



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of May 14, 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 27, 2020 Special City Council Meeting**
- 2. Minutes of April 23, 2020 Regular City Council Meeting**
- 3. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
- 4. Financial Report for the Third Quarter Ending March 31, 2020**
❖ (Staff Contact: Finance Director Shannel Zamora)
- 5. Approval of Inter-Regional Transit Service – Breeze Route 200**
❖ (Staff Contact: Public Works Director Rose Hess)
- 6. Acceptance of the Highway 246 & Sycamore Drive Pedestrian Improvements Project**
❖ (Staff Contact: Public Works Director Rose Hess)

PRESENTATIONS

- 7. Presentation of Certificates to Recipients of the Norman and Gale Williams Buellton Education Scholarships**

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)**

- 8. Approval of Bike Skills Course Design and Volunteer Led Project Funding**
❖ *(Staff Contact: Recreation Supervisor Kyle Abello)*
- 9. Approval of Arts & Culture Project Applications:**
 - A. Mosaic Pillars and Main Entry Sign at Botanic Garden**
 - B. SYV Teen Arts Workshop**
❖ *(Staff Contact: Recreation Supervisor Kyle Abello)*
- 10. Contract for Law Enforcement Services between the County of Santa Barbara and the City of Buellton for Fiscal Year 2020-21**
❖ *(Staff Contact: City Manager Scott Wolfe)*
- 11. 2025 Buellton General Plan - Land Use & Circulation Element Update; Consideration of Professional Services Agreements**
❖ *(Staff Contact: Contract City Planner, Irma Tucker)*
- 12. Discussion Regarding Flag Pole on Median 2**
❖ *(Staff Contact: City Manager Scott Wolfe)*
- 13. Reconsideration of City Participation in Community Choice Aggregation for Electrical Service**
❖ *(Staff Contact: City Manager Scott Wolfe)*

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

- 14. 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**
- 15. Closed Session Pursuant to Government Code Section 54956.9(d)(4)
Potential Initiation of Litigation**

ADJOURNMENT

The next regular meeting of the City Council will be held on Thursday, May 28, 2020 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL SPECIAL MEETING MINUTES

Special Meeting of April 27, 2020

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Sierra called the Special meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present via Zoom: Council Members Ed Andrisek, Dave King, John Sanchez, Vice Mayor Art Mercado, and Mayor Sierra

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

PUBLIC COMMENTS

None

BUSINESS ITEMS

- 1. Consideration of Purchase Agreement and Agreement for Lease after Sale for Property Located at 202 Dairyland Road**

RECOMMENDATION:

That the City Council authorize the City Manager to execute the Residential Purchase Agreement and Joint Escrow Instructions for the purchase of property located at 202 Dairyland Road at a price of two million dollars (\$2,000,000.00), and the Residential Lease after Sale Agreement, for a rental payment of one thousand five hundred dollars (\$1,500.00) per month.

STAFF REPORT:

City Manager Wolfe presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Vice Mayor Mercado, seconded by Council Member Andrisek authorizing the City Manager to execute the Residential Purchase Agreement and Joint Escrow Instructions for the purchase of property located at 202 Dairyland Road at a price of two million dollars (\$2,000,000.00).

VOTE:

Motion passed by a roll call vote of 4-1, with Council Member King voting no.

Council Member Andrisek – Yes

Council Member King – No

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

MOTION:

Motion by Vice Mayor Mercado, seconded by Council Member Sanchez authorizing the City Manager to execute the Residential Lease after Sale Agreement, for a rental payment of one thousand five hundred dollars (\$1,500.00) per month.

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

2. Consideration of Deferred Payment Plan and Tolling Agreement for Figueroa Mountain Brewing Company

RECOMMENDATION:

That the City Council authorize the City Manager to execute the Payment Plan and Tolling Agreement with Figueroa Mountain Brewing Company.

STAFF REPORT:

City Manager Wolfe presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the possibility of Figueroa Mountain Brewing Company filing Chapter 11 bankruptcy in the future and how the City could recover the unpaid water debt. City Attorney Murphy stated that if Figueroa Mountain Brewing Company files for Chapter 11 bankruptcy, they will likely reorganize and continue their brewing operations in Buellton, which will necessitate water usage and will put the City in a good position of being paid back.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sanchez, seconded by Council Member King authorizing the City Manager to execute the Payment Plan and Tolling Agreement with Figueroa Mountain Brewing Company.

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 5:16 p.m. The next regular meeting of the City Council will be held on Thursday, May 14, 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 23, 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. via Zoom.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present via Zoom: Council Members Ed Andrisek, Dave King, John Sanchez, Vice Mayor Art Mercado, and Mayor Sierra

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

REORDERING OF AGENDA

None

PUBLIC COMMENTS

City Manager Wolfe announced that Lt. Jeff Greene was joining the meeting via Zoom to introduce himself as the City's new Sheriff's lieutenant, replacing retired Lt. Eddie Hsueh. Lt. Greene stated that he was happy to be serving as Buellton's lieutenant and looks forward to meeting everyone in person when social distancing ends.

CONSENT CALENDAR

- 1. Minutes of April 9, 2020 Special City Council Meeting**
- 2. Minutes of April 9, 2020 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

Council Member Andrisek questioned why the claims report still references Rabobank and not Mechanics Bank. Finance Director Zamora stated that the City has been waiting for the full bank transition to take effect in case the bank information changes but she will look into it.

MOTION:

Motion by Council Member King, seconded by Vice Mayor Mercado, approving Consent Calendar Items 1 through 4 as listed.

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

None

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS/ITEMS

Mayor Sierra thanked everyone for working together during the current pandemic.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Vice Mayor Mercado announced that he attended the Buellton Chamber of Commerce Board meeting via telephone and provided an oral report regarding the meeting.

Council Member Andrisek announced that he attended the Central Coast Water Authority (CCWA) Board Meeting via Zoom and provided an oral report regarding the meeting.

BUSINESS ITEMS

5. Consideration of Appointment to the Planning Commission

- A. Interviews of Applicants**
- B. Consideration of Appointment**

RECOMMENDATION:

That the City Council make an appointment to the Planning Commission with the term of office expiring December 2022.

STAFF REPORT:

City Manager Wolfe presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

DISCUSSION:

The Council thanked all the applicants for their desire to serve on the Planning Commission and asked each applicant to state why they would like to be appointed to the Commission. Aaron Liggett and Hudson Hornick each spoke about how they could contribute to the Planning Commission.

The City Council stated that both applicants are very articulate and committed to the City of Buellton and thanked them both for applying for the Planning Commission seat.

MOTION:

Motion by Council Member King, seconded by Council Member Sanchez, appointing Hudson Hornick to the Planning Commission with term of office expiring December 2022.

VOTE:

Motion failed by a roll call vote of 2-3, with Council Member Andrisek, Vice Mayor Mercado, and Mayor Sierra voting no.

Council Member Andrisek – No

Council Member King - Yes

Council Member Sanchez - Yes

Vice Mayor Mercado – No

Mayor Sierra – No

MOTION:

Motion by Council Member Andrisek, seconded by Vice Mayor Mercado, appointing Aaron Liggett to the Planning Commission with term of office expiring December 2022.

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

6. **Approval of Arts and Culture Project Application: Buellton Bach & Bluegrass Stroll**

RECOMMENDATION:

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

STAFF REPORT:

Recreation Supervisor Abello presented the staff report.

SPEAKERS/DISCUSSION:

Diane Byington, event organizer discussed adding additional musical strolling dates to the project, which will provide music to more streets in Buellton.

The City Council discussed adding additional musical strolling dates to the project, which will provide music to more streets in Buellton and approving \$2,250 for the project, rather than \$1,250.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sanchez, seconded by Council Member Andrisek, approving \$2,250 to fund the Buellton Bach & Bluegrass Stroll project, with the organizers adding additional musical strolling dates to the project, which will provide music to more streets in Buellton.

VOTE:

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

Council Member King – Yes

Council Member Mercado – Yes

Council Member Sanchez - Yes

Vice Mayor Andrisek – Yes

Mayor Sierra – Yes

7. Consideration of Joining Mutual Aid & Assistance Program through CalWARN

RECOMMENDATION:

That the City Council authorize the Public Works Director to complete enrollment of the City of Buellton to CalWARN.

STAFF REPORT:

Public Works Director Hess presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sanchez, seconded by Vice Mayor Mercado authorizing the Public Works Director to complete enrollment of the City of Buellton to CalWARN.

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

- 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**

No reportable action.

- 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**

There was unanimous direction to bring a purchase and sale agreement for the subject property to Council for an open session discussion on terms and potential approval of the agreement.

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

No reportable action on either item.

ADJOURNMENT

Mayor Sierra adjourned the regular meeting at 8:13 p.m. The next regular meeting of the City Council will be held on Thursday, May 14, 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: May 14, 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 04/15/2020 through 05/05/2020 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, 04/15/2020 through 05/05/2020, and electronic fund transfers issued for the period of 04/15/2020 through 05/05/2020 was \$1,382,894.70.

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 04/15/2020 through 05/05/2020.

ATTACHMENTS

Attachment 1 – Claims

ATTACHMENT 1

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 15, 2020 through May 5, 2020 for ratification by the City Council at the May 14, 2020 City Council Meeting.

EXHIBIT A - A/P Packets processed

A/P Packet #APPKT01264	831,766.03
A/P Packet #APPKT01262	60,000.00
A/P Packet #APPKT01261	275,812.11
A/P Packet #APPKT01253	140,062.34
Total A/P Packets:	<u>\$1,307,640.48</u> (8 pages)

Utility Packet #UBPKT01953	182.12 (1 page)
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Total of checks issued:	<u>\$1,307,822.60</u>
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EXHIBIT B - Payments via Electronic Fund Transfer (EFT)

EFT Total:	<u>\$23,212.32</u>
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Payroll processed

CC Payroll	4/23/2020	2,329.83
Staff Payroll	4/24/2020	49,529.95

Total Payroll:	<u>\$51,859.78</u>
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TOTAL AMOUNT OF CLAIMS:	<u><u>\$1,382,894.70</u></u>
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53 51620

EXHIBIT B

Payments via Electronic Fund Transfer (EFT):
From 04/15/2020 through 05/05/2020

CALPERS - RBP	4/15/2020	331.92
AFLAC	4/15/2020	422.37
CalPERS - Classic	4/24/2020	157.24
Payroll Tax - IRS	4/24/2020	70.48
CalPERS - PEPRA	4/24/2020	63.02
Payroll Tax - IRS	4/27/2020	8,631.72
CalPERS - Classic	4/27/2020	5,795.43
CalPERS - PEPRA	4/27/2020	4,201.53
Payroll Tax - EDD	4/27/2020	3,078.11
Hassler - Postage	4/27/2020	300.00
Bank Fees	4/30/2020	19.50
Bank Fees	5/4/2020	141.00

Total

23,212.32



City of Buellton, CA

Check Disbursements - City Council - May 14, 2020

By Payment Number

Payment Dates 04/15/2020 - 05/05/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
39470	4/21/2020	000509	ALAN NEEDHAM dba			18,380.00
	27814	March 2020 - Landscape Maintenance		001-552-60800		11,200.00
	27814	March 2020 - Landscape Maintenance		001-556-60800		3,960.00
	27815	March 2020 - VVP - Landscape Maintenance		001-552-60059		2,640.00
	27815	March 2020 - RVP - Trash Srvc		001-552-60258		580.00
39471	4/21/2020	000770	ALEX URIBE dba			1,800.11
	8162	4/7/2020 - WWTP - Vehicle Maintenance		005-701-60270		1,800.11
39472	4/21/2020	000444	ALFREDO J. BELLO dba			10.20
	11126	4/9/2020 - PW - Name Badge		001-558-60900		10.20
39473	4/21/2020	000661	AQUA-METRIC SALES, CO.			193.17
	INV0077471	4/14/2020 - PW - Car Charger for Command Link		020-601-60250		193.17
39474	4/21/2020	000028	ARAMARK UNIFORM SERVICES INC			591.40
	INV0011882	March 2020 - Mats/Towels Service		001-558-60800		473.12
	INV0011882	March 2020 - Mats/Towels Service		005-701-60800		118.28
39475	4/21/2020	000062	BUELLTON MEDICAL CENTER			185.00
	INV0011883	4/6/2020 - Pre-Employ Drug Testing		001-403-60022		185.00
39476	4/21/2020	000121	BUELLTON VISITORS BUREAU			37,500.00
	INV0011888	April 2020 - Visitors Bureau - per Contract		001-410-67790		37,500.00
39477	4/21/2020	000065	BURKE, WILLIAMS & SORENSEN, LLP			39,295.20
	252899	March 2020 - Legal Services		001-404-60840		10,250.00
	252900	March 2020 - Legal Services		001-404-60840		29,045.20
39478	4/21/2020	000076	CAL-COAST IRRIGATION, INC.			47.13
	2004-573166	4/7/2020 - WWTP - Misc Maint/Repair Items		005-701-60250		47.13
39479	4/21/2020	000783	CAMBRON ROOFING AND WATERPROOFING, Inc.			301.00
	2327f	3/17/2020 - Emergency Leak Service Request		001-558-60250		301.00
39480	4/21/2020	001484	CITY OF CARPINTERIA			2,580.57
	INV0011885	4/14/2020 - Our Water, Our World - Cost Share		001-551-60800		2,580.57
39481	4/21/2020	000115	CLINICAL LAB OF SAN BERNARDINO Inc.			235.00
	974096	3/14/2020 - WWTP - Samples		005-701-60800		235.00
39482	4/21/2020	001145	Costco Wholesale			240.00
	INV0011886	June 2020-2021 - Annual Membership Renewal		001-410-60650		240.00
39483	4/21/2020	001255	DELIVER-IT			171.00
	133080	MAR 2020 - Sample Delivery to Abalone		005-701-60800		85.50
	133080	MAR 2020 - Sample Delivery to Abalone		020-601-60800		85.50
39484	4/21/2020	000598	ENGEL & GRAY, INC.			5,425.94
	03X00002	MAR 2020 - Waste Handling Bio Solids		005-701-60800		5,425.94
39485	4/21/2020	001008	ENVIRONMENTAL AGRICULTURAL			528.00
	003181A	3/5/2020 - Inorganic & Support Analysis		001-551-67575		528.00
39486	4/21/2020	001364	FAMCON PIPE & SUPPLY-SM			3,742.16
	S100025993-001	4/14/2020 - WTP - Misc Maint/Repair Items		020-601-60250		3,742.16

