



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of April 23, 2020 – 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

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

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders N-25-20 and N-29-20 from the Executive Department of the State of California and a Declaration of Local Health Emergency from the County of Santa Barbara, City Council meetings will not be physically open to the public and one or more (or even all) City Council Members may be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting through the City's website, via City TV Live Stream at: <http://www.cityofbuellton.com/government/cityTV.php> and may provide public comment by sending comments via email to council@cityofbuellton.com (reference subject matter or agenda item in the subject line of email). Please include name and address in contents of message. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Mayor's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations can contact the City Clerk at (805) 688-5177 and best efforts will be made to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City of Buellton's procedure for resolving reasonable accommodation requests.

CALL TO ORDER

Mayor Holly Sierra

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members Ed Andrisek, Dave King, John Sanchez, Vice Mayor Art Mercado, and Mayor Holly Sierra

REORDERING OF AGENDA

PUBLIC COMMENTS

Speaker Slip to be completed and turned in to the City Clerk prior to commencement of meeting. Any person may address the Council on any subject pertaining to City business, including all items on the agenda not listed as a Public Hearing, including the Consent Agenda and Closed Session. Limited to three (3) minutes per speaker. By law, no action may be taken at this meeting on matters raised during Public Comments not included on this agenda. Public Speakers using a translator are allotted a total of six (6) minutes to speak, unless simultaneous translation equipment is used.

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 April 9, 2020 Special City Council Meeting**
2. **Minutes of April 9, 2020 Regular City Council Meeting**
3. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
4. **Monthly Treasurer's Report – March 31, 2020**
❖ (Staff Contact: Finance Director Shannel Zamora)

PRESENTATIONS

PUBLIC HEARINGS

COUNCIL MEMBER COMMENTS/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)

5. **Consideration of Appointment to the Planning Commission**
❖ (Staff Contact: City Manager Scott Wolfe)
 - A. **Interviews of Applicants**
 - B. **Consideration of Appointment**
6. **Approval of Arts and Culture Project Application: Buellton Bach & Bluegrass Stroll**
❖ (Staff Contact: Recreation Supervisor Kyle Abello)

- 7. Consideration of Joining Mutual Aid & Assistance Program through CalWARN**
 ❖ *(Staff Contact: Public Works Director Rose Hess)*

CITY MANAGER’S REPORT

CLOSED SESSION ITEMS	(POSSIBLE ACTION)
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- 8. Closed Session Pursuant to Government Code Section 54956.8**
Conference with Real Property Negotiator
Property: 264 La Lata Drive, Buellton, CA (APN: 099-450-012)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: ECCUMENICAL III, LLC, Property Owner
Under Negotiation: Price and Terms of Payment

- 9. Closed Session Pursuant to Government Code Section 54956.8**
Conference with Real Property Negotiator
Property: 202 Dairyland Road, Buellton, CA (APN: 099-66-032, -033, -034, -035; and 099-67-005)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: Greg Willemsen, Successor Trustee for Willemsen Living Trust, Property Owner
Under Negotiation: Price and Terms of Payment

- 10. Closed Session Pursuant to Government Code Section 54956.9(d)(4)**
Potential Initiation of Litigation – 2 Items

ADJOURNMENT

The next regular meeting of the City Council will be held on Thursday, May 14, 2020 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL SPECIAL MEETING MINUTES

Special Meeting of April 9, 2020

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Sierra called the Special meeting to order at 5:45 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present via Telephone: Council Members Ed Andrisek, Dave King, and Vice Mayor Art Mercado

Present: Council Member John Sanchez and Mayor Holly Sierra

Staff: City Manager Scott Wolfe, City Attorney Greg Murphy (via telephone), Public Works Director Rose Hess, Finance Director Shannel Zamora (via telephone), and City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

None

BUSINESS ITEMS

1. Resolution No. 20-11 – “A Resolution of the City Council of the City of Buellton, California, Designating the City Manager, on Behalf of the City of Buellton, to be the Authorized Agent to Engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services Regarding Grants Applied for by the City of Buellton”

RECOMMENDATION:

That the City Council approve Resolution No. 20-11.

STAFF REPORT:

City Manager Wolfe presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member King, seconded by Vice Mayor Mercado approving Resolution No. 20-11 – “A Resolution of the City Council of the City of Buellton, California, Designating the City Manager, on Behalf of the City of Buellton, to be the Authorized Agent to Engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services Regarding Grants Applied for by the City of Buellton”

VOTE:

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

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

ADJOURNMENT

Mayor Sierra adjourned the special meeting at 5:55 p.m. The next regular meeting of the City Council will be held on Thursday, April 9, 2020 at 6:00 p.m.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of April 9, 2020

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present via Telephone: Council Members Ed Andrisek, Dave King, and Vice Mayor Art Mercado

Present: Council Member John Sanchez and Mayor Holly Sierra

Staff: City Manager Scott Wolfe, City Attorney Greg Murphy (via telephone), Public Works Director Rose Hess, Finance Director Shannel Zamora (via telephone), and City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

None

CONSENT CALENDAR

1. **Minutes of April 1, 2020 Special City Council Meeting**
2. **Minutes of March 26, 2020 City Council Meeting**
3. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
4. **Resolution No. 20-09 – “A Resolution of the City Council of the City of Buellton, California, Approving a 3.0% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2020”**

5. Acceptance of City of Buellton Transportation Development Act (TDA) Fund Financial Statements for Years Ended June 30, 2019 and 2018 with Independent Auditor's Report

City Manager Wolfe asked that a change be made to the March 26, 2020 minutes, concerning Item No. 11. The motion should state at the end "with staff overseeing the Arts and Culture Committee meetings," rather than "with staff continuing to be involved in the Arts and Culture Committee meetings."

MOTION:

Motion by Council Member King, seconded by Council Member Andrisek, approving Consent Calendar Items 1 through 5 as listed, with a change to the March 26, 2020 minutes as noted above.

VOTE:

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

Council Member Andrisek – Yes

Council Member King - Yes

Council Member Sanchez - Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

PRESENTATIONS

6. Proclamation Recognizing National Donate Life Month

Mayor Sierra read the proclamation recognizing April 2020 as National Donate Life Month and thanked Scott Burns for his dedication to Donate Life Month.

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS/ITEMS

Vice Mayor Mercado and Council Member Sanchez both thanked all employees at Santa Ynez Valley Cottage Hospital for doing an outstanding job of serving all residents in the Santa Ynez Valley during the COVID-19 pandemic.

Mayor Sierra thanked Buellton residents for helping each other through the current pandemic.

Council Member King thanked Valley residents for shopping for homebound seniors during the COVID-19 pandemic.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Vice Mayor Mercado stated that he talked to Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau and provided an oral report for the record.

BUSINESS ITEMS

7. **Consideration of Emergency Funding of the Buellton Senior Center's Meals on Wheels Program**

RECOMMENDATION:

That the City Council consider the Buellton Senior Center's request for \$15,000 of emergency funding for the Meals on Wheels program, and if desired, direct staff to disburse the funds and include the transfer of funds from the Cash 4 Grass line item in the next quarterly budget adjustment.

STAFF REPORT:

City Manager Wolfe presented the staff report.

SPEAKERS/DISCUSSION:

Pam Gnekow, Executive Director of the Buellton Senior Center (via telephone) thanked the City Council for providing emergency funding for Meals on Wheels during the COVID-19 pandemic.

The City Council thanked Pam Gnekow and the Senior Center employees for all they do to help Buellton residents.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Andrisek, seconded by Council Member Sanchez authorizing the Buellton Senior Center's request for \$15,000 of emergency funding for the Meals on Wheels program, and directing staff to disburse the funds and include the transfer of funds from the Cash 4 Grass line item in the next quarterly budget adjustment.

VOTE:

Motion passed by a roll call vote of 5-0.
Council Member Andrisek – Yes
Council Member King – Yes
Council Member Sanchez– Yes
Vice Mayor Mercado – Yes
Mayor Sierra – Yes

8. Consideration of Agreement for Chief Plant Officer (CPO) and Support Staffing Services for the City of Buellton’s Wastewater Treatment Plant (WWTP) and Sewer Facilities with Fluid Resource Management (FRM)

RECOMMENDATION:

That the City Council authorize the City Manager to execute the Agreement for CPO and Support Staffing Services for the City of Buellton’s WWTP and Sewer Facilities with FRM.

STAFF REPORT:

Public Works Director Hess presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

- City staff members are actively pursuing additional operator licenses
- All City maps and engineering documents are digital and readily available
- FRM has done a great job for Buellton in the past

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sanchez, seconded by Vice Mayor Mercado authorizing the City Manager to execute the Agreement for CPO and Support Staffing Services for the City of Buellton’s WWTP and Sewer Facilities with FRM.

