



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of August 14, 2014 at 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

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

CALL TO ORDER

Mayor John Connolly

PLEDGE OF ALLEGIANCE

Council Member Ed Andrisek

ROLL CALL

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

REORDERING OF AGENDA

PUBLIC COMMENTS

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

CONSENT CALENDAR

(ACTION)

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 Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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

- 1. Minutes of July 24, 2014 City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2014-15**
- 3. Central Coast Collaborative on Homelessness - Determination of Fiscal Year 2014-15 Funding**
❖ (Staff Contact: Finance Director Carolyn Galloway-Cooper)
- 4. Cost of Living Increase for City Attorney Pursuant to Current Contract**
❖ (Staff Contact: City Manager Marc Bierdzinski)

5. **Award of Contract for 2013/14 Road Maintenance Project**
❖ *(Staff Contact: Public Works Director Rose Hess)*
6. **Consideration of Amended Contract with Wallace Group for Fats/Oils/Grease (FOG), Sanitary Sewer Management Plan (SSMP), and Industrial Discharge (ID) Programs Implementation**
❖ *(Staff Contact: Public Works Director Rose Hess)*
7. **Consideration of Amended Contract with Autosys for SCADA/Instrumentation/Electrical Technician Services**
❖ *(Staff Contact: Public Works Director Rose Hess)*
8. **Revenue and Expenditure Reports through June 30, 2014**
❖ *(Staff Contact: Finance Director Carolyn Galloway-Cooper)*
9. **Authorization for City Manager to Send Correspondence to Albertsons Regarding Vehicular Opening at Town Center West and East**
❖ *(Staff Contact: City Manager Marc Bierdzinski)*

PRESENTATIONS

PUBLIC HEARINGS

COUNCIL MEMBER COMMENTS

COUNCIL ITEMS

WRITTEN COMMUNICATIONS

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

COMMITTEE REPORTS

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

BUSINESS ITEMS

(POSSIBLE ACTION)

10. **Discussion Regarding Homeless Population in Buellton**
❖ *(Staff Contact: City Manager Marc Bierdzinski)*
11. **Resolution No. 14-19 - "A Resolution of the City Council of the City of Buellton, California, Declaring Stage Two Water Conservation Requirement Pursuant to the State Water Resource Control Board Regulations on the Delivery and Consumption of Water for Public Use"**
❖ *(Staff Contact: Public Works Director Rose Hess)*
12. **Discussion Regarding Potential Speed Survey on McMurray Road**
❖ *(Staff Contact: Public Works Director Rose Hess)*

CITY MANAGER’S REPORT

CLOSED SESSION ITEMS

(POSSIBLE ACTION)

- 13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
(Government Code Section 54956.8)
Property: APN No. 099-670-005/Negotiator: City Manager, Marc Bierdzinski
Parties: City of Buellton/Willemsen Liv Tr, Jake & Jeannette Willemsen Trustees
Purpose: Possible Acquisition Terms and Price

- 14. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
California Government Code Section 54956.9(d)(1)
City of Buellton, et al. vs. Ana J. Matosanto, et al.
Sacramento Superior Court Case No. 34-2013-80001468-CU-WM-GDS

ADJOURNMENT

The next meeting of the City Council will be held on Thursday, August 28, 2014 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of July 10, 2014

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Council Member Judith Dale led the Pledge of Allegiance

ROLL CALL

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

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

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Lew Adkins, Buellton, discussed the sidewalk improvements on East Highway 246 and requested that the existing asphalt be smoothed out and the holes be filled.

Jody Knoell, Buellton Chamber of Commerce, spoke about the sidewalk improvements on East Highway 246 and requested that the City do something to even out the sidewalk surface.

Barbara Mitchell, Buellton, discussed her concern regarding the homeless population living in Buellton's river bed area and asked the Council to address the issue.

City Manager Bierdzinski introduced Nick Marinello with the Santa Ynez Valley News and stated he has replaced Julian Ramos and will be reporting on Buellton.

CONSENT CALENDAR

1. **Minutes of June 26, 2014 Regular City Council Meeting**
2. **Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
3. **Designation of Voting Delegate and Alternate for 2014 League of California Cities Annual Conference Business Meeting**
4. **Extension of Contract with ValleyCrest for Landscape Maintenance Services**
5. **Rejection of Bid for 2013/14 Road Maintenance Project**
6. **Van Rental Agreement Between the Cities of Buellton and Solvang and the Buellton Union School District**

Correspondence from Larry Bishop, Buellton, regarding Item No. 4 was received, distributed, and made part of the record.

Council Member Dale requested that Item No. 4 be pulled for discussion.

MOTION:

Motion by Council Member Dale, seconded by Council Member Andrisek, approving Consent Calendar Items 1, 2, 3, 5 and 6 as listed.

VOTE:

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

Public Works Director Hess recommended that the contract with ValleyCrest be extended for six months, and month to month thereafter to allow time to prepare a request for proposals for landscape maintenance services.

Larry Bishop, Buellton, discussed the landscape maintenance contract with ValleyCrest.

MOTION:

Motion by Vice Mayor Elovitz, seconded by Council Member Sierra, extending the contract with ValleyCrest for six months, and month to month thereafter to allow time to prepare a request for proposals for landscape maintenance services.

VOTE:

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

PRESENTATIONS

None

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS

Council Member Sierra stated there is a smart phone app that allows citizens to take photos of items that need repair throughout the City, which would be sent directly to City staff. Ms. Sierra requested that staff look into this issue in the future.

COUNCIL ITEMS

Council Member Dale requested that staff look into what can be done regarding the asphalt sidewalk on East Highway 246. Public Works Director Hess stated that staff will try to schedule a meeting between Caltrans and Buellton residents at the sidewalk location.

City Manager Bierdzinski announced that staff has agendized discussion of the homeless population living in the river bed at the August 14 City Council meeting.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Council Member Sierra stated she attended the Santa Barbara County Association of Governments (SBCAG) meeting and provided an oral report regarding the meeting.

Council Member Sierra stated she attended the Chamber of Commerce Board meeting and provided an oral report regarding the meeting.

Council Member Andrisek announced that he will be attending the California Joint Powers Insurance Authority (CJPIA) annual board meeting in La Palma next week.

BUSINESS ITEMS

7. Village Specific Plan – Utility Poles on Eastern Property Boundary

RECOMMENDATION:

That the City Council direct staff on how to proceed regarding undergrounding the utility poles on the eastern property boundary of the Village Specific Plan.

STAFF REPORT:

City Manager Bierdzinski presented the staff report.

SPEAKERS/DISCUSSION:

Several residents spoke in support of undergrounding the utility lines on the eastern property boundary of the Village Specific Plan.

Speakers included: Gayle Mercado, Willie Jones, Larry Rankin. Mr. Rankin also spoke on behalf of other residents who could not attend the meeting, including: Sven Persson, Martha Persson, and Katherine Shaw and submitted their letters for the record.

John Franklin, representing Village Properties LLC, discussed undergrounding the utility lines on the eastern property boundary of the Village Specific Plan.

The City Council discussed the following issues:

- Methods to accomplish the undergrounding of the utility poles in the area
- Legal analysis from the City Attorney regarding undergrounding the utility poles
- Working with PG&E to determine whether the power lines can be put on the adjoining new wall
- That the City fund the mainline utility line undergrounding but the homeowners pay for the laterals to their homes
- How an assessment district could work to pay for the utility undergrounding
- Not delaying the Village project

DOCUMENTS:

Staff report with attachments as listed in the staff report.

DIRECTION:

The City Council agreed by consensus for staff to work with PG&E to determine costs associated with undergrounding the utility mainline and lateral services and bring that information back for Council discussion.

8. Consideration of Agreement for Pilot Renewable Energy Project at the Waste Water Treatment Plant (WWTP)

RECOMMENDATION:

That the City Council approve the Agreement with Endelos Energy, Inc. for the Pilot Renewable Energy Project and authorize the City Manager and City Attorney to execute the contract.

STAFF REPORT:

Public Works Director Hess presented the staff report.

SPEAKERS/DISCUSSION:

Ron Anderson, President of the Buellton Chamber of Commerce, spoke in support of the pilot renewable energy project at the WWTP.

The City Council discussed how this project would benefit the City of Buellton by providing free electricity at the WWTP and having this local energy company doing business in Buellton.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sierra, seconded by Mayor Connolly, approving the Agreement with Endelos Energy, Inc. for the Pilot Renewable Energy Project and authorizing the City Manager and City Attorney to execute the contract.

VOTE:

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

9. Award of Contract for Software Implementation Services**RECOMMENDATION:**

That the City Council direct the City Manager to execute a contract with Tyler Technologies for software implementation services.

STAFF REPORT:

Finance Director Galloway-Cooper presented the staff report.

DISCUSSION:

The City Council discussed the services of Tyler Technologies and a new server for City Hall.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

ITEM CONTINUED:

Finance Director Galloway-Cooper announced that staff is still negotiating contract details with Tyler Technologies and this item will be brought back for contract approval on August 14.

10. Resolution No. 14-18 – “A Resolution of the City Council of the City of Buellton, California, Regarding School Traffic Safety Improvements at Oak Valley Elementary School”**RECOMMENDATION:**

That the City Council adopt Resolution No. 14-18 and authorize staff to implement the recommendations.

STAFF REPORT:

Public Works Director Hess presented the staff report.

DISCUSSION:

Correspondence from Larry Bishop, Buellton, regarding Item No. 10 was received, distributed, and made part of the record.

The City Council discussed the following issues:

- Safety concerns regarding the crosswalk at Via Corona and Tamarind
- Installation of a stop sign at Sycamore and Via Corona

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sierra, seconded by Council Member Andrisek, adopting Resolution No. 14-18 “A Resolution of the City Council of the City of Buellton, California, Regarding School Traffic Safety Improvements at Oak Valley Elementary School” and not install the crosswalk on Via Corona at Tamarind

VOTE:

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

CITY MANAGER’S REPORT

City Manager Bierdzinski provided an informational report for the record.

CLOSED SESSION ITEMS

11. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

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

Negotiator: City Manager Marc Bierdzinski

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

Purpose: Possible Acquisition Terms and Price

No closed session was held.

ADJOURNMENT

Mayor Connolly adjourned the regular meeting at 8:10 p.m. The next regular meeting of the City Council will be held on Thursday, August 14, 2014 at 6:00 p.m.

John Connolly
Mayor

ATTEST:

Linda Reid
City Clerk

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

The following is a list of claims to be ratified and approved for payment by the City Council at the **August 14, 2014** Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		<u>\$ 445,466.29</u>
EXHIBIT B		<u>\$ 123,231.91</u>
Other Pay	7/9/14	\$ 1,133.55
PAYROLL	7/15/14	\$ 39,250.55
Other Pay	7/23/14	\$ 507.81
Council Pay	7/25/14	\$ 2,290.76
PAYROLL	7/31/14	\$ 39,364.53
Other Pay	8/5/14	<u>\$ 183.05</u>
TOTAL AMOUNT OF CLAIMS:		<u><u>\$ 651,428.45</u></u>

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

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-000-2306-000	Long-Term Care Deduction				
	22522 7/1/14 - 7/15/14 - M. Bierdzin	90	Ca1PERS LONG-TERM CARE PROGRAM		
		1		Paid	84.25
	22586 7/16/14 - 7/31/14 - M. Bierdzi	90	Ca1PERS LONG-TERM CARE PROGRAM		
		1		Paid	84.25
A001-000-2306-000	Long-Term Care Deduction		*** Account total ***		168.50
A001-169-1201-000	Pre-Paid Expense				
	22628 7/1/14 - 7/1/17 Pollution Liab	72	CA JOINT POWERS INS AUTHORITY		
		2		Paid	1,992.00
A001-169-1201-000	Pre-Paid Expense		*** Account total ***		1,992.00
A001-202-2002-000	Sales & Use Tax Payable				
	22448 6/14 Rite-On Tabs	283	LAWTON PRINTING, INC		
		2		Paid	-5.60
	22639 Thru 6/30/14 - R. Hess	193	FIRST NATIONAL BANK OF OMAHA		
		1		Paid	-16.32
A001-202-2002-000	Sales & Use Tax Payable		*** Account total ***		-21.92
A001-202-2003-000	SYVTBID Payable				
	22548 5/14 SYVTBID Fees	101	CITY OF SOLVANG		
		1		Paid	19,768.00
A001-202-2003-000	SYVTBID Payable		*** Account total ***		19,768.00
A001-216-2816-000	Special Event Deposit				
	22436 6/14 Refund Staff hrs-Simply A	0	MARK NABARRO		
		1		Paid	144.00
A001-216-2816-000	Special Event Deposit		*** Account total ***		144.00
A001-216-2825-000	Developer Deposit				
	22433 6/14 P1ng - Hampton Inn Cust #	835	METRO VENTURES LTD		
		1		Paid	300.00
	22434 6/14 P1ng - Live Oak Lanes Cst	835	METRO VENTURES LTD		
		1		Paid	150.00
	22504 6/14 Live Oak Lanes Cust #125	65	BURKE, WILLIAMS & SORENSEN, LL		
		1		Paid	441.00
	22505 6/14 Village Senior Apts Cust	65	BURKE, WILLIAMS & SORENSEN, LL		
		1		Paid	31.85
	22545 5/17-7/11/14 - Live Oak Lanes-	819	JOHN F. RICKENBACH		
		1		Paid	2,970.00
	22573 6/14 - Crossroads Ctr - Cust #	326	MNS ENGINEERS, INC.		
		1		Paid	7,380.00
	22574 6/14 - Park at the Villg - Cus	326	MNS ENGINEERS, INC.		
		1		Paid	275.00
	22575 6/14 - Flying Flags Expansion	326	MNS ENGINEERS, INC.		
		1		Paid	1,485.00
	22576 6/14 - Village 13-LLA-03 Cust	326	MNS ENGINEERS, INC.		
		1		Paid	350.00
A001-216-2825-000	Developer Deposit		*** Account total ***		13,382.85

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-401-5101-000 - Medical Benefit				
22510 8/14 Dental/Vision Premiums	820	ACWA/JPIA		
	1		Paid	475.30
22555 6/14 FSA Fees	782	WAGE WORKS		
	1		Paid	8.08
A001-401-5101-000 - Medical Benefit		*** Account total ***		483.38
A001-401-5402-000 - Travel & Training				
22444 5/17/14 Reimb Mileage/Meal	629	ED ANDRISEK		
	1		Paid	40.43
22445 6/16/14 - Reimb Mileage	629	ED ANDRISEK		
	1		Paid	50.96
22446 6/21/14 - Reimb Mileage	629	ED ANDRISEK		
	1		Paid	37.52
22648 Thru 7/18/14 - J. Dale	193	FIRST NATIONAL BANK OF OMAHA		
	1		Paid	625.00
A001-401-5402-000 - Travel & Training		*** Account total ***		753.91
A001-401-6301-000 - Miscellaneous				
22638 Thru 6/30/14 - L. Reid	193	FIRST NATIONAL BANK OF OMAHA		
	3		Paid	65.88
22643 Thru 7/18/14 - L. Reid	193	FIRST NATIONAL BANK OF OMAHA		
	3		Paid	202.13
A001-401-6301-000 - Miscellaneous		*** Account total ***		268.01
A001-402-5101-000 - Medical Benefit				
22510 8/14 Dental/Vision Premiums	820	ACWA/JPIA		
	2		Paid	93.84
A001-402-5101-000 - Medical Benefit		*** Account total ***		93.84
A001-402-5402-000 - Travel & Training				
22643 Thru 7/18/14 - L. Reid	193	FIRST NATIONAL BANK OF OMAHA		
	2		Paid	65.03
A001-402-5402-000 - Travel & Training		*** Account total ***		65.03
A001-402-6301-000 - Miscellaneous				
22638 Thru 6/30/14 - L. Reid	193	FIRST NATIONAL BANK OF OMAHA		
	1		Paid	52.32
A001-402-6301-000 - Miscellaneous		*** Account total ***		52.32
A001-403-5101-000 - Medical Benefit				
22510 8/14 Dental/Vision Premiums	820	ACWA/JPIA		
	3		Paid	56.31
22555 6/14 FSA Fees	782	WAGE WORKS		
	2		Paid	8.08
A001-403-5101-000 - Medical Benefit		*** Account total ***		64.39
A001-403-5301-000 - Office Supplies				
22453 6/11/14 Supplies #7001272191	469	STAPLES CONTRACT & COMMERCIAL,		
	1		Paid	18.66
A001-403-5301-000 - Office Supplies		*** Account total ***		18.66

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-403-5306-000 - Advertising - Legal	22618	7/14 Legal Notice		
	285	SANTA MARIA TIMES dba		
	1		Paid	187.97
A001-403-5306-000 - Advertising - Legal		*** Account total ***		187.97
A001-403-5401-000 - Membership & Publications	22638	Thru 6/30/14 - L. Reid		
	193	FIRST NATIONAL BANK OF OMAHA		
	2		Paid	145.00
A001-403-5401-000 - Membership & Publications		*** Account total ***		145.00
A001-404-6204-000 - Contract Services-Legal Fees	22503	6/14 Retainer		
	65	BURKE, WILLIAMS & SORENSEN, LL		
	1		Paid	9,602.90
	22506	6/14 Dept of Finance Lawsuit		
	65	BURKE, WILLIAMS & SORENSEN, LL		
	1		Paid	320.50
A001-404-6204-000 - Contract Services-Legal Fees		*** Account total ***		9,923.40
A001-410-5201-000 - Insurance - Liability	22511	1/14 to 1/15 Arts on the Ave P		
	168	ALLIANT INSURANCE		
	1		Paid	456.00
A001-410-5201-000 - Insurance - Liability		*** Account total ***		456.00
A001-410-5202-000 - Insurance - Property	22628	7/1/14 - 7/1/17 Pollution Liab		
	72	CA JOINT POWERS INS AUTHORITY		
	1		Paid	996.00
	22630	FY 14/15 All Risk Prop Ins Prg		
	72	CA JOINT POWERS INS AUTHORITY		
	1		Paid	3,166.00
A001-410-5202-000 - Insurance - Property		*** Account total ***		4,162.00
A001-410-5301-000 - Office Supplies	22438	6/14/14 Lost Box CM#7001281400		
	469	STAPLES CONTRACT & COMMERCIAL,		
	2		Paid	-33.03
	22440	6/14 - Copies Used - Linda		
	118	COASTAL COPY, LP		
	1		Paid	36.69
	22442	6/14 - Copies Used CH/Kal		
	118	COASTAL COPY, LP		
	1		Paid	572.59
	22448	6/14 Rite-On Tabs		
	283	LAWTON PRINTING, INC		
	1		Paid	85.60
	22453	6/11/14 Supplies #7001272191		
	469	STAPLES CONTRACT & COMMERCIAL,		
	2		Paid	90.34
	22454	6/16/14 Supplies #7001281439		
	469	STAPLES CONTRACT & COMMERCIAL,		
	2		Paid	33.03
	22455	6/23/14 Supplies #7001292356		
	469	STAPLES CONTRACT & COMMERCIAL,		
	2		Paid	96.22
	22456	6/23/14 Supplies #7001292358		
	469	STAPLES CONTRACT & COMMERCIAL,		
	1		Paid	16.18
	22587	7/15/14 Supplies #7001324843		
	469	STAPLES CONTRACT & COMMERCIAL,		
	1		Paid	57.02
	22610	7/14 Supplies #7001309185		
	469	STAPLES CONTRACT & COMMERCIAL,		
	2		Paid	85.93

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-410-5301-000 - Office Supplies			
22616 7/14 Envelopes - COB	545 KROS ANDRADE dba 1	Paid	381.87
22617 7/11/14 - Supplies #7001318914	469 STAPLES CONTRACT & COMMERCIAL, 1	Paid	119.70
	*** Account total ***		1,542.14
A001-410-5305-000 - Equipment Rental			
22612 7/14 CH Copier Lease	713 COASTAL COPY, LP 1	Paid	484.92
	*** Account total ***		484.92
A001-410-5602-000 - Internet Access/ Website Maint			
22463 3/14 - 6/14 Website Updates	353 MICHAEL J. BOGGESS dba 1	Paid	160.00
22523 6/19/14 to 7/18/14 Summary Bill	555 VERIZON CALIFORNIA 1	Paid	169.98
	*** Account total ***		329.98
A001-410-5603-000 - Computer Maintenance & Software			
22613 7/14 Annual Update Barracuda	655 COAST NETWORK, INC., 1	Paid	449.00
22647 Thru 7/18/14 - M. Bierzinski	193 FIRST NATIONAL BANK OF OMAHA 2	Paid	100.00
	*** Account total ***		549.00
A001-410-5701-000 - Telephone			
22523 6/19/14 to 7/18/14 Summary Bill	555 VERIZON CALIFORNIA 2	Paid	333.18
	*** Account total ***		333.18
A001-410-5702-000 - Utilities - Gas			
22457 5/29/14 - 6/27/14 CH Gas Chgs	507 THE GAS COMPANY 1	Paid	24.19
	*** Account total ***		24.19
A001-410-5703-000 - Utilities - Electric			
22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E 1	Paid	1,035.29
	*** Account total ***		1,035.29
A001-410-5805-000 - Visitors Bureau			
22547 5/14 TOT Allocation	121 COC/BBA/VISITORS INFORMATION 1	Paid	33,466.10
	*** Account total ***		33,466.10
A001-410-5807-000 - Community Organization Support			
22518 FY 14/15 Grant	496 SYV SENIOR CITIZENS FOUNDATION 1	Paid	50,000.00
22524 FY 14/15 City Contribution	197 FOODBANK OF SB COUNTY 1	Paid	7,700.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-410-5807-000	- Community Organization Support		*** Continued ***		
	22556 FY 13/14 4th Qtr Program Suppo	365	PEOPLE HELPING PEOPLE		
		1		Paid	1,659.69
	22626 FY 14/15 Funding	591	BUELLTON HISTORICAL SOCIETY		
		1		Paid	2,000.00
	22629 FY 14/15 City Contribution	766	SYV FRUIT & VEGETABLE RESCUE		
		1		Paid	4,000.00
A001-410-5807-000	- Community Organization Support		*** Account total ***		65,359.69
A001-410-5808-000	- Misc Recognition Items				
	22500 6/14 Misc Maint Items	110	CVS PHARMACY		
		1		Paid	11.33
A001-410-5808-000	- Misc Recognition Items		*** Account total ***		11.33
A001-410-6006-000	- H/R Expense				
	22466 6/14 Annual Hearing Tests	750	CENTER FOR HEARING HEALTH, INC		
		1		Paid	485.00
	22597 7/14 Random Drug Scrn-Knect/Ab	728	KIMBERLEY LECLAIRE dba		
		1		Paid	138.00
	22598 7/14 - Random Drug Screen - Ab	728	KIMBERLEY LECLAIRE dba		
		1		Paid	69.00
A001-410-6006-000	- H/R Expense		*** Account total ***		692.00
A001-410-6017-000	- Emergency Operations				
	22553 6/14 Satellite Phone Svcs	706	SATCOM GLOBAL, INC.		
		1		Paid	49.46
A001-410-6017-000	- Emergency Operations		*** Account total ***		49.46
A001-410-6301-000	- Miscellaneous				
	22526 FY 14/15 Green Business Prgrm	436	SB CO PUBLIC WORKS DEPARTMENT		
		1		Paid	575.00
	22564 6/14 Credit Card Process Fee	529	TRANSFIRST HEALTH & GOVERNMENT		
		1		Paid	724.15
A001-410-6301-000	- Miscellaneous		*** Account total ***		1,299.15
A001-420-5101-000	- Medical Benefit				
	22510 8/14 Dental/Vision Premiums	820	ACWA/JPIA		
		4		Paid	201.76
	22555 6/14 FSA Fees	782	WAGE WORKS		
		3		Paid	16.15
A001-420-5101-000	- Medical Benefit		*** Account total ***		217.91
A001-420-5301-000	- Office Supplies				
	22439 6/2/14 Supplies #7001257662	469	STAPLES CONTRACT & COMMERCIAL,		
		1		Paid	17.00
	22617 7/11/14 - Supplies #7001318914	469	STAPLES CONTRACT & COMMERCIAL,		
		3		Paid	19.00
A001-420-5301-000	- Office Supplies		*** Account total ***		36.00
A001-420-5402-000	- Travel & Training				
	22643 Thru 7/18/14 - L. Reid	193	FIRST NATIONAL BANK OF OMAHA		
		1		Paid	17.50
A001-420-5402-000	- Travel & Training		*** Account total ***		17.50