Check Disbursements - City Council - May 14, 2020

Payment Dates: 04/15/2020 - 05/05/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount	
						Item	Amount
39487	4/21/2020 1453	000395 April 2020 - Monthly Janitorial RVP & OP	JOSE RAFAEL RUIZ dba	001-552-60800			1,650.00
39488	4/21/2020 INV0011887	001485 4/17/2020 - REC - Refund - Mie's Beading - Cnclld	KELLEY NARETTO	001-511-67140			60.00
39489	4/21/2020 156944	000280 2020-04-09 - NtcOfAdptn-Ord# 20-04-Covid-19 Impct	LEE CENTRAL COAST NEWSPAPERS	001-403-60520			105.24
39490	4/21/2020 156781	000280 2020-04-02 - NtcOfAdptn-Ord# 20-03-Zoning	LEE CENTRAL COAST NEWSPAPERS	001-403-60520			108.06
39491	4/21/2020 INV0011884 INV0011884	000142 March 2020 - Monthly Janitorial Service March 2020 - Monthly Janitorial Service	LOGAN R. FITZGERALD dba	001-552-60800 001-558-60800			2,175.00
39492	4/21/2020 4862499 4873660	000310 2020-03-06->10 - Roll Off Exchange 3/31/2020 - Roll Off Rental	MARBORG INDUSTRIES	092-706-74100 092-706-74100	09270674100 09270674100		680.45
39493	4/21/2020 30256507	000669 4/1/2020 - USPO - Pest Control	O'CONNOR & SONS dba	001-558-60800			105.00
39494	4/21/2020 1443821	000861 3/30/2020 - WWTP - Chemicals	POLYDYNE INC.	005-701-61111			1,304.80
39495	4/21/2020 1274 1274	001354 March 2020 - WWTP - Salaries & Admin Fees April 2020 - WWTP - Salaries & Admin Fees	SANTA YNEZ COMMUNITY SERVICES	005-701-60800 005-701-60800			2,018.63
39496	4/21/2020 CM0000174 INV0011889	000894 MARCH 2020 - SYVTBID - ADMIN FEES MARCH 2020 - SYVTBID - TBID AMOUNT	Santa Ynez Valley Hotel Assn., Inc. dba	001-44250 001-22160			17,934.00
39497	4/21/2020 74753	000465 MAR 2020 - PW - Sweeping Services	SP MAINTENANCE SERVICES, INC.	001-558-60800			2,516.50
39498	4/21/2020 1502	001051 4/11/2020 - WWTP - Backflow Test	THOMAS T PETERSEN dba	005-701-60800			55.00
39499	4/21/2020 320200069 320200069	000535 March 2020 - NewTktChrgs/Mnthly DB Maint Fee March 2020 - NewTktChrgs/Mnthly DB Maint Fee	UNDERGROUND SERVICE ALERT	005-701-60800 020-601-60800			26.50
39500	4/21/2020 42524 42524	000765 3/11/2020 - Vehicle Maintenance 3/11/2020 - Vehicle Maintenance	VICTOR RODRIGUEZ dba	001-558-60270 020-601-60270			97.28
39503	4/28/2020 2648 2649	000718 4/17/2020 - WWTP - IT/Programming - SCADA 4/6-15/2020 - WTP - InField Tech Srvc&Programming	AUTOSYS, INC.	005-701-60800 020-601-60800			4,325.00
39504	4/28/2020 BPI39406 BPI39407	001372 4/6/2020 - WTP - Chemicals 4/6/2020 - WTP - Chemicals	BRENNTAG PACIFIC, INC.	020-601-61111 020-601-61111			3,942.15
39505	4/28/2020 INST210850	000088 4/17/2020 - CH - Postage Meter Supplies	CCI CENTRAL, INC.	001-410-61130			34.66
39506	4/28/2020 904124 904320	000118 3/16-5/15/2020 - HR - Base Rate & Overages Charge 3/18-4/14/2020 - AR/FD/CH - Copier Overage Charge	COASTAL COPY, INC.	001-410-61130 001-410-61130			407.92
39507	4/28/2020 INV0011916	000122 4/18-5/17/2020 - CC Chambers - Internet Services	COMCAST CABLE	001-410-61292			157.29

Check Disbursements - City Council - May 14, 2020

Payment Dates: 04/15/2020 - 05/05/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount	
						Item	Amount
39508	4/28/2020 5100023330-001	001364 2/21/2020 - WTP - Misc Parts	FAMCON PIPE & SUPPLY-SM	020-601-61140		214.42	214.42
39509	4/28/2020 44180 44277	000187 4/17/2020 - WWTP - Uniforms 4/23/2020 - WTP - Misc Supplies	FARM SUPPLY COMPANY	005-701-60131 020-601-60250		48.43 2.79	51.22
39510	4/28/2020 204884	000543 4/13/2020 - WTP - Chemicals	HD SUPPLY FACILITIES MAINTENANCE, LTD.	020-601-61111		449.41	449.41
39511	4/28/2020 INV0011918 INV0011918 INV0011918	000813 April 2020 - Misc Maint/Repair Items April 2020 - Misc Maint/Repair Items April 2020 - Misc Maint/Repair Items	HOME DEPOT CREDIT SERVICES	001-552-60258 001-558-60250 020-601-60250		50.56 58.54 344.72	453.82
39512	4/28/2020 3620300378	000229 4/9/2020 - WTP - Misc Parts	HOPKINS TECHNICAL PRODUCTS,INC	020-601-61140		27.13	27.13
39513	4/28/2020 1907-5-003	000812 1/1-31/2020 - ED Services 2019-2020	KOSMONT & ASSOCIATES, INC.	001-565-60800		2,205.03	2,205.03
39514	4/28/2020 1907-5-004	000812 2/1-2/29/2020 - ED Services 2019-2020	KOSMONT & ASSOCIATES, INC.	001-565-60800		10,996.09	10,996.09
39515	4/28/2020 INV0011920	001400 4/17/2020 - REFUND - Class Cancellations(Covid-19)	KRISTEN THOMSEN	001-511-67140		140.00	140.00
39516	4/28/2020 5382 5383 5384	000954 1/9-10/2020 - Clean Sewer Lines 11/19/19-2/12/20 - Clean Sewer Lines 2/7/2020 - Treat Sewer Line	MICHAEL MacEACHERM dba	005-701-60250 005-701-60250 005-701-60250		2,250.00 7,000.00 3,500.00	12,750.00
39517	4/28/2020 769896 771324	000342 4/16/2020 - RVP - Misc Maint/Repair Items 4/23/2020 - WTP - Misc Supplies	NIELSEN BUILDING MATERIALS,INC	001-552-60258 020-601-60250		11.29 14.00	25.29
39518	4/28/2020 117989646-2	000352 4/20/2020 - PW - Contract# 50024556-V1 - COB-AOF	P G & E	092-215-74100	09221574100	25,089.38	25,089.38
39519	4/28/2020 005764B	000851 Services->3/31/2020 - Hwy246&Sycamore Ped Crossing	R. BURKE CORPORATION	092-306-74100	09230674100	47,051.47	47,051.47
39520	4/28/2020 496	000441 7/1-12/31/2019 - IRWM Program	SB CO - PUBLIC WORKS DEPT	001-551-67575		469.13	469.13
39521	4/28/2020 19-5107 19-5108	000450 April 2020 - Law Enforcement Services per contract 3/9-4/5/2020 - Motor Deputy Services	SB CO SHERIFF'S DEPARTMENT	001-501-60800 001-501-60800		150,227.25 13,467.90	163,695.15
39522	4/28/2020 INV0011917	001486 4/15/2020 - REC-Matterport 3D Virtual Walk-Through	STRAIGHTLINE IMAGES LLC	001-511-67140		750.00	750.00
39523	4/28/2020 ARINV110177	000529 March 2020 - REC - Merchant Fees	TRANSFIRST HEALTH & GOVERNMENT SVCS	001-511-60900		43.59	43.59
39524	4/28/2020 9852086843 9852086843 9852086843 9852086843 9852086843 9852086843	000556 4/9-5/8/2020 - Wireless Telephone Services 4/9-5/8/2020 - Wireless Telephone Services	VERIZON WIRELESS	001-410-60014 001-410-67705 001-511-61290 001-558-67705 005-701-67705 020-601-67705		0.96 69.27 47.90 142.14 145.26 154.49	560.02
39525	4/28/2020 INV2048168	001207 March 2020 - FSA Admin Fees	WAGeworks INC.	001-401-50400		14.69	148.00

Check Disbursements - City Council - May 14, 2020

Payment Dates: 04/15/2020 - 05/05/2020

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount	
							Item	Amount
	INV2048168		March 2020 - FSA Admin Fees		001-402-50400		10.85	
	INV2048168		March 2020 - FSA Admin Fees		001-403-50400		10.85	
	INV2048168		March 2020 - FSA Admin Fees		001-420-50400		22.02	
	INV2048168		March 2020 - FSA Admin Fees		001-511-50400		20.65	
	INV2048168		March 2020 - FSA Admin Fees		001-558-50400		17.35	
	INV2048168		March 2020 - FSA Admin Fees		001-565-50400		15.05	
	INV2048168		March 2020 - FSA Admin Fees		005-701-50400		18.27	
	INV2048168		March 2020 - FSA Admin Fees		020-601-50400		18.27	
39526	4/28/2020	001063		Wells Fargo Vendor Fin Serv				340.81
	5009969344		4/24-5/23/2020 - CH - Copier Lease		001-410-60310		340.81	
39527	4/28/2020	000768		WEX BANK				1,485.13
	64632657		MARCH 2020 - Fuel Charges		001-511-61280		142.87	
	64632657		MARCH 2020 - Fuel Charges		001-558-61280		447.42	
	64632657		MARCH 2020 - Fuel Charges		005-701-61280		447.42	
	64632657		MARCH 2020 - Fuel Charges		020-601-61280		447.42	
39528	4/28/2020	001487		CHICAGO TITLE				60,000.00
	INV0011921		4/28/2020 - DEPOSIT - Purchase of 202 Dairyland Rd		001-558-71100		60,000.00	
39529	5/5/2020	000005		ABALONE COAST ANALYTICAL, INC.				1,394.30
	4908		March 2020 - WWTP - Chemicals/Analysis		005-701-61111		1,191.90	
	4912		March 2020 - DWTP - Chemicals/Analysis		020-601-61111		202.40	
39530	5/5/2020	001269		ANDREW MARTIN MENDOZA				732.54
	224426		4/28/2020 - USPO - Replace Hot Water Heater		001-558-60250		732.54	
39531	5/5/2020	001092		CENTRAL COAST DRUG TESTING				35.00
	20-4-17		4/27/2020 - HR - DOT Drug Testing		001-403-67370		35.00	
39532	5/5/2020	000091		CENTRAL COAST WATER AUTHORITY				746,758.27
	INV0011934		7/1/20-6/30/21 - CCWA Costs		020-15000		421,143.41	
	INV0011934		7/1/20-6/30/21 - DWR Costs		020-15000		325,614.86	
39533	5/5/2020	000105		CITY OF BUELLTON				150.80
	INV0011924		3/25-4/25/2020 - Irrigation - 595 2nd/OakVlly		001-552-61211		150.80	
39534	5/5/2020	000107		CITY OF LOMPOC				1,666.66
	2950		MAY 2020 - MONTHLY TRANSIT SERVICES		027-559-67445		1,666.66	
39535	5/5/2020	000101		CITY OF SOLVANG				118.51
	INV02989		JAN-MAR 2020 - REC/SLVNG - 50/50 RECONCILIATION		001-22419		5.00	
	INV02989		JAN-MAR 2020 - REC/SLVNG - 50/50 RECONCILIATION		001-511-67570		113.51	
39536	5/5/2020	000655		COAST NETWORKX, INC.				1,944.69
	21658		5/4/2020 - CityClerk - Windows Laptop		001-403-72300		1,149.69	
	MSP-4003472		May 2020 - Monthly - Guardian Managed Service		001-410-60210		795.00	
39537	5/5/2020	000118		COASTAL COPY, INC.				5.92
	905301		3/29-4/28/2020 - REC - Copier Overage Charges		001-511-61130		5.92	
39538	5/5/2020	000122		COMCAST CABLE				236.01
	INV0011933		4/29-5/23/2020 - WWTP - Internet Services		005-701-60210		236.01	
39539	5/5/2020	000122		COMCAST CABLE				286.01
	INV0011939		4/26-5/25/2020 - CH - Internet Service		001-410-60210		286.01	
39540	5/5/2020	000122		COMCAST CABLE				208.56
	INV0011926		4/25-5/24/2020 - REC - TELEPHONE INTERNET SRVCS		001-511-61290		208.56	
39541	5/5/2020	011169		DIANE E. BYINGTON dba				2,250.00
	INV0011923		5/13&16/2020 - A&C-PRJCT - Bach&Bluegrass Stroll		001-511-67141		2,250.00	