VOTE:

Motion passed by a roll call vote of 5-0.
Council Member Andrisek – Yes
Council Member King – Yes
Council Member Sanchez– Yes
Vice Mayor Mercado – Yes
Mayor Sierra – Yes

CITY MANAGER’S REPORT

City Manager Wolfe provided an informational report to the City Council.

CLOSED SESSION ITEMS

- 9. Closed Session Pursuant to Government Code Section 54956.8
Conference with Real Property Negotiator
Property: 264 La Lata Drive, Buellton, CA (APN: 099-450-012)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: ECCUMENICAL III, LLC, Property Owner
Under Negotiation: Price and Terms of Payment**

- 10. Closed Session Pursuant to Government Code Section 54956.8
Conference with Real Property Negotiator
Property: 202 Dairyland Road, Buellton, CA (APN: 099-66-032, -033, -034, -035;
and 099-67-005)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: Greg Willemsen, Successor Trustee for Willemsen Living Trust,
Property Owner
Under Negotiation: Price and Terms of Payment**

- 11. Closed Session Pursuant to Government Code Section 54956.9(d)(4)
Potential Initiation of Litigation**

The City Council met in closed session to discuss Items 9, 10, and 11. No reportable action was taken.

ADJOURNMENT

Mayor Sierra adjourned the regular meeting at 7:25 p.m. The next regular meeting of the City Council will be held on Thursday, April 23, 2020 at 6:00 p.m.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: April 23, 2020

Subject: List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20

BACKGROUND

Staff is required to submit a check register to the City Council for approval every council meeting for the most recently completed check register (Attachment 1).

The check register for the period 04/01/2020 through 04/14/2020 has been prepared in accordance to Government Code section 37202 and Buellton Municipal Code section 3.08.070. The check register lists all vendor payments for the specified period above, along with claimant's name, a brief description of the goods or service purchased, amount of demand, check number, check date and the account number(s) associated with each payment.

The total amount of checks, 04/01/2020 through 04/14/2020, and electronic fund transfers issued for the period of 04/01/2020 through 04/14/2020 was \$422,866.04.

FISCAL IMPACT

Payments made to the various vendors were consistent with the approved City's Budget for FY 2019/20. Cash is available for the payment disbursements of the above liabilities.

RECOMMENDATION

That the City Council review and accept the check register for the period 04/01/2020 through 04/14/2020.

ATTACHMENTS

Attachment 1 – Claims

CONSOLIDATED CLAIMS DISBURSEMENT

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

The following is a list of claims for the period of **April 1, 2020 through April 14, 2020** for ratification by the City Council at the **April 23, 2020** City Council Meeting.

EXHIBIT A - A/P Packets processed

A/P Packet #APPKT01250	24,410.99
A/P Packet #APPKT01246	15,000.00
A/P Packet #APPKT01243	8,885.14
A/P Packet #APPKT01242	41,282.38
A/P Packet #APPKT01239	213,806.99
A/P Packet #APPKT01238	3,490.44
A/P Packet #APPKT01237	6,468.50
Total A/P Packets:	<u><u>\$313,344.44</u></u> (8 pages)

Total of checks issued:	<u><u>\$313,344.44</u></u>
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EXHIBIT B - Payments via Electronic Fund Transfer (EFT)

EFT Total:	<u><u>\$59,310.02</u></u>
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Payroll processed

Staff Payroll	4/10/2020	50,211.58
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Total Payroll:	<u><u>\$50,211.58</u></u>
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TOTAL AMOUNT OF CLAIMS:	<u><u>\$422,866.04</u></u>
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Sg 4/15/20

Payments via Electronic Fund Transfer (EFT):
From 04/01/2020 through 04/14/2020

Bank Fees	4/2/2020	142.50
Bank Fees	4/8/2020	12.00
CalPERS - Medical	4/10/2020	26,294.22
CalPERS - PEPR	4/13/2020	4,201.53
Payroll Tax - IRS	4/13/2020	8,508.28
CalPERS - Classic	4/13/2020	5,795.43
Payroll Tax - EDD	4/13/2020	3,006.74
DCP-AUL	4/14/2020	10,937.74
The Hartford	4/14/2020	411.58

Total

59,310.02



Check Disbursements - City Council - April 23, 2020

City of Buellton, CA

By Payment Number

Payment Dates 04/01/2020 - 04/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
39412	4/6/2020 EST 1078-CH-2 EST 1080-L-TV	000176 12/5/2020 - CH/Plng - Camera System - 50% Deposit 12/5/2020 - LIB - Camera System - 50% Deposit	EXCLUSIVE ALARMS INC	001-410-72100 001-410-72100		6,468.50 4,487.50 1,981.00
39413	4/6/2020 51563514 51563515 51563516 51563517 51563518	001111 EngrngSrvcs->2/21/2020 - Crossroads EngrngSrvcs->2/21/2020 - Townhomes EngrngSrvcs-2/21/2020 - 73 Ind Way - Figueroa Mtn EngrngSrvcs->2/21/2020 - 5-Acre Bldng @ Ind Way EngrngSrvcs->2/21/2020 - Waypoint Plan Check	TETRA TECH, INC.	001-22416 001-22416 001-22416 001-22416 001-22416	90010-070 90021-070 90037-070 90044-070 90039-070	3,490.44 202.14 2,047.13 373.38 220.17 647.62
39414	4/6/2020 2036	000189 3/24/2020 - WTP - Maint/Repair Items	ALL AMERICAN DRILLING, INC.	020-601-60250		375.00 375.00
39415	4/6/2020 3181	001483 12/19/2019 - VP - SHEETMETAL WORK STAND	ALLSTAR HEATING AND AIR CONDITIONING INC	092-211-74100	09221174100	1,400.00 1,400.00
39416	4/6/2020 35175562	001214 APR 2020 - CH - Telephone Equipment Lease	AVAYA Financial Services	001-410-60310		384.38 384.38
39417	4/6/2020 INV0011836	000122 3/18-4/17/2020 - CC Chambers - Internet Services	COMCAST CABLE	001-410-61292		157.29 157.29
39418	4/6/2020 8699404	000191 3/25/2020 - WTP - Maint/Repair Items	FERGUSON ENTERPRISES, INC #1350	020-601-60250		458.73 458.73
39419	4/6/2020 INV0011837 INV0011837 INV0011837 INV0011837 INV0011837 INV0011837 INV0011837 INV0011837 INV0011837 INV0011837	000813 MAR 2020 - Misc Maint/Repair Items MAR 2020 - Misc Maint/Repair Items	HOME DEPOT CREDIT SERVICES	001-552-60258 001-552-61125 001-552-61140 001-552-73500 001-558-60250 001-558-61127 001-558-61140 020-601-60250 020-601-61127		2,187.94 637.89 369.52 23.64 482.72 83.00 167.23 26.92 268.80 128.22
39420	4/6/2020 765211	000342 3/24/2020 - RVP - Misc Maint/Repair Items	NIELSEN BUILDING MATERIALS, INC	001-552-60258		15.70 15.70
39421	4/6/2020 INV0011835 INV0011835 INV0011835 INV0011835 INV0011835 INV0011835 INV0011835 INV0011835 INV0011835 INV0011835	000352 2/5-3/5/2020 - Gas Utilities 2/5-3/5/2020 - Gas Utilities	P G & E	001-410-61241 001-501-61241 001-510-61241 001-550-61241 001-552-61241 001-556-61241 001-565-61241 005-701-61241 020-601-61241		23,546.83 831.50 300.96 187.64 4,769.34 358.24 78.26 278.11 7,781.48 8,961.30
39422	4/6/2020 INV0011838 INV0011838	000379 June2020-May2021 UB Permit#3/PI/First-ClassPreSort June2020-May2021 UB Permit#3/PI/First-ClassPreSort	POSTMASTER	005-701-61131 020-601-61131		240.00 120.00 120.00
39423	4/6/2020 19-5094	000450 MAR 2020 - Law Enforcement Services per Contracted	SB CO SHERIFF'S DEPARTMENT	001-501-60800		164,359.09 150,227.25

