review.” (*Gai v. City of Selma* (1998) 68 Cal.App.4th 213, 219.) In order for a party to prevail on a claim of bias, that party must establish “an unacceptable probability of actual bias.” (*Breakzone Billiards v. City of Torrance* (2000) 81 Cal.App.4th 1205, 1236.) The party seeking to show bias or prejudice is required to prove such “with concrete facts: bias and prejudice are never implied and must be established by clear averments.” (*Id.* at 1237.)

Traditionally, the courts have held that mere evidence of prejudgment is not sufficient to establish bias. In *City of Fairfield v. Superior Court* (1975) 14 Cal.3d 768, the California Supreme Court examined a city council’s denial of an application for a development permit for a shopping center. Plaintiff’s claimed that they had not been given a fair hearing because two city council members had publicly expressed their opposition to the permit, one of them expressing his views on two occasions to the planning commission. The court rejected plaintiff’s contention and found that even if it could be proved that the city councilmembers made prehearing statements in opposition to the application, such proof would not serve to disqualify them and such evidence would be inadmissible as irrelevant. (*Id.* at p. 782.) According to the court, the council’s decision on the location and size of a shopping center raised important matters of concern to the community and a councilmember has a right to state his views on matters of public importance. (*Id.*)

Likewise, in *Stubblefield Constr. Co. v. City of San Bernardino* (1995) 32 Cal.App.4th 687, the Court of Appeal found no denial of a fair hearing even though one council member sponsored numerous procedural and substantive ordinances designed to stop and delay the project. In *Kleitman v. Superior Court*, (1999) 74 Cal.App.4th 324, 335-36, the Court of Appeal held that the subjective motives or mental processes of city council members are subject to the legislative privilege and thus a showing of individual bias based upon prior statements is irrelevant. Finally, in 78 Ops. Cal. Atty. Gen. 77 (1995), the Attorney General opined that a council member who signs a petition opposing a land use project is not disqualified from participating in the council proceedings regarding that project.

These authorities suggest that prehearing statements regarding a particular project are not enough by themselves to create a conflict of interest sufficient to require recusal of a council member. However, more recent decisions appear to take the view that prejudgment is the standard for evaluating bias. In *Nasha v. City of Los Angeles* (2004) 125 Cal.App.4th 470, the court found an unacceptable probability of bias by a planning commissioner because he had authored an HOA newsletter article that advocated against a project that was pending before the Planning Commission. He also failed to disclose that he had written the article and essentially lied about having any previous interactions with the opponents. The court of appeal, however, concluded that the commissioner's "authorship of the newsletter article, *standing alone*, is sufficient to give rise to an unacceptable probability of actual bias." (*Id.* at p. 484, fn. 9 [italics added].)

In *Woody's Group, Inc. v. City of Newport Beach* (2015) 2015 Daily Journal D.A.R. 1285, the court of appeal found that a council member was biased against a particular conditional use permit because (1) he personally appealed to the city council the planning commission's decision to grant the CUP, (2) his notice of appeal contained a statement that he "strongly believed" that the CUP was contrary to the residential character of the neighborhood, and (3) he read a lengthy, prepared speech during the council meeting explaining his opposition to the CUP. The court of appeal concluded that these facts demonstrated an unacceptable probability of bias and therefore required the council member's recusal.

In light of *Nasha* and *Woody's*, statements by a council member at a Planning Commission meeting regarding a matter presently before the Planning Commission could form the basis for a bias claim and should be avoided as a general rule. Statements at a Planning Commission may very well be seen differently than other types of prehearing statements because they not only would be evidence of prejudgment, but could also be construed as attempting to control a lower body's decision making. It would be easy for a party to characterize such statements as advocacy. A council member who takes an advocacy position on a particular project, as opposed to advocacy of general public policies, may be seen incapable of judging an issue fairly and with an open mind. That is clearly what happened in *Nasha* and

Woody's. Furthermore, because such statements would be on the record, they would be admissible in subsequent court proceedings and would likely constitute the concrete evidence necessary for a bias claim.

Accordingly, Council Members should avoid speaking at Planning Commission meetings regarding pending land use projects or approvals. When it comes to land use projects and approvals, Council Members can take positions, but they should be careful to maintain an open mind and to make it clear to the public that they are doing so. If there are any questions regarding prehearing statements on a particular project, please let me know.