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-420-6004-000	- Audit				
	22467 FY 13/14 Interim Audit Service	759	JJACPA, INC.		
		1		Paid	3,610.84
A001-420-6004-000	- Audit		*** Account total ***		3,610.84
A001-501-6201-000	- Contract Services				
	22619 7/14 Overtime Charges	450	SB CO SHERIFF'S DEPARTMENT		
		1		Paid	841.92
A001-501-6201-000	- Contract Services		*** Account total ***		841.92
A001-501-6210-000	- Contract Svcs - Police -CA IGG				
	22491 6/14 Motorcycle maint #5520	450	SB CO SHERIFF'S DEPARTMENT		
		1		Paid	830.28
A001-501-6210-000	- Contract Svcs - Police -CA IGG		*** Account total ***		830.28
A001-510-5702-000	- Utilities - Gas				
	22458 5/29/14 - 6/27/14 Lib/CC Gas C	507	THE GAS COMPANY		
		1		Paid	16.50
A001-510-5702-000	- Utilities - Gas		*** Account total ***		16.50
A001-510-5703-000	- Utilities - Electric				
	22546 6/6/14 - 7/7/14 Invoice Alloca	352	P G & E		
		2		Paid	371.18
		3		Paid	427.06
A001-510-5703-000	- Utilities - Electric		*** Account total ***		798.24
A001-511-5101-000	- Medical Benefit				
	22510 8/14 Dental/Vision Premiums	820	ACWA/JPIA		
		5		Paid	357.59
	22555 6/14 FSA Fees	782	WAGE WORKS		
		4		Paid	16.15
A001-511-5101-000	- Medical Benefit		*** Account total ***		373.74
A001-511-5301-000	- Office Supplies				
	22439 6/2/14 Supplies #7001257662	469	STAPLES CONTRACT & COMMERCIAL,		
		4		Paid	24.83
	22441 6/14 - Copies Used - Rec Ctr	118	COASTAL COPY, LP		
		1		Paid	148.22
	22453 6/11/14 Supplies #7001272191	469	STAPLES CONTRACT & COMMERCIAL,		
		4		Paid	81.62
A001-511-5301-000	- Office Supplies		*** Account total ***		254.67
A001-511-5306-000	- Advertising				
	22554 6/14 Rec Ctr Ads	280	LEE CENTRAL COAST NEWSPAPERS		
		1		Paid	489.30
A001-511-5306-000	- Advertising		*** Account total ***		489.30
A001-511-5506-000	- Fuel-Vehicles				
	22486 6/14 Fuel Charges	768	WEX BANK		
		4		Paid	452.39
A001-511-5506-000	- Fuel-Vehicles		*** Account total ***		452.39

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-511-5507-000	Maintenance-Vehicles			
	22525 7/14 - Diagnostic on Bus Oxygn	830 MATT SATTERTHWAITE dba 1	Paid	213.73
A001-511-5507-000	Maintenance-Vehicles	*** Account total ***		213.73
A001-511-5509-000	Maintenance/Repair			
	22464 6/14 Rec Ctr - Janitorial Supp	426 SAN LUIS PAPER CO. 1	Paid	37.80
	22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY 9	Paid	17.63
	22562 6/14 - Shelves/Boxes/Supplies	813 HOME DEPOT CREDIT SERVICES 1	Paid	275.90
	22627 7/14 - Bike parts	95 JOHN BARNETTE dba 1	Paid	213.29
A001-511-5509-000	Maintenance/Repair	*** Account total ***		544.62
A001-511-5701-000	Telephone/Internet			
	22447 5/26/14 - 6/25/14 Abello Cell	473 SPRINT SPECTRUM, L.P. dba 1	Paid	33.97
	22520 6/25/14 - 7/24/14 Phone/Int-Re	122 COMCAST CABLE 1	Paid	163.94
A001-511-5701-000	Telephone/Internet	*** Account total ***		197.91
A001-511-5801-000	Buellton Recreation Program			
	22438 6/14/14 Lost Box CM#7001281400	469 STAPLES CONTRACT & COMMERCIAL, 3	Paid	-87.88
	22453 6/11/14 Supplies #7001272191	469 STAPLES CONTRACT & COMMERCIAL, 5	Paid	889.44
	22454 6/16/14 Supplies #7001281439	469 STAPLES CONTRACT & COMMERCIAL, 3	Paid	87.88
	22462 6/14 Misc Maint Items	387 ALBERTSONS, LLC, 1	Paid	79.89
	22465 6/14 Rimb for SC Lompoc Pool	587 KYLE ABELLO 1	Paid	55.00
	22599 6/18/14 - 7/16/14 Violin/Music	11169 DIANE BYINGTON dba 1 2	Paid Paid	70.00 140.00
	22600 6/21/14 - 7/18/14 - Pilates/Zu	11170 DONELLE MARTIN 1	Paid	400.00
	22601 6/19/14 - 7/16/14 - Boxing	11130 VICTOR M. CONTRERAS 1	Paid	56.00
	22602 6/19/14 - 7/16/14 - Zumba/Kick	11244 HERMILA SANCHEZ 1	Paid	220.50
	22603 6/19/14 - 7/18/14 - Cycle Trng	11105 ADRIENNE WALTER 1	Paid	72.00
	22604 6/21/14 - 7/18/14 - Cycle Trng	11321 LAURA COGAN 1	Paid	120.00
	22605 6/19/14 - 7/16/14 - Dance Clas	11304 KEITH MARSHALL 1	Paid	3.50
	22606 6/19/14 - 7/16/14 - Flamenco	11336 LAURA GARCIA dba 1	Paid	192.50

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-511-5801-000	Buellton Recreation Program		*** Continued ***		
	22607 6/19/14 - 7/18/14 - Yoga Class	11343	MARIANNE MADSEN 1	Paid	288.00
	22608 6/19/14 - 7/16/14 - Tai Chi Re	11476	STEPHEN F. DUNLAP 1	Paid	252.00
	22609 6/19/14 - 7/16/14 - Kundalini	11300	KAREN PALMER 1	Paid	17.50
	22632 7/14 - Aprons Emb w/ Names	461	BRIAN HUTCHINSON dba 1	Paid	16.20
	22640 Thru 6/30/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA 2	Paid	465.00
	22641 Thru 6/30/14 - P. Smith	193	FIRST NATIONAL BANK OF OMAHA 1	Paid	18.00
	22642 Thru 6/30/14 - B. Knecht	193	FIRST NATIONAL BANK OF OMAHA 1	Paid	5.99
	22645 Thru 7/18/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA 2	Paid	1,792.08
	22646 Thru 7/18/14 - B. Knecht	193	FIRST NATIONAL BANK OF OMAHA 1	Paid	58.42
A001-511-5801-000	Buellton Recreation Program		*** Account total ***		5,212.02
A001-511-5801-001	Recreation Program 50/50				
	22462 6/14 Misc Maint Items	387	ALBERTSONS, LLC. 2	Paid	70.06
	22465 6/14 Rimb for SC Lompoc Pool	587	KYLE ABELLO 2	Paid	55.00
	22486 6/14 Fuel Charges	768	WEX BANK 5	Paid	343.30
	22640 Thru 6/30/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA 1	Paid	465.00
	22641 Thru 6/30/14 - P. Smith	193	FIRST NATIONAL BANK OF OMAHA 2	Paid	18.00
A001-511-5801-001	Recreation Program 50/50		*** Account total ***		951.36
A001-511-5802-000	Buellton Rec Program Trips				
	22499 6/14 Misc. Maint/Repair Items	438	SANTA YNEZ VALLEY HARDWARE 4	Paid	33.58
	22512 7/5 - 7/7/14 Arts on the Ave-T	310	MARBORG INDUSTRIES 1	Paid	250.00
	22513 7/5/14-Arts on the Ave - Band	0	CHARLIE UHRIG 1	Paid	200.00
	22577 7/3 - 7/5/14 Rntls for Ave of	755	SYV ELITE EVENT PARTY RENTALS, 1	Paid	474.42
	22640 Thru 6/30/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA 3	Paid	926.64
	22642 Thru 6/30/14 - B. Knecht	193	FIRST NATIONAL BANK OF OMAHA 2	Paid	783.25
	22645 Thru 7/18/14 - K. Abello	193	FIRST NATIONAL BANK OF OMAHA 3	Paid	205.00
	22646 Thru 7/18/14 - B. Knecht	193	FIRST NATIONAL BANK OF OMAHA 2	Paid	640.70
A001-511-5802-000	Buellton Rec Program Trips		*** Account total ***		3,513.59

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-511-6201-000	- Contract Services			
	22578 7/14 Rec Ctr - Gym Janitorial	395 JOSE RAFAEL RUIZ dba 1	Paid	2,235.00
	22645 Thru 7/18/14 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	57.47
A001-511-6201-000	- Contract Services	*** Account total ***		2,292.47
A001-550-5703-000	- Utilities - Electric			
	22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E 4	Paid	4,568.24
A001-550-5703-000	- Utilities - Electric	*** Account total ***		4,568.24
A001-551-5509-000	- Maintenance & Repair			
	22499 6/14 Misc. Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 1	Paid	27.72
A001-551-5509-000	- Maintenance & Repair	*** Account total ***		27.72
A001-551-6201-000	- Contract Services			
	22566 6/14 - City Storm Water Mgmt	326 MNS ENGINEERS, INC. 1	Paid	12,225.00
A001-551-6201-000	- Contract Services	*** Account total ***		12,225.00
A001-552-5501-000	- Operational Supplies			
	22499 6/14 Misc. Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 2	Paid	84.19
	22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY 1	Paid	10.42
A001-552-5501-000	- Operational Supplies	*** Account total ***		94.61
A001-552-5509-001	- Maintenance/Repair-Riverview			
	22493 6/14 Misc Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC 1	Paid	27.57
	22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY 2	Paid	134.32
	22624 7/14 - Sidewalk Tile Rpr-RVP	342 NIELSEN BUILDING MATERIALS, INC 1	Paid	48.36
	22625 7/14 - Grout/Sidewalk Rpr-RVP	342 NIELSEN BUILDING MATERIALS, INC 1	Paid	24.91
	22634 6/14 - Repair/Replace - RV Par	76 CAL-COAST IRRIGATION, INC. 1	Paid	50.72
	22637 7/14 - Grout Tile Rpr - RV Par	0 SANTA YNEZ STONE & TOPSOIL 1	Paid	30.24
A001-552-5509-001	- Maintenance/Repair-Riverview	*** Account total ***		316.12
A001-552-5509-002	- Maintenance/Repair-Oak Park			
	22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY 3	Paid	109.59
A001-552-5509-002	- Maintenance/Repair-Oak Park	*** Account total ***		109.59
A001-552-5509-003	- Maintenance/Repair-Golf Course			
	22549 6/14 - Golf Course Pumping	789 COUNTY SANITATION COMPANY, INC 1	Paid	9,245.00
A001-552-5509-003	- Maintenance/Repair-Golf Course	*** Account total ***		9,245.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-552-5509-004 - Maintenance/Repair-Paws Park 22516 7/14 - PAWS Park Funding	756 PAWS PARK OF SANTA YNEZ VALLEY 1	Paid	6,300.00
A001-552-5509-004 - Maintenance/Repair-Paws Park	*** Account total ***		6,300.00
A001-552-5703-000 - Utilities - Electric 22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E 10	Paid	78.14
A001-552-5703-000 - Utilities - Electric	*** Account total ***		78.14
A001-552-5704-000 - Utilities - Water 22476 6/14 Irrig-Oak Valley Elem/Par	105 CITY OF BUELLTON 1	Paid	1,849.73
A001-552-5704-000 - Utilities - Water	*** Account total ***		1,849.73
A001-552-6201-000 - Contract Services 22496 6/14 - Pest Control Various	804 ANIMAL & INSECT PEST MANAGEMEN 1	Paid	149.50
22497 6/14 - Pest Control Various	804 ANIMAL & INSECT PEST MANAGEMEN 1	Paid	149.50
22540 5/14 Turf Renovation - Parks	781 VALLEY CREST LANDSCAPE MAINT, 1	Paid	6,472.00
22620 7/14 Park Restrooms/Fountians	395 JOSE RAFAEL RUIZ dba 1	Paid	1,650.00
22623 7/14 Irrigation Tech	781 VALLEY CREST LANDSCAPE MAINT, 1	Paid	880.00
A001-552-6201-000 - Contract Services	*** Account total ***		9,301.00
A001-552-6508-000 - Equipment 22558 FY 13/14 Lawn Tractor Engine	77 CAL-COAST MACHINERY, INC 1	Paid	4,275.83
A001-552-6508-000 - Equipment	*** Account total ***		4,275.83
A001-556-5509-000 - Maintenance/Repair 22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY 7	Paid	143.87
22543 6/14 Valve Replacement	781 VALLEY CREST LANDSCAPE MAINT, 1	Paid	937.78
A001-556-5509-000 - Maintenance/Repair	*** Account total ***		1,081.65
A001-556-5703-000 - Utilities - Electric 22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E 8	Paid	853.52
A001-556-5703-000 - Utilities - Electric	*** Account total ***		853.52
A001-557-6101-000 - Development Permit Processing 22572 6/14 - Small Permits	326 MNS ENGINEERS, INC. 1	Paid	5,365.00
A001-557-6101-000 - Development Permit Processing	*** Account total ***		5,365.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-557-6507-001 - Improvements-Prop 1B			
22563 6/14 - Jig Saw/Bus Shltr Mtls	813 HOME DEPOT CREDIT SERVICES		
	2	Paid	110.74
A001-557-6507-001 - Improvements-Prop 1B	*** Account total ***		110.74
A001-558-5101-000 - Medical Benefit			
22510 8/14 Dental/Vision Premiums	820 ACWA/JPIA		
	6	Paid	418.93
22555 6/14 FSA Fees	782 WAGE WORKS		
	5	Paid	12.92
A001-558-5101-000 - Medical Benefit	*** Account total ***		431.85
A001-558-5301-000 - Office Supplies			
22439 6/2/14 Supplies #7001257662	469 STAPLES CONTRACT & COMMERCIAL.		
	2	Paid	40.60
22462 6/14 Misc Maint Items	387 ALBERTSONS, LLC.		
	3	Paid	34.90
22470 3/14 Logo Decals	780 JOHN EBRAHIMI dba		
	1	Paid	181.44
22610 7/14 Supplies #7001309185	469 STAPLES CONTRACT & COMMERCIAL.		
	1	Paid	7.11
A001-558-5301-000 - Office Supplies	*** Account total ***		264.05
A001-558-5402-000 - Travel & Training			
22498 6/4 - 6/14 Reimb Meal & Lodgin	268 KEVIN WOLFCAL		
	1	Paid	182.49
22643 Thru 7/18/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA		
	4	Paid	17.58
22644 Thru 7/18/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA		
	1	Paid	35.82
A001-558-5402-000 - Travel & Training	*** Account total ***		235.89
A001-558-5501-000 - Operational Supplies			
22492 6/14 Misc Maint/Repair Items	826 GENUINE PARTS COMPANY - NAPA		
	1	Paid	42.27
22499 6/14 Misc. Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE		
	3	Paid	149.74
22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY		
	4	Paid	65.70
22579 7/14 - Tensioner Bolt - WWTP	839 A-OK MOWER SHOPS INC. dba		
	1	Paid	4.21
22589 7/14 - Hornet killer - Water M	187 FARM SUPPLY COMPANY		
	1	Paid	12.94
A001-558-5501-000 - Operational Supplies	*** Account total ***		274.86
A001-558-5503-000 - Tools			
22563 6/14 - Jig Saw/Bus Shltr Mtls	813 HOME DEPOT CREDIT SERVICES		
	1	Paid	128.52
22580 7/14 Chainsaw parts	839 A-OK MOWER SHOPS INC. dba		
	1	Paid	15.68

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-558-5503-000 - Tools		*** Continued ***		
	22636 7/14 - CHAINSAW SHARPEN/RPR	0 SOLVANG MOWER		
		1	Paid	50.50
A001-558-5503-000 - Tools		*** Account total ***		194.70
A001-558-5504-000 - Laundry / Uniforms				
	22487 6/14 Jean/Work Pants - Bobby C	187 FARM SUPPLY COMPANY		
		1	Paid	215.73
	22550 FY 13/14 - Uniform Reimb-J. Sa	263 JOHN SANCHEZ		
		1	Paid	79.17
A001-558-5504-000 - Laundry / Uniforms		*** Account total ***		294.90
A001-558-5506-000 - Fuel - Vehicles				
	22486 6/14 Fuel Charges	768 WEX BANK		
		1	Paid	516.16
A001-558-5506-000 - Fuel - Vehicles		*** Account total ***		516.16
A001-558-5507-000 - Maintenance - Vehicles				
	22472 6/26/14 - Fusion Tire Repair	489 STEVE'S WHEEL & TIRE		
		1	Paid	27.16
	22473 6/14 - Flat Tire Repair - Cat	489 STEVE'S WHEEL & TIRE		
		1	Paid	44.66
	22474 6/14 - Service on Backhoe	489 STEVE'S WHEEL & TIRE		
		1	Paid	175.29
	22595 7/14 - 5 gal Gas/Diesel	570 WAYNE KREPS, JR. dba		
		1	Paid	106.89
	22596 7/14 - Random Alcohol Test-Abe	728 KIMBERLEY LECLAIRE dba		
		1	Paid	35.00
A001-558-5507-000 - Maintenance - Vehicles		*** Account total ***		389.00
A001-558-5509-000 - Maintenance / Repair				
	22542 5/14 Accident Rpr/Rplc Tree	781 VALLEY CREST LANDSCAPE MAINT,		
		1	Paid	826.01
	22544 6/14 - Weed abatement RV Park	781 VALLEY CREST LANDSCAPE MAINT,		
		1	Paid	560.00
A001-558-5509-000 - Maintenance / Repair		*** Account total ***		1,386.01
A001-558-5510-000 - Safety Equipment				
	22469 6/14 Reimb - Safety Boots - Ke	268 KEVIN WOLFCAL		
		1	Paid	32.99
	22500 6/14 Misc Maint Items	110 CVS PHARMACY		
		2	Paid	7.01
A001-558-5510-000 - Safety Equipment		*** Account total ***		40.00
A001-558-5511-000 - Signs				
	22479 6/14 - No Parking Signs	681 STATEWIDE SAFETY & SIGNS, INC.		
		1	Paid	840.00
	22490 6/14 - No Parking Sign	551 VALLEY TOOL RENTALS		
		1	Paid	35.64
	22588 7/14 No Parking Signs - POLO	551 VALLEY TOOL RENTALS		
		1	Paid	44.55

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-558-5511-000	- Signs		*** Continued ***		
	22639 Thru 6/30/14 - R. Hess	193	FIRST NATIONAL BANK OF OMAHA		
		2		Paid	220.30
A001-558-5511-000	- Signs		*** Account total ***		1,140.49
A001-558-5701-000	- Telephone				
	22614 7/14 PW/CM Cell Phone Chgs	556	VERIZON WIRELESS		
		1		Paid	401.44
A001-558-5701-000	- Telephone		*** Account total ***		401.44
A001-558-6201-000	- Contract Services				
	22459 6/14 CH Drinking Water	32	NESTLE WATERS NORTH AMERICA db		
		3	Surplus	Paid	39.90
	22460 6/14 Lib/CC Drinking Water	32	NESTLE WATERS NORTH AMERICA db		
		1		Paid	33.75
	22461 6/14 PIng Drinking Water	32	NESTLE WATERS NORTH AMERICA db		
		1		Paid	14.06
	22475 6/14 CH/PIng/CC/Lib Janitorial	142	DANIEL FITZGERALD dba		
		1		Paid	960.00
	22477 6/4/14-Street Sweep Addt'l-Zac	465	SP MAINTENANCE SERVICES, INC.		
		1		Paid	131.25
	22485 6/14 Police Rodent Services	112	CLARK PEST CONTROL		
		1		Paid	92.00
	22495 6/26/14 CH Ant Treatment	112	CLARK PEST CONTROL		
		1		Paid	123.00
	22508 7/14 Rodent Control/Post Offic	669	HYDREX PEST CONTROL		
		1		Paid	105.00
	22515 7/14 Street Sweeping Svcs	465	SP MAINTENANCE SERVICES, INC.		
		1		Paid	2,821.00
	22519 7/14 Svcs - 6/14 Msgs	172	ECHO COMMUNICATIONS		
		1		Paid	21.80
	22552 6/14 Mat & Towel Services	28	ARAMARK UNIFORM SERVICES		
		2	Surplus	Paid	329.52
A001-558-6201-000	- Contract Services		*** Account total ***		4,671.28
A001-558-6508-000	- Equipment				
	22478 6/14 - Traffic Safety Equip	681	STATEWIDE SAFETY & SIGNS, INC.		
		1		Paid	4,471.65
A001-558-6508-000	- Equipment		*** Account total ***		4,471.65
A001-565-5002-000	- Planning Commission Salaries				
	22527 4/14 Planning Commission Mtgs	119	CRAIG ADAMS		
		1		Paid	50.00
	22528 4/14 Planning Commission Mtgs	242	JASON L. FUSSEL		
		1		Paid	50.00
	22529 4/14 Planning Commission Mtgs	303	ART MERCADO		
		1		Paid	50.00
	22530 4/14 Planning Commission Mtgs	787	LISA FIGUEROA		
		1		Paid	50.00
	22531 5/14 Planning Commission Mtgs	119	CRAIG ADAMS		
		1		Paid	50.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-565-5002-000	Planning Commission Salaries		*** Continued ***		
	22532 5/14 Planning Commission Mtgs	303	ART MERCADO 1	Paid	50.00
	22533 5/14 Planning Commission Mtgs	199	FOSTER D. REIF 1	Paid	50.00
	22534 5/14 Planning Commission Mtgs	787	LISA FIGUEROA 1	Paid	50.00
	22535 6/14 Planning Commission Mtgs	119	CRAIG ADAMS 1	Paid	50.00
	22536 6/14 Planning Commission Mtgs	242	JASON L. FUSSEL 1	Paid	50.00
	22537 6/14 Planning Commission Mtgs	303	ART MERCADO 1	Paid	50.00
	22538 6/14 Planning Commission Mtgs	199	FOSTER D. REIF 1	Paid	50.00
	22539 6/14 Planning Commission Mtgs	787	LISA FIGUEROA 1	Paid	50.00
	22581 7/14 Planning Commission Meeti	119	CRAIG ADAMS 1	Paid	50.00
	22582 7/14 Plng Commission Meetings	242	JASON L. FUSSEL 1	Paid	100.00
	22583 7/14 Plng Commission Meetings	303	ART MERCADO 1	Paid	100.00
	22584 7/14 Plng Commission Meetings	199	FOSTER D. REIF 1	Paid	100.00
	22585 7/14 Plng Commission Meetings	787	LISA FIGUEROA 1	Paid	100.00
A001-565-5002-000	Planning Commission Salaries		*** Account total ***		1,100.00
A001-565-5101-000	Medical Benefit				
	22510 8/14 Dental/Vision Premiums	820	ACWA/JPIA 7	Paid	197.19
	22555 6/14 FSA Fees	782	WAGE WORKS 6	Paid	24.24
A001-565-5101-000	Medical Benefit		*** Account total ***		221.43
A001-565-5301-000	Office Supplies				
	22438 6/14/14 Lost Box CM#7001281400	469	STAPLES CONTRACT & COMMERCIAL, 1	Paid	-16.19
	22439 6/2/14 Supplies #7001257662	469	STAPLES CONTRACT & COMMERCIAL, 3	Paid	6.53
	22451 6/11/14 Supplies #7001274157	469	STAPLES CONTRACT & COMMERCIAL, 1	Paid	14.03
	22452 6/11/14 Supplies #7001272194	469	STAPLES CONTRACT & COMMERCIAL, 1	Paid	24.72
	22453 6/11/14 Supplies #7001272191	469	STAPLES CONTRACT & COMMERCIAL, 3	Paid	22.61
	22454 6/16/14 Supplies #7001281439	469	STAPLES CONTRACT & COMMERCIAL, 1	Paid	16.19
	22455 6/23/14 Supplies #7001292356	469	STAPLES CONTRACT & COMMERCIAL, 1	Paid	12.96