Check Disbursements - City Council - April 2

Payment Dates: 04/01/2020 - 04/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	19-5095	2019/2020 - Motor Deputy position per contract		001-501-60800		14,131.84
39424	4/6/2020 50431	000677 Srvc-> 2/29/2020 - COB Reg Crmplanc 2019-2020	WALLACE GROUP	005-701-60800		20,682.03 20,682.03
39425	4/7/2020 20013-00-0000001	000035 2/16-3/15/2020 - Traffic&Parking Report-Creekside	ASSOC TRANSPORTATION ENGINEERS	001-22416	90057-070	6,400.00 6,400.00
39426	4/7/2020 BPI35919 BPI35920	001372 3/20/2020 - WTP - Chemicals 3/20/2020 - WTP - Chemicals	BRENNTAG PACIFIC, INC.	020-601-61111 020-601-61111		1,205.18 534.20 670.98
39427	4/7/2020 INV20-00058	000063 2020-04-01 - REC pJoint Use - Tree Limb Rmvl&Clnu	BUPELLTON UNION SCHOOL DISTRICT	001-511-60252		780.00 780.00
39428	4/7/2020 2004-572678 2004-572876	000076 4/1/2020 - WWTP - Maint/Repair Items 4/2/2020 - WTP - Misc Maint/Repair Items	CAL-COAST IRRIGATION, INC.	005-701-60250 020-601-60250		62.55 4.81 57.74
39429	4/7/2020 INV0011849	000105 2/25-3/25/2020-Irrigation Service-595 2nd/OakVlly	CITY OF BUELLTON	001-552-61211		596.31 596.31
39430	4/7/2020 20-124	000138 1/9-3/19/2020 - WTP - Generator Installations	D.L. ELECTRIC, INC.	092-608-74100	09260874100	21,579.00 21,579.00
39431	4/7/2020 0131081-IN 0131081-IN	001255 JAN2020 - Delivery Service - Samples->Abalone JAN2020 - Delivery Service - Samples->Abalone	DELIVER-IT	005-701-60800 020-601-60800		165.00 82.50 82.50
39432	4/7/2020 S100025657-001	001364 3/26/2020 - WTP - Maint/Repair Items	FAMCON PIPE & SUPPLY-SM	092-610-74100	09261074100	3,814.35 3,814.35
39433	4/7/2020 8699392	000191 3/23/2020 - Maint/Repair Item	FERGUSON ENTERPRISES, INC #1350	020-601-60250		658.20 658.20
39434	4/7/2020 INV0011848 INV0011848 INV0011848 INV0011848	001040 3/19-4/18/2020 - Telephone Services 3/19-4/18/2020 - Telephone Services 3/19-4/18/2020 - Telephone Services 3/19-4/18/2020 - Telephone Services	FRONTIER COMMUNICATIONS	001-410-67705 001-565-67705 005-701-67705 020-601-67705		1,933.58 357.39 433.58 606.54 536.07
39435	4/7/2020 INV0011850	000228 1/1-2/29/2020 - CC - Monthly Meetings	HOLLY SIERRA	001-401-60710		205.70 205.70
39436	4/7/2020 1744685957	001473 MAR2020 - Conference Calls	INTRADO ENTERPRISE COLLABORATION, INC.	001-410-60900	EM001070	918.21 918.21
39437	4/7/2020 4172	000353 MAR2020-COB-MnthlyWebsiteMaint/1-yrHosting	MICHAEL J. BOGGESS dba	001-410-61292		300.00 300.00
39438	4/7/2020 765835 766485	000342 3/27/2020 - RVP - Misc Maint/Repair Items 3/31/2020 - RVP - Misc Maint/Repair Items	NIELSEN BUILDING MATERIALS,INC	001-552-60258 001-552-60258		34.91 21.92 12.99
39439	4/7/2020 136621	000350 04/01/2020 - WWTP - Vehicle Maintenance	OLIVERA'S REPAIR, INC	005-701-60270		883.53 883.53
39440	4/7/2020 4372-127789	000801 4/1/2020 - Maint/Repair Items	O'REILLY AUTOMOTIVE STORES, INC.	020-601-60250		8.61 8.61
39441	4/7/2020 INV0011851 INV0011851	000379 APR2020 - UB Postage APR2020 - UB Postage	POSTMASTER	005-701-61131 020-601-61131		520.00 260.00 260.00
39442	4/7/2020 114265	001002 3/25/2020 - WTP/WWTP - Misc Safety Supplies	ROBERTSON SUPPLY	005-701-67600		674.15 337.08

Check Disbursements - City Council - April 2

Payment Dates: 04/01/2020 - 04/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	114265	3/25/2020 - WTP/WWTP - Misc Safety Supplies		020-601-67600		337.07
39443	4/7/2020 INV0011852	000521 MAR2020 - Misc Maint/Repair Items	TODD PIPE & SUPPLY	020-601-60250		225.84 225.84
39444	4/7/2020 42130	000765 4/2/2020 - PW - Vehicle Maintenance	VICTOR RODRIGUEZ dba	001-558-60270		29.46 29.46
39445	4/7/2020 INV970899-0420	001388 APR2020 - VB - HOA Fees - 597 AOF #101	VINTAGE WALK OWNERS ASSOCIATION	001-410-60900		148.80 148.80
39446	4/7/2020 5009710406	001063 4/5-5/4/2020 - REC - Copier Lease	Wells Fargo Vendor Fin Serv	001-511-60310		139.00 139.00
39447	4/13/2020 INV0011869	000496 2020-04-10 - COB Sr Cntr - Emergency Grant Fndng	SYV SENIOR CITIZENS FOUNDATION	001-410-60014	EM001070	15,000.00 15,000.00
39448	4/14/2020 0644926 0644926 0644926 0644926 0644926 0644926 0644926 0644926 0644926 0644926 0644926 0644926	000820 May 2020 - Dental/Vision/EAP Premiums May 2020 - Dental/Vision/EAP Premiums	ACWA/JPIA	001-401-50400 001-402-50400 001-403-50400 001-410-50400 001-420-50400 001-511-50400 001-558-50400 001-565-50400 005-701-50400 020-601-50400		3,490.95 565.18 185.30 69.15 225.34 200.79 502.68 590.78 249.94 450.89 450.90
39449	4/14/2020 INV0011879	001184 Mar-2020 - Misc Supplies	ALBERTSONS/SAFEWAY	001-410-61130		32.38 32.38
39450	4/14/2020 21617 21621 MSP-4003376	000655 3/16/2020 - FIN/HR - Remote Access - (3) 3/23/2020 - Plng - Set-up Remote Acces - (3) APR2020 - Mnthly Services - Guardian MSP Agrmnt	COAST NETWORKX, INC.	001-410-60210 001-410-60210 001-410-60210	EM001070 EM001070	1,232.50 312.50 125.00 795.00
39451	4/14/2020 902475	000118 2/29-3/28/2020 - REC - Copier Overage Charges	COASTAL COPY, INC.	001-511-61130		32.61 32.61
39452	4/14/2020 INV0011872	000122 3/29-4/28/2020 - WWTP - Internet Service	COMCAST CABLE	005-701-60210		236.01 236.01
39453	4/14/2020 INV0011871	000122 3/26-4/25/2020 - CH/Plng - Internet Services	COMCAST CABLE	001-410-61292		286.01 286.01
39454	4/14/2020 INV0011873	000122 3/25-4/24/2020 - REC - Telephone/Internet Service	COMCAST CABLE	001-511-61290		200.14 200.14
39455	4/14/2020 INV0011874 INV0011874 INV0011874	000172 4/1/2020 - MAR-MsgSrvc/APR-AnswrngSrvce 4/1/2020 - MAR-MsgSrvc/APR-AnswrngSrvce 4/1/2020 - MAR-MsgSrvc/APR-AnswrngSrvce	ECHO COMMUNICATIONS	001-558-60800 005-701-60800 020-601-60800		119.00 39.66 39.67 39.67
39456	4/14/2020 INV0011870 INV0011870 INV0011870 INV0011870 INV0011870	000280 2020-03-05 - #155801-1 - REC - Day Trips 2020-03-26 - #156534-1 - REC - Summer Camp 2020-03-11 - #156141-1 - REC - Online Ad 2020-03-12 - #156049-1 - REC Spring Break 2020-03-29 - #156140-1 - REC - Digital Connect	LEE CENTRAL COAST NEWSPAPERS	001-511-60510 001-511-60510 001-511-60510 001-511-60510 001-511-60510		478.00 23.00 23.00 297.00 46.00 89.00
39457	4/14/2020 2020-04-02-buel 2020-04-02-buel	000835 MAR-2020 - Plng - City Planner Services MAR-2020 - Plng - City Planner Services	METRO VENTURES LTD	001-22416 001-565-60800	90057-070	8,019.00 283.50 7,735.50