Check Disbursements - City Council - May 14, 2020

Payment Dates: 04/15/2020 - 05/05/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount	
						Item	Amount
39542	5/5/2020	000172	ECHO COMMUNICATIONS				182.65
	INV0011936	May2020-AnswrngSrvc/Apr2020-MsgSrvc		001-558-60800			60.89
	INV0011936	May2020-AnswrngSrvc/Apr2020-MsgSrvc		005-701-60800			60.88
	INV0011936	May2020-AnswrngSrvc/Apr2020-MsgSrvc		020-601-60800			60.88
39543	5/5/2020	000187	FARM SUPPLY COMPANY				34.45
	42808	2/6/2020 - Misc Supplies		020-601-61140			34.45
39544	5/5/2020	000649	FLUID RESOURCE MANAGEMENT, INC.				560.64
	W18908	4/6/2020 - Zaca Creek Lift Station Repairs		005-701-60250			560.64
39545	5/5/2020	001040	FRONTIER COMMUNICATIONS				2,036.84
	INV0011928	4/19-5/18/2020 - TELEPHONE SERVICE		001-410-67705			378.25
	INV0011928	4/19-5/18/2020 - TELEPHONE SERVICE		001-565-67705			453.73
	INV0011928	4/19-5/18/2020 - TELEPHONE SERVICE		005-701-67705			637.49
	INV0011928	4/19-5/18/2020 - TELEPHONE SERVICE		020-601-67705			567.37
39546	5/5/2020	000203	Gary Brown Service & Repair, Inc.				120.00
	1277	4/22/2020 - CH - HVAC Maintenance		001-558-60250			120.00
39547	5/5/2020	001489	GENE REYES				140.00
	INV0011927	4/27/2020 - REFUND - RVP SECURITY DPST (COVID-19)		001-22510			140.00
39548	5/5/2020	001107	HdL Coren & Cone				1,750.00
	0028039-IN	APR-SEPT 2020 - FIN - CNTRCT SRVCS - PROPERTY TAX		001-420-60800			1,750.00
39549	5/5/2020	000229	HOPKINS TECHNICAL PRODUCTS, INC.				338.85
	3620300414	4/9/2020 - DWTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100		280.80
	3620300415	4/15/2020 - DWTP - MISC MAINT/REPAIR ITEMS		020-601-74100			58.05
39550	5/5/2020	000142	LOGAN R. FITZGERALD dba				2,325.00
	INV0011935	April 2020 - VlgPrk - Monthly Janitorial Service		001-552-60800			945.00
	INV0011935	April 2020 - CH/LIB - Monthly Janitorial Service		001-558-60800			1,380.00
39551	5/5/2020	000310	MARBORG INDUSTRIES				302.27
	4880697	4/8/2020 - WWTP - 11 YD ROLL-OFF EXCHNG/RECYCLE		092-706-74100	09270674100		302.27
39552	5/5/2020	000353	MICHAEL J. BOGGESS dba				100.00
	4183	April 2020 - Monthly Website Maintenance		001-410-61292			100.00
39553	5/5/2020	000342	NIELSEN BUILDING MATERIALS, INC.				40.89
	772725	4/29/2020 - RVP - Misc Supplies		001-552-60258			40.89
39554	5/5/2020	000801	O'REILLY AUTOMOTIVE STORES, INC.				60.60
	4372-131284	4/22/2020 - DWTP - MISC SUPPLIES		020-601-61140			40.14
	4372-131451	4/23/2020 - WWTP - VEHICLE MAINT		020-601-60270			20.46
39555	5/5/2020	000352	P G & E				21,753.82
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-410-61241			741.13
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-501-61241			297.91
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-510-61241			120.59
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-550-61241			4,751.55
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-552-61241			378.12
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-556-61241			89.66
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		001-565-61241			241.85
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		005-701-61241			7,922.39
	INV0011929	3/6-4/5/2020 - ELECTRICITY SERVICE		020-601-61241			7,210.62
	39556	5/5/2020	000379	POSTMASTER			
INV0011940		MAY 2020 - UB - POSTAGE		005-701-61131			260.00
INV0011940		MAY 2020 - UB - POSTAGE		020-601-61131			260.00
39557	5/5/2020	000380	PRAXAIR DISTRIBUTION, INC.				52.68
	96183353	3/20-4/20/2020 - WWTP - CYLINDER RENTAL		005-701-61111			52.68

Check Disbursements - City Council - May 14, 2020

Payment Dates: 04/15/2020 - 05/05/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount	
						Item	Amount
39558	5/5/2020 N8279458	001490 5/27-8/26/2020 - POSTAGE MACHINE LEASE	QUADIENT LEASING USA, INC.	001-410-60310			975.29
39559	5/5/2020 10D0029022365 10D0029022381 10D0029154614	000032 3/27-4/26/2020 - CH - DRINKING WATER SERVICE 3/27-4/26/2020 - LIB/CCC - DRINKING WATER SERVICE 3/27-4/26/2020 - PLNG - DRINKING WATER SERVICE	READY REFRESH BY NESTLE	001-410-60800 001-410-60800 001-410-60800			58.13 16.68 7.53 33.92
39560	5/5/2020 INV0011922	001488 4/28/2020 - REFUND - DEV DEP - Closing Proj#90048	RREF II - CPD BUELLTON LLC	001-22416	90048-001		2,655.39 2,655.39
39561	5/5/2020 A105200041	000706 Srvcs->4/30/2020 - Iridium SIM Card - GSA Plan	SATCOM GLOBAL, INC.	001-410-60014			51.13 51.13
39562	5/5/2020 FY19-20 Q3	000132 1/1-3/31/2020 - Animal Shelter & Field Services	SB CO ANIMAL SVCS, HEALTH & REG	001-410-60015			10,134.50 10,134.50
39563	5/5/2020 INV0011931	001390 MAY 2020 - Reimbursement - Med Prem per Contract	SCOTT WOLFE	001-402-50400			750.00 750.00
39564	5/5/2020 INV0011932	000507 3/25-4/23/2020 - VB - Gas Utilities	SoCalGas	001-410-61230			23.90 23.90
39565	5/5/2020 INV0011925	000507 3/24-4/22/2020 - LIB/CCC - GAS UTILITIES	SoCalGas	001-410-61230			20.71 20.71
39566	5/5/2020 INV0011919	000507 3/24-4/22/2020 - CH - GAS UTILITIES	SoCalGas	001-410-61230			97.75 97.75
39567	5/5/2020 INV0011937 INV0011937 INV0011937 INV0011937	000978 3/16-4/15/2020 - Misc Office Supplies 3/16-4/15/2020 - Misc Office Supplies 3/16-4/15/2020 - Misc Office Supplies 3/16-4/15/2020 - Misc Office Supplies	Staples Credit Plan	001-410-61130 001-420-61130 001-565-61130 020-601-61130			425.29 175.39 42.81 140.21 66.88
39568	5/5/2020 2533	001491 ProfSrvcs->4/29/2020-REV Measure FeasibilitySurvey	TRUE NORTH RESEARCH, INC.	001-410-60800			9,616.67 9,616.67
39569	5/5/2020 412924557	000904 4/20-5/20/2020 - PLNG - Copier Lease	US BANK EQUIPMENT FINANCE	001-565-60310			526.77 526.77
39570	5/5/2020 42856 42856 42856	000765 4/28/2020 - PW - Vehicle Maintenance 4/28/2020 - PW - Vehicle Maintenance 4/28/2020 - PW - Vehicle Maintenance	VICTOR RODRIGUEZ dba	001-558-60270 005-701-60270 020-601-60270			819.51 273.17 273.17 273.17
39571	5/5/2020 INV970899-052020	001388 May 2020 - VB - HOA Fees 597 AOF #101	VINTAGE WALK OWNERS ASSOCIATION	001-410-60900			148.80 148.80
39572	5/5/2020 50662	000677 ProfSrvcs->3/31/2020-RegComplianceSrvcs 2019-2020	WALLACE GROUP	005-701-60800			19,217.23 19,217.23
39573	5/5/2020 5010095880	001063 5/5-6/4/2020 - REC - COPIER LEASE PAYMENT	Wells Fargo Vendor Fin Serv	001-511-60310			139.00 139.00

Payment Total: 1,307,640.48

Report Summary

Fund Summary

Fund	Payment Amount
001 - General Fund	408,068.83
005 - Sewer Fund	56,085.41
020 - Water Fund	768,415.21
027 - Local Transportation Fund	1,666.66
092 - Capital Improvement Proj Fund	73,404.37
Grand Total:	1,307,640.48

Account Summary

Account Number	Account Name	Payment Amount
001-22160	SYVTBID Payable	18,300.00
001-22416	Developer Deposit	2,655.39
001-22419	Due to Solvang - Joint Events	5.00
001-22510	Park/Damage Charge	140.00
001-401-50400	Medical Benefit	14.69
001-402-50400	Medical Benefit	760.85
001-403-50400	Medical Benefit	10.85
001-403-60022	Recruitment Expense	185.00
001-403-60520	Advertising - Legal	213.30
001-403-67370	H/R Expense	35.00
001-403-72300	Computer Equipment	1,149.69
001-404-60840	Contract Services-Legal Fees	39,295.20
001-410-60014	Emergency Operations	52.09
001-410-60015	Animal Control	10,134.50
001-410-60210	Computer Maintenance &Software	1,081.01
001-410-60310	Equipment Rental	1,316.10
001-410-60650	Membership & Publications	240.00
001-410-60800	Contract Services	9,674.80
001-410-60900	Miscellaneous	148.80
001-410-61130	Office Supplies	617.97
001-410-61230	Utilities - Gas	142.36
001-410-61241	Utilities - Electric	741.13
001-410-61292	Internet Access/ Website Maint	257.29
001-410-67705	Telephone	447.52
001-410-67790	Visitors Bureau	37,500.00
001-420-50400	Medical Benefit	22.02
001-420-60800	Contract Services	1,750.00
001-420-61130	Office Supplies	42.81
001-44250	Miscellaneous	(366.00)
001-501-60800	Contract Services	163,695.15
001-501-61241	Utilities - Electric	297.91
001-510-61241	Utilities - Electric	120.59
001-511-50400	Medical Benefit	20.65
001-511-60310	Equipment Rental	139.00
001-511-60900	Miscellaneous	43.59
001-511-61130	Office Supplies	5.92
001-511-61280	Fuel-Vehicles	142.87
001-511-61290	Telephone/Internet	256.46
001-511-67140	Buellton Recreation Program	950.00
001-511-67141	Arts and Culture	2,250.00
001-511-67570	Recreation Program 50/50	113.51
001-550-61241	Utilities - Electric	4,751.55
001-551-60800	Contract Services	2,580.57
001-551-67575	Regulatory Compliance	997.13
001-552-60059	Maintenance-Repair Village Park	2,640.00
001-552-60258	Maintenance/Repair-River View	682.74
001-552-60800	Contract Services	14,785.00
001-552-61211	Utilities - Water	150.80

Account Summary

Account Number	Account Name	Payment Amount
001-552-61241	Utilities - Electric	378.12
001-556-60800	Contract Services	3,960.00
001-556-61241	Utilities - Electric	89.66
001-558-50400	Medical Benefit	17.35
001-558-60250	Maintenance / Repair	1,212.08
001-558-60270	Maintenance - Vehicles	321.81
001-558-60800	Contract Services	5,720.51
001-558-60900	Miscellaneous	10.20
001-558-61280	Fuel - Vehicles	447.42
001-558-67705	Telephone	142.14
001-558-71100	Property Acquisition	60,000.00
001-565-50400	Medical Benefit	15.05
001-565-60310	Equipment Rental	526.77
001-565-60800	Contract Services	13,201.12
001-565-61130	Office Supplies	140.21
001-565-61241	Utilities - Electric	241.85
001-565-67705	Telephone	453.73
005-701-50400	Medical Benefit	18.27
005-701-60131	Laundry / Uniforms	48.43
005-701-60210	Computer Maintenance &Software	236.01
005-701-60250	Maintenance / Repair	13,357.77
005-701-60270	Maintenance - Vehicles	2,073.28
005-701-60800	Contract Services	28,389.71
005-701-61111	Chemicals / Analysis	2,549.38
005-701-61131	Postage	260.00
005-701-61241	Utilities - Electric	7,922.39
005-701-61280	Fuel - Vehicles	447.42
005-701-67705	Telephone	782.75
020-15000	Pre-Paid Expense	746,758.27
020-601-50400	Medical Benefit	18.27
020-601-60250	Maintenance / Repair	4,296.84
020-601-60270	Maintenance - Vehicles	342.27
020-601-60800	Contract Services	3,324.63
020-601-61111	Chemicals / Analysis	4,593.96
020-601-61130	Office Supplies	66.88
020-601-61131	Postage	260.00
020-601-61140	Operational Supplies	316.14
020-601-61241	Utilities - Electric	7,210.62
020-601-61280	Fuel - Vehicles	447.42
020-601-67705	Telephone	721.86
020-601-74100	Improvements	58.05
027-559-67445	Lompoc- Wine Country Express	1,666.66
092-215-74100	Construction and Improvements	25,089.38
092-306-74100	Construction and Improvements	47,051.47
092-603-74100	Construction and Improvements	280.80
092-706-74100	Construction and Improvements	982.72
Grand Total:		1,307,640.48

Project Account Summary

Project Account Key		Payment Amount
None		1,231,580.72
09221574100	Avenue of the Flags Media 2 Improvements	25,089.38
09230674100	Phase III Hwy 246/Sycamore Ped Xing	47,051.47
09260374100	WTP Facilities Improvements	280.80
09270674100	WWTP Facilities Improvements	982.72
90048-001	Vineyard Village Lot Line Adjustment	2,655.39
Grand Total:		1,307,640.48



Refund Check Register

Refund Check Detail

UBPKT01953 - Refunds 01 UBPKT01951 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-01400-001	M-J & ANNE HEY CONSULTING LLC	4/27/2020	39501	100.00			100.00	Deposit
10-10300-002	ALDERETE, SCOT	4/27/2020	39502	82.12			82.12	Generated From Billing
Total Refunds: 2			Total Refunded Amount:	182.12				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	182.12
Revenue Total:	182.12

General Ledger Distribution

Posting Date: 04/27/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 020 - WATER FUND			
020-10000	Claim On Pooled Cash	-182.12	Yes
020-22420	Unapplied Credits	182.12	
020 Total:		0.00	
Fund: 999 - POOLED CASH			
999-10001	Pooled Cash - General Checking	-182.12	
999-27000	Due To Other Funds	182.12	Yes
999 Total:		0.00	
Distribution Total:		0.00	

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: May 14, 2020

Subject: Financial Report for the Third Quarter Ending March 31, 2020

BACKGROUND

Four times each year, City staff completes a comprehensive analysis of City finances, including projected fund balances, revenues to date, departmental budgets, expenditures, encumbrances and potential budget adjustments. This financial report focuses on the Third Quarter of FY 2019-20 and summarizes the quarter ended March 31, 2020 for the General Fund, Enterprise Funds and Capital Improvement Fund.