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-565-5301-000 - Office Supplies	*** Continued ***		
22617 7/11/14 - Supplies #7001318914	469 STAPLES CONTRACT & COMMERCIAL,		
	2	Paid	106.41
A001-565-5301-000 - Office Supplies	*** Account total ***		187.26
A001-565-5305-000 - Equipment Rental			
22501 6/21/14 - 7/21/14 Ping Copier	744 GE CAPITAL INFO TECH SOLUTIONS		
	1	Paid	500.05
A001-565-5305-000 - Equipment Rental	*** Account total ***		500.05
A001-565-5401-000 - Membership & Publications			
22647 Thru 7/18/14 - M. Bierzinski	193 FIRST NATIONAL BANK OF OMAHA		
	1	Paid	25.00
A001-565-5401-000 - Membership & Publications	*** Account total ***		25.00
A001-565-5603-000 - Computer Maintenance & Software			
22437 6/14 - Comp Maint - Clare	655 COAST NETWORK, INC.		
	1	Paid	47.50
22509 7/14 Ping Scanning Maint	655 COAST NETWORK, INC.		
	1	Paid	190.00
A001-565-5603-000 - Computer Maintenance & Software	*** Account total ***		237.50
A001-565-5701-000 - Telephone			
22523 6/19/14 to 7/18/14 Summary Bil	555 VERIZON CALIFORNIA		
	3	Paid	391.22
A001-565-5701-000 - Telephone	*** Account total ***		391.22
A001-565-5703-000 - Utilities - Electric			
22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E		
	5	Paid	192.84
A001-565-5703-000 - Utilities - Electric	*** Account total ***		192.84
A001-565-6201-000 - Contract Services			
22435 6/14 Ping Consult Svcs	835 METRO VENTURES LTD		
	1	Paid	5,550.00
A001-565-6201-000 - Contract Services	*** Account total ***		5,550.00
A001-565-6202-000 - Contract Services-Engineering			
22567 6/14 - City/Misc Planning Supp	326 MNS ENGINEERS, INC.		
	1	Paid	3,630.00
A001-565-6202-000 - Contract Services-Engineering	*** Account total ***		3,630.00
A005-701-5101-000 - Medical Benefit			
22510 8/14 Dental/Vision Premiums	820 ACWA/JPIA		
	8	Paid	323.58
22555 6/14 FSA Fees	782 WAGE WORKS		
	7	Paid	9.69
A005-701-5101-000 - Medical Benefit	*** Account total ***		333.27
A005-701-5202-000 - Insurance - Property			
22630 FY 14/15 All Risk Prop Ins Prg	72 CA JOINT POWERS INS AUTHORITY		
	2	Paid	10,500.00
A005-701-5202-000 - Insurance - Property	*** Account total ***		10,500.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A005-701-5303-000	- Postage	22521	7/14 Water/Sewer Billing Posta		
		379	POSTMASTER		
		1		Paid	284.00
A005-701-5303-000	- Postage		*** Account total ***		284.00
A005-701-5402-000	- Travel & Training	22639	Thru 6/30/14 - R. Hess		
		193	FIRST NATIONAL BANK OF OMAHA		
		3		Paid	515.00
		22644	Thru 7/18/14 - R. Hess		
		193	FIRST NATIONAL BANK OF OMAHA		
		2		Paid	68.32
A005-701-5402-000	- Travel & Training		*** Account total ***		583.32
A005-701-5501-000	- Operational Supplies	22450	6/14 Purchase Reimb - WWTP Sup		
		796	ROSE HESS		
		1		Paid	40.96
		22492	6/14 Misc Maint/Repair Items		
		826	GENUINE PARTS COMPANY - NAPA		
		2		Paid	36.80
		22499	6/14 Misc. Maint/Repair Items		
		438	SANTA YNEZ VALLEY HARDWARE		
		5		Paid	30.90
		22500	6/14 Misc Maint Items		
		110	CVS PHARMACY		
		3		Paid	20.76
A005-701-5501-000	- Operational Supplies		*** Account total ***		129.42
A005-701-5502-000	- Chemicals / Analysis	22488	6/14 - Cylinder Rental - Acety		
		380	PRAXAIR DISTRIBUTION, INC.		
		1		Paid	135.72
		22502	6/14 Chemicals/Analysis		
		5	ABALONE COAST ANALYTICAL, INC.		
		1		Paid	255.00
A005-701-5502-000	- Chemicals / Analysis		*** Account total ***		390.72
A005-701-5504-000	- Laundry / Uniforms	22550	FY 13/14 - Uniform Reimb-J. Sa		
		263	JOHN SANCHEZ		
		3		Paid	79.18
A005-701-5504-000	- Laundry / Uniforms		*** Account total ***		79.18
A005-701-5506-000	- Fuel - Vehicles	22486	6/14 Fuel Charges		
		768	WEX BANK		
		2		Paid	516.17
A005-701-5506-000	- Fuel - Vehicles		*** Account total ***		516.17
A005-701-5507-000	- Maintenance - Vehicles	22473	6/14 - Flat Tire Repair - Cat		
		489	STEVE'S WHEEL & TIRE		
		2		Paid	44.66
		22474	6/14 - Service on Backhoe		
		489	STEVE'S WHEEL & TIRE		
		2		Paid	175.30
A005-701-5507-000	- Maintenance - Vehicles		*** Account total ***		219.96
A005-701-5509-000	- Maintenance / Repair	22507	5/28 - 6/25/14 Misc Maint/Rpr		
		521	TODD PIPE & SUPPLY		
		5		Paid	35.92
A005-701-5509-000	- Maintenance / Repair		*** Account total ***		35.92

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A005-701-5510-000	- Safety Equipment			
	22469 6/14 Reimb - Safety Boots - Ke	268 KEVIN WOLFCAL		
		2	Paid	32.99
A005-701-5510-000	- Safety Equipment	*** Account total ***		32.99
A005-701-5701-000	- Telephone			
	22523 6/19/14 to 7/18/14 Summary Bill	555 VERIZON CALIFORNIA		
		4	Paid	595.11
A005-701-5701-000	- Telephone	*** Account total ***		595.11
A005-701-5703-000	- Utilities - Electric			
	22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E		
		6	Paid	11,140.66
A005-701-5703-000	- Utilities - Electric	*** Account total ***		11,140.66
A005-701-6004-000	- Audit			
	22467 FY 13/14 Interim Audit Service	759 JJACPA, INC.		
		2	Paid	3,610.83
A005-701-6004-000	- Audit	*** Account total ***		3,610.83
A005-701-6201-000	- Contract Services			
	22459 6/14 CH Drinking Water	32 NESTLE WATERS NORTH AMERICA db		
		1 CITY HALL DRINKING WATER	Paid	13.30
	22489 6/14 Dig Alert Tickets	535 UNDERGROUND SERVICE ALERT		
		2	Paid	14.50
	22494 6/14 Sludge Disposal Services	598 ENGEL & GRAY, INC.		
		1	Paid	4,551.20
	22514 7/14 WWTP/Wtr Sample Deliverie	679 COURIER SYSTEMS		
		1	Paid	71.22
	22519 7/14 Svcs - 6/14 Msgs	172 ECHO COMMUNICATIONS		
		3	Paid	21.80
	22541 6/14 Regularatory Compliance Sr	677 WALLACE GROUP		
		1	Paid	3,844.37
	22552 6/14 Mat & Towel Services	28 ARAMARK UNIFORM SERVICES		
		1 MAT & TOWEL SVCS	Paid	82.38
A005-701-6201-000	- Contract Services	*** Account total ***		8,598.77
A005-701-6202-000	- Contract Services-Engineering			
	22565 6/14 City/Sewer Network	326 MNS ENGINEERS, INC.		
		1	Paid	3,050.00
A005-701-6202-000	- Contract Services-Engineering	*** Account total ***		3,050.00
A020-210-2101-000	- Customer Deposits			
	22443 6/14 Dep Refund/Closing Bill	0 KRISTA COLBRY		
		1	Paid	51.70
	22615 7/14 - Dep Refund/Closing Bill	0 JOSEPH CHAPEL		
		1	Paid	36.32
A020-210-2101-000	- Customer Deposits	*** Account total ***		88.02
A020-601-5101-000	- Medical Benefit			
	22510 8/14 Dental/Vision Premiums	820 ACWA/JPIA		
		9	Paid	337.66

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-5101-000	Medical Benefit	*** Continued ***		
	22551 6/20/14 - Exam - J. Grauer	62 BUELLTON MEDICAL CENTER 1	Paid	251.69
	22555 6/14 FSA Fees	782 WAGE WORKS 8	Paid	9.69
A020-601-5101-000	Medical Benefit	*** Account total ***		599.04
A020-601-5202-000	Insurance - Property			
	22630 FY 14/15 All Risk Prop Ins Prg	72 CA JOINT POWERS INS AUTHORITY 3	Paid	10,500.00
A020-601-5202-000	Insurance - Property	*** Account total ***		10,500.00
A020-601-5301-000	Office Supplies			
	22617 7/11/14 - Supplies #7001318914	469 STAPLES CONTRACT & COMMERCIAL, 4	Paid	13.49
A020-601-5301-000	Office Supplies	*** Account total ***		13.49
A020-601-5303-000	Postage			
	22521 7/14 Water/Sewer Billing Posta	379 POSTMASTER 2	Paid	284.00
A020-601-5303-000	Postage	*** Account total ***		284.00
A020-601-5402-000	Travel & Training			
	22635 7/14 - Grade T2 - Greer	151 CALIF DEPT OF PUBLIC HEALTH 1	Paid	60.00
A020-601-5402-000	Travel & Training	*** Account total ***		60.00
A020-601-5501-000	Operational Supplies			
	22492 6/14 Misc Maint/Repair Items	826 GENUINE PARTS COMPANY - NAPA 3	Paid	8.63
	22507 5/28 - 6/25/14 Misc Maint/Rpr	521 TODD PIPE & SUPPLY 6	Paid	800.35
	22557 6/14 Tubing	324 MISCO WATER 1	Paid	1,346.08
	22561 6/14 - Shelf/Tools for WTP She	813 HOME DEPOT CREDIT SERVICES 1	Paid	251.02
A020-601-5501-000	Operational Supplies	*** Account total ***		2,406.08
A020-601-5502-000	Chemicals / Analysis			
	22502 6/14 Chemicals/Analysis	5 ABALONE COAST ANALYTICAL, INC. 2	Paid	165.00
	22593 7/14 Chlorine/Sulfur Dioxide	248 JCI JONES CHEMICALS, INC. 1	Paid	4,380.64
	22594 7/14 Cylinder Return - CM	248 JCI JONES CHEMICALS, INC. 1	Paid	-1,049.99
A020-601-5502-000	Chemicals / Analysis	*** Account total ***		3,495.65
A020-601-5504-000	Laundry / Uniforms			
	22550 FY 13/14 - Uniform Reimb-J. Sa	263 JOHN SANCHEZ 4	Paid	79.18
A020-601-5504-000	Laundry / Uniforms	*** Account total ***		79.18

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A020-601-5505-000	- Meter Expense				
	22621 7/14 - Meters	661	AQUA-METRIC SALES, CO. 1	Paid	1,348.57
	22622 7/14 - Meters	661	AQUA-METRIC SALES, CO. 1	Paid	1,390.42
A020-601-5505-000	- Meter Expense		*** Account total ***		2,738.99
A020-601-5506-000	- Fuel - Vehicles				
	22486 6/14 Fuel Charges	768	WEX BANK 3	Paid	516.17
A020-601-5506-000	- Fuel - Vehicles		*** Account total ***		516.17
A020-601-5507-000	- Maintenance - Vehicles				
	22473 6/14 - Flat Tire Repair - Cat	489	STEVE'S WHEEL & TIRE 3	Paid	44.66
	22474 6/14 - Service on Backhoe	489	STEVE'S WHEEL & TIRE 3	Paid	175.30
A020-601-5507-000	- Maintenance - Vehicles		*** Account total ***		219.96
A020-601-5509-000	- Maintenance / Repair				
	22480 6/14 - Various Leak Repairs	779	LASH CONSTRUCTION, INC. 1	Paid	11,307.87
	22482 6/14 - Trblshoot Ammonia Feed	718	AUTOSYS, INC. 1	Paid	270.00
	22499 6/14 Misc. Maint/Repair Items	438	SANTA YNEZ VALLEY HARDWARE 6	Paid	40.99
	22507 5/28 - 6/25/14 Misc Maint/Rpr	521	TODD PIPE & SUPPLY 8	Paid	5.04
	22590 7/14 - 47 Indus Way Leak Rpr	76	CAL-COAST IRRIGATION, INC. 1	Paid	8.77
	22591 7/14 - 47 Indus Way Leak Rpr	76	CAL-COAST IRRIGATION, INC. 1	Paid	52.93
	22592 4/17 - 59 Indus Way Leak Rpr	76	CAL-COAST IRRIGATION, INC. 1	Paid	37.54
	22633 7/14 - PVC w/ Valve - Well 9	840	SAF-T-FLO WATER SERVICES, INC. 1	Paid	563.26
A020-601-5509-000	- Maintenance / Repair		*** Account total ***		12,286.40
A020-601-5510-000	- Safety Equipment				
	22469 6/14 Reimb - Safety Boots - Ke	268	KEVIN WOLFCAL 3	Paid	32.99
A020-601-5510-000	- Safety Equipment		*** Account total ***		32.99
A020-601-5603-000	- Computer Maintenance &Software				
	22471 1/14 Backflow Mgmt Software	837	CHRISTIAN BIBEAU dba 1	Paid	342.00
A020-601-5603-000	- Computer Maintenance &Software		*** Account total ***		342.00
A020-601-5701-000	- Telephone				
	22523 6/19/14 to 7/18/14 Summary Bil	555	VERIZON CALIFORNIA 5	Paid	848.01
A020-601-5701-000	- Telephone		*** Account total ***		848.01

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-5703-000	Utilities - Electric			
	22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E		
		7	Paid	18,414.24
A020-601-5703-000	Utilities - Electric			
			*** Account total ***	18,414.24
A020-601-6004-000	Audit			
	22467 FY 13/14 Interim Audit Service	759 JJACPA, INC.		
		3	Paid	3,610.83
A020-601-6004-000	Audit			
			*** Account total ***	3,610.83
A020-601-6011-000	Regulatory Compliance			
	22468 6/14 - 200 Table Tents	441 SB CO - PUBLIC WORKS DEPT		
		1	Paid	200.00
A020-601-6011-000	Regulatory Compliance			
			*** Account total ***	200.00
A020-601-6014-000	Santa Ynez River Appropriation			
	22559 1/1/14 - 6/30/14 Zone A	424 S Y R W C D		
		1	Paid	4,362.40
	22560 1/1/14 - 6/30/14 Zone D	424 S Y R W C D		
		1	Paid	1,521.00
A020-601-6014-000	Santa Ynez River Appropriation			
			*** Account total ***	5,883.40
A020-601-6201-000	Contract Services			
	22459 6/14 CH Drinking Water	32 NESTLE WATERS NORTH AMERICA db		
		2 CITY HALL DRINKING WATER	Paid	13.30
	22481 6/14 - Calibrate Analyzers	718 AUTOSYS, INC.		
		1	Paid	405.00
	22483 6/30 - Annual Maint on Res Ana	718 AUTOSYS, INC.		
		1	Paid	405.00
	22489 6/14 Dig Alert Tickets	535 UNDERGROUND SERVICE ALERT		
		1	Paid	14.50
	22514 7/14 WWTP/Wtr Sample Deliverie	679 COURIER SYSTEMS		
		2	Paid	71.21
	22519 7/14 Svcs - 6/14 Msgs	172 ECHO COMMUNICATIONS		
		2	Paid	21.80
A020-601-6201-000	Contract Services			
			*** Account total ***	930.81
A051-566-5509-000	Maintenance / Repair			
	22611 7/14 HOA Dues Unit 101 (Chambe	582 VINTAGE WALK, LLC OWNERS ASSOC		
		1	Paid	104.00
A051-566-5509-000	Maintenance / Repair			
			*** Account total ***	104.00
A051-566-5703-000	Utilities - Electric			
	22546 6/6/14 - 7/7/14 Invoice Alloca	352 P G & E		
		9	Paid	214.47
A051-566-5703-000	Utilities - Electric			
			*** Account total ***	214.47
A075-000-2709-000	Const & Demo Material Mgmt Dep			
	22449 10/12 C&D Sec Dep Refund	0 MARIA GARCIA		
		1	Paid	50.00
A075-000-2709-000	Const & Demo Material Mgmt Dep			
			*** Account total ***	50.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A092-000-6507-000	- Paws Park	22517	7/14 - PAWS Park Deposit		
		838	T.C.T. LANDSCAPING, INC.		
		1		Paid	33,461.00
A092-000-6507-000	- Paws Park		*** Account total ***		33,461.00
A092-203-6507-000	- Improvements	22631	7/11/14 - Dell Server		
		655	COAST NETWORK, INC.		
		1		Paid	10,152.00
A092-203-6507-000	- Improvements		*** Account total ***		10,152.00
A092-302-6507-000	- Improvements	22570	6/14 - 13/14 Road Maint Projec		
		326	MNS ENGINEERS, INC.		
		1		Paid	11,850.00
A092-302-6507-000	- Improvements		*** Account total ***		11,850.00
A092-303-6507-000	- Improvements	22493	6/14 Misc Maint/Repair Items		
		342	NIELSEN BUILDING MATERIALS, INC		
		2		Paid	1,343.88
		22499	6/14 Misc. Maint/Repair Items		
		438	SANTA YNEZ VALLEY HARDWARE		
		7		Paid	38.40
A092-303-6507-000	- Improvements		*** Account total ***		1,382.28
A092-307-6507-000	- Improvements	22568	6/14 - City/McMurray Signal Up		
		326	MNS ENGINEERS, INC.		
		1		Paid	65.00
A092-307-6507-000	- Improvements		*** Account total ***		65.00
A092-308-6507-000	- Improvements	22569	6/14 - Park & Ride Expansion		
		326	MNS ENGINEERS, INC.		
		1		Paid	260.00
A092-308-6507-000	- Improvements		*** Account total ***		260.00
A092-603-6201-000	- Contract Services	22571	6/14 - Various Water Studies		
		326	MNS ENGINEERS, INC.		
		1		Paid	7,840.00
A092-603-6201-000	- Contract Services		*** Account total ***		7,840.00
A092-604-6507-000	- Improvements	22484	6/30 - SCADA Integration		
		718	AUTOSYS, INC.		
		1		Paid	15,739.73
A092-604-6507-000	- Improvements		*** Account total ***		15,739.73
* Report total *			*** Total ***		445,466.29

Payments via Electronic Fund Transfer (EFT):

Payroll Taxes - Council 6/27	7/1/14	117.59
Other Payroll Taxes 6/27	7/1/14	17.92
Payroll Taxes - Staff 6/30	7/1/14	10,200.84
UI/ETT 2nd Qtr Taxes	7/1/14	657.42
July Life Ins - Staff/Council	7/2/14	479.07
July Medical Premiums	7/3/14	16,332.01
June DCP Contributions	7/3/14	15,014.40
June Supp Ins Premiums	7/3/14	826.03
June Retirement Contribution	7/9/14	20,953.34
Postage Meter Refill	7/14/14	900.00
June FSA-Staff/Council	7/16/14	1,527.56
Other Payroll Taxes 7/9	7/16/14	836.74
Payroll Taxes - Staff 7/15	7/16/14	10,635.54
2nd Qtr Use Tax	7/28/14	227.00
Other Payroll Taxes 7/23	7/30/14	41.11
Payroll Taxes - Council 7/25	7/30/14	117.49
July Bank Svc Chgs	7/30/14	166.20
July FSA-Staff/Council	8/1/14	1,527.56
August Medical Premiums	8/4/14	17,439.46
July DCP Contributions	8/4/14	14,068.30
Payroll Taxes - Staff 7/31	8/5/14	10,654.56
Aug Life Ins - Staff/Council	8/5/14	491.77
Total		\$ 123,231.91

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: August 14, 2014

Subject: Central Coast Collaborative on Homelessness - Determination of Fiscal Year 2014-15 Funding

BACKGROUND

Council directed staff to determine if funding is available to donate to the Central Coast Collaborative on Homelessness. The allocation for the City of Buellton is \$491.

FISCAL IMPACT

The fiscal impact to the City will be \$491. Staff estimates there is available funding within the General fund in the current 2014-15 budget. It will be funded under Non-Departmental.

RECOMMENDATION

That the City Council approve the donation to the Central Coast Collaborative on Homelessness.

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager

Meeting Date: August 14, 2014

Subject: Cost of Living Increase for City Attorney Pursuant to Current Contract

BACKGROUND

The most current contract with the City Attorney was executed in 2008. It contains the following provision for yearly cost of living increases:

Hourly Rates: Effective July 1 of each year, commencing July 1, 2009, the hourly rates specified in this Agreement, unless otherwise negotiated, will be increased by a standard annual adjustment upon consultation with the Manager and approved by the City Council as part of the Council's standard budget adoption process, equal to the average Consumer Price Index for the previous four quarters.

However, due to the budgetary constraints at the time, Mr. Hanson did not request any cost of living increases from 2009 through 2013. During that period, staff was given cost of living increases totaling 6.1%. The CPI over this period was 7.7%.

Mr. Hanson has now requested a cost of living retainer increase of 5%. This would increase his hourly rate as well as the current retainer for 50 hours of time per month. We have received a very high level of support from all staff members at Burke Williams and Sorenson and I am in support of the cost of living increase.

FISCAL IMPACTS

The retainer amount for the City Attorney would increase from \$117,000 to \$122,850. The current FY 14-15 budget allocates \$125,000. Therefore, the increase is still within our budgeted amount. However, additional time spent by our attorneys on the RDA lawsuit, human resource questions etc. could exceed the budgeted amount and a budget adjustment during the mid-year budget review may be required.

RECOMMENDATION

That the City Council authorize the City Manager to increase the retainer for the City Attorney by 5%.

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: August 14, 2014

Subject: Award of Contract for the 2013/14 Road Maintenance Project

BACKGROUND

In July 2014 the City published a Notice to Contractors inviting sealed bids for the 2013/2014 Road Maintenance Project. The Project will include the repair sidewalks and pedestrian paths on various locations throughout the City, as well as pavement maintenance and re-striping on Ave of Flags and Second Street cul-de-sac. In addition, pavement markings at various locations for school warnings and speed limits will be included. Locations are provided in Attachment 1.

On July 31, 2014, two bids for the project were received from the following contractors:

	Bid A	Bid A+B	Bid A+C
• R. Burke Corporation	\$385,543.00	\$807,128.00	\$850,521.80
• VSS International, Inc.	\$358,675.40	\$737,852.33	\$774,415.90

The low bidder is VSS International, Inc. Staff has reviewed all the bid documents and have found them to be complete and correct. Bid amounts have also been verified. Staff has reviewed and verified license, bonds and references for VSS International, Inc.

An alternative bid item for black rock (similar to slurry seal in the last 2 annual road maintenance projects which gives a longer lasting “dark” color to the pavement) was included in the specifications as shown above in Bid A+C. However, due to the overall cost of the project and staff recommends to apply Bid A+B. Staff would recommend adding a contingency amount of 5%, \$36,892 for additional concrete repairs that may be needed. This would bring the total contract amount to \$774,744.33.

It is anticipated that the effective date of the Notice to Proceed for work will be approximately September 8, 2014 to avoid work during the Labor Day weekend. The project term is 30 working days (approximate completion date is October 17, 2014).

FISCAL IMPACT

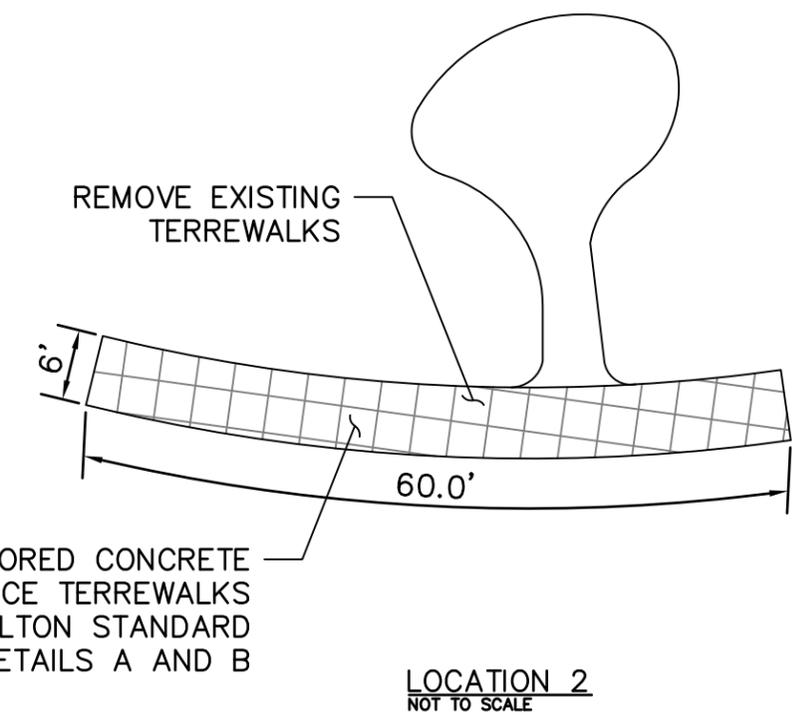
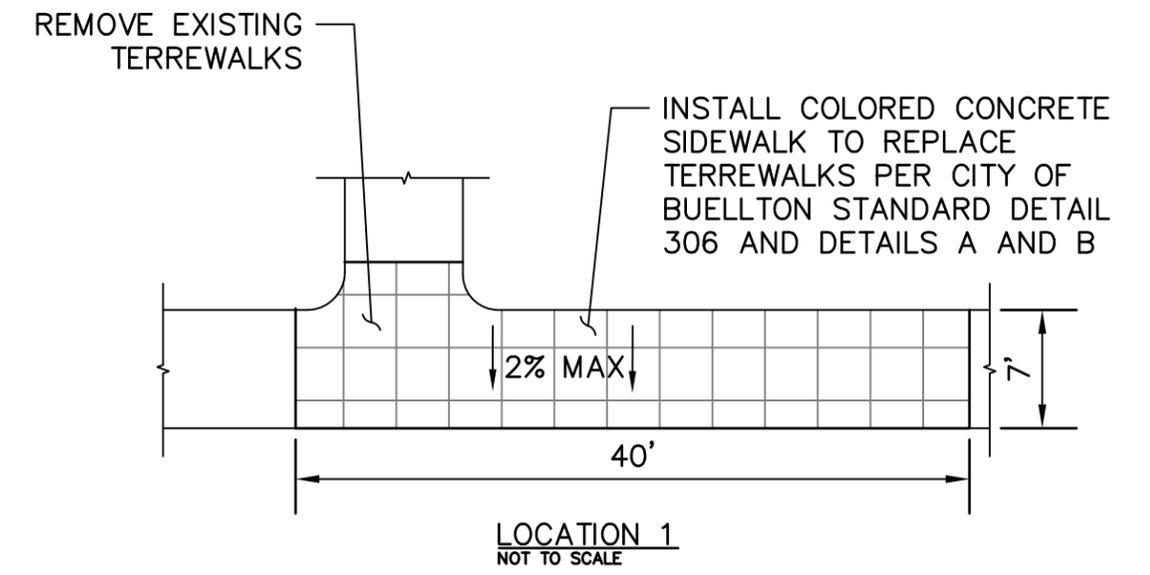
The 13/14 Road Maintenance Project has been budgeted in the 14/15 FY Capital Improvement Project List and will be funded by the Gas Tax and local Measure A allocations. However, the budgeted amount is \$630,000. This amount will need to be increased by \$150,000 for a total budgeted amount of \$780,000.