Check Disbursements - City Council - April 2

Payment Dates: 04/01/2020 - 04/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
39458	4/14/2020 767967	000342 4/7/2020 - RVP - Misc Maint/Repair Items	NIELSEN BUILDING MATERIALS,INC	001-552-60258		15.05 15.05
39459	4/14/2020 129309	000381 4/7/2020 - PW - Litter Pick Up Bags	PROPET DISTRIBUTORS, INC.	001-552-61140		1,775.00 1,775.00
39460	4/14/2020 10C0029022365 10C0029022381 10C0029154614	000032 2/27-3/26/2020 - CH - Drinking Water Service 2/27-3/26/2020 - LIB - Drinking Water Service 2/27-3/26/2020 - Plng - Drinking Water Service	READY REFRESH BY NESTLE	001-410-60800 001-410-60800 001-410-60800		137.54 87.10 7.53 42.91
39461	4/14/2020 A104200041	000706 Srcv->3/31/2020 - Iridium Sim Card - GSA Plan	SATCOM GLOBAL, INC.	001-410-60014		51.13 51.13
39462	4/14/2020 INV0011795 INV0011795	000454 3/14/2020 - REFUND-TUP EVENT CANCELLED (COVID-19) 3/14/2020 - REFUND-TUP EVENT CANCELLED (COVID-19)	SCOR	001-22418 001-44025		6,655.00 6,500.00 155.00
39463	4/14/2020 INV0011880	001390 April 2020 - Med Exps Reimbursement per Contract	SCOTT WOLFE	001-402-50400		750.00 750.00
39464	4/14/2020 INV0011875	000507 2/24-3/24/2020 - CH - Utility Gas	SoCalGas	001-510-61230		118.04 118.04
39465	4/14/2020 INV0011877	000507 2/25-3/25/2020 - VB - Utility Gas	SoCalGas	001-510-61230		60.58 60.58
39466	4/14/2020 INV0011876	000507 2/24-3/24/2020 - CCC/LIB - Utility Gas	SoCalGas	001-510-61230		49.25 49.25
39467	4/14/2020 INV0011878 INV0011878 INV0011878	001071 Mar-2020 - Misc Mat'l/Supplies Mar-2020 - Misc Mat'l/Supplies Mar-2020 - Misc Mat'l/Supplies	Tractor Supply Co	001-558-60131 001-558-61140 001-558-67600		176.09 32.31 30.68 113.10
39468	4/14/2020 025-292105 025-292105	000862 March 2020 - UB Notification Calls/SMS March 2020 - UB Notification Calls/SMS	TYLER TECHNOLOGIES, INC.	005-701-60210 020-601-60210		14.00 7.00 7.00
39469	4/14/2020 410538045	000904 3/20-4/20/2020 - Plng - Copier Lease	US BANK EQUIPMENT FINANCE	001-565-60310		482.71 482.71
0005673563	4/7/2020 INV0011839 INV0011839 INV0011839 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011840 INV0011841 INV0011842 INV0011842 INV0011842 INV0011842 INV0011842 INV0011842	000193 K Abello - CC through 03/18/2020 K Abello - CC through 03/18/2020 K Abello - CC through 03/18/2020 R Hess - CC thru 3/18/2020 R Hess - CC thru 3/18/2020 A Keefer - CC through 3/18/2020 L Reid - CC through 3/18/2020	FIRST NATIONAL BANK OF OMAHA	001-511-60800 001-511-67140 001-511-67570 001-558-60710 001-558-61140 001-558-67600 005-701-60650 005-701-60710 005-701-61140 005-701-67600 020-601-60250 020-601-60710 020-601-61140 020-601-67600 001-565-60710 001-401-60710 001-401-60900 001-402-60710 001-403-60710 001-403-61130		8,885.14 79.95 875.41 875.41 326.15 48.41 64.63 99.46 24.27 51.67 64.63 276.02 718.62 51.67 64.63 378.39 116.31 10.68 38.77 899.01 32.31

Check Disbursements - City Council - April 2

Payment Dates: 04/01/2020 - 04/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	INV0011842	L Reid - CC through 3/18/2020	001-410-60900		436.67
	INV0011842	L Reid - CC through 3/18/2020	001-420-60710		38.77
	INV0011842	L Reid - CC through 3/18/2020	001-511-60900		38.77
	INV0011842	L Reid - CC through 3/18/2020	001-558-60710		38.77
	INV0011842	L Reid - CC through 3/18/2020	001-565-60710		38.77
	INV0011843	H Sierra - CC through 3/18/2020	001-401-60710		45.00
	INV0011844	P Smith - CC through 3/18/2020	001-511-67140	53010-040	457.90
	INV0011845	K Thomsen - CC through 3/18/2020	001-511-60250		1,270.24
	INV0011845	K Thomsen - CC through 3/18/2020	001-511-60800		90.00
	INV0011846	S Wolfe - CC through 3/18/2020	001-402-60900		36.55
	INV0011847	S Zamora - CC through 3/18/2020	020-601-60800		1,297.30
Payment Total:					313,344.44

Report Summary

Fund Summary

Fund	Payment Amount
001 - General Fund	238,230.45
005 - Sewer Fund	31,731.57
020 - Water Fund	16,589.07
092 - Capital Improvement Proj Fund	26,793.35
Grand Total:	313,344.44

Account Summary

Account Number	Account Name	Payment Amount
001-22416	Developer Deposit	10,173.94
001-22418	Special Event Deposit	6,500.00
001-401-50400	Medical Benefit	565.18
001-401-60710	Travel & Training	367.01
001-401-60900	Miscellaneous	10.68
001-402-50400	Medical Benefit	935.30
001-402-60710	Travel & Training	38.77
001-402-60900	Miscellaneous	36.55
001-403-50400	Medical Benefit	69.15
001-403-60710	Travel & Training	899.01
001-403-61130	Office Supplies	32.31
001-410-50400	Medical Benefit	225.34
001-410-60014	Emergency Operations	15,051.13
001-410-60210	Computer Maintenance & Software	1,232.50
001-410-60310	Equipment Rental	384.38
001-410-60800	Contract Services	137.54
001-410-60900	Miscellaneous	1,503.68
001-410-61130	Office Supplies	32.38
001-410-61241	Utilities - Electric	831.50
001-410-61292	Internet Access/ Website Maint	743.30
001-410-67705	Telephone	357.39
001-410-72100	Office Equipment	6,468.50
001-420-50400	Medical Benefit	200.79
001-420-60710	Travel & Training	38.77
001-44025	Event Application Fee/Temp Use	155.00
001-501-60800	Contract Services	164,359.09
001-501-61241	Utilities - Electric	300.96
001-510-61230	Utilities - Gas	227.87
001-510-61241	Utilities - Electric	187.64
001-511-50400	Medical Benefit	502.68
001-511-60250	Maintenance/Repair	1,270.24
001-511-60252	Maintenance/Repair-Joint Use	780.00
001-511-60310	Equipment Rental	139.00
001-511-60510	Advertising	478.00
001-511-60800	Contract Services	169.95
001-511-60900	Miscellaneous	38.77
001-511-61130	Office Supplies	32.61
001-511-61290	Telephone/Internet	200.14
001-511-67140	Buelltton Recreation Program	1,333.31
001-511-67570	Recreation Program 50/50	875.41
001-550-61241	Utilities - Electric	4,769.34
001-552-60258	Maintenance/Repair-River View	703.55
001-552-61125	Small Equipment	369.52
001-552-61140	Operational Supplies	1,798.64
001-552-61211	Utilities - Water	596.31
001-552-61241	Utilities - Electric	358.24
001-552-73500	Equipment	482.72
001-556-61241	Utilities - Electric	78.26
001-558-50400	Medical Benefit	590.78

Account Summary

Account Number	Account Name	Payment Amount
001-558-60131	Laundry / Uniforms	32.31
001-558-60250	Maintenance / Repair	83.00
001-558-60270	Maintenance - Vehicles	29.46
001-558-60710	Travel & Training	364.92
001-558-60800	Contract Services	39.66
001-558-61127	Tools	167.23
001-558-61140	Operational Supplies	106.01
001-558-67600	Safety Equipment	177.73
001-565-50400	Medical Benefit	249.94
001-565-60310	Equipment Rental	482.71
001-565-60710	Travel & Training	417.16
001-565-60800	Contract Services	7,735.50
001-565-61241	Utilities - Electric	278.11
001-565-67705	Telephone	433.58
005-701-50400	Medical Benefit	450.89
005-701-60210	Computer Maintenance &Software	243.01
005-701-60250	Maintenance / Repair	4.81
005-701-60270	Maintenance - Vehicles	883.53
005-701-60650	Membership & Publications	99.46
005-701-60710	Travel & Training	24.27
005-701-60800	Contract Services	20,804.20
005-701-61131	Postage	380.00
005-701-61140	Operational Supplies	51.67
005-701-61241	Utilities - Electric	7,781.48
005-701-67600	Safety Equipment	401.71
005-701-67705	Telephone	606.54
020-601-50400	Medical Benefit	450.90
020-601-60210	Computer Maintenance &Software	7.00
020-601-60250	Maintenance / Repair	2,328.94
020-601-60710	Travel & Training	718.62
020-601-60800	Contract Services	1,419.47
020-601-61111	Chemicals / Analysis	1,205.18
020-601-61127	Tools	128.22
020-601-61131	Postage	380.00
020-601-61140	Operational Supplies	51.67
020-601-61241	Utilities - Electric	8,961.30
020-601-67600	Safety Equipment	401.70
020-601-67705	Telephone	536.07
092-211-74100	Construction and Improvements	1,400.00
092-608-74100	Construction and Improvements	21,579.00
092-610-74100	Construction and Improvements	3,814.35
Grand Total:		313,344.44

Project Account Summary

Project Account Key		Payment Amount
None		259,563.54
09221174100	Village Park Improvements (Fund with Developer)	1,400.00
09260874100	WTP/Booster Power Reliability	21,579.00
09261074100	Water Distribution System Improvements	3,814.35
53010-040	February Camp 2020 2/17/20-2/21/20	457.90
90010-070	Crossroads Ctr at The Village	202.14
90021-070	Village Capital Pacific Townhomes	2,047.13
90037-070	Fig Mountain Brewing	373.38
90039-070	Waypoint	647.62
90044-070	The Industrial Network	220.17
90057-070	480 Ave of Flags - Creekside	6,683.50
EM001070	Covid-19	16,355.71

Project Account Summary

Project Account Key
EM001070

Covid-19

Payment Amount

Grand Total:

313,344.44

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: April 23, 2020

Subject: Monthly Treasurer’s Report – March 31, 2020

BACKGROUND

California Government Code Section 53646(b)(3) provides mandatory investment reporting requirements for California public agencies. The attached Treasurer’s Report complies with the State’s reporting requirement.