Attachment 1 provides an overview of the current economic outlook on the local, state and national levels; General Fund revenues, expenditures, projected fund balances; and activity in the Enterprise Funds. Though this information is not audited and does not contain all the usual periodic adjustments, accruals or disclosures, the information does provide a picture of the City's activity and developing financial trends. Attachment 2 focuses on the status of the Capital Improvement Budget at the end of the quarter ended March 31, 2020.

FISCAL IMPACT

The Interim financial statement provides the community with an understanding of the financial activity of the City's primary funds.

RECOMMENDATION

That the City Council receive and file the Third Quarter Financial Report.

ATTACHMENTS

Attachment 1 - Quarterly Financial Report for the period March 31, 2020
Attachment 2 - Quarterly Capital Improvement Project Report for the period ending
March 31, 2020

CITY OF BUELLTON



QUARTERLY FINANCIAL REPORT

Third Quarter Ending March 31, 2020

May 14, 2020

Overview

The purpose of this financial report is to provide financial information for the City of Buellton. This report focuses on the third quarter of fiscal year 2019-20 and covers the period July 1, 2019 through March 31, 2020. The report is presented quarterly and concentrates on the General Fund and Enterprise Funds. The quarterly financial report presents the City's financial position, considers economic factors and highlights trends based on the City's budget versus what actually occurred during the period. A discussion of other economic factors provides a means of comparing the local economy against larger economic events that may affect the City of Buellton. This quarterly financial report is a valuable tool to the Council, staff and general public.

U.S. Economy

The President of the U.S. declared a public health emergency on January 31, 2020 and issued an emergency declaration on March 13, 2020 in response to the COVID-19 pandemic. The declaration was issued to contain the spread of the virus. The pandemic is driving dramatic quick changes to the U.S. economy making financial forecasting difficult.

According to the Bureau of Labor Statistics (BLS), the unemployment rate rose .9 percent to 4.4 percent in March. The number of unemployed persons rose by 1.4 million to 7.1 million in March. The drastic increase reflects the effects of COVID-19 and efforts to contain it by social distancing. The employment category mostly affected by the pandemic is leisure and hospitality. Notable

declines also occurred in health care and social assistance, professional and business services, retail trade and construction.

According to the BLS, the consumer price index (CPI) declined 0.4 percent for the month of March, the largest monthly decline since January 2015. Over the last 12 months, the All Items index increased 1.5 percent. A sharp decline in gasoline index contributed to the decrease in CPI in addition to decrease in airline fares, lodging, and apparel.

In an effort to support the economy, the Federal Reserve expects to cut interest rates to near zero. The Federal Reserve Committee expects interest rates to remain low until the economy has weathered recent events and is on track to achieve its maximum employment and price stability goals.

State Economy

On March 19, 2020, the governor of California issued a stay at home order for all individuals, except as needed to maintain continuity of operations of the federal critical infrastructure sectors such as critical government services, school, childcare and construction.

California's unemployment rate increased by 1.4 percent to 5.3 percent in March marking an end to a 10-year employment growth streak. COVID-19 has shuttered nonessential businesses and has caused a pandemic-induced recession. The industries with the largest job losses were in Leisure & Hospitality, Other Services, Construction and Professional and Business Services.

According to the BLS, CPI in California declined 0.7 percent in March. The increase was influenced by lower prices for gasoline and apparel. Over the last 12 months, the CPI advanced 1.9 percent. Food prices rose 3.3 percent while energy prices declined 3.2 percent, largely due to the decrease in gasoline prices.

City of Buellton

The City’s General Fund ended the third quarter of 2019-20 with about \$9.9 Million in Cash Balance. Revenues reached 64 percent of budget while expenditures were within appropriations, ending the quarter at 66 percent. Generally, cash flow delays contribute to the cash flow shortage during the fiscal year and cash evens out by the end of the year.

The severity of the impact of COVID-19 on city revenues will rely on the length of the “Stay Well at Home” order. The City is heavily reliant on sales tax and transient taxes (TOT) which are the two revenue sources hardest hit by the pandemic. Because the shelter in place order wasn’t issued until the last two weeks in March, the effects of the pandemic will become apparent in the fourth quarter. Staff has been working with HDL to monitor and better understand what industries will be affected during this unprecedented time.

The City has a healthy reserve and can absorb any potential revenue loss it may face during this pandemic.

The Water Fund ended the quarter with a Fund Balance of about \$6.5 Million and \$3.5 Million in cash. Water Fund Operating revenues ended the quarter at 70 percent while expenditures were at 70 percent.

The Sewer Fund ended the quarter with a Fund Balance of \$3.2 Million and \$1.8 Million in cash. Wastewater operating revenue ended the quarter at 51 percent while expenditures were at 54 percent.

GENERAL FUND

General Fund Balance

Table 1 below shows that with 75 percent of the year complete, revenues are below projections at 64 percent while expenditures are under expected projections at 66 percent of appropriations. “Revenue versus budget” gaps are explained in the next paragraph.

General Fund - Fund Balance	Original Budget	Current Budget	Actual	Percent
Balance, at Start of Year	\$ 9,455,620	\$ 9,455,620	\$ 10,401,733	
Revenues *	9,130,888	9,268,813	5,889,818	64%
Expenditures *	(9,130,888)	(9,268,813)	(6,160,867)	66%
Balance, at End of Year	<u>\$ 9,455,620</u>	<u>\$ 9,455,620</u>	<u>\$ 10,130,684</u>	

* Includes Transfers for Capital Improvement Projects

Table 1: General Fund Balance

	Q3 FY 2019-20	Q3 FY 2018-19	Increase (Decrease)	Percent
Revenues:				
Taxes	\$ 5,081,566	\$ 5,067,487	\$ 14,079	0.28%
Fees and Permits	7,835	10,430	\$ (2,595)	-24.88%
Fines and Penalties	12,320	8,931	\$ 3,389	37.94%
Charges for Current Services	90,083	130,153	\$ (40,070)	-30.79%
Use of Monies and Properties	204,056	182,511	\$ 21,545	11.80%
Revenue from Other Agencies	415,758	252,308	\$ 163,450	64.78%
Other Revenue*	78,201	16,552	\$ 61,649	372.45%
Total Revenue	\$ 5,889,818	\$ 5,668,372	\$ 221,446	3.91%
Expenditures:				
General Government	\$ 5,217,472	\$ 4,923,576	\$ 293,896	5.63%
Transfers for Capital Outlay	\$ 920,281	\$ 133,773	\$ 786,508	85.46%
Minor Capital	23,114	3,539	19,575	84.69%
Total Expenditures	\$ 6,160,867	\$ 5,060,888	1,099,979	17.85%
Change in Fund Balance	\$ (271,049)	\$ 607,484	(878,533)	-144.62%

Table 2: Previous Year Comparison

* Misc. Revenue and Cost Reimbursements

Table 2 above provides summary comparison information on revenues and expenditures for the quarter ending March 31, 2020 versus the prior year quarter March 31, 2019. Further revenue and expenditure analysis will be discussed later in this report. Total revenues are higher in the current year by \$221,446, or 3.91%. The major cause of this variance is mainly due to the revenue from the Citizens Option for Public Safety (COPS) Grant issued by the State of California. The “Revenue from Other Agencies” category includes revenue from the COPS grant. In previous years, the County of Santa Barbara (County) has held those funds. Beginning July 1, 2019, those funds have been issued directly to the City of Buellton by the County on monthly intervals.

As of March 31, 2020, interest earnings year-to-date has increased about \$25,000 from the previous fiscal year. The City has invested about \$400,000 more in Certificate of Deposits (CDs) than the previous year resulting in higher interest earnings.

The “Other Revenue” category experienced a large increase due to a cost reimbursement of \$70,000 from the County of Santa Barbara for Capital Improvement Project (CIP) 092-306 Highway 246 and Sycamore pedestrian crossing improvement.

Expenditures are about \$1.1 Million more through the third quarter compared to the prior fiscal year. The increase in General Government expenditures is attributed to several factors. For example, full-time City employees received a 2.7 percent Cost-of-living adjustment (COLA) effective July 1, 2019. The COLA increased employee salaries and benefits by about \$53,000. In addition, as an additional benefit for all full-time employees, the City began contributing money to employees’ deferred compensation plan (DCP) which increased benefits by about \$25,000.

Other significant expenditure increases include contract increases for Library services and sheriff services. Expenditures experienced an approximate \$39,000 increase to the contract for Library services. An

approximate \$215,000 increase in the Santa Barbara County Sheriff’s contract was due to their new billing method for the Motor Deputy.

The majority of the increase in General Fund expenditures is in the Transfer for Capital Outlay category. The following are the most significant active Capital Improvements Project (CIP) expenditures:

- \$157,455 YTD for the Village Park Improvement Project #092-211
- \$124,157 YTD for the Avenue of Flags Median 2 Improvements Project #092-215
- \$457,903 YTD for the pedestrian crossing improvement at Sycamore and Highway 246 Project #092-306
- \$144,333 for the completion of the FY 2018/19 Road Maintenance Project #092-317

Top Five Revenues

Top Five Revenues	Original Budget	Current Budget	YTD Actual	Percent
Sales Tax	2,507,000	2,507,000	1,727,287	69%
TOT	2,974,800	2,974,800	2,253,747	76%
Property Tax	1,546,008	1,546,008	946,557	61%
MVLF Swap	489,536	517,374	258,687	50%
Franchise Fees	250,000	250,000	153,974	62%
Other Revenues*	1,363,544	1,473,631	534,658	36%
Total Revenues	9,130,888	9,268,813	5,874,910	63%

Table 3

*Other Revenues include charges for current Park and Recreation Services, Grants, Interest, Rent and transfer from Reserves.

Sales Tax

As of March 31, 2020, the City received 69 percent of the total projected Sales Tax revenue. Only July through February sales tax has been received. Payments are recorded when received and applied to the corresponding month of sales; usually payment is received from the State of California two months after the sales tax is collected. Sales Tax payments fluctuate each month in conjunction with seasonal flows. According to HDL forecasts, sales tax revenue will be 14.5 percent lower than budgeted as a result of the recessionary impact from the Coronavirus pandemic. HDL’s prediction assumes a stay at home order in place through the end of May 2020, and will reevaluate the forecast as more information is known about the progression of COVID-19 related events. A budget amendment may be necessary during the fourth quarter budget review.

Transient Occupancy Tax (TOT)

TOT revenue is a major component of the City’s General Fund. TOT payments for the reporting period are due on the 20th of the following month and cause revenue streams to lag one month. TOT revenue has been recorded through March 2020. The City received 76 percent of anticipated revenue at the end of the third quarter. Due to the stay at home order, hotels will experience dramatic loss in occupancy in the next three months left in the fiscal year. The City may experience about a 20 percent loss in TOT revenue. Staff will continue to reevaluate TOT forecast as more information becomes available about the progression of COVID-19 related effects. A budget amendment may be necessary during the fourth quarter budget review.

Property Tax

The City’s property tax revenues are at intervals set by the Santa Barbara County Auditor-Controller, usually in December and April. Property tax is below target at 61 percent due to the time lag. Rising property values,

commercial and residential growth are attributed to the increase in property taxes. In addition, the City’s ongoing share of property tax is expected to increase as new development continues to progress adding to the City’s property assessed value. Revenue from property tax is expected to meet its revenue target by the end of the fiscal year.

Property Tax in Lieu of Motor Vehicle License Fee (MVLV Swap)

Payments for 2019-20 are expected to be on course with the budget. Payments from the Santa Barbara County Auditor-Controller are received throughout the year, usually January and June. This revenue is trending upwards based on historic receipts. The City has received 50 percent of the anticipated revenue and can expect to meet its revenue target by the end of the fiscal year.

Franchise Fees

Franchise fees are received monthly, quarterly and annually. The majority of the City’s Franchise Fees are collected from Marborg Industries, the City’s solid waste service provider. Other franchise fees are received from Comcast, PG&E and SoCal Gas. Franchise fees ended the quarter at 62 percent. This revenue source experiences time delays and is expected to be on target by the end of the fiscal year.

Top Five Revenues for the City of Buellton’ General Fund are Sales Tax, Property Tax, Transient Occupancy Tax (TOT), Motor Vehicle License Fee (MVLV) and Franchise Fees. These revenues account for about 91% of total General Fund Revenues.

Expenditures

Table 4 below summarizes operating costs by department and shows that four Budget Units are over budget. Overall, the General fund is within budget at the end of the third quarter for all departments in total.

Department Expenditures	Original Budget	Current Budget	YTD Actual	% Expended
City Council	136,153	136,153	95,550	70%
City Manager	240,809	277,613	207,217	75%
City Clerk	128,796	128,796	91,000	71%
City Attorney	175,000	175,000	159,780	91%
Non-Departmental	1,059,751	1,077,752	936,036	87%
Finance	194,831	194,831	145,912	75%
Police and Fire	2,019,440	2,021,576	1,638,894	81%
Library	203,321	203,321	199,137	98%
Recreation	563,485	613,485	393,764	64%
Street Lights	65,000	65,000	37,657	58%
Storm Water	330,660	330,660	225,842	68%
Public Works - Parks	387,750	428,435	275,256	64%
Public Works - Landscape	110,200	110,200	79,626	72%
Public Works - General	676,342	676,342	446,726	66%
Planning (Comm Dev)	640,850	631,149	308,189	49%
Transfer to CIP Fund 92	2,198,500	2,198,500	920,281	42%
Total All Departments	9,130,888	9,268,813	6,160,867	66%

Table 4: General Fund Expenditures by Department

As of March 31, 2020, or 75 percent of the year expended, the General Fund ended the quarter at 66 percent expended (including CIP). Actual General Fund expenditures were approximately \$6.1 Million. Almost all Budget Units ended the quarter within budget except for City Attorney, Non-Departmental, Police and Fire and Library. Even though these departments are over budget, the General Fund overall is within budget.