RECOMMENDATION

That the Council a) amend the Capital Improvement Projects Fund by \$150,000 from Gas Tax Reserves and b) award a contract in the amount of \$737,852.33 plus a contingency amount of \$36,892 for a total contract amount of \$774,744.33 to VSS International, Inc. for the 2013/2014 Road Maintenance Project and authorize the City Manager and City Attorney to execute the contract.

ATTACHMENT

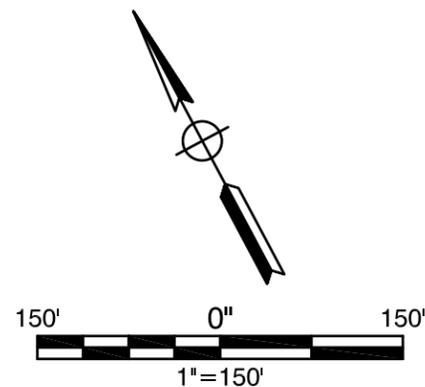
Attachment 1 - Location Exhibit



NOTE: CONCRETE COLOR SHALL BE DAVIS NUMBER 5447, "PALOMINO"

LEGEND

X CONCRETE REPAIR LOCATIONS
(SEE SPECIFICATION SPREADSHEET FOR DETAIL)



MNS
ENGINEERS INC
201 Industrial Way
Buellton, CA 93427
805.688.5200 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

CITY OF BUELLTON
2013/14 ROAD MAINTENANCE
RIVER VIEW PARK CONCRETE REPAIR LOCATIONS
EXHIBIT MAP

WORK ORDER NO.
CIBUE.140015
SHEET **1**
OF **5** SHEETS
Page 38 of 125

Sat 31.May.14 03:16:09 PM P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\7 Drawings\02 Plot\01--Terrewalks Replacement.dwg

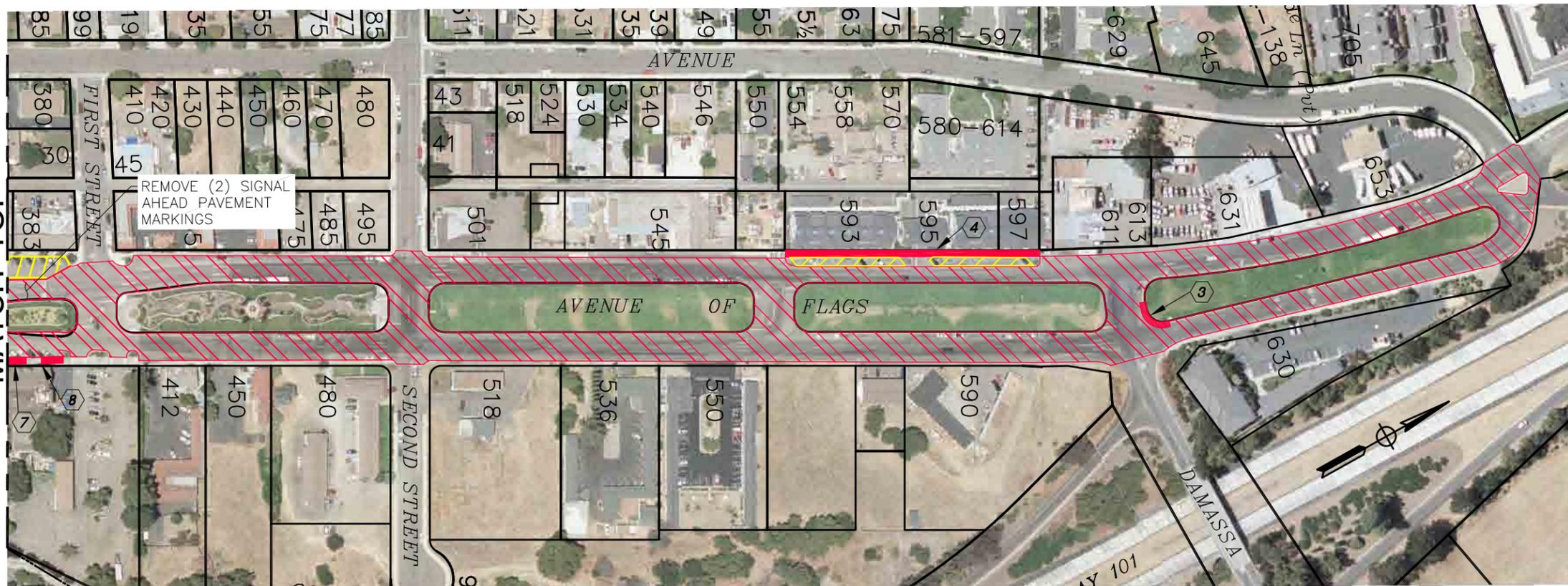
Sat 31.May.14 04:51:32 PM P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\7 Drawings\02 Plot\02-Avenue Of Flags & Second St Slurry.dwg



LEGEND:

-  Ave. of Flags
Fiberseal (Type III & Type II)
= 365,453 SF
-  Ave. of Flags Parking Areas
Fiberseal (Type II)
= 52,331 SF
-  Concrete Repair Locations
(See Specification Spreadsheet)
-  Concrete Repair Location (See Specification Spreadsheet for Detail)

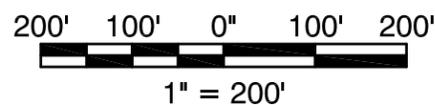
MATCH BOTTOM



MATCH TOP

MNS
ENGINEERS INC
201 Industrial Way
Buellton, CA 93427
805.688.5200 Phone

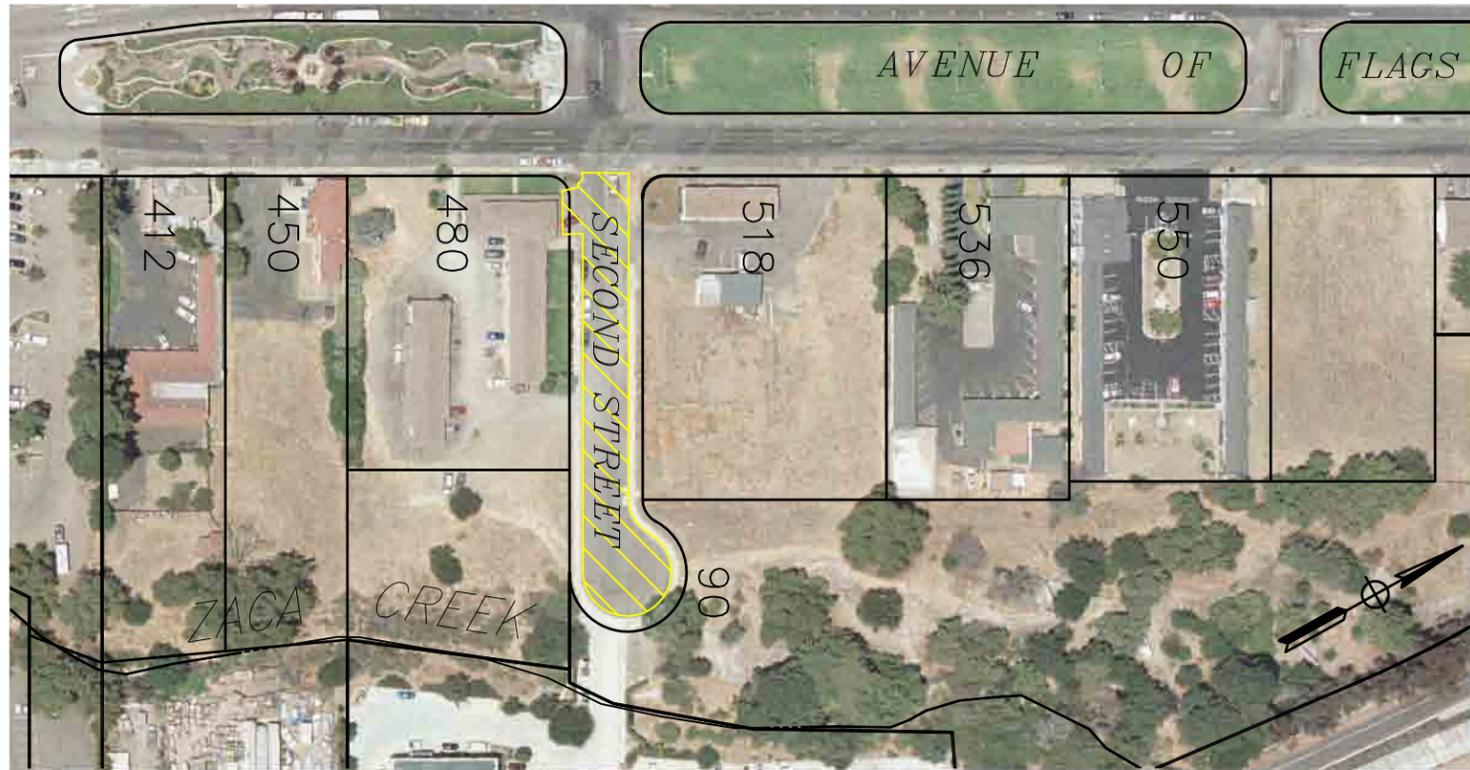
ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT



CITY OF BUELLTON
2013/14 ROAD MAINTENANCE
AVENUE OF FLAGS IMPROVEMENTS
EXHIBIT MAP

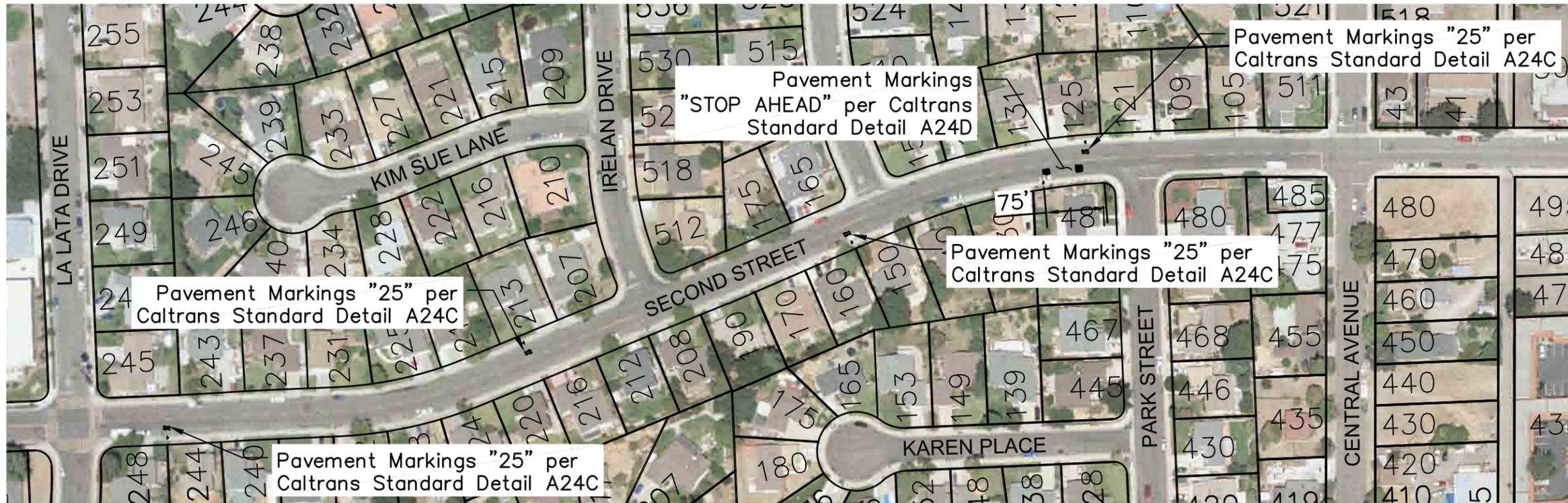
WORK ORDER NO.
CIBUE.140015
SHEET **2**
OF **5** SHEETS
Page 39 of 125

Sat 31.May.14 04:09:00 PM P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\7 Drawings\02 Plot\02-Avenue Of Flags & Second St Slurry.dwg



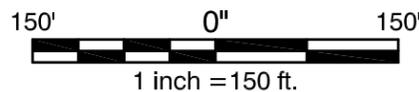
LEGEND:
 Second Street
 Fiberseal (Type II) =
 16,087 SF

NOTE:
 1. Dimensions shown are approximate and final pavement marking locations shall be confirmed by City Representative prior to installation.
 2. "25" Pavement markings shall be installed in line with existing 25 MPH roadside signs.



MNS
 ENGINEERS INC
 201 Industrial Way
 Buellton, CA 93427
 805.688.5200 Phone

ENGINEERING
 PLANNING
 SURVEYING
 CONSTRUCTION MANAGEMENT



CITY OF BUELLTON
 2013/14 ROAD MAINTENANCE
 SECOND STREET IMPROVEMENTS
 EXHIBIT MAP

WORK ORDER NO.
CIBUE.140015
 SHEET **3**
 OF **5** SHEETS
 Page 40 of 125

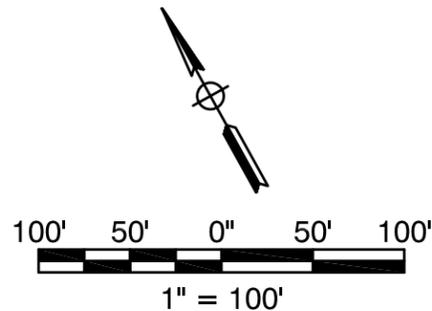
Sat 31.May.14 04:09:00 PM P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\7 Drawings\02 Plot\02-Avenue Of Flags & Second St Slurry.dwg



- NOTE:**
1. Dimensions shown are approximate and final pavement marking locations shall be confirmed by City Representative prior to installation.
 2. Associated roadside signs shall be furnished and installed by City Staff.

MNS
ENGINEERS INC
201 Industrial Way
Buellton, CA 93427
805.688.5200 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT



CITY OF BUELLTON
2013/14 ROAD MAINTENANCE
MENLO DRIVE IMPROVEMENTS
EXHIBIT MAP

WORK ORDER NO.
CIBUE.140015
SHEET **4**
OF **5** SHEETS
Page 41 of 125

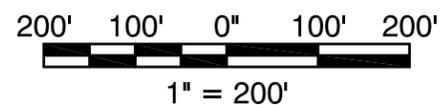
Sat 31.May.14 04:09:00 PM P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\7 Drawings\02 Plot\02-Avenue Of Flags & Second St Slurry.dwg



-  Concrete Repair Locations
(See Specification Spreadsheet)
-  Concrete Repair Location (See
Specification Spreadsheet for
Detail)

MNS
ENGINEERS INC
201 Industrial Way
Buellton, CA 93427
805.688.5200 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT



CITY OF BUELLTON
2013/14 ROAD MAINTENANCE
THOMAS ROAD IMPROVEMENTS
EXHIBIT MAP

WORK ORDER NO.
CIBUE.140015
SHEET **5**
OF **5** SHEETS
Page 42 of 125

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: Rose Hess, Public Works Director

Meeting Date: August 14, 2014

Subject: Consideration of Amended Contract with Wallace Group for Fats/Oils/Grease (FOG), Sanitary Sewer Management Plan (SSMP), and Industrial Discharge (ID) Programs Implementation

BACKGROUND

The City of Buellton operates and maintains over 20 miles of sewer collection system and a 650,000 gallon per day design capacity wastewater treatment plant (WWTP). Both the collection system and WWTP are subject to regulatory requirements issued by the State Water Resources Control (SWRCB) and the Regional Water Quality Control Board (RWQCB).

There are two orders and permits under the SWRCB and RWQCB that regulate the City's activities: Waste Discharge Requirement (WDR) Permit Order No. 99-134 and General Waste Discharge Requirements for Sanitary Sewer Systems (SSSWDR) Order No. 2006-003-DWQ.

WDR Permit Order No. 99-134 – is regulated by the RWQCB and directs the City to regulate its Industrial Discharges and implement Pretreatment Program Activities to protect our publically owned treatment works (POTW) through managing user process wastewater discharges.

SSSWDR Order No. 2006-003-DWQ – is regulated by the SWRCB and requires the development and implementation of the Sewer System Management Plan (SSMP) and within that, regulates the Fats/Oils/Grease (FOG) Program.

The Wallace Group has been implementing these programs for the City since 2008, assisting with the creation of the SSMP, performing system and program audits, providing inspection and outreach services to our businesses and providing permitting services.

These programs affect all industrial/commercial businesses in the City, in particular, those that discharge waste from manufacturing or processing goods or consumables and restaurants and similar facilities.

In order to provide continuity of services to the community, staff has worked with Wallace Group for the Scope of Services to be performed in the next fiscal year which includes revisions and updates to the SSMP, preparation of Standard Operating Procedures (SOPs) for various processes, continued management of the FOG Program including inspections, reporting and permitting, and continued management of the Industrial Discharge/Pretreatment Program.

FISCAL IMPACT

This professional consulting service, estimated at \$113,250, has been included in the approved FY 2014/15 budget.

RECOMMENDATION

Staff recommends that Council authorize the amended contract with Wallace Group and authorize the City Manager to execute that contract.

ATTACHMENT

Attachment 1 – Professional Consulting Services Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
WALLACE GROUP**

TABLE OF CONTENTS		PAGE
SECTION 1.	TERM OF AGREEMENT	1
SECTION 2.	SCOPE OF SERVICES	1
SECTION 3.	ADDITIONAL SERVICES	1
SECTION 4.	COMPENSATION AND METHOD OF PAYMENT	1
SECTION 5.	INSPECTION AND FINAL ACCEPTANCE	2
SECTION 6.	OWNERSHIP OF DOCUMENTS	2
SECTION 7.	CONTRACTORS BOOKS AND RECORDS	2
SECTION 8.	STATUS OF CONTRACTOR	3
SECTION 9.	STANDARD OF PERFORMANCE	3
SECTION 10.	COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES	4
SECTION 11.	NONDISCRIMINATION	4
SECTION 12.	UNAUTHORIZED ALIENS	4
SECTION 13.	CONFLICTS OF INTEREST	4
SECTION 14.	CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION	5
SECTION 15.	INDEMNIFICATION	5
SECTION 16.	INSURANCE	6
SECTION 17.	ASSIGNMENT	6

	PAGE	
SECTION 18.	CONTINUITY OF PERSONNEL	6
SECTION 19.	TERMINATION OF AGREEMENT	7
SECTION 20.	DEFAULT	7
SECTION 21.	EXCUSABLE DELAYS	7
SECTION 22.	COOPERATION BY CITY	7
SECTION 23.	NOTICES	8
SECTION 24.	AUTHORITY TO EXECUTE	8
SECTION 25.	BINDING EFFECT	8
SECTION 26.	MODIFICATION OF AGREEMENT	8
SECTION 27.	WAIVER	8
SECTION 28.	LAW TO GOVERN; VENUE	9
SECTION 29.	ATTORNEYS FEES, COSTS AND EXPENSES	9
SECTION 30.	ENTIRE AGREEMENT	9
SECTION 31.	SEVERABILITY	9
EXHIBIT "A"	SCOPE OF SERVICES/PROPOSAL	A-1
EXHIBIT "B"	INSURANCE	B-1

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
WALLACE GROUP**

This AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BUELLTON AND WALLACE GROUP ("AGREEMENT") is made and entered into this 14th day of August 2014, by and among the City of BUELLTON a municipal corporation ("CITY") and WALLACE GROUP, a California Corporation (Wallace).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT. Such term may be extended upon written agreement of both parties to this AGREEMENT on an annual basis as executed by the City Manager.

SECTION 2. SCOPE OF SERVICES.

Wallace agrees to perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES/PROPOSAL" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

Wallace shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. Wallace shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay Wallace the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred thirteen thousand two hundred fifty DOLLARS (\$113,250), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month Wallace shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the Wallace to determine whether the work performed and expenses

incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, the original invoice shall be returned by CITY to Wallace for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Wallace which are disputed by CITY, CITY will use its best efforts to cause Wallace to be paid within thirty (30) days of receipt of Wallace invoice.

(d) Payment to Wallace for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by Wallace.

SECTION 5.INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of Wallace's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept Wallace's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise Wallace's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Wallace's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Wallace in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the Wallace. Upon completion, expiration or termination of this AGREEMENT, Wallace shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANTS BOOKS AND RECORDS.

(a) Wallace shall maintain any and all documents and records demonstrating or relating to Wallace's performance of services pursuant to this AGREEMENT. Wallace shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Wallace pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying

when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Wallace's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Wallace's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) Wallace is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. Wallace shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY; whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of Wallace shall at all times be under Wallace's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of Wallace or any of Wallace's officers, employees or agents, except as set forth in this AGREEMENT. Wallace shall not at any time or in any manner represent that Wallace or any of Wallace's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither Wallace, nor any of Wallace's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY's employees. Wallace expressly waives any claim Wallace may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Wallace represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. Wallace shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, Wallace shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Wallace under this AGREEMENT. City agrees to hold Wallace harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Wallace is obtained.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

Wallace shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. Wallace shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected

or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of Wallace to comply with this section.

SECTION 11. NONDISCRIMINATION.

Basic Provisions. In performing the Work, *Wallace* agrees as follows:

(1) *Wallace* will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. *Wallace* will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. *Wallace* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause.

(2) *Wallace* will, in all solicitations or advertisements for employees placed by or on behalf of *Wallace*, state that all qualified applicants will receive consideration for employment without regard to race creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

SECTION 12. UNAUTHORIZED ALIENS.

Wallace hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.* as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should *Wallace* so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, *Wallace* hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) *Wallace* covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder *Wallace's* performance of services under this AGREEMENT. *Wallace* further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. *Wallace* agrees to at all

times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that Wallace is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. Wallace is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Wallace in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to Wallace. Wallace shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) Wallace, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided Wallace gives CITY notice of such court order or subpoena.

(c) If Wallace, or any officer, employee, agent or subcontractor of Wallace, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from Wallace for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Wallace's conduct.

(d) Wallace shall promptly notify CITY should Wallace, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent Wallace or be present at any deposition, hearing or similar proceeding. Wallace agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by Wallace. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

INDEMNITY FOR PROFESSIONAL LIABILITY: When the law establishes a professional standard of care for Wallace's services, to the fullest extent permitted by law, as clarified in Section 2782.8 of the Civil Code, Wallace shall indemnify, defend and hold harmless CITY and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Wallace, its officers, agents, employees or subconsultants (or any entity or individual for which Wallace shall bear legal liability) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY: Other than in the performance of professional services and to the full extent permitted by law, Wallace shall indemnify, defend and hold harmless CITY, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by Wallace or by any individual or entity for which Wallace is legally liable, including but not limited to officers, agents, employees or subcontractors of Wallace.

SECTION 16. INSURANCE.

Wallace agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Wallace agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of Wallace are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Wallace under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of Wallace's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that Wallace, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

Wallace shall make every reasonable effort to maintain the stability and continuity of Wallace's staff assigned to perform the services required under this AGREEMENT. Wallace shall notify CITY of any changes in Wallace's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to Wallace. In the event such notice is given, Wallace shall cease immediately all work in progress.

(b) Wallace may terminate this AGREEMENT at any time upon thirty- (30) days written notice of termination to CITY.

(c) If either Wallace or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either Wallace, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either Wallace or CITY, all property belonging exclusively to CITY, which is in *Wallace's* possession, shall be returned to CITY. *Wallace* shall furnish to CITY a final invoice for work performed and expenses incurred by *Wallace*, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that *Wallace* is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating *Wallace* for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the *Wallace*.

SECTION 21. EXCUSABLE DELAYS.

Wallace shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of *Wallace*. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES/PROPOSAL", shall be furnished to *Wallace* in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:	City of Buellton Attn: Rose Hess P.O. Box 1819 107 W. Highway 246 Buellton, CA 93427
To:	Wallace Group Attn: Brad Hagemann 612 Clarion Court San Luis Obispo, CA 93401

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of *Wallace* represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind *Wallace* to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the *Wallace* and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and attached Exhibit "A", the terms and conditions of this AGREEMENT shall control. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by *Wallace* shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between *Wallace* and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

WALLACE GROUP

By: 
Thomas K. Zehnder, PE 72702

Title: Principal

By: _____

Title: _____

CITY OF BUELLTON

APPROVED AS TO FORM:

By: _____
CITY MANAGER

Ralph Hanson, City Attorney

ATTEST:

Linda Reid, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL

[NOTE: Scope of Services and Wallace Group Compensation is set forth in the letter from Wallace Group- dated July 2, 2014, attached hereto and incorporated herein by this reference. Total compensation shall not exceed \$113,250.]