On June 13, 2019, Council adopted the current Investment Policy per Resolution No. 19-15 which states the City Finance Director, as the investment officer, must submit monthly reports to City Council to demonstrate that sufficient cash flow liquidity is available to meet the succeeding month’s estimated expenditures.

This Treasurer’s Report is for March 31, 2020. Treasurer’s Reports are presented on a monthly basis.

FISCAL IMPACT

There is no fiscal impact; this report is intended to show the City Council the financial performance of the City’s investment portfolio of idle funds.

RECOMMENDATION

That the City Council receive and file the Treasurer’s Report for the month ending March 31, 2020.

ATTACHMENTS

Attachment 1 – Monthly Treasurer’s Report – March 31, 2020



City of Buellton

City of Buellton

Monthly Treasurer's Report

For the month ending in March 31, 2020

April 23, 2020

This report presents the City's cash activity and investment portfolio as of March 31, 2020. The report includes:

- 1) Cash and investments at March 31, 2020 compared to the prior month;
- 2) A reconciliation of cash and investments to City ledger balances;
- 3) All investments managed by the City on its own behalf;
- 4) Beginning of year fund balance, revenues, expenditures and ending fund balance for each fund at March 31, 2020

The following schedule is a summary of the City's cash and investments based on recorded value as of March 31, 2020 compared with the prior month.

	March 31, 2020	February 29, 2020	\$ Change
Cash	\$ 7,499,357.03	\$ 7,660,925.64	\$ (161,568.61)
Investments held by the City	10,131,496.86	10,127,294.07	\$ 4,202.79
TOTAL CASH AND INVESTMENTS	\$ 17,630,853.89	\$ 17,788,219.71	\$ (157,365.82)

Summary of activity for the Month and Future Liquidity: *The majority of the difference in the recorded value for cash and investments held by the City from last month is as a result of the receipt of January 2020 Sales Tax offset with a reimbursement payment for the construction of the Vineyard Village Park. The value of investments increased due to the receipt of interest earning from Certificate of Deposits (CDs). The portfolio is sufficiently liquid to meet expected expenditures for the coming six months.*

The following schedule is a reconciliation of Cash and Investments to City ledger:



Bank Reconciliation - March 2020

City of Buellton, CA
For the Period Ending 3/31/2020

ACCOUNT #	ACCOUNT NAME	02/29/2020 BALANCE	CURRENT ACTIVITY	03/31/2020 BALANCE
CLAIM ON CASH				
001-10000	Claim On Pooled Cash	10,081,113.43	(106,778.28)	9,974,335.15
005-10000	Claim On Pooled Cash	1,790,461.01	33,046.17	1,823,507.18
006-10000	Claim on Pooled Cash	117,397.90	-	117,397.90
020-10000	Claim On Pooled Cash	3,614,902.09	83,224.91	3,698,127.00
021-10000	Claim on Pooled Cash	193,358.56	-	193,358.56
023-10000	Claim On Pooled Cash	488,461.35	(1,000.00)	487,461.35
024-10000	Claim On Pooled Cash	35,783.51	-	35,783.51
025-10000	Claim On Pooled Cash	409,366.98	7,881.09	417,248.07
027-10000	Claim On Pooled Cash	214,565.13	(1,169.66)	213,395.47
029-10000	Claim On Pooled Cash	24,062.91	(17,776.25)	6,286.66
031-10000	Claim On Pooled Cash	369,291.81	42,262.06	411,553.87
075-10000	Claim On Pooled Cash	218,148.18	-	218,148.18
090-10000	Claim On Pooled Cash	-	-	-
091-10000	Claim On Pooled Cash	-	-	-
092-10000	Claim On Pooled Cash	231,306.85	(308,234.91)	(76,928.06)
TOTAL CLAIM ON CASH		17,788,219.71	(268,544.87)	17,519,674.84
CASH IN BANK				
Cash in Bank				
999-10001	Pooled Cash - General Checking	7,647,065.78	(271,223.56)	7,375,842.22
999-10002	Pooled Cash - Money Market	206,642.16	36.23	206,678.39
999-10003	Pooled Cash - FSA	13,859.86	(1,524.10)	12,335.76
999-10004	Pooled Cash - Brokerage	1,394,477.19	4,166.56	1,398,643.75
999-10005	Pooled Cash - LAIF	8,526,174.72	-	8,526,174.72
TOTAL: Cash in Bank		17,788,219.71	(268,544.87)	17,519,674.84

Per Statements:	3/31/2020
Rabobank General Checking	7,487,021.27
Rabobank Money Market	206,678.39
Rabobank FSA	12,335.76
Local Agency Investment Fund	8,526,174.72
Multi-Securites Bank	1,398,643.75
Total Cash per Statements:	17,630,853.89

Claim on Cash vs. Total Cash Per Statements:	(111,179.05)
Outstanding items per System Reconciliation	(111,179.05)
Difference:	-

City of Buellton
Investment Summary
March 31, 2020

	Percent of Portfolio	Yield	Maturity Term	Maturity Date	Par Value	Market Value
Local Agency Investment Fund - LAIF	84.71%	2.45%	n/a	n/a	\$ 8,526,174.72	\$ 8,526,174.72
Certificates of Deposits (Held with Multi-Securities Bank)						
Goldman Sachs Bank	1.99%	2.75%	2 yrs.	5/11/2020	200,000.00	200,408.00
T C T Federal Credit Union	1.19%	2.05%	1 yr.	7/23/2020	120,000.00	120,390.00
Wells Fargo Bank	2.47%	2.25%	5 yrs.	8/16/2022	249,000.00	254,019.84
Sallie Mae Bank	0.99%	3.20%	5 yrs.	5/9/2023	100,000.00	105,282.00
First Technology Bank Fed Cr Union	1.02%	3.60%	5 yrs.	12/26/2023	103,000.00	110,910.40
First Technology Bank Fed Cr Union	0.99%	3.35%	5 yrs.	2/6/2024	100,000.00	106,945.00
Comenity Cap Bank	1.59%	2.80%	5 yrs.	4/15/2024	160,000.00	168,139.20
Morgan Stanley Bank	0.99%	2.75%	5 yrs.	5/2/2024	100,000.00	104,921.00
Capital One Bank	0.99%	2.00%	5 yrs.	8/21/2024	100,000.00	102,036.00
Morgan Stanley Bank	0.99%	1.90%	5 yrs	1/23/2025	100,000.00	101,661.00
Multi-Securities Bank - Cash in Holding						23,931.31
Money Market (Held with Rabobank)	2.05%	0.20%		n/a	206,678.39	206,678.39
Total City Investments	<u>100.00%</u>				<u>\$ 10,064,853.11</u>	<u>\$ 10,131,496.86</u>

Currently, short-term excess cash is primarily invested in the Local Agency Investment Fund (LAIF) administered by the State Treasurer. This is a high quality investment available in terms of safety, liquidity, and yield. Due to fluctuations in the marketplace, the City may have some investments with a current market value that is greater or less than the recorded value. This difference has no effect on investment yield as the City intends to hold the securities to maturity. However, generally accepted accounting principles require that market gains and losses be reported as interest earnings or losses at year-end.

The following is a fund balance schedule showing beginning fund balance at July 1, 2019 plus revenues minus expenditures for the period, resulting in ending fund balance at March 31, 2020. Fund balance includes total assets and liabilities of the City.