The City Attorney expenditures resulted in about \$20,000 more in attorney fees outside of its monthly retainer amount. Staff will continue to monitor these costs and may bring back a budget amendment request at the fourth quarter review.

The Non-Departmental budgetary unit includes one-time payments made annually in July. For example, insurance payments, CalPERS Accrued Unfunded Liability, support for community organizations and Senior Center support. These annual payments amount to approximately \$300,000. This budgetary unit is expected to even-out during the course of the fiscal year and is expected to be within budget.

The Police and Fire budget is slightly over budget at 81 percent expended. The City contract with the Santa Barbara County Sheriff’s Department and receives a monthly invoice for general contract services and for the motor deputy based on actual labor hours for the month. Staff will continue to monitor the latter invoices and adjust the budget if needed at the next budget amendment meeting.

The Library service contract is paid in July as a lump-sum for the entire fiscal year causing the department to nearly meet its budget. The Library department is expected to remain within budget at the end of the fiscal year.

Major Expenditure Variances

Expenditures By Type	Original Budget	Current Budget	YTD Actual	% Expended
Staffing	1,851,169	1,889,973	1,315,678	70%
Contract Services	3,665,085	3,724,770	2,788,630	75%
Telecomm and Utilities	278,100	278,100	212,512	76%
Supplies and Materials	29,535	29,535	18,723	63%
Repair and Maintenance	290,480	290,480	171,777	59%
Transfer to Other Funds	2,218,100	2,218,100	920,281	41%
Other Operating Costs	753,669	793,105	712,460	90%
Minor Capital	44,750	44,750	20,807	46%
Total by Type	9,130,888	9,268,813	6,160,869	66%

Table 5: Expenditure Categories

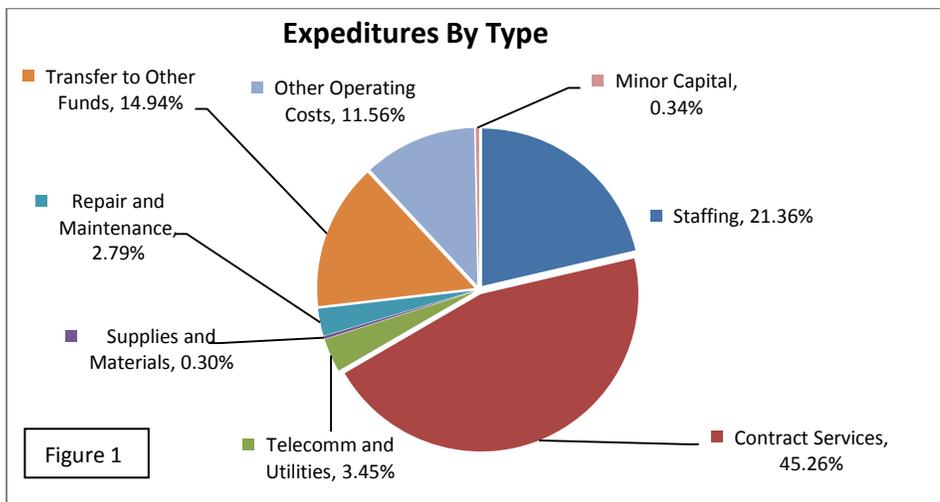


Table 5 and Figure 1 show General Fund operating costs and minor capital expenditures summarized by type. The top three spending categories are: Contract Services, Staffing, and Transfer to other Funds. Contract Services include services for Police, Fire Department, Legal Services, Engineering, landscaping services, Visitor Bureau’s services and other services. Staffing consists of 21 percent of general fund expenditures. The Transfer to Other Funds category consists of mostly transfers for capital improvement projects.

With 75 percent of the fiscal year completed, all budget categories are within budget with the exception of Other Operating costs. Other Operating Costs category is within 90 percent of its budget. These payments are annual payments due at the beginning of the fiscal year. This is expected to be within budget at the end of the fiscal year. Expenditures in this category consist of payments to non-profit organizations, payment for the CalPERS Unfunded Liability, Buellton Recreation expenditures, property, and liability and worker compensation insurance.

General Fund Trend

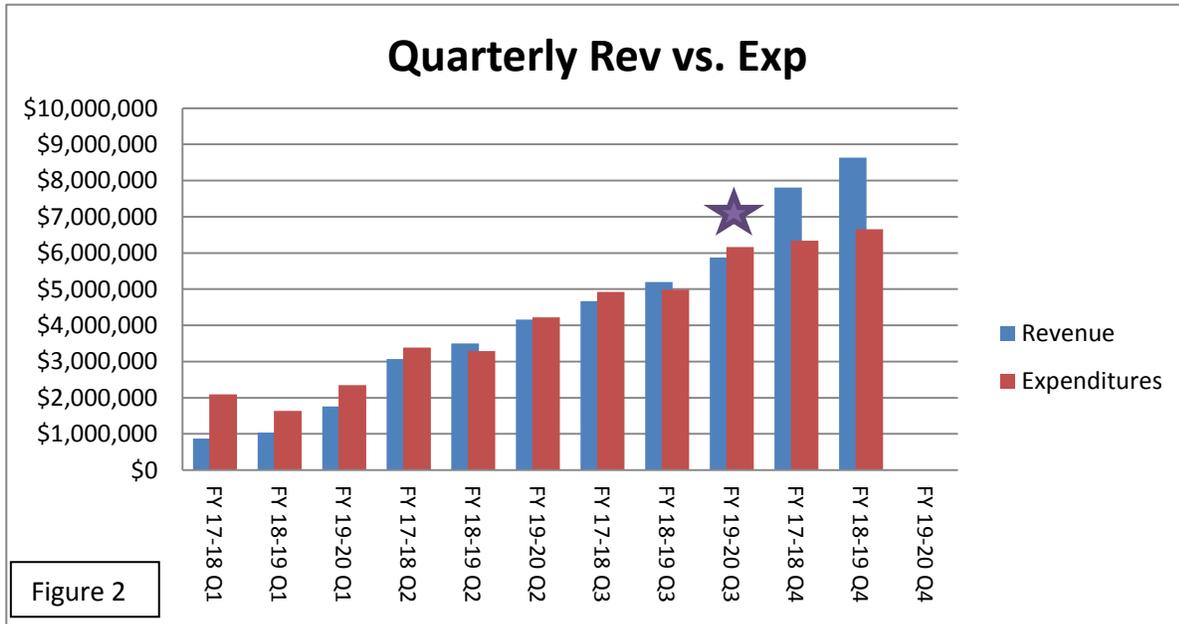


Figure 2

Figure 2 illustrates the Quarterly General Fund Revenue versus Expenditure Trend. As illustrated in the figure, revenue cash flows tend to lag a couple of quarters and exceed expenditures by the end of the fiscal year.

ENTERPRISE FUNDS

The Enterprise Fund Balance and Statement of Net Position for the third quarter of Fiscal Year 2019-20 are shown below.

Fund Balance Summary

Enterprise Fund Balance	Water	Water Capital	Wastewater	Wastewater Capital
Beginning Fund Balance	\$ 6,400,078	\$ 403,505	\$ 3,188,080	\$ 230,946
Operating Revenue	1,982,311	1,643	954,512	998
Operating Expenses	(1,830,467)	-	(816,945)	-
Operating Profit(Loss)	\$ 151,844	\$ 1,643	\$ 137,567	\$ 998
Ending Fund Balance	\$ 6,551,922	\$ 405,148	\$ 3,325,647	\$ 231,944

Table 6

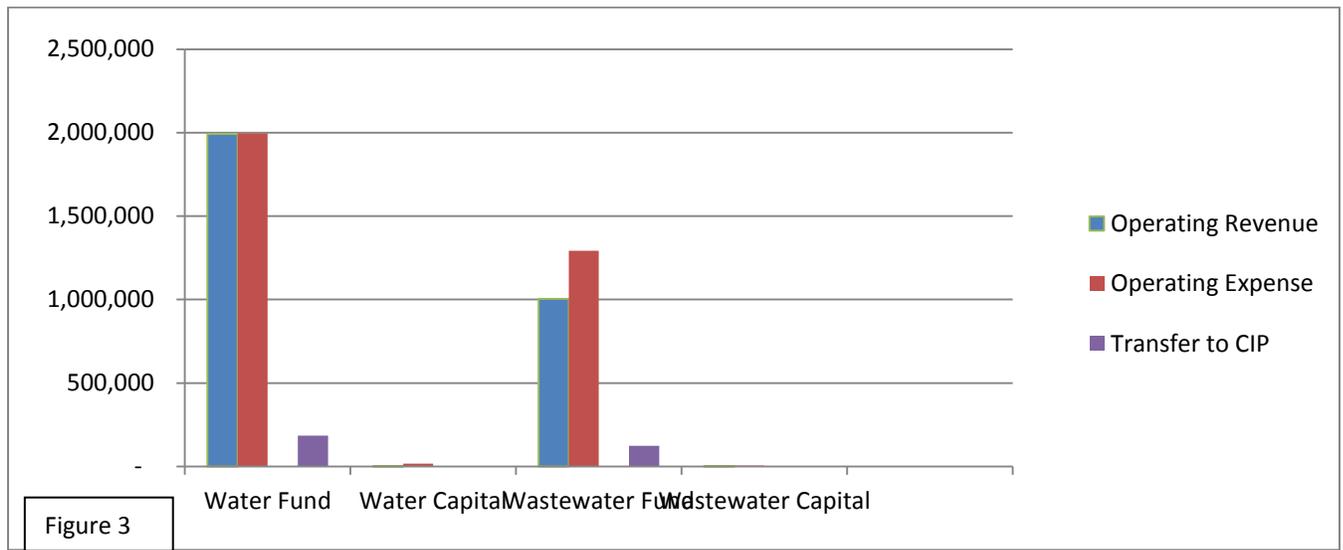
Note: Operating expenses exclude depreciation.

Table 6 illustrates the ending Fund Balance of each Enterprise Fund. All Enterprise Funds experienced an increase in Fund Balance. The change in Fund Balance is attributed to the excess or deficit of revenue over expenses. The Statement of Net Position (Table 7) illustrates total assets minus total liabilities for the period.

Statement of Net Position	Water	Water Capital	Wastewater	Wastewater Capital
ASSETS				
Current assets:				
Cash and Investments	3,599,291	193,359	1,823,507	117,398
Receivables	199,016	474	120,862	288
Inventory	35,458	-	-	-
Prepaid Items	324,095	-	6,136	-
Total current assets	4,157,860	193,833	1,950,505	117,686
Capital assets (net of accumulated depreciation)	2,901,941	211,315	1,902,300	114,258
Other assets	155,664	-	149,908	-
Total Assets:	\$ 7,215,465	\$ 405,148	\$ 4,002,714	\$ 231,944
LIABILITIES				
Current Liabilities	15,747	-	60,207	-
Noncurrent Liabilities	603,287	-	603,234	-
Other Liabilities	44,508	-	13,625	-
Total Liabilities:	\$ 663,543	\$ -	\$ 677,066	\$ -
NET POSITION (Assets - Liabilities)	\$ 6,551,922	\$ 405,148	\$ 3,325,647	\$ 231,944
Net Position Breakdown				
Net Investment in Capital Assets	2,901,941	211,315	1,902,300	114,258
Restricted for capital expansion	-	193,833	-	117,686
Unrestricted	3,649,981	-	1,423,347	-
Total Net Position	\$ 6,551,922	\$ 405,148	\$ 3,325,647	\$ 231,944

Table 7

Figure 3 summarizes Enterprise Fund revenue, expenses, connection fees and CIP transfers per fund:



Water Fund

Revenue and Expenses

Water Funds	Water	Water Capital	Total
Beginning Fund Balance	6,400,079	403,505	6,803,584
Revenues			
Charge for Services	1,951,388	-	1,951,388
Interest Income	28,431	1,643	30,074
Connection Fees	-	-	-
Total Operating Revenue	1,979,819	1,643	1,981,462
Other Revenues	2,491	-	2,491
Total Revenues	1,982,310	1,643	1,983,953
Expenses			
Operating	642,244	-	642,244
Depreciation*	165,000	18,000	183,000
State Water	875,519	-	875,519
Total Operating Expenses	1,682,763	18,000	1,700,763
Operating Profit(Loss)	299,547	(16,357)	283,190
Transfers Out - CIP	312,704	-	312,704
Transfers In - CIP	-	-	-
Ending Fund Balance	6,386,922	387,148	6,774,070

*Depreciation is estimated. Final depreciation will post at the end of fiscal year.

Table 8

Table 8 summarizes Revenue and Expenditures for the Water and Water Capital Funds. On the Financial Statements, both funds are combined as one fund. The Water Capital Fund is structured to record capital contributions and is used to record capital improvements. Water Capital will be discussed in detail later in this report.

Water Fund operating revenues have exceeded expenditures by \$151,844 at the end of the third quarter 2019-2020 (excludes Capital Improvement expenses). Per Generally Accepted Accounting Principles (GAAP),

capital items are expensed in the depreciation category. The amount spent on capital projects will be capitalized and will be shown on the Balance Sheet at the end of the fiscal year. As seen on Table 8, the Water Fund experienced an increase in Fund Balance, and the Water Capital Fund experienced a decrease in Fund Balance. The Water Fund is currently operating with a surplus compared to operating in a deficit for over a decade. The Water Fund ended the second quarter with approximately \$3.5 Million in cash (Table 7) and Fund Balance of approximately \$6.5 Million.