July 2, 2014

Rose Hess
City of Buellton Public Works
PO Box 1819
Buellton, California 93427

Subject: Proposal for Professional Services for Public Works Regulatory Compliance
FY 2014/15 City of Buellton

Dear Ms. Hess:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for Public Works Regulatory Compliance for Fiscal Year 2014/2015. Based on our experience from FY 2013/2014 working with the Food Service Establishments and commercial and industrial users of the sewer system in the City of Buellton (City), the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

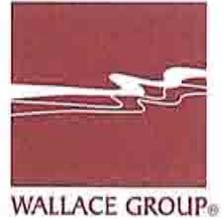
The City operates and maintains approximately twenty (20) miles of sewer collection system and a 650,000 gallon per day design capacity wastewater treatment plant (WWTP), which is designed to treat domestic type wastewater. Both the collection system and WWTP are subject to regulatory requirements issued by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB).

In 2006, SWRCB issued the General Waste Discharge Requirements for Sanitary Sewer Systems (SSSWDR), Order No. 2006-003-DWQ, for collection systems over one (1) mile in length, which required the development and implementation of a Sewer System Management Plan (SSMP).

The City developed its original SSMP in April 2010, before the due date imposed by the SWRCB of May 2, 2010. At the end of 2013, Revision 1 to the SSMP was completed and certified by the City Council on December 12, 2013. This first revision to the SSMP incorporated the September 2013 Monitoring and Reporting Plan (MRP) Order No. WQ 2013-0058-EXEC changes as required by the SWRCB.

The City initiated a Fats, Oils, and Grease (FOG) Program in 2009 due to high concentrations of FOG in the Publically Owned Treatment Works (POTW) and to comply with the FOG Control Program element of the SSMP. This program is ongoing and as part of this proposed contract, Wallace Group will provide FOG Program management and implementation services for FY 2014/2015.

The City's WWTP and collection system are also regulated by the RWQCB Waste Discharge Requirements (WDR) Permit, Order No. 99-134. This permit directs the City to perform certain Pretreatment Program activities to protect the POTW, which includes the WWTP and the sewer collection system, through managing user process wastewater discharges. In order to comply with this requirement, Wallace Group will provide Pretreatment Program management and implementation services for FY 2014/2015.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

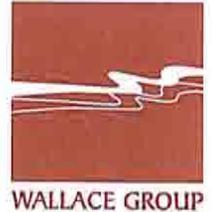


WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Lastly, as directed by the City of Buellton Public Works Director/City Engineer, Wallace Group will provide other Regulatory Compliance related services which will be scoped out in amendments to this contract.

Based on our discussions and understanding of the Project, the following Scope of Services has been prepared for your consideration:

SCOPE OF SERVICES

Wallace Group will provide the following services:

Task 1.0 Public Works Regulatory Compliance Project Management and Meetings

Task 1.1: Project Management and Coordination

This Task includes monthly coordination of project activities, including scheduling and budget controls, staffing needs and coordination, Client coordination, quarterly status updates, and other related project management activities.

Task 1.2: Fiscal Year 2014/2015 Regulatory Compliance Kick-off Meeting

We will coordinate and attend a kick-off meeting with key Wallace Group team members and City staff. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on scope of work, schedule, deliverables, and other components of regulatory compliance services for Fiscal Year 2014/2015 so that the project scope and deliverables are agreed upon by both parties.

Task 1.3: QA/QC

Wallace Group team members will provide in-house quality assurance and quality control (QA/QC) for milestone Sewer System Management Plan, FOG, and Pretreatment Program activities. The QA/QC will be conducted by senior or principal engineers and/or environmental compliance specialists within Wallace Group.

Task 1.0 Deliverables:

Email documentation of meetings and pertinent project coordination correspondence, including quarterly status updates.

Task 2.0 Sewer System Management Plan: Five (5) Year Update due May 2, 2015

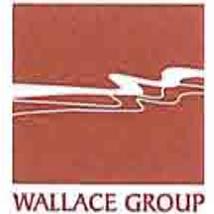
Wallace Group will update each of the eleven (11) elements of the City's SSMP Revision 1.0, dated December 12, 2013, based on the findings of the 2014 SSMP Audit and as required by SSSWDR Section D.13(x). Wallace Group staff expects to work with City Public staff to revise the existing SSMP and to obtain additional materials and documentation necessary for this revision.

Task 2.1: Agency Goals (SSSWDR D.13(i))

Wallace Group will work with the City to update the City's goals for operating and maintaining the sewer collection system. We will identify the Goals in the revised SSMP.

Task 2.2: Organization (SSSWDR D.13(ii))

Wallace Group will revise the information required to meet the requirements of the Organization element. This will include an updated organizational chart, chain of command, and updated names and phone numbers of City staff having SSMP and/or SSO response responsibilities.



Task 2.3: Legal Authority (SSSWDR D.13(iii))

We will update the SSMP to include the new sections of the City Municipal Code if necessary.

Task 2.4: Operation and Maintenance Program (SSSWDR D.13(iv))

We will update the City Operation and Maintenance (O&M) Program based on the results of the April 2014 SSMP Audit and with documentation of CCTV inspections completed in 2014.

Task 2.5: Design and Performance Provisions (SSSWDR D.13(v))

We will work with the Public Works Director/City Engineer to update this section if necessary.

Task 2.6: Overflow and Emergency Response Plan (SSSWDR D.13(vi))

We will update the Overflow and Emergency Response Plan (OERP) based on the results of the 2014 SSMP Audit and comments from City staff who have used the OERP to respond to an SSO.

Task 2.7: Fats, Oil, and Grease Control Program (SSSWDR D.13(vii))

This section will be updated to include the results of the City FOG program from 2010 to the present. We will include an update of the effectiveness of outreach and public education, legal authority within the City, Wallace Group FOG permitting and inspections, requirements to install grease traps, identification of high FOG areas within the City, and development and implementation of FOG control measures.

Task 2.8: System Evaluation and Capacity Assurance Plan (SSSWDR D.13(viii))

The System Evaluation and Capacity Assurance Plan (SECAP) will be updated to reflect the status of the plan and schedule to perform the wet weather Inflow and Infiltration (I/I) analysis recommended by the 2006 Buellton Citywide Sewer System Capacity Study. This section will also be updated to document progress in implementing the City capital improvement project plan, funding plan, and schedule.

Task 2.9: Monitoring, Measurement, and Program Modifications (SSSWDR D.13(ix))

We will update the performance indicators to monitor the effectiveness of each SSMP element and recommend a management program so sections of the SSMP are revised annually.

Task 2.10: Sewer System Management Plan Audit (SSSWDR D.13(x))

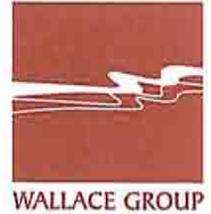
We will update this section with the results of the second biannual audit and with the schedule and framework for ensuring the biannual requirement to audit the implementation and effectiveness of the SSMP.

Task 2.11: Communication Program (SSSWDR D.13(xi))

We will update the City's communication program and include examples of methods used to engage customers and private collection systems since 2013. We will provide recommendations for areas of improvement, if necessary.

Task 2.12: Draft Sewer System Management Plan, Revision 2.0

Wallace Group will compile the information from Tasks 2.1 through 2.11 and prepare the Draft Sewer System Management Plan, Update 1.0. We will provide the Draft to the City for review and comments.



Task 2.13: Final Sewer System Management Plan, Revision 2.0

We will address comments from the City, make changes as requested, and prepare a Final Draft. The Final Draft will then be presented for re-certification to the City Council by the Public Works Director/City Engineer. Following the City Council re-certification and approval, we will make final changes and provide the City with the SSMP, Revision 2.0.

Task 2.14: Training

Wallace Group will provide the City management and utility worker staff with training on the SWRCB SSSWDR and MRP, SSMP, Revision 2.0, and OERP.

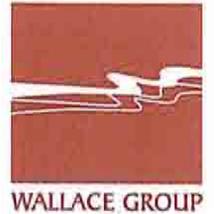
Task 2.0 Deliverables:

1. Final Draft SSMP, Five Year Update, Revision 2.0 - One (1) hard copy and one (1) electronic PDF copy
2. SSMP, Five Year Update, Revision 2.0 - Two (2) hard copy and one (1) electronic PDF copy

Task 2.0 Schedule:

The estimated schedule for the project is outlined in the table below. The schedule is subject to change.

Task Name	Responsible Party/Duration	Locations
1. SSMP Update Kick-off Meeting	Wallace Group Staff and City PW Staff/three (3) hours February or March 2015	City Public Works Office
2. Update SSMP	Wallace Group Staff and City PW Staff/ three (3) to four (4) business days to gather support documents. March 2015	City Public Works Office and Wallace Group Office
3. Issue Draft SSMP, Five Year Update, Revision 2.0	Wallace Group Staff: March 4, 2015	Wallace Group Office
4. Receive comments, resolve, and issue SSMP, Five Year Update, Revision 2.0	Turnaround for City PW Staff comments - three (3) weeks Wallace Group Staff - three (3) weeks after all comments are received City to take SSMP to City Council at April 9 th or April 23 rd 2015 Meeting for recertification	Wallace Group Office/City Council Meeting



Task 3.0 Development of Collection System Standard Operating Procedures

Wallace Group will work with City Public Works and Collection System Operations and Maintenance Staff to develop standard operating procedures (SOPs) required by the SWRCB SSSWDR. Procedures are required to address the following areas:

Task 3.1: Sanitary Sewer Overflow Emergency Operating Procedures

We will work to create the final revision of the following sanitary sewer overflow (SSO) procedures once City review comments are returned:

1. SSO Regulatory and Reporting Requirements
2. SSO Response Documentation
3. SSO Traffic and Crowd Control
4. SSO Volume Estimation
5. SSO Cleanup
6. SSO Water Quality Monitoring
7. SSO Santa Ynez River Closure
8. SSO Ecological and Human Health Impact Assessment
9. SSO Records Requirements
10. SSO Training Requirements

Task 3.2: Sewer System Operations and Maintenance Procedures

We will prepare draft operation and maintenance procedures when directed by the City as follows:

1. Preventative Maintenance Program
2. Lift Station Operations and Maintenance
3. Annual and High Maintenance Area Sewer Collection System Cleaning and Reporting
4. Annual Map/GIS Updates
5. Underground Service Alert (USA) Marking
6. Fats, Oils, and Grease (FOG) Program
7. Routine Traffic and Crowd Control
8. Sewer Connection Requests
9. Collection System Training Requirements

Task 3.3: Management Procedures

When directed, we will draft the following management procedures which are required by the General Provisions or section D.13 of the SSS WDR:

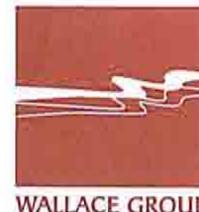
1. SSSWDR Order Tracking and Training
2. Customer Complaint/Customer Contact Form
3. Sewer Rate Structure/Accounting Audits

Task 3.0 Deliverables:

Wallace Group will produce individual SOPs for each of the areas described above.

Task 3.0 Schedule:

A schedule for development of SOPs will depend on the level of effort requested by the City. The following estimate schedule is for the development of the twenty-two (22) SOPs listed above and is subject to change:



Task Name	Responsible Party/Duration	Locations
1. SOP Update Meeting	Wallace Group Staff and City Public Works Staff/two (2) hours	City Public Works Office
2. SOP Development	Wallace Group and City Public Works Staff/six (6) weeks when direction is given by the City to proceed. EOPs are in draft form, Sewer System Operation and Maintenance Procedures and Management Procedures have not started.	Wallace Group Office
3. Issue Draft SOPs	Wallace Group	Wallace Group Office
4. Receive comments, resolve, and issue final SOPs to City	Turnaround for City PW Staff comments - three (3) weeks. Wallace Group Staff- three (3) weeks after all comments are received.	Wallace Group Office

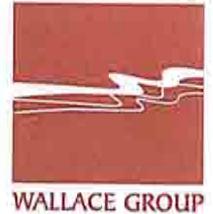
Task 4.0 Management of Fats, Oils, and Grease (FOG) Program FY 2014/15
 Wallace Group has managed the City's FOG Program since 2009. Effective implementation of the program has been instrumental in reducing SSOs to less than one per year on average.

The FOG Program is an element of the Sewer System Management Plan (SSMP) whose primary purpose is to inform and direct Food Service Establishments (FSEs) to manage their FOG to prevent and reduce Sanitary Sewer Overflows (SSOs).

Task 4.1: FOG Program Management

Wallace Group will continue to perform FOG permitting, semiannual inspections, and re-inspections for the City at its Food Service Establishments (FSEs) for Fiscal Year 2014/15. The FOG Program will include the following:

1. One - one (1) hour meeting to confirm goals for the FY 2014/15 FOG Program.
2. A semiannual inspection of approximately forty (40) FSEs.
3. Performance of re-inspections when non-compliant conditions are identified.
4. Implementation of enforcement response with the City Public Works Director for FSEs who remain noncompliant.
5. Annual permit renewal of FSEs enrolled in the FOG Program.
6. Education and permitting of new FSEs that opened for business in FY 2014/15 and removal from the FOG Program of those FSEs that have closed.
7. Issuance of quarterly reports documenting FOG program status.



Task 4.0 Deliverables:

- Electronic copies of all inspection reports (PDF format)
- Electronic copies of all permit applications and permits issued (PDF format)
- Quarterly reporting of FOG program status (PDF format)
- Electronic copies of updated outreach materials provided to FSEs as applicable (PDF format)
- Electronic copies of updated outreach materials for residential FOG education (PDF format)

Task 4.0 Schedule:

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2014/15 FOG Program meeting after July 7, 2014 and schedule the next round of FOG inspections.

Task 5.0 Management of Pretreatment Program FY 2014/15

The City Pretreatment Program is a requirement of the Central Coast RWQCB WDR Permit, Order No. 99-134, which requires the City to conduct certain Pretreatment Program activities.

The purpose of the City Pretreatment Program is to work with existing and new businesses in the City to regulate their discharge of process wastewater in order to protect the POTW from harmful pollutants.

Implementation and management of the City Pretreatment Program by Wallace Group since 2009 has assisted the City in meeting its effluent discharge limits at the WWTP.

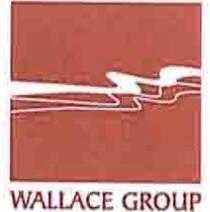
Task 5.1: Pretreatment Program Management:

Wallace Group will continue to perform Pretreatment Program Industrial User (IU) permitting, annual inspections and re-inspections for the City for its identified IUs for FY 2014/2015 by performing the tasks below:

1. One, one (1) hour meeting to confirm goals for the FY 2014/15 Pretreatment Program.
2. An annual inspection of approximately fifteen (15) IUs.
3. Performance of re-inspections when non-compliant conditions are identified.
4. Implementation of enforcement response with the City Public Works Director for IUs who remain noncompliant.
5. Permit renewal of IUs enrolled in the Pretreatment Program.
6. Education and permitting of new IUs who open for business in FY 2014/15, and removal from the Pretreatment Program of those IUs that have closed.
7. Issuance of quarterly reports documenting Pretreatment Program status.

Task 5.0 Deliverables:

- Electronic copies of all Industrial Wastewater Discharge (IWD) inspection reports (PDF format)
- Electronic copies of all issued IWD permit applications and permits (PDF format)
- Electronic copies of all received IU Monitoring Reports (PDF format)
- Quarterly reporting of Pretreatment Program status (PDF format)
- Electronic copies of updated outreach materials provided to Industrial Users as applicable (PDF format)



- Electronic copies of updated outreach materials for Industrial User education as applicable (PDF format)

Task 5.0 Schedule:

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2014/15 Pretreatment Program meeting after July 7, 2013 and schedule the next round of Pretreatment inspections.

Task 6.0 Storm Water Program Management Services

The City Storm Water Management Program was initiated in September of 2010.

The purpose of the City Storm Water Management Program is to ensure compliance with the State program by working with existing and new businesses in the City to educate them about best management practices for site storm water runoff control and about the State Water Resources Control Board Industrial General Permit.

Many of the facilities regulated by the FOG and/or Pretreatment Program are also regulated by the Storm Water Program. The City can leverage Wallace Group field staff time by having us also conduct Storm Water Program activities.

Task 6.1: Storm Water Management Program:

Wallace Group will conduct educational outreach to businesses permitted in the Pretreatment Program along with other businesses identified by the City Public Works Director/City Engineer in FY 2014/2015 by performing the tasks below:

1. One, two (2) hour meeting to determine goals for the FY 2014/15 Storm Water Program compliance activities; and
2. Issue a Storm Water educational outreach flyer to Pretreatment Permitted Businesses and other businesses identified by the Public Works Director/City Engineer during Pretreatment inspections;
3. Document storm water outreach efforts in reports to the Public Works Director/City Engineer; and
4. Issuance of quarterly reports documenting Storm Water Program status.

Task 6.0 Deliverables:

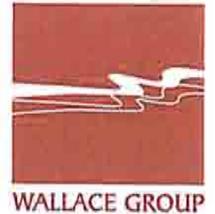
- Electronic copies of all Storm Water Outreach Reports (PDF format)
- Quarterly reporting of Storm Water Outreach status (PDF format)
- Electronic copies of updated outreach materials provided to Businesses as applicable (PDF format)

Task 6.0 Schedule:

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2014/15 Storm Water Program meeting after July 7, 2014.

TO BE PROVIDED BY THE CLIENT

- Comments on Draft Emergency Operating Procedures
- Documents, records, invoices that document operation and maintenance activities completed by contract or City staff



ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

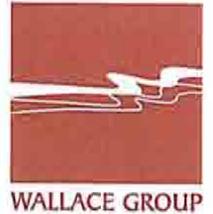
- Revisions to the City Municipal Code
- GIS database and maps
- Survey
- Hydraulic study
- Local limits study
- Public education television and radio ads
- California Integrated Water Quality Information System (CIWQS) Reporting

PROJECT FEES

The project fees are shown allocated by task to indicate our expected distribution of work. However, the task fee allocations are not individual contract limits.

Wallace Group will perform the services denoted in Task 1.0 through Task 6.0 the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that over the next 12 months, our fees will be \$5,000 to \$20,000 per month with a total not to exceed a 12 month total of \$113,250 based upon the following breakdown:

Wallace Group Professional Service	Estimated Cost
Task 1.0 Public Works Regulatory Compliance Project Management and Meetings	\$8,900
Task 2.0 Sewer System Management Plan, 5 Year Update, Rev. 2.0	\$24,800
Task 3.0 Collection System Standard Operating Procedures	\$24,000
Task 4.0 Management of Fats, Oils, and Grease (FOG) Program FY 2014/15	\$18,300
Task 5.0 Management of Pretreatment Program FY 2014/15	\$27,250
Task 6.0 Storm Water Services	\$10,000



These services will be invoiced monthly on an accrued basis in accordance with the attached Schedule of Fees (Exhibit A). Reimbursables are included in the time and materials estimated fee amount stated above.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with the City of Buellton Agreement for Professional Services, and is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office and/or prepare a Purchase Order which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Heather Billing.

Sincerely,

WALLACE GROUP, a California Corporation

A handwritten signature in blue ink that reads "Brad Hageman".

Brad Hageman, PE 38199

Director

612 Clarion Court

San Luis Obispo

California 93401

T 805 544-4011

F 805 544-4294

www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

Attachments
sr: PP14-5147, 200903
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. *Wallace* shall provide and maintain insurance, acceptable to the City Manager or City Council, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by *Wallace*, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. *Wallace* shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the *Wallace* and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the *Wallace's* profession.

2. Minimum Limits of Insurance. *Wallace* shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 5 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the CITY FINANCE DIRECTOR.

2. General Liability Accident -- Mobile Liability Rates.

(1) CITY and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities *Wallace* performs; products and completed operations of *Wallace*; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by *Wallace*. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) *Wallace's* insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, *Wallace's* insurance.

(3) *Wallace's* insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by *Wallace*.

C. Other Requirements. *Wallace* agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that *Wallace* furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. *Wallace* shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or

appointed officers, officials, employees and volunteers or the *Wallace* shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit *Wallace's* liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

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: August 14, 2014

Subject: Consideration of Amended Contract with Autosys for SCADA/Instrumentation/Electrical Technician Services

BACKGROUND

The City of Buellton operates and maintains 4 groundwater wells, 2 water treatment plants, 3 reservoirs, 1 booster station and a network of water distribution system. While the City has operation staff, all control systems (supervisory control and data acquisition – SCADA), telemetry, instrumentation and electrical technician services has been contracted out.

Kevin Seifert, CEO of Autosys has been providing SCADA/Instrumentation/Electrical Technician Services to the City since 2007. His services include programming, repair, maintenance, and troubleshooting of the electrical and electronic components of the City’s water system, including the PLC systems, control equipment and peripherals, telemetry equipment. In addition, he has also been servicing meters at the wastewater treatment plant.

Mr. Seifert has been assisting staff in replacement of various control hardware and has also been instrumental in repairing communication controls of the entire water system. He is currently updating the City’s SCADA system. He is a Certified Control Systems Technician and a Licensed Electrical Contractor. He also held certifications as a water treatment operator (T2) and distribution operator (D1).

In order to provide continuity of services, staff has worked with Autosys for the Scope of Services to be performed in this fiscal year, which includes continued installation and programming of equipment, servicing of water treatment plants, regular inspection of SCADA equipment, inspecting and repair of electrical controls and assisting with emergency reliability at both the water and wastewater treatment plants.

FISCAL IMPACT

This professional consulting service, estimated at \$65,000 has been included in the FY 2014/15 budget.

RECOMMENDATION

Staff recommends that Council authorize the amended contract with Autosys, Inc. and authorize the City Manager to execute that contract.

ATTACHMENT

Attachment 1 – Professional Consulting Services Contract

ATTACHMENT 1

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
AUTOSYS, INC.**

TABLE OF CONTENTS		PAGE
SECTION 1.	TERM OF AGREEMENT	1
SECTION 2.	SCOPE OF SERVICES	1
SECTION 3.	ADDITIONAL SERVICES	1
SECTION 4.	COMPENSATION AND METHOD OF PAYMENT	1
SECTION 5.	INSPECTION AND FINAL ACCEPTANCE	2
SECTION 6.	OWNERSHIP OF DOCUMENTS	2
SECTION 7.	CONTRACTORS BOOKS AND RECORDS	2
SECTION 8.	STATUS OF CONTRACTOR	3
SECTION 9.	STANDARD OF PERFORMANCE	3
SECTION 10.	COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES	4
SECTION 11.	NONDISCRIMINATION	4
SECTION 12.	UNAUTHORIZED ALIENS	4
SECTION 13.	CONFLICTS OF INTEREST	4
SECTION 14.	CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION	5
SECTION 15.	INDEMNIFICATION	5
SECTION 16.	INSURANCE	6
SECTION 17.	ASSIGNMENT	6
		PAGE

SECTION 18.	CONTINUITY OF PERSONNEL	6
SECTION 19.	TERMINATION OF AGREEMENT	7
SECTION 20.	DEFAULT	7
SECTION 21.	EXCUSABLE DELAYS	7
SECTION 22.	COOPERATION BY CITY	7
SECTION 23.	NOTICES	8
SECTION 24.	AUTHORITY TO EXECUTE	8
SECTION 25.	BINDING EFFECT	8
SECTION 26.	MODIFICATION OF AGREEMENT	8
SECTION 27.	WAIVER	8
SECTION 28.	LAW TO GOVERN; VENUE	9
SECTION 29.	ATTORNEYS FEES, COSTS AND EXPENSES	9
SECTION 30.	ENTIRE AGREEMENT	9
SECTION 31.	SEVERABILITY	9
EXHIBIT "A"	SCOPE OF SERVICES/PROPOSAL	A-1
EXHIBIT "B"	INSURANCE	B-1

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
AUTOSYS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BUELLTON AND AUTOSYS, INC. ("AGREEMENT"), is made and entered into this 14th day of August 2014, by and among the City of BUELLTON a municipal corporation ("CITY") and AUTOSYS, INC. (CONSULTANT).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT. Such term may be extended upon written agreement of both parties to this AGREEMENT on an annual basis as executed by the City Manager.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES/PROPOSAL" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed

and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANTS BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular

business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY; whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY,

nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

Basic Provisions. In performing the Work, CONSULTANT agrees as follows:

(1) CONSULTANT will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. CONSULTANT will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause.

(2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.* as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager.

CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

INDEMNITY FOR PROFESSIONAL LIABILITY: When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any entity or individual for

which CONSULTANT shall bear legal liability) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT 's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty- (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY, which is in CONSULTANT's possession, shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES/PROPOSAL", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:	City of Buellton Attn: Rose Hess P.O. Box 1819 107 W. Highway 246 Buellton, CA 93427
To:	Autosys, Inc. Att: Kevin Seifert PO Box 3092 Atascadero, CA 93423

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and attached Exhibit "A", the terms and conditions of this AGREEMENT shall control. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any

provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

By: _____

By: _____

Title: _____

Title: _____

CITY OF BUELLTON

APPROVED AS TO FORM:

By: _____
CITY MANAGER

Ralph Hanson, City Attorney

ATTEST:

Linda Reid, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL

[NOTE: Scope of Services and Autosys, Inc. Compensation is set forth in the letter from Autosys, Inc. - dated July 28, 2014, attached hereto and incorporated herein by this reference. Total compensation shall not exceed \$65,000.]

AUTOSYS, INC.

Contractor License #872667

P.O. Box 3092, Atascadero, CA 93423
805-438-3935

Automation Systems Integration and Service

July 28, 2014

Rose Hess, Director of Public Works
City of Buellton, California

Ms Hess:

I am honored with the opportunity to present a proposal to continue providing Professional Services to the City of Buellton.

I have personally been providing services related to the City's Water and Waste Water SCADA, Telemetry, Instrumentation, and Electrical Systems for approximately 7 years. It has been a pleasure working with you and your Staff and I look forward to many more years of service to the City.

Please feel free to contact me directly at any time with any questions or concerns you or your Staff may have.

At Your Service,



Kevin T. Seifert – CEO / Project Manager
Autosys, Inc.

July 28, 2014

Proposal for Professional Services

Proposed to:

City of Buellton Public Works
Buellton, California
Rose Hess, Public Works Director

Proposed Services:

1. Perform labor on a as-needed basis, both scheduled and emergency call-out, for the design, installation, troubleshooting, repair, programming, and calibration of the City's Water and Waste Water SCADA, Telemetry, Instrumentation, and Electrical Systems.
Including but not limited to these tasks:
 - a) Installation and programming of the replacement SCADA equipment and software.
 - b) Maintenance and calibration of the chlorine residual analyzers at Well 9 and McMurray Water Treatment Plants
 - c) Inspection and testing of the SCADA primary and back-up power batteries at all sites.
 - d) Calibration of the Influent Flow Meter at the Waste Water Treatment Plant
 - e) Inspection of electric motor controls and report with recommendations for repair or replacement.
 - f) Inspection of lift station controls and calibration of level instrumentation
 - g) Design, installation, and programming labor to rebuild and commission the Backwash Water Recycle System at both McMurray WTP and Well 9 WTP.

Billing for Services:

I estimate the annual billing for FY 2014-2015 to total \$65,000.00

Materials and equipment will be quoted, approved, and billed separately. A 20% markup will be applied to all material and equipment sales. Shipping costs will be prepaid and billed. All material and equipment are subject to Sales Tax at 8.0%

Invoices will be generated on a bi-weekly basis with Net 30 Terms.

Labor is billed by the hour, with a minimum of one hour. Our labor rate sheet is attached.



Kevin T. Seifert – CEO / Project Manager
Autosys, Inc.

AUTOSYS, INC.

Contractor License # 872667

Corporate Office
P.O. Box 3092, Atascadero, CA 93423 ~ (805)464-7170 ~ email@autosysnet.com
Automation Systems Integration and Service

RATE SHEET 2014

CLASSIFICATION	REGULAR	PREMIUM	OVER TIME	PREMIUM O.T.
TECHNICAL CONSULTING	\$175	\$210	\$260	\$350
DESIGN / PROJ. MANAGMENT	\$160	\$192	\$240	\$320
I.T. / PROGRAMMING	\$145	\$174	\$217	\$290
FIELD TECHNICAL	\$135	\$162	\$202	\$270
SHOP TECHNICAL	\$115	\$138	\$172	\$230
DRAFTING / CAD	\$105	\$126	\$157	\$210

FOR A 2 PERSON TEAM MULTIPLY RATE BY 1.5

**EMERGENCY RESPONSE (LESS THAN 24 HOURS NOTICE) IS BILLED AT PREMIUM RATES AND ABOVE,
WITH A MINIMUM 2 HOUR CHARGE AND PORTAL-TO-PORTAL**

**NORMAL RATES ARE BILLED PER HOURS WORKED, ACCORDING TO THE TIME DEFINITION, WITH A
MINIMUM 1 HOUR CHARGE.**

SERVICE VEHICLE MILEAGE IS BILLED AT \$2.00 PER MILE FROM POINT OF DISPATCH

EQUIPMENT, MATERIAL, SUPPLIES, AND SHIPPING ARE BILLED AT COST+20%

SALES TAX MAY APPLY

TIME DEFINITIONS

REGULAR TIME 6 A.M. TILL 6 P.M. WEEKDAYS, NOT A HOLIDAY

PREMIUM TIME 6 A.M. TILL 6 P.M. WEEKENDS OR HOLIDAYS

OVER TIME 6 P.M. TILL 6 A.M. WEEKDAYS, NOT A HOLIDAY

PREMIUM O.T. 6 P.M. TO 6 A.M. WEEKENDS OR HOLIDAYS

RATES ARE SUBJECT TO CHANGE

CONFIDENTIAL

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Council, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the (CONSULTANT)'s profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 5 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the CITY FINANCE DIRECTOR.

2. General Liability Accident -- Mobile Liability Rates.

(1) CITY and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

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: Carolyn Galloway-Cooper, Finance Director

Meeting Date: August 14, 2014

Subject: Revenue and Expenditure Reports through June 30, 2014

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

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

ATTACHMENT

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

ATTACHMENT 1

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

cgc: 8 5 14

100%

2013 2014

Account Number	Description	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FY: 2013-14
001-301-4001-000	Property Tax - Secured			-	50,539		340,834				382,953	4,260	24,811	803,397
001-302-4002-000	Property Tax - Unsecured			-	35,901							3,033		38,934
001-309-4007-000	Homeowners Exemptions				-		1,048	2,445				2,445	1,048	6,986
001-310-4101-000	Franchise Fees	5,303	10,922	10,260	11,069	5,308	10,945	10,908	69,565	10,218	45,288	5,575	10,951	206,312
001-311-4102-000	Sales Tax	137,505	97,900	130,500	135,611	92,000	122,700	142,045	87,200	116,300	146,861	102,100		1,310,722
001-311-4115-000	Sales Tax Compensation	-	-	-	-	-		225,647				225,657		451,304
001-312-4103-000	Transient Occupancy Tax (TOT)	179,303	185,789	129,511	124,927	115,010	99,660	86,850	98,410	124,529	137,836	160,663	160,782	1,603,270
001-320-5801-000	Buellton Recreation Program	16,342	7,423	4,895	5,358	3,729	4,894	5,761	4,632	6,715	2,556	20,708	15,242	98,255
001-320-5801-001	Recreation Program (50/50)	8,752	3,478	4	843	-	4,335	-	-		2,898	9,686	8,965	38,961
001-320-5802-000	Buellton Rec Pgm Trips	2,934	3,033	4,088	7,850	1,866	2,615	2,872	2,390	11,573	1,015	232	2,707	43,175
001-321-4106-000	Property Transfer Tax	-	1,612	1,510	1,833	3,258	791	1,261		800	1,653	2,675	842	16,235
001-322-4107-000	Motor Vehicle in Lieu Tax			2,069	-									2,069
001-322-4116-000	MV License Fee			-	-			184,801				184,800		369,601
001-325-5814-000	Park Reservation Fees	240	2,520	600	440	240	40	440	40			3,370	440	8,370
001-333-4506-000	CA Indian Gaming Grant			-									83,376	83,376
001-333-4508-000	COPS Grant			-										-
001-340-4401-000	Criminal Fines and Penalties	-	-	4,556	-	6,878	2,603	3,000	2,516	5,446	4,293		4,863	34,155
001-342-4402-000	Fines and Fees		460	627				590	876	390	260		148	3,351
001-345-4904-000	Interest	-	-	5,949	-	-	4,922	909		12,890		4,246	4,811	33,727
001-346-4905-000	Rent	5,739	5,739	5,739	5,739	5,739	5,739	5,739	5,739	5,739	5,739	5,739	5,739	68,868
001-347-4801-000	Law Enforcement Cost Recovery	10	-	19	10		38	10			56	29	19	191
001-348-4403-000	Event Applic Fee/Temp Use	200	155	100	200			100			410			1,165
001-357-4802-000	Zoning Clearance	180	180	45	90	45	115				315		225	1,195
001-357-4803-000	Document Sales	260	65	-	-	600					20		210	1,155
001-357-4806-000	Time Extension Fees							-						-
001-357-4801-110	Crossroads at the Village		-		-									-
001-357-4808-000	Code Enforcement Fines		-		100									100
001-376-4908-000	CA Prop 1B Revenue				-									-
001-378-4205-000	Small Permits	1,500	750	200	1,000	500	1,000	250	7,500		1,000	30,000	7,500	51,200
001-390-4917-000	Miscellaneous		3,810		23	9			70		709	63	-	4,684
001-390-4918-000	Cost Reimbursement	2,741			322				-			3,246		6,309
	Transfer In						64,940							64,940
TOTAL REVENUE (ACTUAL THROUGH JUNE):		361,009	323,836	300,672	381,855	235,182	667,219	673,628	278,938	294,600	733,862	768,527	332,679	5,352,007

Percentage Received: 95%
 Budget: 5,625,065

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

cgc: 8 5 14

2013

2014

100%

Department No.	Description	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FY: 2013-14
001-401	City Council	6,744	12,191	11,886	8,262	10,539	13,111	8,877	11,261	9,891	8,712	9,165	9,199	119,838
001-402	City Manager	11,787	16,330	16,822	16,902	18,102	16,336	16,688	17,046	16,153	16,199	16,209	16,674	195,248
001-403	City Clerk	5,415	8,967	8,133	7,810	11,997	9,971	7,899	7,855	9,688	8,667	7,637	9,167	103,206
001-404	City Attorney	-	30,732	-	31,346	31,100	9,873	-	10,754	23,215	9,775	-	35,441	182,236
001-410	Non-Departmental	36,971	3,655	46,840	54,369	38,671	44,994	32,693	43,738	22,065	24,189	41,843	151,476	541,504
001-420	Finance	19,512	29,260	57,405	49,349	35,363	31,817	15,579	15,265	74,485	20,946	21,059	25,815	395,855
001-501	Police and Fire	-	141,699	140,476	143,803	141,992	376,968	140,542	328,040	141,293	141,778	48,219	42,643	1,787,453
001-510	Library	-	342	372	355	328	87,529	306	351	310	311	57	1,497	91,758
001-511	Recreation	21,876	46,971	35,709	32,256	38,678	42,504	54,962	42,160	31,347	34,666	44,191	42,855	468,175
001-550	Street Lights	-	4,378	4,397	4,506	4,511	4,452	4,377	4,347	4,324	7,386	-	13,843	56,521
001-551	Storm Water	-	4,864	13,037	-	4,964	6,872	49,670	24,463	6,971	11,275	-	30,318	152,434
001-552	Public Works - Parks	13,972	9,115	11,141	8,976	3,762	7,496	10,549	8,108	10,548	10,083	13,752	40,580	148,082
001-556	Public Works - Landscape	5,000	5,814	6,257	10,220	1,343	5,571	9,949	12,291	5,187	5,164	4,675	8,003	79,474
001-557	Public Works - Engineering	-	5,453	13,380	-	-	-	25,901	10,714	13,829	32,405	-	16,313	117,995
001-558	Public Works - General	28,394	36,076	37,421	39,543	37,394	36,607	45,004	57,536	45,843	33,654	38,495	70,147	506,114
001-565	Planning/Community Dev	19,736	12,874	42,995	30,459	14,589	15,446	21,730	15,714	21,221	19,782	16,717	28,971	260,234
	Transfer to CIP fund 92 (updated in June)	-	-	-	-	-	-	-	-	-	-	-	73,310	73,310
	TOTAL EXPENDITURES (ACTUAL THROUGH JUNE):	169,407	368,721	446,271	438,156	393,333	709,547	444,726	609,643	436,370	384,992	262,019	616,252	5,279,437

Percentage spent:	84%
Budget	6,102,870
Amendments (1/23/14)	200,900
Amended Budget	<u>6,303,770</u>

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager

Meeting Date: August 14, 2014

Subject: Authorization for City Manager to Send Correspondence to Albertsons Regarding Vehicular Openings at Town Center West and East

BACKGROUND

In order to facilitate the openings between Town Centers West and East, Albertsons has requested that the City make certain stipulations regarding the openings. Attachment 1 is a draft letter to Albertsons containing those stipulations. Both the City Manager and City Attorney agree that the requested items in the letter are acceptable to the City. Therefore, staff is seeking City Council authorization to send the letter.

RECOMMENDATION

That the City Council authorize the City Manager to send the letter included as Attachment 1 to the Albertsons Corporation.

ATTACHMENT

Attachment 1 – Draft Letter to Albertsons



City of Buellton

August 14, 2014

Jeff Dierck
Albertsons - Southern California Division
1421 S. Manhattan Avenue
Fullerton, CA 92831

RE: Access Agreement – Buellton Shopping Centers

Attached is the revised Access Agreement with the changes you have requested that has been signed by the other eight property owners. Per your previous correspondence, please sign and notarize the attached agreement so we may begin construction of the project.

The City of Buellton further acknowledges and agrees to the following regarding the access agreement between Town Centers West and East in the City of Buellton:

- The City is providing funds for the construction of both Access Points, including receptacles for future installation of bollards at the southern Access Point. The sole expense of purchasing and installing the bollards if necessary will be the responsibility of Albertsons.
- That if the southern Access Point is closed for any reason, under no circumstances will the City of Buellton consider that any prescriptive easement attaches to this area over the passage of time.
- That the method of closing the southern Access Point as shown on the approved construction documents for the project hereby complies with all City requirements and ordinances.
- A copy of this letter has been provided to the other eight property owners.
- That the Agreement is fully enforceable and not limited by governmental immunity principles.
- Per City Council action on August 14, 2014, the City Council has authorized the City Manager to sign this letter and bind the City to the terms of this letter and that all City processes have been followed.

If you have any questions, please call me at 805-866-5177.

Sincerely,

Marc P. Bierdzinski
City Manager

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 10

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager
Ralph D. Hanson, City Attorney
Shawn O'Grady, Sheriff Lieutenant

Meeting Date: August 14, 2014

Subject: Discussion Regarding Homeless Population in Buellton

BACKGROUND

Based on requests from the public, the City Council directed staff to return to the City Council with a discussion of options regarding the perceived increase in the homeless population in Buellton. The City Manager, City Attorney, and the Buellton Sheriff Station Commander met to identify the issues.

It appears that the homeless population in and around Buellton has increased, with homeless camps being established in the riverbed and some areas within the City Limits. The homeless then travel throughout the City during the daylight hours.

Staff has identified two main issues with the homeless population: camping and panhandling. A summary form the League of California Cities is included as Attachment 1.

Camping

Illegal camping results in several problems, including potential for fires, damage and impacts to river habitat, trash and litter, and fights among the homeless.

The camping areas that are outside the City Limits are the responsibility of the Sheriff and possibly Fish and Wildlife working in conjunction with the property owners. The County ordinance on illegal camping would apply in these areas and is what the Sheriff uses for enforcement. The Sheriff has obtained three quad runners for enforcement of a variety of issues in the riverbed that will begin shortly.

Camping within the City Limits is enforced depending on the camp's location. Camps on public property are enforced by the Sheriff using our existing Municipal Code sections that prohibit camping on public property, including streets and sidewalks. The courts have regularly upheld these restrictions on camping on public property.

City Staff and the Sheriff would take the following steps in dealing with homeless encampments on private property:

1. Identify the property owner.
2. Determine whether the property owner has granted permission to the homeless squatters.
3. Determine whether the property owner consents to Sheriff/Code Enforcement entry upon the property for the removal of the homeless encampment/squatters.

If the homeless person is present, the Sheriff will ask the squatters to leave voluntarily and remove their belongings. Without the property owner's permission, the squatters are committing misdemeanor trespass in violation of Penal Code section 602(m), which prohibits "[e]ntering and occupying real property or structures of any kind without the consent of the owner, the owner's agent, or the person in lawful possession." Unless there is a need for the immediate removal of the homeless from the property (a threat to life and safety), it would be appropriate to give them a minimum of 24-48 hour notice. If they remain on the property after that, they would be cited after that period has expired.

If the homeless person is not present, the City/Sheriff should avoid confiscating the property of homeless individuals. In a situation in which a homeless individual has been directed to leave private property but cannot take all of his or her property, or where the homeless person is not present, the City/Sheriff should leave that property in place. It should be the responsibility of the property owner and the homeless individual to dispose of and/or retrieve left-over property. If the property owner does not clean and secure the property, the City may use code enforcement to resolve any remaining nuisance conditions.

In any situation in which the property owner does not consent to the City's removal of a homeless encampment, the City would address the situation as a standard nuisance abatement issue through the code enforcement process. The City would not remove homeless encampments on its own in such situations but would work through the code enforcement process.

Therefore, mechanisms are in place to address illegal camping and these are being enforced by the Sheriff and the City.

Panhandling

It does not appear that panhandling is a major issue in town. Most of the homeless are seen walking through town. Panhandling mainly occurs around the Albertsons shopping center.

Aggressive panhandling can currently be addressed, and is addressed by the Sheriff, through Penal Code Section 647(c) that states that "anyone who accosts other persons in any public place or in any place open to the public for the purpose of begging or soliciting alms." This statute has been upheld against constitutional challenge. However, this statute does not apply to simply sitting and begging.

Persons who simply sit and beg, or loiter on a property, can only be enforced by the Sheriff if the property owner files a formal citizen's complaint of trespassing (Penal Code 602).

Statutes are in place to address aggressive panhandling and trespassing. A panhandling ordinance could be developed but may just duplicate existing regulations. However, the only benefit to a panhandling ordinance is that it would allow the City to enforce some of these issues through the code enforcement process in conjunction with the Sheriff. The County DA has indicated they would assist the City in developing such an ordinance. Santa Maria and Lompoc have recently enacted aggressive panhandling ordinances.

We are also contacting the Central Coast Collaborative on Homelessness and the Buellton Senior Center on possible reasons the homeless are being attracted to this area and possible solutions. A report will be provided at the City Council meeting.

FISCAL IMPACTS

None at this time.

RECOMMENDATION

Receive the report from staff. Staff does not recommend any actions at this time, however, staff may verbally provide recommendations at the meeting once additional information is received.

ATTACHMENT

Attachment 1 – LOCC White Paper



Enforcement of Aggressive Panhandling and Local Camping and Sleeping Ordinances

Thursday, September 19, 2013; 9:30 – 11:30 a.m.

**Marco A. Martinez, City Attorney, Azusa, Colton & Covina
Christine Dietrick, City Attorney, San Luis Obispo**

ENFORCEMENT OF AGGRESSIVE PANHANDLING AND CAMPING AND SLEEPING ORDINANCES

I. Introduction

Homelessness and transiency are complex problems faced by many cities in California. Managing both the needs of homeless individuals and the secondary effects associated with homelessness and transiency can involve navigating a variety of legal issues. This paper aims to identify and evaluate some of the legal tools available to cities to address some of the nuisance conditions and conduct often associated with transient or homeless individuals.

A. Homeless Statistics

Federal law defines the term “homeless individual” to include:

1. An individual who lacks a fixed, regular and adequate nighttime residence; and
2. An individual who has a primary nighttime residence that is:
 - (A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - (B) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.¹

On any given night in the United States, approximately 633,782 persons are considered homeless individuals.² One third of these are unsheltered and staying in places not meant for human habitation. Many of these are families.

The statistics below come from the 2012 update of the United States Interagency Council on Homelessness:

Just under half of all persons experiencing homelessness at a single point in time (46 percent) reside in four States: California, Florida, Texas, and New York (see Table 4). Together these four States

¹ 42 U.S.C. §11302(a).

² Source: “The 2012 Point in Time Estimates of Homelessness,” U.S. Department of Housing & Community Development, Office of Community Planning & Development, 2012.

represent just 33 percent of the overall U.S. population.⁶ In three of these States (CA, FL, and TX), the percentage of home less persons who were unsheltered is significantly higher than the national average of 38 percent.

The Concentration of Homelessness in the United States (2012)

State	Sheltered		Unsheltered		Total
	Count	Percentage	Count	Percentage	
California	45,890	(35%)	85,008	(65%)	130,898
Florida	19,832	(36%)	35,338	(64%)	55,170
New York*	65,482	(94%)	4,084	(6%)	69,566
Texas	17,501	(51%)	16,551	(49%)	34,052
					289,686

Source: U.S. Department of Housing and Urban Development, 2012 Point In Time Count, <http://www.hudhre.info/index.cfm?do=viewHomelessRpts>

Note:

New York City accounts for 81 percent of the homeless population in the State of New York.

Unlike other States, New York’s Legal Right to Shelter (based on a 1979 class action lawsuit against New York City and State) ensures greater availability of local and State resources; consequently there is a low proportion of unsheltered versus sheltered persons

Recent trends have seen a decrease in the number of homeless individuals and families. Since 2007, homelessness on any given night has decreased 5.7%. The percentage of persons who are unsheltered has also declined by 13.1%. More importantly, the number of homeless families has declined by 8%, such that 6,778 family households are considered homeless on any given night.

Despite recent decreases in homeless individuals and families, cities continue to grapple with the secondary impacts, both real and perceived, of homelessness and transiency. Much of the literature regarding secondary effects cite to a U.S Department of Justice, Office of Community Oriented Policing Services (2003) publication, which concludes that

“ Contrary to common belief, panhandlers and homeless people are not necessarily one and the same. Many studies have found that only a small percentage of homeless people panhandle, and only a small percentage of panhandlers are homeless.”

Most panhandlers are not interested in regular employment, particularly not minimum-wage labor, which many believe would scarcely be more profitable than panhandling. Some panhandlers' refusal to look for regular employment is better explained by their unwillingness or inability to commit to regular work hours, often because of substance abuse problems. Some panhandlers buy food with the money they receive, because they dislike the food served in shelters and soup kitchens.³

While the report cited is now a decade old, and the data on which it relies even more dated, the perception of accuracy and the sentiment reflected are often repeated, in literature on the issue, as a matter of public perception, and among law enforcement personnel called on to address secondary effects of transiency, such as aggressive panhandling, public intoxication and public urination and defecation and aggressive or assaultive behaviors. These concerns about health, sanitation, aesthetics and access to parks and other public property, and antisocial behavior have led many cities to adopt laws that criminalize typical homeless or transient activities such as panhandling and sleeping and storing personal belongings in public places. Those actions have, in turn, generated legal challenges to the regulatory approaches that require careful attention by cities attempting to navigate this difficult terrain.

B. Brief Discussion of the Homeless and Transiency Problem

Homelessness is a broad social problem, with myriad root causes, generating widely divergent perspectives on the best means by which to address the problems that cause individuals and families to experience homelessness, as well as the impacts of homelessness on communities and their residents, businesses and economies. Congress passed and the President signed legislation, the Helping Families Save Their Homes Act of 2009, which requires the United States Interagency Council on Homelessness to devise resources and a comprehensive strategic plan to end homelessness that can be used by cities around the country to begin to address homelessness and its impacts on individuals, families and communities in the most effective manner. In the meantime, it is clear that California cities are disproportionately impacted by homelessness and the needs and impacts of homeless residents and those cities are at an extreme resource

³ Scott, Michael S, U.S. Department of Justice, Office of Community Oriented Policing Services: Problem-Oriented Guides for Police –Panhandling, Problem-Specific Guides Series No. 13 (2003), citing to: Ellickson, R. (1996). "Controlling Chronic Misconduct in City Spaces: Of Panhandlers, Skid Rows and Public-Space Zoning." *Yale Law Journal* 105(5):1165–1248; Teir, R. (1998). "Restoring Order in Urban Public Spaces." *Texas Review of Law & Politics* 2:256–291; Goldstein, B. (1993). "Panhandlers at Yale: A Case Study in the Limits of Law." *Indiana Law Review* 27(2):295–359; Manning, N. (2000). "The Make-It-Count Scheme: A Partnership Response to Begging in Stoke-on-Trent City Centre." *Problem-Solving Quarterly* 13(3):5–8.

disadvantage in addressing the problems in any comprehensive way.

C. Manifestation as Aggressive Panhandling & Camping

From the perspective of many local agency elected officials, and their city attorneys, the issues of panhandling and anti-camping, whether in vehicles on the public streets or outdoors in other public places, often present themselves in the form of complaints about adverse impacts and demands that the city “do something”. Because cities, especially smaller cities, generally are not social service providers and lack resources to provide broader services to address the root causes of homelessness, cities are often called upon to exercise their police power in the form of enforcement against adverse impacts associated with camping and panhandling. The list of complaints come from residents, business owners and tourists who complain of uncivil, aggressive and even assaultive and criminal behavior exhibited by some panhandlers and/or homeless individuals occupying public and private spaces.