Fund	July 1, 2019 Balance	Total Revenues	Total Expenses	March 31, 2020 Balance
001 - General Fund	10,401,733.46	5,521,578.97	6,111,221.62	9,812,090.81
005 - Sewer Fund	3,188,079.16	950,038.26	785,622.05	3,352,495.37
006 - Wastewater Capital	230,946.11	709.55	-	231,655.66
020 - Water Fund	6,400,079.38	1,973,419.71	1,730,368.46	6,643,130.63
021 - Water Capital	403,504.96	1,168.66	-	404,673.62
023 - Housing Fees	484,515.12	2,946.23	-	487,461.35
024 - Traffic Mitigation Fund	35,567.23	216.28	-	35,783.51
025 - Gas Tax Fund	307,781.68	241,705.67	120,084.26	429,403.09
027 - Local Transportation Fund	323,882.03	4,985.04	113,804.94	215,062.13
029 - Transportation Planning	(103,452.73)	182.11	27,083.75	(130,354.37)
031 - Measure A	493,699.39	300,709.44	354,853.59	439,555.24
075 - Trust & Agency Fund	7,347.21	1,355.46	-	8,702.67
090 - Long-Term Debt	(2,609,593.50)	-	-	(2,609,593.50)
091 - General Fixed Assets	20,191,788.24	-	-	20,191,788.24
092 - Capital Improvement Proj Fund	-	1,792,105.53	1,895,826.94	(103,721.41)
	39,755,877.74	10,791,120.91	11,138,865.61	39,408,133.04

As required by Government Code Section 53646 (b) (3), the chief officer for the City declares that there is sufficient funds to meet all obligations for the next six months.

Shannel Zamora

Shannel Zamora
Finance Director

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: April 23, 2020

Subject: Consideration of Appointment to the Planning Commission

BACKGROUND

On October 31, 2019, Commissioner Michael Eglin provided notice that he was stepping down from the Planning Commission because his family was moving out of Buellton. That left one opening on the Planning Commission. Attachment 1 defines Buellton Municipal Code Section 2.36, Planning Commission.

Staff published and posted the Planning Commission vacancy and accepted applications until applications were received. The City received applications from Aaron Liggett and Hudson Hornick (Attachment 2). It would be appropriate for the City Council to conduct interviews of the above referenced candidates and consider an appointment to the Commission. The appointment term will expire December 2022.

RECOMMENDATION

That the City Council conduct interviews of applicants and make one appointment to the Planning Commission with the term of office expiring December 2022.

ATTACHMENTS

Attachment 1 - Buellton Municipal Code Chapter 2.36: "Planning Commission"
Attachment 2 - Application forms

ATTACHMENT 1

Buellton Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Collapse](#)[Search](#)[Print](#)[No Frames](#)[Title 2 ADMINISTRATION AND PERSONNEL](#)**Chapter 2.36 PLANNING COMMISSION**

2.36.010 Created.

There is created a planning commission for the city. It shall consist of five members, appointed in the manner and for the terms prescribed in Section 2.28.010 of this code, provided, however, that whenever an appointment is made to fill a vacancy or removal on the commission after the commencement of a commissioner's term, the term of the commissioner appointed to fill such vacancy or removal shall be for the balance of the unexpired term of the commissioner leaving or removed from the commission. (Ord. 97-01 § 2 (A), 1997; Ord. 92-20 § 2, 1992)

2.36.020 City planning commission—General jurisdiction and functions.

A. The planning commission for the city, as created and described in Section 2.36.010 of this code shall perform all functions and take all actions designated in the development code of the county of Santa Barbara, which has been adopted by the city, for the planning commission and for the planning commission subcommittee. In addition, with the exception of decisions on lot line adjustments and certificates of compliance, all discretionary decisions designated in the development code to be made by the planning officer or other officers or offices shall be made by the planning commission of the city. Further, the planning commission shall review and the city council shall act upon all requests for planned residential developments, subject to all other applicable provisions of the city's ordinances.

B. The provisions of this section relating to the city planning commission shall become effective on August 27, 1992. (Ord. 92-20 § 2, 1992; prior code § 2.18.015)

2.36.030 Compensation of planning commissioners.

The members of the planning commission shall each receive compensation payable out of the general fund of the city, provided adequate funds have been budgeted therefor in the sum of one hundred dollars (\$100.00) per month. The compensation prescribed in this chapter shall be exclusive of any amounts payable to each member of the commission as a reimbursement for the actual and necessary expenses authorized by the city council and incurred in the performance of official duties for the city. (Ord. 93-14, 1993; prior code § 2.18.016)

2.36.040 Chair—Committees—Staff.

Designation of chairpersons for the commission shall be governed by Section 2.28.050 of this code. The commission shall be authorized to appoint and fix the membership of such number of standing and temporary committees as it may find expedient for the performance of its duties. The city manager may appoint an executive secretary and other staff and provide such compensation for their services as may be authorized by the city council and by the annual city budget of expenditures. (Prior code § 2.18.020)

2.36.050 Meetings—Rules of procedure.

The commission shall hold at least one regular meeting each month at such time, date and place designated by the commission. Special meetings may be called by the chair or a majority of the commission, provided notice has been given to all members at least twenty-four (24) hours prior to the meeting. A majority of commissioners shall constitute a quorum. (Prior code § 2.18.030)

2.36.060 Functions, powers and duties.

The functions, powers and duties of the planning commission shall be all those functions, powers and duties of a planning commission and board of zoning adjustment as provided in Chapters 3 and 4 of Title 7 commencing with Section 65100 of the Government Code of the state (the planning and zoning law), as the same may be hereafter amended. The planning commission shall perform such other duties and functions as may be designated by the city council. (Prior code § 2.18.040)

2.36.070 Rules—Records and meetings.

The planning commission shall adopt rules for the transaction of business, shall keep a public record of its resolutions, transactions, findings and determinations, and shall hold at least one regular meeting each month. Minutes of the planning commission meetings shall be filed with the city clerk. (Prior code § 2.18.050)

View the [mobile version](#).



Received
APR 01 2020
CITY OF BUELLTON

APPLICATION FOR APPOINTMENT TO PLANNING COMMISSION

Name: Aaron Liggett

Address: 133 Shadow Mountain Drive

Phone Number(s): 805-895-2295 (cell)

Email Address: aliggett@calpoly.edu

Employer: Cal Poly San Luis Obispo, self employed landscape architect

Occupation: Landscape Architect, Lecturer

How long have you been a resident of the City of Buellton? 8 months

Have you worked for the City of Buellton or are you related to any City Employee or City Official? If so, please explain: NO

Are you a registered voter in the City of Buellton? Yes

Please provide education, work experience, and training background:
Bachelor of Science, Physical Geography (UC Santa Barbara)

Master of Landscape Architecture (University of Arizona)

Professional landscape architect (6 yrs.), University lecturer (4 yrs.)

Please list community and/or volunteer activities and personal interests:
Faculty Advisor for AIAS (American Institute of Architecture Students), Santa Barbara Chapter

Pro-bono design work for La Casa de la Raza, Santa Barbara

Offered free design portfolio workshops open to SBCC students and the general public

Aaron Liggett
Signature of Applicant

4/1/2020
Date

For more information regarding the Planning Commission,
please reference Buellton Municipal Code Chapter 2.36.
Planning Commission Meetings are held on the first and third Thursdays
of each month beginning at 6:00 p.m. in the City Council Chambers
City of Buellton employees are not eligible for appointment.

April 1, 2020

To Scott Wolfe,

I wish to be considered to join the City of Buellton Planning Commission. I moved to Buellton eight months ago from Santa Barbara and have quickly grown fond of your small town and recognize the significant opportunities and challenges that Buellton faces; I would like to contribute my efforts and expertise to address them. As a licensed landscape architect, I have experience working with clients and community stakeholders on a wide range of public and private projects in Santa Barbara and the Santa Ynez Valley including, multi-family housing developments, wineries, ecological restoration, streetscapes, and playgrounds. Along with practicing landscape architecture, I teach part-time at Santa Barbara City College and Cal Poly San Luis Obispo, where I instruct courses in landscape architecture, architectural rendering, Geographic Information Systems (GIS), and site engineering and construction.

Buellton's agricultural character and proximity to natural amenities provide excellent economic and recreational opportunities, which are creating a demand for more housing and commercial needs. The dilemma is how to manage growth so that the town maintains its cultural identity and connection to nature at an appropriate scale and pace.

A significant planning issue facing Buellton as it develops is "connectivity". The 101 Freeway and HWY 246 act as hard edges that divide Buellton into separate disconnected sections. One strategy to soften those edges are to layout a multiuse path network that connects different sections of Buellton: downtown (Avenue of the Flags), civic (city hall, library, post office), wine/food (Industrial Way), natural amenities (Zaca Creek, Santa Ynez River), residential neighborhoods, and parks. If new development and zoning decisions are managed around such infrastructure, the city can improve connectivity while maintaining a cohesive identity, reducing automobile traffic, revitalizing downtown, encouraging economic activity, and creating recreational amenities for residents and tourists.

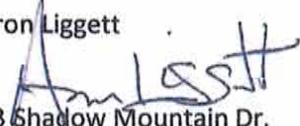
Another approach is to slow traffic along the HWY 246 and Avenue of the Flags. The speed of the traffic and the width of the road creates a barrier between the north and south sides of the city, particularly along the Avenue of the Flags which is the core of Buellton. In order to bridge that disconnect, traffic calming strategies and enhanced pedestrian paths could be constructed so that movement through town can be encouraged in an efficient and comfortable manner.