Table 9 illustrates the Water Fund budget to actuals. Charges for Services exceeded budget projections at 79 percent. The increase is attributed to the higher water consumptions in the months of July through September. Interest income also exceeded budget projections due to the interest earnings from additional certificate of deposits purchased during the year.

The Water Fund utilizes reserves to fund Capital Improvement projects (CIPs). The budgeted transfer out for CIPs for FY 2019-20 is \$380,680. Overall, Water Fund expenses were within budget at 70 percent expended.

Water Fund 020	Original Budget	Current Budget	YTD Actuals	Percent
Revenues				
Charge for Services	2,466,575	2,466,575	1,951,388	79%
Interest Income	24,000	24,000	28,431	118%
Total Operating Revenue	2,490,575	2,490,575	1,979,819	79%
Other Revenues	3,000	3,000	2,491	83%
Transfer from Reserves	352,971	352,971	-	0%
Total Revenues	2,846,546	2,846,546	1,982,310	70%
Expenses				
Operating	1,326,546	1,326,546	954,948	72%
Depreciation*	220,000	220,000	165,000	75%
State Water	1,300,000	1,300,000	875,519	67%
Total Expenses	2,846,546	2,846,546	1,995,467	70%
Net Surplus (Deficit)	-	-	(13,157)	
Transfers for CIP**	(380,680)	(380,680)	(312,704)	82%

**Estimated depreciation. Final depreciation will be calculated by the end of the fiscal year.*
*** For information purposes only, will be capitalized at the end of the fiscal year.*

Table 9

Water Capital

Water Capital Fund records Connection Fees and CIP expenditures. The change in Fund Balance is due to planned expenditures for CIPs exceeding estimated Connection Fee revenue and offset by any existing Fund Balance.

Water Capital 021	Current Budget	YTD Actuals	Percent
Revenues			
Connection Fees	90,000	-	0%
Interest Income	3,320	1,643	49%
Transfers from Reserves	150,000	-	0%
Transfer In from Fund 020	380,680	-	0%
Total Revenue	624,000	1,643	0%
Expenses			
Depreciation	24,000	18,000	75%
Transfer to CIP Projects	600,000	-	0%
Total Expenditures	624,000	18,000	3%

Table 10

The Fund Balance at the end of the third quarter is about \$405,000 (Table 7). In accordance with Generally Accepted Accounting Principles (GAAP), capital expenditures are not recorded as expenditures; rather, depreciation expense is recorded over each asset’s useful life. Table 10 illustrates the Water Capital budget to actuals.

Wastewater

Wastewater and Wastewater Capital Funds	Wastewater	Wastewater Capital	Wastewater Total
Beginning Fund Balance	3,188,079	230,946	3,419,025
Revenues			
Charge for Services	939,466	-	939,466
Interest Income	15,046	998	16,044
Connection Fees*	-	-	-
Total Operating Revenue	954,512	998	955,510
Other Revenues	-	-	-
Total Revenues	954,512	998	955,510
Expenses			
Operating	693,523	-	693,523
Depreciation**	206,250	17,187	223,437
Total Operating Expenses	899,773	17,187	916,960
Operating Profit(Loss)	54,739	(16,189)	38,550
Transfers Out - CIP	123,422	-	123,422
Transfers In - CIP	-	-	-
Ending Fund Balance	3,119,396	214,757	3,334,153

** Depreciation is expensed at the end of the fiscal year after Capital Assets have been capitalized.

Table 11

Revenue and Expenses

Table 11 summarizes Revenue and Expenditures for the Wastewater and Wastewater Capital Funds. On the Financial Statements, both funds are combined as one fund. The Wastewater Capital Fund is structured to record capital contributions and used to record capital improvements. Wastewater Capital will be discussed in detail later in this report.

Wastewater Fund Operating expenses exceeded operating revenue causing the Wastewater fund to experience a net operating surplus of \$137,567 in the third quarter of 2019-20 (excluding Capital Improvement Project expenses which will be recorded in the Wastewater Capital Fund). The previous years' operating loss has begun to slowly reverse since the last rate increases occurred. The Wastewater Fund ended the quarter with about \$1.8 Million in cash (Table 7) and Fund Balance of approximately \$3.3 Million. The Wastewater Fund experienced an increase in Fund Balance, and the Wastewater Capital Fund experienced a decrease in Fund Balance.

Table 12 on the following page illustrates the Wastewater Fund budget to actuals. Charges for Services exceeded budget projections at 78 percent Interest income also exceeded budget projections due to the interest earnings from additional certificate of deposits purchased during the year.

The Wastewater Fund utilizes reserves to fund Capital Improvement Projects (CIPs). The budgeted transfer out for CIPs for FY 2019-20 is \$537,803. Overall, the Wastewater Fund expenses are within budget at 55 percent.

Sewer Fund 005	Original Budget	Current Budget	YTD Actuals	Percent
Revenues				
Charge for Services	1,204,850	1,204,850	939,466	78%
Interest Income	13,000	13,000	15,046	116%
Total Operating Revenue	1,217,850	1,217,850	954,512	78%
Other Revenues	-	-	-	0%
Transfer from Reserves	475,419	650,419	-	0%
Total Revenues	1,693,269	1,868,269	954,512	51%
Expenses				
Operating	1,418,269	1,593,269	816,945	51%
Depreciation**	275,000	275,000	206,250	75%
Total Operating Expenses	1,693,269	1,868,269	1,023,195	55%
Net Surplus (Deficit)	-	-	(68,683)	
<i>Transfers for CIP*</i>	<i>(362,803)</i>	<i>(537,803)</i>	<i>(123,422)</i>	<i>23%</i>

* For Informational purposes. Will be capitalized at the end of the fiscal year.
** Depreciation is estimated. Final depreciation will be calculated at the end of the fiscal year.

Table 12

Wastewater Capital

Wastewater Capital Fund records Connection Fees and CIP expenditures. The change in Fund Balance is due to planned expenditures for CIPs exceeding estimated Connection Fee revenue and offset by any existing Fund Balance. The Fund Balance at the end of the third quarter is \$231,944 (Table 7). In accordance with Generally Accepted Accounting Principles (GAAP), capital expenditures are not recorded as expenditures; rather, depreciation expense is recorded over each asset’s useful life. Table 13 below illustrates the Wastewater Capital budget to actuals.

Wastewater Capital 006	Current Budget	YTD Actuals	Percent
Revenues			
Connection Fees	58,000	-	0%
Interest Income	2,113	998	47%
Transfers from Reserves	50,000	-	0%
Transfer In from Fund 005	537,803	-	0%
Total Revenue	647,916	998	0%
Expenses			
Depreciation	22,916	17,187	75%
Transfer to CIP Projects	625,000	-	0%
Total Expenses	647,916	17,187	3%

Table 13



City of Buellton, CA

ATTACHMENT 2

Capital Improvement Budget Report

Third Quarter Summary

For Fiscal: 2019-2020 Period Ending: 3/31/2020

	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 092 - Capital Improvement Project Fund					
Funding Source					
092-49726	Transfer from Gas Tax Fund	237,575.00	237,575.00	85,760.26	36.10%
092-49727	Transfer from General Fund	2,198,500.00	2,198,500.00	920,280.89	41.86%
092-49728	Transfer from Measure A	482,425.00	582,425.00	354,853.58	60.93%
092-49729	Transfer from Sewer Fund	450,000.00	625,000.00	124,102.74	19.86%
092-49732	Transfer from Water Fund	600,000.00	600,000.00	312,704.92	52.12%
092-49733	Transfer from Local Trans Fund	70,000.00	120,000.00	98,805.00	82.34%
	Funding Source Total:	4,038,500.00	4,363,500.00	1,896,507.39	43.46%

Expense

Project: 102 - Storm Drain Outfall Repairs and Re-Establishment

092-102-74100	Construction and Improvements	40,000.00	40,000.00	0.00	40,000.00	0.00%
	Project: 102 - Total:	40,000.00	40,000.00	0.00	40,000.00	0.00%

Status: Project not yet ready for bid.

Project: 201 - Facilities Maintenance and Painting

092-201-74100	Construction and Improvements	50,000.00	50,000.00	0.00	50,000.00	0.00%
	Project: 201 - Total:	50,000.00	50,000.00	0.00	50,000.00	0.00%

Status: Project will be removed. Expenditure can be absorbed under the operating budget.

Project: 207 - Santa Ynez River Trail

092-207-70000	Conceptual Plan and Feasibility	50,000.00	50,000.00	5,000.00	50,000.00	0.00%
	Project: 207 - Total:	50,000.00	50,000.00	5,000.00	50,000.00	0.00%

Status: Project not yet started.

Project: 211 - Village Park Improvements

092-211-74100	Construction and Improvements	216,000.00	216,000.00	157,454.82	58,545.18	72.90%
	Project: 211 - Total:	216,000.00	216,000.00	157,454.82	58,545.18	72.90%

Status: Council accepted park improvements on 10/10/19. Punchlist items pending, 1-year maintenance period starts on 10/10/19.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 214 - City Hall Generator/Electrical Replacement						
092-214-74100	Construction and Improvement	40,000.00	40,000.00	0.00	40,000.00	0.00%
Project: 214 -Total:		40,000.00	40,000.00	0.00	40,000.00	0.00%

Status: Project has not yet started.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 215 - Avenue of Flags Specific Plan-Phase 1						
092-215-70000	Conceptual Plan and Feasibility	75,000.00	75,000.00	0.00	75,000.00	0.00%
092-215-70005	Design and Permitting	125,000.00	125,000.00	120,869.52	4,130.48	96.70%
092-215-74100	Construction and Improvements	0.00	0.00	3,287.22	-3,287.22	0.00%
Project: 215 Total:		200,000.00	200,000.00	124,156.74	75,843.26	62.08%

Status: Project has had bid opening on 1/28/2020. Award of construction contract to Council on 2/13/2020. Project currently under construction. Budget amendments from award will be reflected in the Budget Amendment Resolution 20-XX.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 217 - River View Park Basketball Court Resurfacing						
092-217-74100	Construction and Improvement	80,000.00	80,000.00	0.00	80,000.00	0.00%
Project: 217 - Total:		80,000.00	80,000.00	0.00	80,000.00	0.00%

Status: Project preliminary work has commenced by staff.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 218 - River View and Oak Park Facilities Painting						
092-218-74100	Construction and Improvement	25,000.00	25,000.00	0.00	25,000.00	0.00%
Project: 218 - Total:		25,000.00	25,000.00	0.00	25,000.00	0.00%

Status: Project will be removed. Expenditure can be absorbed under the operating budget.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 306 - Phase III Hwy 246/Sycamore Ped Xing						
092-306-71500	Project Management and Inspections	90,000.00	90,000.00	64,825.04	25,174.96	72.03%
092-306-74100	Construction and Improvements	580,000.00	580,000.00	392,077.97	187,922.03	67.60%
Project: 306 - Total:		670,000.00	670,000.00	456,903.01	213,096.99	68.19%

Status: Project is in construction.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 307 - McMurray Road Widening						
092-307-70005	Design and Permitting	50,000.00	50,000.00	24,923.54	25,076.46	49.85%
092-307-71200	Right of Way Acquisition	150,000.00	150,000.00	0.00	150,000.00	0.00%
Project: 307 -Total:		200,000.00	200,000.00	24,923.54	175,076.46	12.46%

Status: Project is in design and Appraiser has started work.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 308 - North Park and Ride						
092-308-70005	Design and Permitting	50,000.00	100,000.00	96,805.00	3,195.00	96.81%
Project: 308 - Total:		50,000.00	100,000.00	96,805.00	3,195.00	96.81%

Status: Project is in design.

Project: 311 - Industrial Way Street Lights						
092-311-70005	Design and Permitting	82,500.00	82,500.00	12,793.00	69,707.00	15.51%
Project: 311 - Total:		82,500.00	82,500.00	12,793.00	69,707.00	15.51%

Status: Project is in design. PG&E completed their portion with increased cost estimate. Council direction has changed to solar lighting as of their 11/14/19 meeting.

Project: 314 - SD inlet/Catch Basin Retrofit Improvements						
092-314-74100	Construction and Improvements	150,000.00	150,000.00	479.79	149,520.21	0.32%
Project: 314 - Total:		150,000.00	150,000.00	479.79	149,520.21	0.32%

Status: Contract awarded on 3/26/20. Project is under construction.

Project: 315 - Ave of Flags/Drainage Improvements						
092-315-74100	Construction and Improvements	140,000.00	140,000.00	0.00	140,000.00	0.00%
Project: 315 - Total:		140,000.00	140,000.00	0.00	140,000.00	0.00%

Status: Project is in design with Median 2. Unused funds from his project will be transferred to Project #215 to cover costs for construction management and inspections.

Project: 317 - Road Maintenance Project 18/19						
092-317-71500	Project Management and Inspections	70,000.00	70,000.00	69,855.00	145.00	99.79%
092-317-74100	Construction and Improvements	400,000.00	500,000.00	491,643.42	8,356.58	98.33%
Project: 317 - Total:		470,000.00	570,000.00	561,498.42	8,501.58	98.51%

Status: Project is complete.

Project: 318 - Road Maintenance Project FY 19/20						
092-318-70005	Design and Permitting	75,000.00	75,000.00	19,685.41	55,314.59	26.25%
092-318-71500	Project Management and Inspections	75,000.00	75,000.00	0.00	75,000.00	0.00%
092-318-74100	Construction and Improvement	325,000.00	325,000.00	0.00	325,000.00	0.00%
Project: 318 - Total:		475,000.00	475,000.00	19,685.41	475,000.00	4.14%

Status: Construction contract awarded on 3/26/20. Project is under construction.

		Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 401 - Miscellaneous River View Park Improvements						
092-401-74100	Construction and Improvements	50,000.00	50,000.00	0.00	50,000.00	0.00%
	Project: 401 - Total:	50,000.00	50,000.00	0.00	50,000.00	0.00%

Status: Design/layout for Pump Track has commenced.