D. Discussion of Paper

This paper does not attempt to summarize, compile or provide commentary on the desirability, implementation or effectiveness of multidisciplinary policy and social approaches to address homelessness, although links to useful resources that do are provided at the end of this paper. Rather, this paper focuses on the tools most often used to address the impacts often associated with transient or homeless individuals, including panhandling and camping in public spaces and the potential legal pitfalls that have been associated with such approaches. The effectiveness of those tools in isolation from other broader-ranging social and economic policy considerations is an expansive topic beyond the reach of this presentation.

II. Anti-Camping Ordinances

Anti-camping ordinances typically proscribe sitting, sleeping, lying or camping on public property. Some also prohibit the storage of personal property on public property. In California, such ordinances have been upheld as constitutional under both the United States and California Constitutions.

A. State of the Law

Tobe v. City of Santa Ana, 9 Cal.4th 1069 (1995)

Perhaps the most recognized California case regarding the constitutionality of “anti-camping” ordinances is *Tobe v. City of Santa Ana*. In that case, various homeless persons and taxpayers sought to prohibit enforcement of a Santa Ana ordinance banning “camping” and storage of personal property in designated public areas (such as streets, public parking lots, parks, etc.) Plaintiffs presented evidence that the ordinance was the culmination of a four year “campaign” by the City to expel homeless

persons and contended that the ordinance was unconstitutional both facially and as applied to the specific plaintiffs. The California Supreme Court refused to entertain an “as applied” challenge to the ordinance because none of the plaintiffs showed an impermissible means of enforcement as against any of them. Therefore, the Court’s review was limited to the ordinance’s facial constitutionality.

The Court found that the ordinance did not violate Federal and State constitutional rights of interstate or intrastate travel because “[a]n ordinance that bans camping and storing personal possessions on public property does not directly impede the right to travel The right to travel does not. . . endow citizens with a ‘right to live or stay where one will.’” *Tobe*, at 1103.⁴

The Court further found the ordinance did not constitute “cruel and unusual punishment because the ordinance punished prescribed acts, not the status of being homeless. The Court analogized to *Robinson v. California*, a case decided by the United States Supreme Court which stated that while one cannot be punished for the status of being a drug addict, one can be punished for possessing or using drugs. The *Tobe* Court also held that the ordinance was not unconstitutionally vague since the terms “camping” and “storage” had clearly understandable meanings. Finally, the Court held that the ordinance was not overbroad or discriminatory because: (1) adoption of the ordinance was within the City’s police power; (2) there is no fundamental right to camp on public property; (3) the ordinance was rationally related to the City’s stated purpose of maintaining clean streets and public property; (4) the homeless are not a “suspect class;” and (5) there was no evidence that the ordinance was invidiously discriminatory on its face.

In re Eichorn, 69 Cal.App.4th 382 (1998)

Subsequent to *Tobe* a California appellate court did review the Santa Ana ordinance in light of an “as applied” challenge. Recall that the *Tobe* Court refused to consider an “as applied” challenge to the Santa Ana “anti-camping” ordinance. In *In re Eichorn*, Mr. Eichorn was cited for violating the same Santa Ana ordinance addressed in *Tobe*. While acknowledging the ordinance’s facial constitutionality, the Court held that it may be unconstitutionally applied as to certain homeless persons if they are not allowed to assert a “necessity” defense to a criminal prosecution. The Court reasoned that if a homeless person truly has nowhere to go, it would violate constitutional rights

⁴ The Court further noted that an “as applied” challenge on the right to travel may not succeed either because “the creation or recognition of a constitutional right does not impose on a state or governmental subdivision the obligation to provide its citizens with the means to enjoy that right. Santa Ana has no constitutional obligation to make accommodations on or in public property available to the transient homeless to facilitate their exercise of the right to travel.” *Id.*

to punish that person for merely trying to sleep, eat and survive.⁵ Therefore, the Court ruled that the ordinance will only survive an “as applied” constitutional challenge if a homeless defendant is allowed to present a “necessity” defense. The end result of this case is that if a homeless person truly has nowhere to go, and is forced to sleep, camp, eat, or carry out other life functions outdoors in violation of ordinance, the City cannot convict that person of a violation. Either the homeless person will be found not guilty by necessity or, if a local court refuses to allow a necessity defense to be presented, the ordinance will be considered unconstitutional as applied to that homeless defendant. This is the only case of its kind in California and could have a significant impact on the ability of cities to enforce “anti-camping” and “anti-sleeping” ordinances where there is truly a shortage of available shelter space for homeless persons.

Jones v. City of Los Angeles, 444 F.3d 1118 (9th Cir. 2006)

A more recent example of an “as applied” challenge to an anti-camping ordinance is *Jones v. City of Los Angeles*, 444 F.3d 1118 (9th Cir. 2006), which, although vacated by *Jones v. City of Los Angeles*, 505 F.3d 1006 (9th Cir. 2007), still offers significant guidance on the issue of necessity defenses. In *Jones*, the court held that “the Eighth Amendment prohibits [a city] from punishing involuntary sitting, lying, or sleeping on public sidewalks that is an unavoidable consequence of being human and homeless without shelter in [that city].” (*Jones, supra*, 505 F.3d at 1138.) Some courts have subsequently found *Jones* to be “highly persuasive”, thereby ensuring its continuing relevance to the issue of anti-camping ordinances today. (See *Lehr v. City of Sacramento*, 624 F. Supp. 2d 1218, 1226 (E.D. Cal. 2009), Following the holding in *Jones*, and holding it would be improper for a city to punish an individual for camping in public where there is no local shelter available.)

More recently, the specter of *Jones* was raised again in a decision regarding an anti-camping ordinance in Boise, Idaho. In *Bell v. City of Boise*, the Ninth Circuit found that several homeless individuals had standing to sue the City of Boise and that their claims under the Eighth Amendment were not moot as a matter of law. (*Bell v. City of Boise* 709 F.3d 890, 897 (9th Cir. 2013) .) The trial court in that case had recognized that a legal basis existed for the claims of the homeless plaintiffs but dismissed their claims as moot as a result of the adoption of a “special order” by the Chief of Police. That “special order” was intended to guide officers in the enforcement of the ordinance and generally provided that no enforcement would take place when shelters were full. (*Id.* at 895.) The Ninth Circuit seemed to accept the reasoning of *Jones* by focusing on whether the homelessness was unavoidable. (*Id.*) It concluded that the claims of the homeless persons were not moot because a special order by the Chief of Police did not foreclose any reasonable expectations of recurrence of the allegedly unconstitutional

⁵ In *Tobe*, the Santa Ana City Attorney assured the Supreme Court that “a necessity defense might be available to ‘truly homeless’ persons and that prosecutorial discretion would be exercised.” *Eichorn*, at 388. The *Eichorn* Court appears to be holding the City Attorney to this promise.

enforcement of the Ordinances. (*Id.* at 901.) *Bell* also suggests that non-binding administrative orders may be insufficient to save an ordinance from an “as applied” challenge. . (*Id.* at 901.)

B. Summary of the Current State of Anti-Camping Ordinances

Taken together, these and other anti-camping cases provide a concise summary of the status of the law when it comes to enforcement of anti-camping ordinances.

1. Eighth Amendment Challenges

The United States Supreme Court has made it fairly clear that, under the Eighth Amendment, one may not be punished solely for status or a chronic condition. (*Robinson v. California*, 370 U.S. 660, 666 (1962).) As such, one may not be punished simply for being homeless. However, a city may impose a criminal sanction for public behavior which may create substantial health and safety hazards, both for the actor and for members of the general public, and which offends the moral and esthetic sensibilities of a large segment of the community. (*Powell v. Texas*, 392 U.S. 514, 532 (1968).) Therefore, as noted in *Tobe*, public camping is subject to regulation.

However, some courts will consider "necessity" under the Eighth Amendment as a defense to an as-applied challenge. (*In re Eichorn*, 69 Cal.App.4th 382 (1998).) As noted above, the *Jones* decision continues to be "highly persuasive" and influential. (*Lehr v. City of Sacramento*, 624 F. Supp. 2d 1218, 1226 (E.D. Cal. 2009).) Thus, it may be prudent for cities that have anti-camping ordinances to understand their shelter inventory and enforce carefully based on those facts.

2. Equal Protection

Because homelessness and poverty are not suspect classifications and there is no fundamental right to camp on public property, anti-camping ordinances are subject to the rational basis test. (*Maher v. Roe*, 432 U.S. 464, 470-71 (1977); *Kreimer v. Bureau of Police*, 958 F.2d 1242, 1269, n. 36 (3d. Cir. 1992); *Tobe, supra*, 9 Cal. 4th at 1108-09.) Under the rational basis test, any rational basis for the ordinance may be considered by the courts, and those attacking the rationality of the legislative classification have the burden to show otherwise. (*Walgreen Co. v. City and County of San Francisco*, 185 Cal. App. 4th 424, 435-436 (Cal. App. 1st Dist. 2010).) As a result of this low bar, almost all anti-camping ordinances will likely survive an Equal Protection challenge.

3. Vagueness

Anti-camping ordinances have been upheld against claims that they are unconstitutionally vague. (*Tobe, supra*, 9 Cal. 4th at 1108; *Joyce, supra*, 846 F. Supp. at 862-63.) To avoid being invalidated as vague, a statute must “be sufficiently definite to provide adequate notice of the conduct proscribed” and “provide sufficiently definite

guidelines for the police in order to prevent arbitrary and discriminatory enforcement.” (*Tobe, supra*, 9 Cal. 4th at 1106-07.) In *Tobe*, the court noted that the term ‘camp’ is not ambiguous where it is defined as “occupation of camp facilities, living temporarily in a camp facility or outdoors, or using camp paraphernalia.” (*Id.* at 1107.) Thus, so long as public agencies model their anti-camping ordinances on ones that have been upheld, such as the one in *Tobe*, they should be safe from a challenge on vagueness grounds.

4. Unattended Property

Many anti-camping ordinances include components that prohibit persons from storing unattended belongings on public property. Commonly, these types of ordinances are typically enforced through “sweeps” in which unattended homeless belongings are removed and taken in order to clear public property and improve access and appearance.

The Ninth Circuit Court of Appeals recently held that the Fourth and Fourteenth Amendment rights of nine homeless people living in Los Angeles were violated by City employees who seized and immediately destroyed their briefly unattended personal possessions. (*Lavan v. City of Los Angeles*, 693 F.3d 1022 (9th Cir. 2012), cert. denied in *City of Los Angeles v. Lavan*, 2013 U.S. LEXIS 4893 (U.S., June 24, 2013).) The City had seized and immediately destroyed the homeless persons’ personal possessions, temporarily left on public sidewalks while they attended to necessary tasks such as eating, showering, and using restrooms. (*Id.* at 1024.) Los Angeles had argued that its seizure and disposal of items were authorized pursuant to its enforcement of a municipal code provision that forbids any merchandise, baggage or article of personal property to be left unattended upon any parkway or sidewalk. (*Id.* at 1026.) The Ninth Circuit rejected this argument, concluding that “[b]ecause homeless persons’ unabandoned possessions are ‘property’ within the meaning of the Fourteenth Amendment, the City must comport with the requirements of the Fourteenth Amendment’s due process clause if it wishes to take and destroy them.” (*Id.* at 1032.)

Under *Lavan*, if a city believes that property left in a public place is merely unattended, steps should be taken prior to any seizure and before any destruction. At a minimum, a city must provide the homeless with notice and a reasonable period of time in which to retrieve the property. While there is no “bright-line” rule for how long persons should be given to retrieve their belongings, it should be noted that in cases where cities have entered into settlement agreements to change these practices, the time provided has ranged from 30 to 90 days. Public agencies may elect to be governed by the provisions of California Civil Code Section 2080 et seq., under which it must hold property for at least three months prior to selling the property at a public auction. (Civ. Code, §§ 2080.4, 2080.6.) However, these Civil Code provisions have no application to intentionally abandoned property. (Civ. Code, § 2080.7.) Nor do these provisions prohibit a city from determining a time at which property may be considered abandoned.

In a recent case from the District Court in Hawaii, a city's removal of property was upheld where the ordinance provided twenty-four or seventy-two hours written notice before items are seized, provided post-seizure notice describing the items that have been taken and the location where they may be retrieved, and provided for the holding of seized items for at least thirty days before destruction. (*De-Occupy Honolulu v. City & County of Honolulu* 2013 U.S. Dist. LEXIS 71968, 16-17 (D. Haw. May 21, 2013).)

Where city staff has a good faith belief that the property has been intentionally abandoned, summary seizure and destruction is likely permissible. However, it is difficult for city staff to know whether property is truly abandoned or merely unattended. Notice periods of as little as 24-hours, after which it is reasonable to conclude that the property has been abandoned and may be destroyed, probably suffice under most circumstances. If a city wishes to utilize such an approach, it ought to establish a policy and provide adequate training to its staff. Where a city has existing procedures for dealing with found property, which typically involve storage for a period of 30 to 90 days, it may need to establish a rationale for using a shorter 24-hour period in certain cases. Such rationale may involve public health concerns where the unattended/abandoned property is unsanitary, for example.

III. Aggressive Panhandling

A. State of the law

As both panhandling and complaints about panhandling from cities' residents, business owners, and tourists have increased, aggressive panhandling ordinances have become very common in cities across the country. Perhaps predictably, such ordinances have also been the subject of legal challenges at the state and federal court levels across the country. The ordinances have been challenged, both successfully and unsuccessfully, on constitutional grounds including due process, equal protection, vagueness and overbreadth, under the First Amendment of the United States Constitution and the California Constitution's Liberty of Speech clause.

In response to lawsuits, several cities have adopted or amended ordinances, either as the direct result of rulings in cases brought against them, in response to the analyses of courts in suits against other cities, or consistent with settlements of cases with groups like the ACLU and various homeless and First Amendment advocacy groups. As a result, most ordinances currently enforced share several common features, which should continue to be defensible against facial constitutional challenges, including: 1) prohibitions on "aggressive solicitation," which is generally defined to include an immediate request for funds accompanied by verbal or physical threats or coercion, or persisting in requests following a negative response from the individual being solicited; 2) regulation of activity on public property and/or privately owned

property open to the public or large groups of the public; and 3) prohibitions on solicitation of any kind in specified locations, most often including within specified distances of banks, check cashing businesses, automated teller machines, public transportation facilities, in traffic or locations that interfere with or impede traffic and, sometimes, within specified distances of business entrances.

It should be noted, however, that there are cases that have invalidated or called into question the viability of restrictions of solicitation premised on interference with vehicular traffic. In *Comite de Jornaleros de Redondo Beach v. City of Redondo Beach*, 657 F.3d 936 (9th Cir. 2011), cert. denied, (U.S. 2012) 132 S.Ct. 1566, the Ninth Circuit held that a city ordinance, prohibiting solicitation of business, employment, and contributions on streets and highways was not narrowly tailored to achieve city's interest in promoting traffic flow and safety, and thus violated free speech guarantees. The Court also found that the ordinance was overinclusive in that it would apply to such things as children selling lemonade on sidewalks, it was geographically overinclusive in that it applied citywide, despite small number of problem areas identified by city. Finally, the court concluded the city could have employed various less restrictive alternatives, such as enforcement of existing traffic laws and regulations. Thus, any restrictions based on traffic flow should be narrowly tailored and supported by findings that support the need for the regulation to address identified traffic and safety concerns in specified areas. Otherwise, the safest course is to utilize existing state law tools to address traffic interference issues that may be associated with panhandling.

Examples of representative ordinances that have been adopted or amended, which reflect the reasoning or compromises achieved via legal challenges are:

- **Section 120-2 of the San Francisco Police Code**
- **Berkeley Municipal Code Chapter 13.37**
(See *Berkeley Community Health Project v. City of Berkeley* 966 F.Supp. 941(N.D. Cal. 1997))
- **Los Angeles Municipal Code Section 41.59**
(See *Los Angeles Alliance For Survival v. City of Los Angeles*, 22 Cal.4th 352 (2000))

1. Speech Considerations

Under both state and federal law, in person solicitation regulations are viewed as content neutral and subject to intermediate, rather than strict scrutiny, so long as the regulation is justified without reference to the content of the regulated speech and is viewpoint neutral.

Solicitation is protected speech under both the California Constitution and the

First Amendment of the United States Constitution. (*International Soc. for Krishna Consciousness of California, Inc. v. City of Los Angeles* 966 F.Supp. 956 at 962(C.D. Cal. 1997), citing *People v. Fogelson*, 21 Cal.3d 158, 165 (1978)); *Hillman v. Britton*, 111 Cal.App.3d 810, 816(1980); and *International Society for Krishna Consciousness, Inc. v. Lee*, 505 U.S. 672, 677 (1992).) Article I, section 2, subdivision (a) of the California Constitution (liberty of speech clause) is more protective of speech than the First Amendment. However, the California Supreme Court's "...decisions dating back more than 80 years have recognized that requests for the immediate donation or payment of money – while often encompassed within and protected by the liberty of speech clause – may create distinct problems and risks that warrant different treatment and regulation. (*Los Angeles Alliance For Survival, supra*, 22 Cal.4th at pp. 356-57 (*Alliance*)).

The level of scrutiny under which courts review a restriction of free speech activity depends upon whether it is a content-neutral regulation of the time, place, or manner of speech or restricts speech based upon its content. A content-neutral regulation of the time, place, or manner of speech is subjected to intermediate scrutiny to determine if it is "(i) narrowly tailored, (ii) serves a significant government interest, and (iii) leaves open ample alternative avenues of communication. [Citation]" (*Los Angeles Alliance for Survival, supra*, 22 Cal.4th at p. 364.) A content-based restriction is subjected to strict scrutiny. "[D]ecisions applying the liberty of speech clause [of the California Constitution], like those applying the First Amendment, long have recognized that in order to qualify for intermediate scrutiny (i.e., time, place, and manner) review, a regulation must be 'content neutral' [citation], and that if a regulation is content based, it is subject to the more stringent strict scrutiny standard. [Citation.]" (*Id.* at pp. 364–365, fn. omitted.) The government bears the burden of justifying the regulation of expressive activity in a public forum. (*See Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 45(1983).)

In that context, both the Ninth Circuit Court of Appeals and the California Supreme Court have directly addressed a challenge to the City of Los Angeles's aggressive panhandling ordinance under the liberty of speech clause. In *Alliance*, plaintiffs (including the ACLU) argued that LA's ordinance was overbroad and violated the First Amendment to the United States Constitution and the liberty of speech clause of the California Constitution. The federal district court issued a preliminary injunction, holding that plaintiff homeless organizations had standing to challenge the ordinance as overbroad and the ordinance was most likely invalid on its face under the liberty of speech clause because it discriminated on the basis of content between categories of speech (speech soliciting the donation of funds versus speech with no solicitation component). The City appealed, and the Ninth Circuit certified a question to the California Supreme Court of whether regulation of solicitation was content-based for purposes of the California Constitution, thus requiring such regulations to withstand strict scrutiny analysis by the courts.

Ultimately, the California Supreme Court concluded "...that an ordinance (such

as the Los Angeles ordinance at issue in the underlying action) that is directed at activity involving public solicitation for the immediate donation or payment of funds should not be considered content based or constitutionally suspect under the California Constitution, and should be evaluated under the intermediate scrutiny standard applicable to time, place, and manner regulations, rather than under the strict scrutiny standard.” *Los Angeles Alliance For Survival, supra*, 22 Cal.4th at p. 357.

The Ninth Circuit accepted the California Supreme court’s answer to the certified question, but nonetheless affirmed the District Court’s decision that granted a preliminary injunction barring enforcement of the Los Angeles Ordinance. The Court ruled that even though, as the California Supreme Court certified, regulation of solicitation is content-neutral,

“...whether the ordinance in certain aspects and applications infringes upon the right to free speech raises other serious questions. Because the balance of hardships tips sharply in the appellees' favor and the appellees would be irreparably injured absent the preliminary injunction, we affirm the preliminary injunction and remand for further proceedings.”

The case ultimately settled, resulting in the removal of ordinance language that had permitted persons to order panhandlers off property surrounding restaurants, bus stops and other places. The prohibition on aggressive solicitation and solicitation within a specified distance of an ATM remains in the ordinance.

While *Alliance* was decided under the state constitution, federal constitutional law similarly treats regulations of solicitation as content-neutral restraints of speech, subject to intermediate review. (*See, e.g., United States v. Kokinda*, 497 U.S. 720, 730 (1990) (Kokinda).), legislation will be upheld as a reasonable time, place, and manner regulation so long as it is (i) narrowly tailored, (ii) serves a significant government interest, and (iii) leaves open ample alternative avenues of communication. (*Savage v. Trammell Crow Co.*, 223 Cal. App. 3d 1562, 1572-1574 (1990)). The burden is on the government to demonstrate that the regulation passes the test.

In *Roulette v. City of Seattle*, 97 F.3d 300 (9th Cir. 1996), the Ninth Circuit Court of Appeals considered a facial constitutional challenge on First Amendment grounds brought by homeless persons to a city ordinance prohibiting sitting or lying on sidewalks in commercial areas between 7:00 a.m. and 9 p.m. Petitioners claimed the ordinance violated their right to free speech pursuant to the First Amendment by preventing the expressive conduct of soliciting, and that the ordinance further violated their right to substantive due process under the Fourteenth Amendment. In rejecting the First Amendment challenge, the Court held that “[b]y its terms, the ordinance here prohibits only sitting or lying on the sidewalk. As we explained above, [which] are not forms of conduct integral to, or commonly associated with, expression. (*Id.* at 305). The Court similarly rejected the facial due process challenge, rejecting petitioners claim that

the ordinance was a “thinly veiled attempt to drive [out] unsightly homeless...” and accepted the ordinance on its face as a neutral measure to protect and preserve sidewalks for their intended purpose.

Similarly, in *Doucette v. City of Santa Monica*, 955 F. Supp. 1192, 1209 (C.D. Cal. 1997), the Court upheld a Santa Monica ordinance prohibiting solicitation from: “a) Bus stops; (b) Public transportation vehicles or facilities; (c) A vehicle on public streets or alleyways; (d) Public parking lots or structures; (e) Outdoor dining areas of restaurants (f) Within fifty feet of an automated teller machine...” In rejecting the plaintiffs’ Section 1983 First Amendment claims, the Court found that the city’s interests in preventing harassment and intimidation in areas where people experience particular vulnerability justified the regulation imposed.

2. On Private Property

Cities are often called upon to enact ordinances extending aggressive solicitation provisions to private properties where large sections of the public gather or to enforce trespassing laws against individuals engaging in panhandling, solicitation or other expressive conduct on private property. Such enforcement on private properties presents an often difficult quandary for responding officers as to whether the nature of the particular property involved affords the solicitor speech protections that would not otherwise be at issue on private property.

The controlling case on solicitation or expressive conduct on private/quasi-public property is *Robins v. Pruneyard Shopping Center* (1979) 23 Cal.3d 899, 902 *aff’d sub nom. Pruneyard Shopping Center v. Robins* (1980) 447 U.S. 74. *Pruneyard* analyzed the question of whether California's Constitution creates broader speech rights with respect to private property than does the federal Constitution. *Id.* After noting the importance of free speech and the right to petition the government, and observing that “central business districts apparently have continued to yield their functions more and more to suburban centers” *Id.* at 907, the court held that “sections 2 and 3 of article I of the California Constitution protect speech and petitioning, reasonably exercised, in shopping centers even when the centers are privately owned.” *Id.* at 910. In particular, the *Pruneyard* holding is premised upon its finding that large retail shopping centers now serve as the functional equivalent of the traditional town center business district, where historically the public's free speech activity is exercised. *Id.* at pp. 907–910.

Subsequent cases have established that a location will be considered a quasi-public forum only when it is the functional equivalent of a traditional public forum with attributes that invite or encourage social gathering, rather than mere patronage for a specified purpose. *Pruneyard, supra*, 23 Cal.3d at 907; *Trader Joe's Co. v. Progressive Campaigns, Inc.* 73 Cal.App.4th 425, 434 (1999); *Albertson's, Inc. v. Young* 107 Cal.App.4th 106, 118 (2003). Appellate decisions applying *Pruneyard* focus on whether the property owner has so opened up his or her property for public use as to make it the functional

equivalent of a traditional public forum. *Trader Joe's Co. v. Progressive Campaigns, Inc.*, supra 73 Cal.App.4th at 433-434; *Planned Parenthood v. Wilson* (1991) 234 Cal.App.3d 1662, 1671. Cases indicate that, in considering whether a particular business or business area is impressed with a public character for purposes of expressive activity, no single factor is determinative. *Albertson's, Inc. v. Young* 107 Cal.App.4th at 118-20. Taken as a whole, *Pruneyard* implies that smaller privately owned commercial establishments that do not assume the societal role of a town center may prohibit expressive activity unrelated to the business enterprise. *Planned Parenthood v. Wilson* 234 Cal.App.3d 1662, 1670 (1991). Moreover, it is clear that private property owners may enforce reasonable time, place and manner restrictions on solicitation on their properties, subject to the same requirements applicable to governmental regulation discussed above.