Overall, I agree with the content of the General Plan, approach stated Economic Development Strategy, and the concepts of the Buellton Vision Plan. The initial focus should be along the Avenue of the Flags, which eventually could extend along HWY 246 to Industrial Way. The next steps are to develop a refined program, detail design strategies, and target desired investors/developers in order to approve and implement the plans.

I appreciate your consideration, and please feel free to call me with any feedback or questions.

Sincerely,

Aaron Liggett



133 Shadow Mountain Dr.
Buellton, CA 93427
Phone: (805) 895--2295



APPLICATION FOR APPOINTMENT TO PLANNING COMMISSION

Name: Hudson Hornick

Address: 35 Six Flags Circle, Buellton, CA, 93427

Phone Number(s): 805-883-8181

Email Address: hudson.hornick@gmail.com

Employer: Santa Barbara County Counsel

Occupation: Attorney

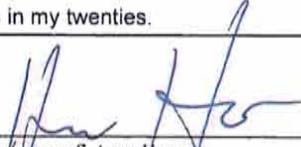
How long have you been a resident of the City of Buellton? 1 year, 4 months

Have you worked for the City of Buellton or are you related to any City Employee or City Official? If so, please explain: _____

Are you a registered voter in the City of Buellton? yes

Please provide education, work experience, and training background:
I have been an attorney for just about two years now, workign for the County of Santa Barbara. Prior to that, I was
a law clerk and paralegal covering land dispute matters and general litigation. I was also a law clerk for the Environmental
Defense Center in Santa Barbara, CA.

Please list community and/or volunteer activities and personal interests:
I have previously volunteered and helped found "Crazy Days" a London based nonprofit publishing and events company
centered around community growth and mental health awareness. I also volunteered by time teaching English when
I was in my twenties.


Signature of Applicant

4/2/2020
Date

For more information regarding the Planning Commission,
please reference Buellton Municipal Code Chapter 2.36.
Planning Commission Meetings are held on the first and third Thursdays
of each month beginning at 6:00 p.m. in the City Council Chambers
City of Buellton employees are not eligible for appointment.

Planning Commission – 2020 Answers to Essay Questions

1.) The most important issues facing Buellton are economic stimulus and how to manage city growth intelligently, sustainably, and attractively. Buellton and the Santa Ynez Valley are poised to grow, and while Solvang is economically booming, logistical hurdles like the ability to cross town easily and timely, as well as parking and waste remain viable concerns. I would like to see Buellton be able to better tap into the tourism, restaurant, and dine-out industries while retaining a small town feel.

2.) My recommendation is to rely on good science and research conducted by industry professionals to enact Buellton's city plan and vision, with a hope that we can grow single family homes in decent sized, attractive, and affordable lots without sacrificing the county charm that is unique the Santa Ynez Valley.

3.) I am pro growth and development, but I write that with a modicum of hesitancy. I am for *smart* growth. I want to see Buellton develop in a manner that keeps its rugged country origins. I am hopeful that we can meet population demands with smart lots, not condos, and I would like to see businesses come in that will increase commercial offerings to families with children and also add some good walkable boutique and wine tasting/beer garden/cafe offerings.

4.) I am familiar with the City Guidelines. I would ensure that guidelines are met by reviewing them regularly.

5.) I believe that my training as an attorney allows me to better navigate the Ordinances and Codes that Buellton is lawfully bound to adhere to.

Thank you.

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Kyle Abello, Recreation Supervisor

Meeting date: April 23, 2020

Subject: Approval of Arts and Culture Project Application: Buellton Bach & Bluegrass Stroll

BACKGROUND

The Buellton Bach & Bluegrass Stroll project consists of two professional level Solvang Conservatory students strolling the neighborhoods of Buellton on two dates, May 13 and 16, playing lively Bach and Bluegrass music as a therapy for the spirit of those kept homebound by the COVID-19 pandemic. Based on the proposed routes and average walking speed, the total performance time over the two dates is estimated at around 8 hours. Solvang Conservatory director, Diane Byington, has taught violin and cello in the Santa Ynez Valley for over 30 years. A detailed description of the project is included as Attachment 1.

The Project request for \$1,250 will cover advertising and promotion of the strolling performance and honoraria for the musicians. Advertising will include appropriate language regarding social distancing. Any funds that aren't spent are required to be returned to the City. Additionally, the Committee has asked that Ms. Byington work with City staff to provide video of the strolling performance so it may be viewed via a link on the City website and possibly livestreamed as well.

The Arts & Culture Committee discussed the Project at length and recommended approval to the City Council.

FISCAL IMPACT

Arts and Culture Project funding is included in the City's Budget. The Arts & Culture Committee budget line item has \$47,500 remaining in this fiscal year.

RECOMMENDATION

That the City Council consider approving \$1,250 to fund the Buellton Bach & Bluegrass Stroll Project.

ATTACHMENTS

Attachment 1 - Buellton Bach & Bluegrass Stroll Project Proposal

ATTACHMENT 1
BUELLTON ARTS & CULTURE COMMITTEE

PROJECT FUNDING REQUEST FORM

DATE: 3-31-20

NAME OF PROJECT: Buellton Bach + Bluegrass Stroll

PROJECT DATE(S): May 13 + 16, 2020

SPONSORING ORGANIZATION: Solvang Conservatory

KEY ORGANIZER: Diane Byington

CONTACT INFORMATION: diane@solvang-conservatory.org
(805) 714-0775

TYPE OF PROGRAM: ARTS PROGRAM CULTURE PROGRAM BOTH

TOTAL PROJECT BUDGET: \$ 1,250

AMOUNT OF FUNDING REQUESTED: \$ 1,250

HAS APPLICANT RECEIVED FUNDING FROM THE BUELLTON ARTS & CULTURE PROGRAM
PERVIOUSLY? IF SO, WHEN WAS THE LAST TIME? YES NO YEAR: _____

HOW DID YOU HEAR ABOUT THE CITY OF BUELLTON ARTS & CULTURE GRANT PROGRAM:
Kyle Abello

IF APPLICANT DOES NOT RECEIVE THE FULL AMOUNT OF FUNDING REQUESTED, WILL THE
PROPOSED PROJECT STILL MOVE FORWARD: YES NO

DESCRIPTION OF EVENT – Include goals, objectives, key organizer's vitae / relevant previous
experience, and a list of other project partners/collaborators:

attached

DESCRIPTION OF EVENT

Proposal to bring two professional level Solvang Conservatory students to stroll the neighborhoods of Buellton on two dates, May 13 & 16, playing lively Bach and Bluegrass music as a therapy for the spirit of those kept in houses by the COVID 19 pandemic.

See attached City map with proposed routes. Residents can open their windows or come out on their doorsteps to listen. Promotion will be online, social media, and print advertising. The approximate times for each neighborhood are as follows:

May 13

Route 1: Jonata School/Second St. (10am), Via Corona (10:30am), Farmland Dr. (11am), La Lata/Menlo Dr. (11:30am)

Route 2: Second St/Irelan Dr. (1pm), Park St. (1:30pm), Central Ave (2pm), Ave of Flags (2:45pm)

May 16

Route 3: Valley Vineyard Village (10am), Glennora Way/Scandia Dr. (10:30am), Kendale Dr./Thumbelina Dr. (11am), Ballard Cyn Homes (11:30am)

Route 4: Valley Station (1pm), Central Ave/Zaca St (1:30pm), Rancho de Maria (2pm)

Performing on the violin will be Kaitlyn Greenwood; you may see a video of her performing the Concerto for Two Violins in D minor by Bach. This is from last summer with her sister Kristina. Kaitlyn is the one on the left in the dress with flowers.
(<https://www.youtube.com/watch?v=MyQf710V5aA>)

Kaitlyn Greenwood is a fifteen year old violinist who has studied at the Solvang Conservatory since the age of five. Her repertoire includes Bach's E major Partita, various bluegrass pieces, the Rumanian Folk Dances by Bartok, and the Meditation from Thais by Massenet. Kaitlyn, along with many serious musicians, believes in the healing power of music, and is always ready and willing to perform at community events. Her hobbies outside of violin include hiking, playing the banjo, and canoeing.

Accompanying Kaitlyn on the Bluegrass tunes will be **Luke Hemming**, age 20. While Luke is now an amazing violin student at the Conservatory, guitar has been his main instrument. He has been performing life rock music in the Santa Ynez Valley since 2013. For most gigs he played lead guitar with a 4 piece 70s, 80s classic rock cover band with drums, bass guitar, and vocals. An enthusiastic participant in community events, Luke has performed for the Valley's Fourth of July shows, Christmas events and smaller private parties. He currently performs with a 4 piece 80s style rock band in Santa Barbara and as a duet with Dewey Roberts.

Solvang Conservatory director **Diane Byington** is organizing this project and you may view her website, www.solvang-conservatory.org, for a full biography and information on her school.