Project: 603 - WTP Facilities Improvement						
092-603-74100	Construction and Improvements	150,000.00	150,000.00	5,690.89	144,309.11	3.79%
	Project: 603 - Total:	150,000.00	150,000.00	5,690.89	144,309.11	3.79%

Status: Project is under construction.

Project: 607 - Water Meter Upgrades						
092-607-74100	Construction and Improvements	100,000.00	100,000.00	71,683.63	28,316.37	71.68%
	Project: 607 - Total:	100,000.00	100,000.00	71,683.63	28,316.37	71.68%

Status: Preliminary field work and arborist assessment commenced in March 2020.

Project: 608 - WTP Booster Power Reliability						
092-608-74100	Construction and Improvements	200,000.00	200,000.00	164,656.05	200,000.00	82.33%
	Project: 608 - Total:	200,000.00	200,000.00	164,656.05	200,000.00	82.33%

Status: Project is under construction.

Project: 609 - Supplemental Well/WTP Feasibility						
092-609-70000	Conceptual Plan & Feasibility	50,000.00	50,000.00	0.00	50,000.00	0.00%
	Project: 609 - Total:	50,000.00	50,000.00	0.00	50,000.00	0.00%

Status: Project has not yet started.

Project: 610 - Water Distribution System Improvements						
092-610-74100	Construction and Improvements	100,000.00	100,000.00	70,674.35	100,000.00	70.67%
	Project: 610 - Total:	100,000.00	100,000.00	70,674.35	100,000.00	70.67%

Status: Project is under construction.

	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Project: 704 - Sewer Line Replacement					
092-704-70005 Design and Permitting	0.00	75,000.00	78,254.31	-3,254.31	104.34%
092-704-71500 Project Management and Inspection	0.00	50,000.00	0.00	50,000.00	0.00%
092-704-74100 Construction and Improvements	150,000.00	200,000.00	0.00	200,000.00	0.00%
Project: 704 - Total:	150,000.00	325,000.00	78,254.31	246,745.69	24.08%

Status: Project is in design.

Project: 706 - WWTP Facilities Improvement					
092-706-74100 Construction and Improvements	300,000.00	300,000.00	45,848.43	254,151.57	15.28%
Project: 706 - Total:	300,000.00	300,000.00	45,848.43	254,151.57	15.28%

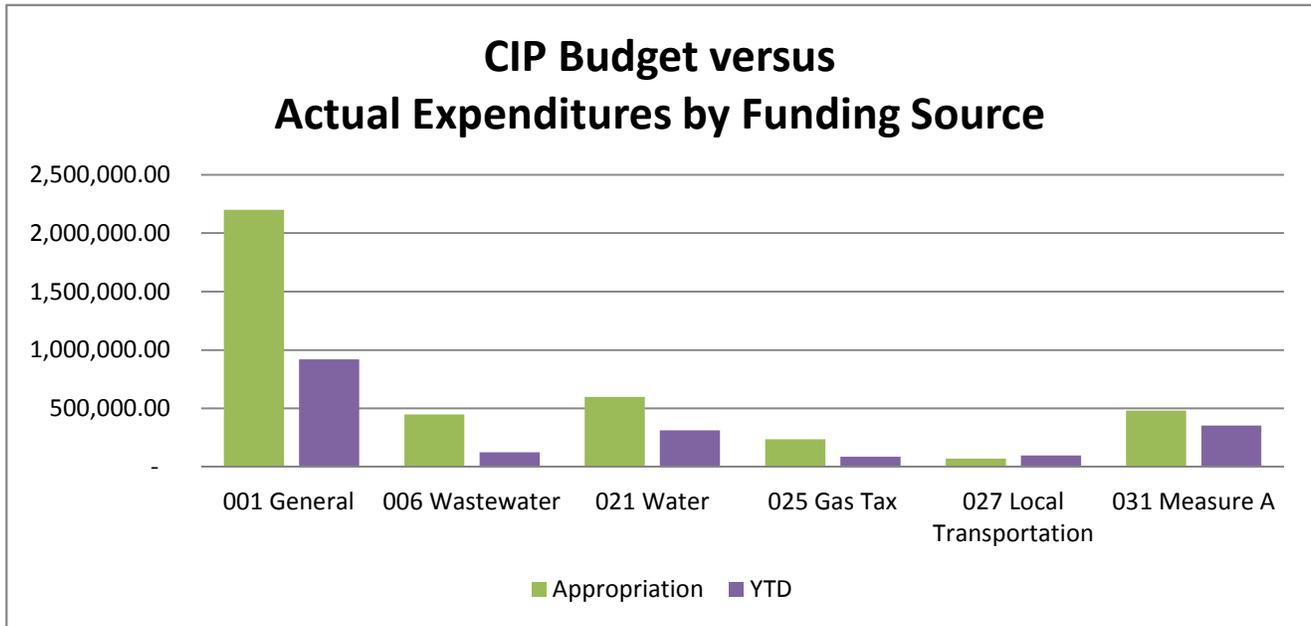
Status: Project is under construction.

Fund 092 - Capital Improvement Project Fund Totals:	4,038,500.00	4,363,500.00	1,896,507.39	2,466,992.61	43.46%
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Fund Balance Analysis - Capital Improvement Project (CIP) Funding Sources (2019-20)

Fund	6-30-2019 Fund Equity	FY 2019-20 YTD Operating Revenue	FY 2019-20 YTD Operating Expenditures	FY 2019-20 YTD CIP Funding	Est. 3-31-20 Fund Equity	Change in Fund
001 General Fund	10,401,733.46	2,889,917.92	5,240,586.11	920,280.89	7,130,784.38	(3,270,949.08)
005 Wastewater	3,188,079.16	954,511.82	692,842.26	124,102.74	3,325,645.98	137,566.82
006 Wastewater Capital	230,946.11	997.56	-	-	231,943.67	997.56
020 Water	6,400,079.38	-	1,517,762.08	312,704.92	4,569,612.38	(1,830,467.00)
021 Water Capital	403,504.96	1,643.02	-	-	405,147.98	1,643.02
025 Gas Tax	307,781.68	252,129.89	34,334.00	85,760.26	439,817.31	132,035.63
027 Local Transportation	323,882.03	5,508.56	14,999.94	98,805.00	215,585.65	(108,296.38)
031 Measure A	493,699.39	301,719.09	-	354,853.58	440,564.90	(53,134.49)
Total Funding:	\$ 21,749,706.17	\$ 4,406,427.86	\$ 7,500,524.39	\$ 1,896,507.39	\$ 16,759,102.25	\$ (4,990,603.92)

Capital Improvement Project (CIP) Analysis



The Capital Improvement Plan includes completion of current projects, new investments and important reinvestments in critical infrastructure projects. The CIP budget includes line item details explaining expenditures and funding source. The bar graph above illustrates that the CIPS in progress are within budgeted amounts.

Projects that have not commenced or are not expected to be completed during the current fiscal year may be carried forward to the next fiscal year. Some of these projects are currently in their initial planning stages and design phases, or these projects may have little no expenditures associated with them but future expenditures are anticipated.

The following projects are currently in the design and planning phase:

- Avenue of Flags Median 2, River View Park Basketball Court Resurfacing, McMurray Road Widening, North Park and Ride, Storm Drain Inlet/Catch Basin Retrofit Improvement, Industrial Street Lights, Avenue of Flags /Drainage Improvement, Road Maintenance Project 2019/20, Sewer Line Replacement

The following projects are currently under construction or near completion:

- Village Park, Phase III Highway 246/Sycamore Pedestrian Xing, Water Treatment Facilities Improvement, Water Treatment Booster Power Reliability, Water Distribution System Improvements and Wastewater Facilities Improvement

The Road Maintenance Project 2018/19 was completed in September 2019.

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: Rose Hess, Public Works Director

Meeting Date: May 14, 2020

Subject: Approval of Inter-Regional Transit Service – Breeze Route 200

BACKGROUND

The Breeze 200 service originally commenced in 2013 and has continued with 3 round trips per day of service through the county with ridership at approximately 6,000 last year. On June 13 2019, the City Council approved the Memorandum of Understanding (MOU) extending the Breeze Route 200 contract for 1 year while terms of the new contract were being discussed amongst the member agencies. The Breeze 200 connects the Cities of Santa Maria, Buellton and Solvang and the unincorporated community of Los Alamos.

This MOU establishes a working group consisting of city and county staff as well as a representative from SBCAG, to review service performance and assure the viability of service, operating efficiency and achieving a 20% farebox ratio. The Breeze Route 200 currently achieves a 20% farebox ratio which means that 20% or more of the service’s operating costs are met through revenue obtained from passenger fares.

The MOU is recommended to continue for five additional years, or until June 30, 2025.

FISCAL IMPACT

The City of Buellton’s estimated annual share of transit operations for the Breeze 200 service is \$33,000. These costs have been allocated under the City’s local Measure A Program of Projects, and have been programmed in the adopted 2019/20-2020/21 Budget.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the MOU for Breeze Route 200.

ATTACHMENTS

Attachment 1 – Breeze Route 200 MOU

**BREEZE ROUTE 200
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF SANTA MARIA, BUELLTON, AND SOLVANG, AND
THE COUNTY OF SANTA BARBARA**

**Regarding Continuation of the Breeze Route 200 Project to
Provide Regular, Fixed-Route, Public Transit Service between
Santa Maria, Los Alamos, Buellton, and Solvang**

**Effective Date: The later of the following to occur: i) July 1, 2020 or ii) the last date
on which all PARTIES have signed the MOU**

This Memorandum of Understanding (MOU) is entered into between the City of Santa Maria, a municipal corporation (“Santa Maria”), the City of Buellton, a municipal corporation (“Buellton”), the City of Solvang, a municipal corporation (“Solvang”), and the County of Santa Barbara, a local governmental subdivision of the State (the “County”), **collectively referred to herein as “PARTIES” or “The PARTIES”** for the purpose of defining The Parties roles, responsibilities, and commitments in conjunction with the continuation of a project to provide regular, fixed-route public transportation service on the Highway 101/246 corridor between Santa Maria, Los Alamos, Buellton, and Solvang.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, **The PARTIES** agree as follows:

1. Project Description

The Breeze Route 200 Continue Project (“PROJECT”) will provide regularly scheduled, fixed-route, intercity bus service between Santa Maria, Buellton, and Solvang. The PROJECT will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities. Santa Maria in coordination with Buellton, Solvang, and the County will operate the service. The service will continue approximately sixty (60) months, commencing on July 1, 2020 or on the date when all PARTIES have signed the MOU, whichever occurs later, and remaining in effect until June 30, 2025, contingent on the availability of funding.

2. Lead Agency

Santa Maria shall be the sole administrator of the PROJECT and shall be responsible for service contracting with a qualified bus operator (“CONTRACTOR”) and compliance with all federal and state requirements. Santa Maria will be compensated for its administrative activities, including direct and indirect cost, to operate the PROJECT, to the extent such costs are clearly attributable to the PROJECT, and those costs will be shared equally by the **PARTIES** as part of the PROJECT’S operating costs detailed in the ANNUAL REPORT. Direct costs will be tracked by actual staff hours attributed to the PROJECT, and will be billed at Santa Maria’s billing rates which will be provided within the ANNUAL REPORT for the

previous completed fiscal year, the current (in-progress) fiscal year, and for the next fiscal year, to which the ANNUAL PROJECTION applies. Indirect costs are based on Santa Maria's Cost Allocation Plan. Santa Maria's current indirect cost rates will be included in the ANNUAL REPORT, and the Cost Allocation Plan will be made available to the PARTIES at the time of the ANNUAL REPORT.

3. Service Proposal

This MOU contains the service and financial parameters, and operating performance measures to operate the PROJECT. Annual performance measures for the term of the PROJECT will provide thresholds to gauge the PROJECT'S performance. If the service is failing to meet one or more performance measures, then reasonable efforts will be made to modify the service to improve performance. The service may also be discontinued by termination of the MOU after reasonable efforts have been made.

4. Procurement of Insurance Coverage and Indemnification

THE PARTIES agree to procure and maintain liability insurance in an amount sufficient to protect against claims that may be filed against **THE PARTIES** for the services they provide, or **THE PARTIES** may elect to self-insure against such claims as provided by their respective government policies.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, **THE PARTIES** agree all losses or liabilities incurred by a **PARTY** shall not be shared pro rata but instead **THE PARTIES** agree pursuant to Government Code Section 895.4, each **PARTY** hereto shall fully indemnify and hold each of the other **PARTIES**, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying **PARTY**, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such **PARTY** under this Agreement. No **PARTY**, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other **PARTIES** hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

5. Contractor Insurance

Santa Maria shall require the CONTRACTOR of the PROJECT to comply with the indemnity and insurance requirements specified in Attachment A and provide all **PARTIES** with copies of the Certificates of Insurance, including the endorsement(s) naming **THE PARTIES** as additional insureds.

6. Nondiscrimination

Santa Maria shall require CONTRACTOR to comply with each Party's nondiscrimination policies , as well as the non-discrimination requirements of any other funding agencies, including the following nondiscrimination language insofar as consistent with those requirements:

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or service customer because legally protected characteristics or conduct including sex, race, color, ancestry, religious creed, national origin, physical disability, medical condition, age, or marital status. Contractor shall insure that the evaluation and treatment of their employees, applicants for employment and service customers are free from such discrimination

7. Service Plan

The PROJECT will operate five days a week, Monday through Friday. To the extent practicable, the services will provide for efficient interlinking connections between Santa Maria Area Transit (SMAT), Santa Ynez Valley Transit (SYVT), the Wine Country Express, and other transit services.

The PROJECT will provide three (3) round-trips per weekday in the morning, mid-day and afternoon. The service will operate generally between the transit center in Santa Maria, Buellton Town Center (Highway 246 and McMurray Road), and Solvang Park in Solvang, with stops at intermediate locations subject to change as demand warrants, and including a stop in the community of Los Alamos at Ferini Park. PARTIES will coordinate schedule and services changes to avoid service disruption to current passengers.