In general, aggressive panhandling ordinances that extend to private properties endowed with a public character should be enforceable to the same extent as provisions applicable to public property. However, due to the fact and location intensive nature of the analysis with regard to activities on private properties, it is generally advisable for City enforcement personnel to intervene only where necessary to prevent or stop imminent or actual harm to individuals involved. Many police departments will provide the alternative to an onsite business manager or operator to file a citizen's arrest form, but will not other than to keep the peace.

IV. Conclusion

Although anti-camping ordinances have been upheld as constitutional, cities should be cautious when enforcing anti-camping ordinances where homelessness is unavoidable, especially in situations where there is a shortage of available shelter space for homeless persons in the jurisdiction. In addition, when cities are conducting sweeps to clear public property of the unattended personal belongings of homeless persons, cities must be careful to comply with due process requirements. At a minimum, cities should not summarily dispose of belongings that are not genuinely believed to have been abandoned.

Finally, aggressive panhandling ordinances are generally subject to intermediate scrutiny. Accordingly, such ordinances will be upheld if they are: (i) narrowly tailored, (ii) serve a significant government interest, and (iii) leave open ample alternative avenues of communication. Most literature on the subject concludes that enforcement of panhandling laws does not adequately or completely address the issues. Rather, Public education to discourage people from giving money to panhandlers and the availability of adequate social services (especially alcohol and drug treatment) for panhandlers are necessary components of any effective response likely to have a significant impact.

As always, we recommend that city staff consult with their city attorney's office prior to enacting policies or ordinances regulating the activity of homeless persons.

V. Resources

United States Interagency Council on Homelessness 2012 Update

http://www.usich.gov/resources/uploads/asset_library/Update2012_FINALweb.pdf

American Bar Association Commission on Homelessness and Poverty

http://www.americanbar.org/groups/public_services/homelessness_poverty/resources/homeless_courts.html

http://www.courts.ca.gov/documents/AOCLitReview-Mental_Health_Courts--Web_Version.pdf

U.S. Department of Justice, Office of Community Oriented Policing Services Problem-Oriented Guides for Police -Panhandling

By Michael S. Scott

Problem-Specific Guides Series No. 13

http://cops.usdoj.gov/files/ric/CDROMs/POP1_60/Problem-Specific/Panhandling.pdf

National Alliance to End Homelessness

<http://www.endhomelessness.org/>

Homes Not Handcuffs: The Criminalization of Homelessness in U.S. Cities

A Report by The National Law Center on Homelessness & Poverty and

The National Coalition for the Homeless

http://www.nationalhomeless.org/publications/crimreport/CrimzReport_2009.pdf

U.S. Conference of Mayors, Hunger and Homelessness Survey: A Status Report on Hunger and Homelessness in America's Cities, A 25-City Survey, (December 2012)

<http://usmayors.org/pressreleases/uploads/2012/1219-report-HH.pdf>

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 11

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: August 14, 2014

Subject: Resolution No. 14-19 - “A Resolution of the City Council of the City of Buellton, California, Declaring Stage Two Water Conservation Requirement Pursuant to the State Water Resource Control Board Regulations on the Delivery and Consumption of Water for Public Use”

BACKGROUND

Over the past several years, the state of California has experienced dry weather conditions, with record dry conditions in 2013. In January 2014, the Governor declared a Drought Emergency throughout the state and requested voluntary water reduction. On April 25, 2014, the Governor issued a proclamation of continued state of emergency based on continued drought conditions. Through surveys conducted in the state, water use reduction was not achieved. In response to this, the State Water Resources Control Board adopted an Emergency Regulation for Statewide Urban Water Conservation on July 15, 2014.

All water purveyors are required to comply with this regulation within 30 days of its enactment. This state mandate requires all purveyors to activate their Water Shortage Contingency Plan to a level where outdoor irrigation systems are mandatory. In smaller communities where no water shortage contingency plans exist, such as Buellton, the regulation requires that water suppliers to either (1) limit outdoor irrigation to twice a week or (2) implement other mandatory conservation measures that achieve comparable conservation.

The City of Buellton has been continuously providing water conservation outreach to the community for the past several years and more aggressively in mailers and joint advertisements through various mediums with the County through WaterWiseSB the past year. This outreach has worked and overall, the community has generally reduced water consumption each year. Please refer to Attachment 1 – Buellton’s Water Usage

However, despite the best efforts of the citizens of Buellton to be water conscious, the City will need to take some action, not only in response the State mandated regulation, but also to demonstrate the willingness of the City of Buellton to work with all other communities to help preserve the long-term water supply in California.

In discussion of a possible recommendation, Staff did not believe that the option of a limit of watering 2 days per week was necessary. Instead, Chapter 13.68 of the Buellton Municipal Code already contains the adopted "Water Conservation Standards" for the City of Buellton during periods of water shortage. In looking at the possible regulations provided in Chapter 13.68, Staff believes that those set forth under a Stage Two condition would best serve at the present time.

Section 13.68.050 B of the Buellton Municipal Code provides that the City Council, by resolution, may declare that a Stage Two water conservation conditions exists and that the water use regulations and restrictions shall apply to all use of water provided by or through the water distribution facilities of the City. The attached Resolution will declare the Stage Two condition and establish the regulations set forth in Section 13.68.050 B.

The regulations contained in the Resolution are not overly burdensome and really are just common sense limits that many residents already follow. For example, landscape watering is limited to the evening and nighttime hours, excessive runoff is prohibited, sot-off valves for vehicle washing and notices of drought conditions posted in restaurants and hotels.

Please note: the Public Works Director is authorized to provide an exemption to any of the regulations if circumstances require. For example, the hydroseeding at PAWS may require watering at regular intervals at first, including daytime hours, to fully begin growth.

FISCAL IMPACT

Adoption of the Resolution No. 14-19 does not directly create a fiscal impact. However, reduction of water use does equate to reduction of water revenue.

RECOMMENDATION

That the City Council adopt Resolution No. 14-19 - "A Resolution of the City Council of the City of Buellton, California, Declaring Stage Two Water Conservation Requirement Pursuant to the State Water Resource Control Board Regulations on the Delivery and Consumption of Water for Public Use"

ATTACHMENTS

Resolution No. 14-19
Attachment 1 – Buellton’s Water Usage Statistics

RESOLUTION NO. 14-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, DECLARING A STAGE TWO WATER CONSERVATION REQUIREMENT PURSUANT TO THE STATE WATER RESOURCE CONTROL BOARD REGULATIONS ON THE DELIVERY AND CONSUMPTION OF WATER FOR PUBLIC USE

WHEREAS, the City of Buellton (“City”) provides water service to residents and businesses both within the corporate boundaries of the City and, by contract, to areas immediately adjacent to the corporate boundaries; and

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use and that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety and welfare; and

WHEREAS, on January 17, 2014, Governor Edmund G. Brown Jr. issued Proclamation January 17, 2014 declaring a State of Emergency to exist in California due to severe drought conditions; and

WHEREAS, on April 25, 2014, Governor Edmund G. Brown Jr. further issued an executive order to strengthen the State’s ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water; and

WHEREAS, Water Code section 1058.5 grants the State Water Resources Control Board (“SWRCB”), the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation;” and

WHEREAS, on July 15, 2014 the SWRCB adopted findings regarding the existing statewide drought conditions and that such conditions will likely continue for the foreseeable future, and adopted emergency water conservation regulations prohibiting all individuals from engaging in certain water use practices and would require mandatory conservation-related actions of public water suppliers during the current drought emergency. Violations of the adopted regulations were declared to be punished as an infraction; and

WHEREAS, the City is required to comply with State law, including regulations adopted by the SWRCB codified at Title 23 of the California Code of Regulations, and is authorized pursuant thereto to implement its requirements; and

WHEREAS, Chapter 13.68 of the Buellton Municipal Code contains the adopted "Water Conservation Standards" for the City of Buellton during periods of water shortage; and

WHEREAS, Section 13.68.050 B of the Buellton Municipal Code provides that the City Council, by resolution, may declare that a Stage Two water conservation conditions exists and that the water use regulations and restrictions shall apply to all use of water provided by or through the water distribution facilities of the City; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

NOW, THEREFORE, THE CITY COUNCIL DOES RESOLVE, DECLARE, DETERMINE, AND REQUEST AS FOLLOWS:

SECTION 1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The City Council, in accordance with the foregoing findings, hereby determines and declares that a Stage Two water conservation condition exists and that the restrictions on delivery and consumption of water within the Buellton service area, as hereinafter set forth, are necessary and in the sound discretion of the City's Council to conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection. The City Council hereby authorizes the city manager and public works director to take specific steps to implement the required water use restrictions as hereinafter set forth.

SECTION 3. Pursuant to the provisions of Section 13.68.050 B of the Buellton Municipal Code, the following mandatory water conservation regulations, unless exempted pursuant to the provisions of Section 13.68.080, shall be enforced during the duration of the Stage Two condition:

1. The watering of crops, grass, ground cover, lawns, open ground, shrubbery, trees, including greenbelt, golf courses, parks, recreation areas, agricultural, or any other area containing vegetation shall be prohibited between the hours of eight a.m. and six p.m.
2. The use of water described in subsection (1), above, shall be in a manner and to the extent which does not allow excess water to run off the area being watered. Every water user is considered to have his or her water system under his or her control and is accountable for the knowledge of and the manner and extent of excess water runoff.
3. The washing of driveways, sidewalks, parking lots, buildings or any other hard surface on which water will run off except for the washing of surfaces necessary for preventing a potential threat to health and safety as determined by the public works director, shall be prohibited.
4. The washing of any vehicle, camper, trailer, or boat, except at a commercial car washing facility or by use of a bucket and/or hose equipped with a self-closing valve that requires operator pressure to activate the flow of water, shall be prohibited.

5. The escape of water through leaks or breaks within any water user’s distribution or plumbing system for an unreasonable time shall be prohibited. Unreasonable time shall be twelve (12) hours after the discovery or the notification of such leak or break from the city to correct or implement the correction of such leak or break, whichever occurs first.

6. All restaurants that provide table service shall post in a conspicuous place a notice of drought conditions in a form approved by the public works director.

7. All hotel/motel operations shall post in each room in a conspicuous place a notice of drought conditions in a form approved by the public works director.

8. All recreational/travel trailer parks shall provide to each registered user of said park at the time of registration, a notice of drought conditions in a form approved by the public works director.

9. The use of city water for the flushing of water lines and mains, storm drains, sewer mains, and fire department training exercises except by the prior written approval of the public works director shall be prohibited.

10. The use of potable water cleaning and construction purposes, including, but not limited to, dust control and soil compaction shall be prohibited.

SECTION 4. The regulations, restrictions, and actions set forth herein shall take full force and effect immediately upon the City Council adoption of this resolution and shall remain in full force and effect for 270 days or until otherwise directed by the SWRCB.

SECTION 5. Violations of the regulations and restrictions shall be enforced as an infraction as set forth in Chapter 1.28 of the Buellton Municipal Code or by Administrative Citation pursuant to Chapter 1.30 of the Buellton Municipal Code.

SECTION 6. The City Council finds that the provisions of this Resolution are exempt from the provisions of the California Environmental Quality Act as an action to mitigate emergency conditions pursuant to Public Resources Code §21080(b)(4).

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

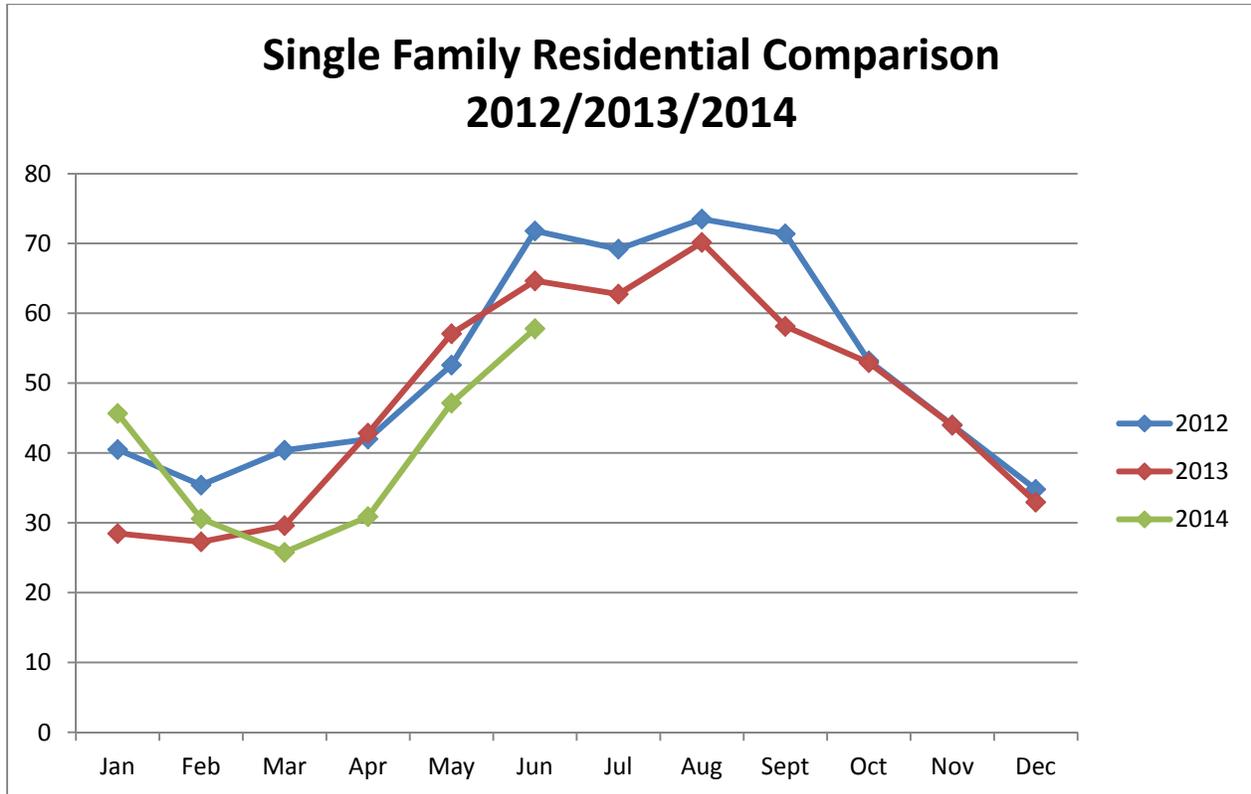
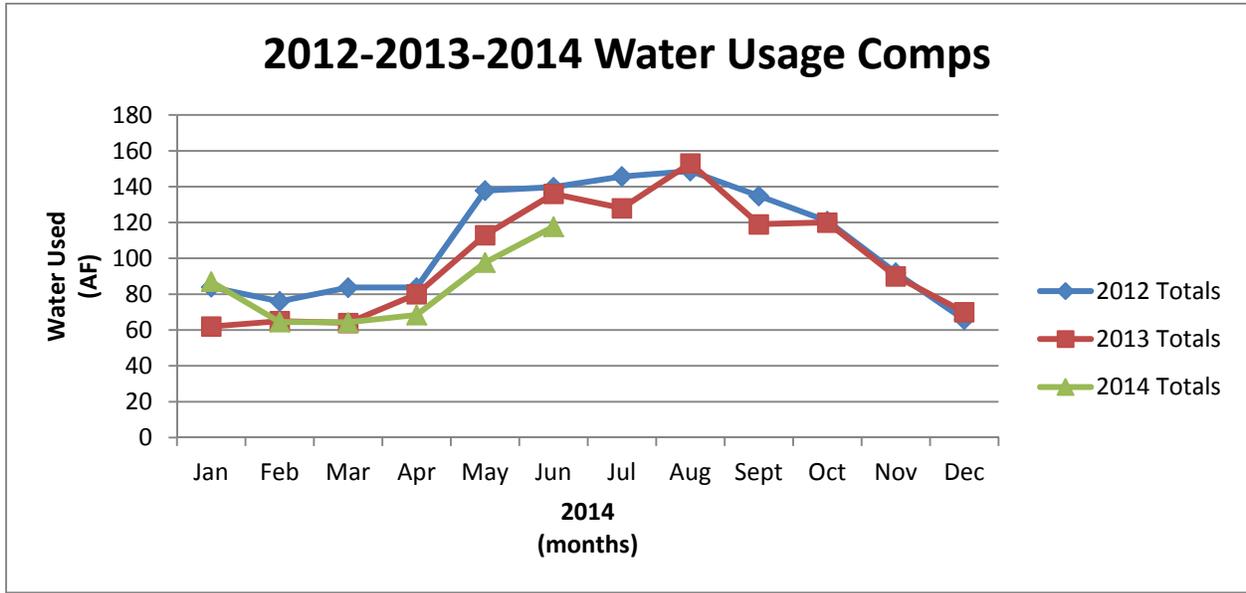
PASSED, APPROVED and ADOPTED this 14th day of August, 2014.

John Connolly
Mayor

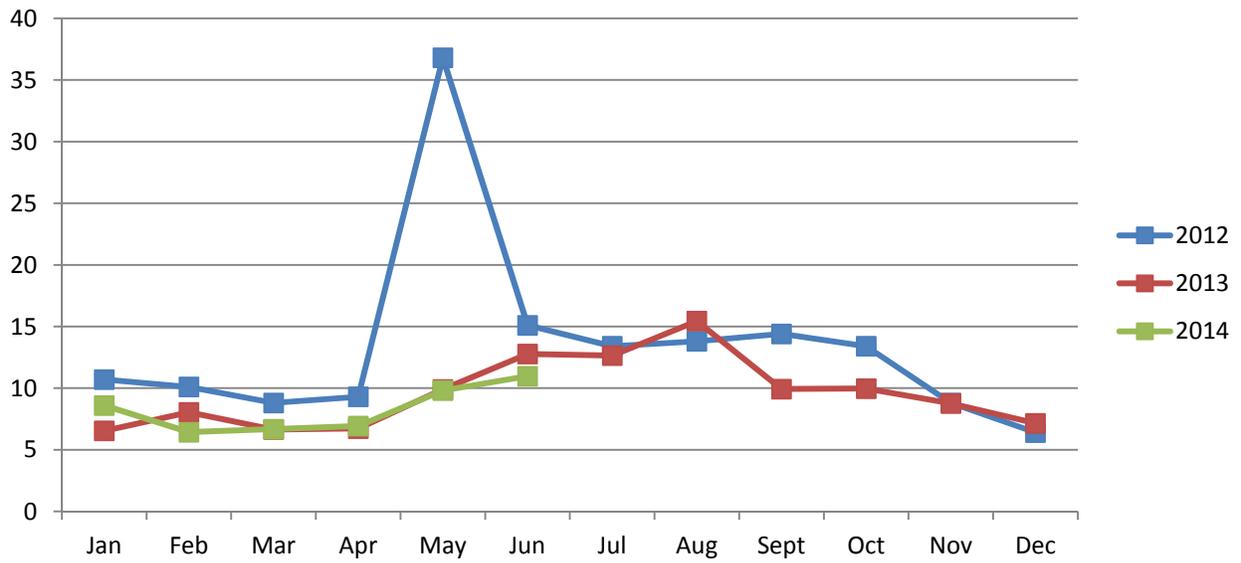
ATTEST:

Linda Reid
City Clerk

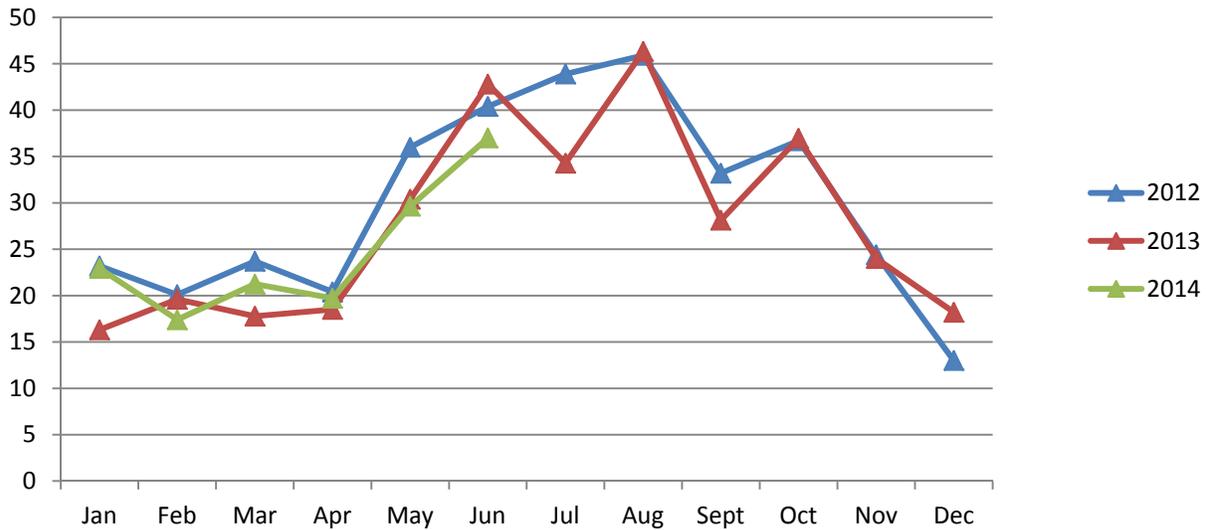
ATTACHMENT 1 - CITY OF BUELLTON WATER USAGE STATISTICS



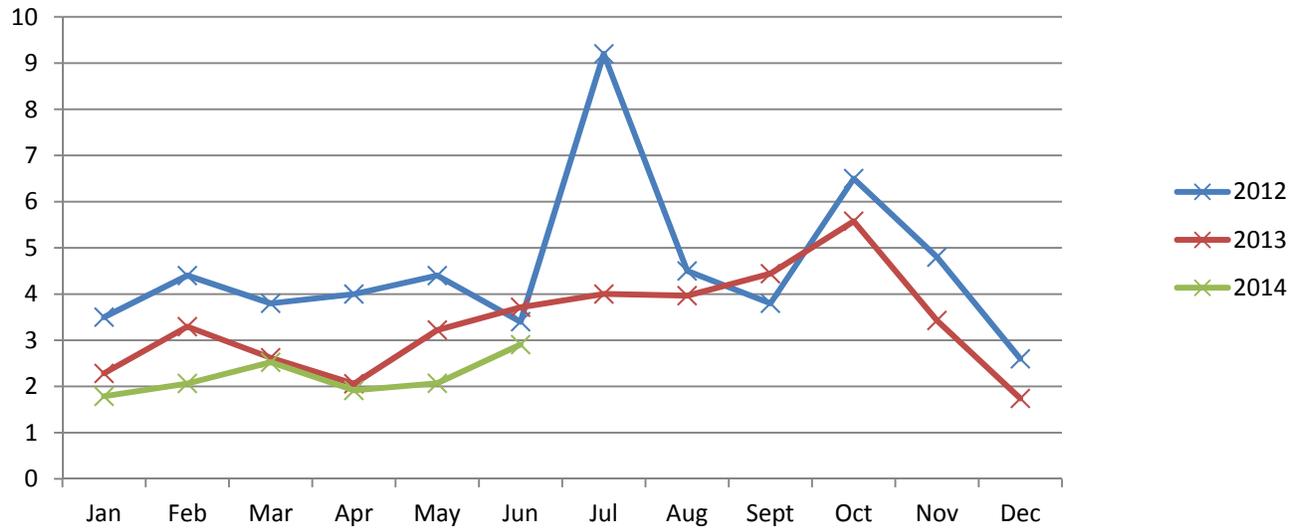
Multi-Family Residential Comparison 2012/2013/2014



Commercial Comparison 2012/2013/2014



Industrial Comparison 2012/2013/2014



CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 12

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: August 14, 2014

Subject: Discussion Regarding Potential Speed Survey on McMurray Road

BACKGROUND

The City Council has requested a discussion regarding speed limits on McMurray Road. There has been a complaint regarding excessive speeds on McMurray Road, north of Highway 246.

Currently, McMurray Road only has 1 posted speed limit sign (40 mph) facing northbound traffic, located just north of Highway 246 by the gas station.

McMurray Road is a 2 lane road (1 lane each direction) which is heavily travelled. The average daily traffic is 4096 (2010 survey) just north of Highway 246.

At this time, there is pending development from the Village Development project with a proposed new looped road and road widening. There is also a pending hotel project at McMurray and Damassa. The City has a pending widening project at the intersection of Highway 246/McMurray Road.

With these upcoming substantial changes to be made on McMurray Road, staff recommends not to perform a speed survey at this time. The speed survey would be invalidated as soon as there is any change to the roadway characteristic.

Speed surveys should be conducted to evaluate traffic under free-flow conditions on an average weekday. During congested times, drivers will adjust their speeds in accordance with the basic speed law, and are operating their vehicles at slower speeds, compared to free-flow conditions. Currently, McMurray Road is utilized as construction access, this alone will create an abnormal condition which compromises the speed survey.

To address current speed issues, staff recommends adding additional speed limit signs along McMurray Road.

FISCAL IMPACT

Any speed survey or sign improvements would be completed within the approved FY 2014/15 budget. There will be no additional fiscal impact.

RECOMMENDATION

Staff recommends that Council discuss the issues regarding observed speeds on McMurray Road and defer conducting a speed survey until 6 months after completion of proposed road improvements by upcoming developments. Staff also recommends adding an additional speed limit sign (southbound).