BUELLTON ARTS & CULTURE COMMITTEE

PROJECT FUNDING REQUEST FORM

PROJECT BUDGET DETAIL:

PROJECT FUNDING (list anticipated funding sources and amounts) – must equal Total Project Budget

SOURCE OF REVENUE	AMOUNT
Buellton Arts + Culture Grant	1,250
TOTAL	\$ 1,250

PROJECT EXPENSES (promotional materials; space rental; artist honoraria; advertising; etc.) – must equal Total Project Budget

EXPENSE CATEGORY	AMOUNT
violinist	\$ 500
guitarist	\$ 500
advertising	\$ 250
TOTAL	\$ 1,250

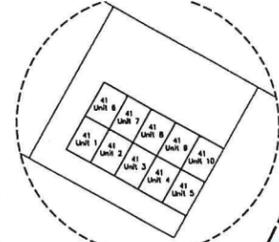
(with performance and rehearsal it is approx. \$30/hr.)

BUELLTON ARTS & CULTURE COMMITTEE

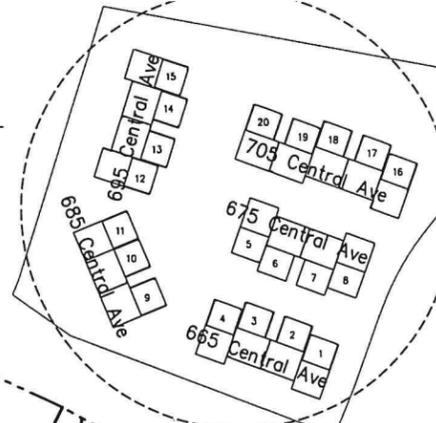
PROJECT FUNDING REQUEST FORM

CHECKLIST OF ITEMS TO SUBMIT:

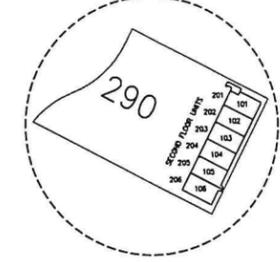
- Completed application
- If art, craft or other objets d'arte are to be exhibited or otherwise displayed, either links to artists/artisans websites, 4-6 digitized images (minimum 300dpi).
- If music, dance or other types of performance work is to be presented, either links to the artists' websites or digitized video of their work.
- If your project or event will be held on public property (streets, sidewalks, parks), submit a completed **Special Event Permit Application**.
- If your project or event includes temporary sales and the like on private property, submit a completed **Temporary Use Permit Application**. Consult the **Quick Reference Guide** for links to the application form and general information.



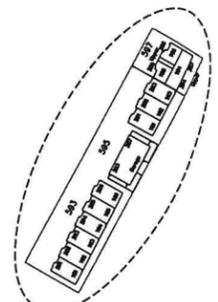
DETAIL F
Not to Scale



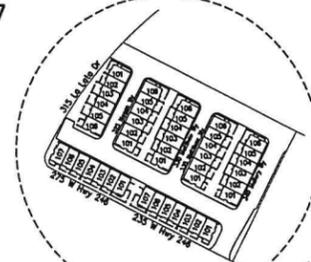
DETAIL G
Not to Scale



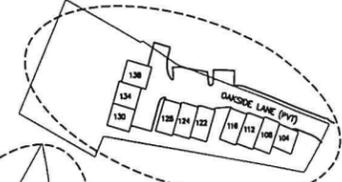
DETAIL H
Not to Scale



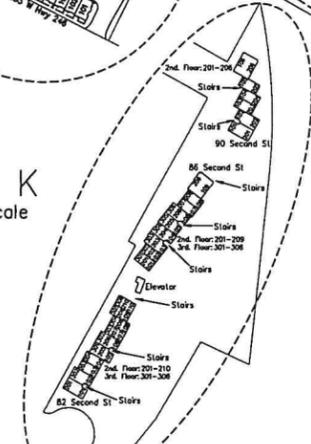
DETAIL I
Not to Scale



DETAIL J
Not to Scale



DETAIL K
Not to Scale



DETAIL L
Not to Scale



CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: April 23, 2020

Subject: Consideration of Joining Mutual Aid & Assistance Program through CalWARN

BACKGROUND

During the recent events of Covid-19, local water and wastewater agency managers began discussion of coordinating responses and available staffing should health impacts affect their operations. The California Water/Wastewater Agency Response Network (CalWARN) was recommended amongst the groups to provide an established mutual aid vehicle to each other. Should a local emergency occur that would debilitate our staffing abilities, the City would need to request assistance through mutual aid. The City has an Emergency Mutual Aid Agreement with the County of Santa Barbara, but that does not cover wastewater and water operations. CalWARN membership would be able to provide that mutual aid coverage.

CalWARN is a statewide mutual aid and assistance program that specifically supports and promotes statewide emergency preparedness, disaster response, and mutual assistance for public water and wastewater utilities. There are six regions statewide. The network has been established for over 18 years, with over 115 members in our Region alone, 17 members from Santa Barbara County. An additional benefit to enrollment in CalWARN is that mutual aid would be available from any member in California. If we have a localized emergency impacting all of Santa Barbara County, we are able to request mutual aid assistance out of the area to support our needs.

FISCAL IMPACT

There is no cost to join CalWARN's mutual aid and assistance program. If the City uses resources of a participating agency during times of local emergency, the City would reimburse the lending agency for payroll and/or expenses. Conversely, if the City resources were used, the City would be reimbursed.

RECOMMENDATION

Staff recommends that the City authorize the Public Works Director to complete enrollment of the City of Buellton to CalWARN.

ATTACHMENT

Attachment 1 – CalWARN Mutual Aid Agreement

Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said water and wastewater utilities being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

ARTICLE II.
DEFINITIONS

- A. Authorized Official – An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.
B. Emergency – A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility’s system, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be beyond the control of the services, personnel, equipment, and facilities of a Member and requires mutual assistance.
C. Member – Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.
D. Associate Member – Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
- 10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
- 13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
- 16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member’s facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
- 23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
- 27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31

32

33 **ARTICLE III.**
34 **ADMINISTRATION**

35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).

39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.

47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member’s Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member’s decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member’s employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member’s Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member’s
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member’s
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**
40 **ARBITRATION**
41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
47
48

1 **ARTICLE IX.**
2 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
3

4 Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member
5 shall assume the defense of, fully indemnify and hold harmless Responding Member, its
6 Directors, Council Members, Supervisors, officers and employees, from all claims, loss,
7 damage, injury and liability of every kind, nature and description, directly or indirectly arising
8 from the Requesting Member's work hereunder, including, but not limited to, negligent or
9 wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty
10 workmanship or other negligent acts, errors or omissions by Responding Member, or by
11 personnel provided to Requesting Member from the time assistance is requested and
12 rendered until the assistance is returned to Responding Member's control, portal to portal.
13

14
15 **ARTICLE X.**
16 **SIGNATORY INDEMNIFICATION**
17

18 In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature
19 arising out of the rendering of assistance through this Agreement, the parties involved in
20 rendering or receiving assistance agree to indemnify and hold harmless all Members whose
21 only involvement is the execution and approval of this Agreement, in the transaction or
22 occurrence which is the subject of such claim, action, demand or other proceeding. Such
23 indemnification shall include indemnity for all claims, demands, liability, damages and costs,
24 including reasonable attorneys' fees and other costs of defense, for injury, property damage
25 and workers compensation.
26

27
28 **ARTICLE XI.**
29 **WORKER'S COMPENSATION CLAIMS**
30

31 The Responding Member is responsible for providing worker's compensation benefits and
32 administering worker's compensation for its employees. The Requesting Member is
33 responsible for providing worker's compensation benefits and administering worker's
34 compensation for its employees.
35

36
37 **ARTICLE XII.**
38 **NOTICE**
39

40 Each party hereto shall give to the others prompt and timely written notice of any claim
41 made or any suit instituted coming to its knowledge, which in any way, directly or indirectly,
42 contingently or otherwise, affects or might affect them, and each Member shall have the
43 right to participate in the defense of the same, as it considers necessary to protect its own
44 interests.
45
46

1 **ARTICLE XIII.**
2 **INSURANCE**

3
4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

8
9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**

11
12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**

26
27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**

33
34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**

43
44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

1
2 **ARTICLE XVIII.**
3 **SEVERABILITY**
4

5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
9

10
11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
13

14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
18
19

20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
27

28
29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
34
35

36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
43
44
45

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

CITY OF BUELLTON

(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: April 24, 2020

Name: (printed) Rose Hess (signature) _____

Title: Director of Public Works

Please return an ORIGINAL signed copy of this page, plus the [information requested on](#)

[Emergency Contacts List](#) to:

Ms. Kelly Hubbard
CalWARN, Region 1, Southern Chair
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley CA 92728

Send a copy to the appropriate Region Chair:

Region I, Southern Chair

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Kelly Hubbard
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(714) 593-5010
khubbard@mwdoc.com

Region II, Coastal Chair

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