8. Funding

The PARTIES will share equally in the net operating and net capital costs associated with the PROJECT. Net operating costs is the total operating cost minus passenger fares, other operating revenues, and grants. Capital costs include vehicle replacements and supporting infrastructure to operate vehicles (i.e. fleet electrification as mandated by the state) for the PROJECT. Net capital costs is the total capital cost minus any grants, if any.

The primary sources of funding for the PROJECT are from Transportation Development Act, other local funds designated by the PARTIES, or other funding if it becomes available.

9. Annual Report

After the final close of each accounting year for the City of Santa Maria, Santa Maria will provide an Annual Report (ANNUAL REPORT) to the PARTIES. The purpose of

the ANNUAL REPORT is to evaluate the performance and to calculate an equal annual contribution from each PARTY for the PROJECT.

Santa Maria shall provide answers and additional data, as reasonably necessary in response to questions from any of the **PARTIES** regarding the ANNUAL REPORT. Santa Maria will respond to questions and request for clarifications up to sixty days after the release of the ANNUAL REPORT.

The ANNUAL REPORT shall clearly and accurately present the following, in sufficient detail for all **PARTIES** to understand the figures:

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, ted fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the PROJECT. In addition, the ANNUAL REPORT will include operating data from the prior year. The ANNUAL REPORT shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.

2. Balance for the PROJECT and per **PARTY**.

3. Monthly and annual operating data and capital data necessary to evaluate the operating performance measures established pursuant to Section 14 of this MOU, and any other data that is readily available to evaluate the effectiveness of the service.

4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.

5. Vehicle status report that includes the following for each vehicle for the PROJECT: date of manufacture, date placed into PROJECT service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).

6. An annual projection to operate the PROJECT for the next fiscal year, as described in further detail in Section 10 of this MOU.

7. Surplus balances reflected in the ANNUAL REPORT will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the PROJECT.

8. Total and equal share of the operating deficit from the prior year, total and equal contribution from PARTIES, and the related variances. The ANNUAL REPORT will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs exceeds the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the PROJECT.

10. Annual Projection

Santa Maria will prepare an annual projection (ANNUAL PROJECTION) to operate the PROJECT for the next fiscal year and will provide it to the **PARTIES** as part of the ANNUAL REPORT. The purpose of the ANNUAL REPORT is to facilitate each **PARTY'S** TDA claims for the next fiscal year. The ANNUAL PROJECTION will include the following for the next year and an additional four years: operating costs, fares revenues, other revenues, vehicle replacement and infrastructure costs required to operate the PROJECT, and projected performance. The annual projected net operating costs will be equally divided to each **PARTY** as their contribution.

In the event Santa Maria does not provide a complete ANNUAL REPORT by February 1st or does not respond to all questions from the **PARTIES** in time to facilitate each PARTY'S Transportation Development Act (TDA) Claims for the next year, then, the **PARTIES** contributions will be limited to the amount approved by the Working Group for the prior year until such time as the ANNUAL REPORT is complete, the **PARTIES'** questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the PROJECT incurred operating and/or capital deficits, the **PARTIES** will receive a detailed explanation and accounting within the ANNUAL REPORT of such deficits from the prior fiscal year to reimburse the PROJECT. Reserves will first be used to cover deficits from the prior fiscal year. The ANNUAL PROJECTION will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The **PARTIES** agree to commit their contribution and direct annual payments to Santa Maria to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the **PARTIES'** respective governing bodies. ANNUAL PROJECTION in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all **PARTIES** do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of the ANNUAL PROJECTION, Santa Maria will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

11. Securing Funding

The **PARTIES** will work cooperatively to pursue other federal or state grant opportunities where appropriate for the PROJECT in order to augment or reduce Transportation Development Act and local funds needed for continuation of the service.

Santa Maria will be responsible for submitting grant applications.

If a local match is required to receive grant funding, then subject to necessary Party approvals, the **PARTIES** will share equally in the matching funds needed to meet the required local match, and will execute the necessary paperwork to facilitate receipt of grants.

12. Records, Audit and Review

Santa Maria shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent transit operator, and where necessary shall require CONTRACTOR to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this Agreement. Such records shall include documents necessary to show compliance with Paragraph 14 "Performance Measures." All accounting records shall be kept in accordance with generally accepted accounting principles. Any **PARTY** shall have the right to audit and review all such documents and records at any time during Santa Maria's or CONTRACTOR's regular business hours upon reasonable notice.

13. Working Group

A Working Group will be established consisting of staff representatives of the following agencies:

- Santa Maria
- County
- Buellton
- Solvang
- SBCAG (non-voting)

The Working Group may take any action by a vote of three (3) affirmative votes, with each agency receiving one vote, provided such action is consistent with the terms of this MOU.

SBCAG shall be a non-voting member of the Working Group. SBCAG and additional non-voting members may be added and removed from the Working Group by majority vote.

The Working Group will assist in the development and evaluation of detailed service plans, routes, schedules, budgets, costs and schedules of capital expenditures, performance measures, and other service details. Santa Maria will inform the

Working Group of awards of service contracts and extensions to existing services contracts within sixty days after execution. The Working Group will meet a minimum of once a year to discuss the performance, decide upon modifications to the PROJECT within the Working Group's approval authority, and make recommendations regarding fare structures and other aspects of the PROJECT.**14. Operating Performance Measures**

The Working Group, as established in Section 13, shall develop operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- farebox recovery ratio (goal of 20%)
- operating cost per passenger
- operating cost per vehicle service hour
- passengers per vehicle service hour
- passengers per vehicle service mile
- passengers per trip
- net operating and capital costs of PROJECT per each **PARTY**

Operating Performance Measures and their benchmarks along with associated performance data, will be included in the ANNUAL REPORT.

As required by the Federal Transit Administration, Santa Maria, as the administrator of the service will collect and report financial (operating expenses) and non-financial (ridership) data to the National Transit Database. Santa Maria will track data for the PROJECT separately.

In the event it becomes necessary to make changes to the PROJECT before the ANNUAL REPORT is ready with mutual agreement, then Santa Maria will schedule meetings and provide necessary data to evaluate service and make changes.

15. Bus Equipment

The PROJECT service will utilize Americans with Disabilities Act (ADA) compliant transit buses suitable for freeway operations.

If Santa Maria utilizes an existing bus from another agency, possession of the vehicle title shall be transferred to Santa Maria.

If Santa Maria purchases a new bus, it shall be registered to Santa Maria, for the specific use of the PROJECT. Santa Maria shall use the Capital Reserve to purchase buses. If additional funds are required, the PARTIES shall equally share the net costs pursuant to Sections 8, 9, and 10 of this MOU.

If this Agreement is terminated and the PROJECT is discontinued, then the PROJECT buses shall be sold by the Lead Agency, and all proceeds from the sale shall be equally split among the current **PARTIES** of the respective service.

If any bus is sold prior to the termination of this Agreement, all proceeds from the sale shall be directed to the Capital Reserve for future bus purchase and/or required for bus infrastructure. If a simple majority of the **PARTIES** agree a Capital Reserve is not needed, the proceeds shall be equally split among the **PARTIES** of the **PROJECT**.

If another **PARTY** becomes Lead Agency, then title to **PROJECT**'s vehicles and insurance shall be transferred to new Lead Agency.

16. Service Contracting

Santa Maria will prepare any Request for Proposals (RFP) needed for the provision of operating services by a **CONTRACTOR** for the **PROJECT**. The RFP shall meet all applicable federal requirements. The Working Group will be provided the opportunity for review and input on the scope of work for service contracts. Santa Maria will also be responsible for the sale of advertising, if any, on the **PROJECT**.

17. Fares

One-way fares for the service will be set initially at \$2.00 for adults and \$1.00 for seniors and persons with disabilities. Monthly passes will be set initially at \$75 for adults and \$37.50 for seniors and persons with disabilities. All local transit agencies will work together to insure that transfers are free from the intercommunity service to local systems. Fare changes may be evaluated when determined necessary by a simple majority of the Working Group. The Working Group will evaluate data to formulate recommendations for fare changes subject to the approval of the Lead Agency's governing body.

18. Marketing

Marketing activities, promotional materials, printed schedules, etc. will be developed by Santa Maria. Marketing costs are included in the anticipated annual operating cost of the **PROJECT**. All **PARTIES** will work cooperatively to input marketing strategies that maximize ridership and effectiveness of the services. The service will be promoted by all **PARTIES**. All **PARTIES** will post the service schedule and other information on their websites. SBCAG's existing guaranteed-ride-home program will be available to users of the service through the Traffic Solutions program. The guaranteed-ride-home service is not the responsibility of the **PARTIES** and is not a part of this agreement.

19. Amendment

This Agreement may be amended or extended only by the written consent of all **PARTIES**.

20. Termination

Any **PARTY** to this MOU may terminate its participation under this Agreement by giving 90 days written notification to the other **PARTIES**.

21. Integration

This Agreement represents the entire and integrated Agreement between **THE PARTIES** and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between **THE PARTIES** hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

22. California Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

23. Jurisdiction

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Santa Barbara County, State of California.

24. Warranty of Authority

Each person signing this Agreement on behalf of a **PARTY** warrants that he or she has authority to do so.

25. Waivers

The waiver by any **PARTY** to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

26. Severability

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of **THE PARTIES**.

27. Points of Contact

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person **THE PARTIES** may from time to time designate in writing:

City of Santa Maria

Transit Services Manager
110 South Pine Street, Suite 101
Santa Maria, CA 93458

City of Buellton

Public Works Director
107 West Highway 246
Buellton, CA 93427

City of Solvang

Public Works Director
411 Second Street
Solvang, CA 93463

County of Santa Barbara

Alternative Transportation Manager
123 East Anapamu Avenue, 2nd Floor
Santa Barbara, CA 93101

Santa Barbara County Association of Governments

Director of Rail and Transit Programs
260 North San Antonio Road, Suite B
Santa Barbara, CA 93110

28. Counterpart Signatures & Effective Date

THE PARTIES agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all **PARTIES**.

CITY OF SANTA MARIA

Mayor Alice Patino

Date

ATTEST

By: _____

Approved as to Form:
Thomas Watson
City Attorney
By: _____
Thomas Watson, City Attorney

CITY OF BUELLTON

Mayor – Holly Sierra

Date

ATTEST

By: _____
Linda Reid, City Clerk

Approved as to Form:

By: _____
Greg Murphy, City of Attorney for Buellton

CITY OF SOLVANG

Mayor [insert]

Date

ATTEST

By: _____

Approved as to Form:
[insert]
City Attorney

By: _____
[insert], City Attorney for City of Solvang

COUNTY OF SANTA BARBARA

Supervisor [insert], Chair

Date

ATTEST:

By: _____

Clerk of the Board

Approved as to Form:
[insert],
COUNTY COUNSEL

By: _____
[insert], Senior Deputy,
Counsel for County

By: _____

[insert], Auditor-Controller

By: _____

Risk Management

Attachment A

CONTRACTOR shall comply with the following requirements. CONTRACTOR shall not subcontract any services provided under this Agreement without the written consent of the City of Santa Maria and full compliance by any subcontractor with the requirements of this Agreement.

1. Indemnification –CONTRACTOR (TRANSPORTATION COMPANY) agrees to indemnify, defend (with counsel reasonably approved by legal counsel for **THE PARTIES**) and hold harmless **THE PARTIES** and their authorized officers, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by **THE PARTIES** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR shall notify **THE PARTIES** immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

2. Insurance. Insurance Specifications –CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

A Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to **THE PARTIES** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

B. Commercial/General Liability Insurance –CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf

of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and a two million dollar (\$2,000,000) general aggregate limit.

C. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than three million dollars (\$3,000,000) for bodily injury and property damage, per occurrence.

D. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. An Additional Insured Endorsement shall be provided on the Umbrella policy as it relates to the primary policies requiring an Additional Insured Endorsement.

3. Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for **THE PARTIES** to vicarious liability but shall allow coverage for **THE PARTIES** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

4. Waiver of Subrogation Rights –CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against **THE PARTIES**, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR’s employees or agents from waiving the right of subrogation prior to a loss or claim. SUBCONTRACTOR hereby waives all rights of subrogation against **THE PARTIES**.

5. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by **THE PARTIES**.

6. Severability of Interests –CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and **THE PARTIES** or between any FUNDING PARTNER and any other insured or additional insured under the policy.

7. Proof of Coverage –CONTRACTOR shall furnish Certificates of Insurance to the CITY OF SANTA MARIA Department administering the Agreement evidencing the insurance coverage, including Additional Insured Endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete copies of the policies and endorsements immediately upon request.

8. Acceptability of Insurance Carrier – Unless otherwise approved by **THE PARTIES**, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

9. Deductibles and Self-Insured Retention – Any and all deductibles in excess of \$10,000 shall be declared to the **THE PARTIES**. A Self-Insured Retention is not acceptable.

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: Rose Hess, Public Works Director/City Engineer

Meeting Date: May 14, 2020

Subject: Acceptance of the Highway 246 & Sycamore Drive Pedestrian Improvements Project

BACKGROUND

At the June 27th, 2019 Council Meeting, the City Council awarded R. Burke Corporation in the amount of \$580,000.00 for the subject project. The work done includes construction of curb bulb outs, high visibility crosswalk, tapered roadway and installation of rectangular rapid flashing beacon crossing system on light standards at Highway 246 and Sycamore Drive. Staff has inspected the construction and is satisfied that the project plans and specifications have been met.

FISCAL IMPACT

The final construction cost of the project, including change orders, was \$472,258.36. Funding for the construction of the project was allocated from Cycle 3 ATP grant funds.

RECOMMENDATION

That the City Council accept the Highway 246 & Sycamore Drive Pedestrian Improvements Project and instruct the City Engineer to file the attached Notice of Completion.

ATTACHMENTS

Attachment 1 - Notice of Completion

ATTACHMENT 1

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is the owner or corporate officer of the interest or estate hereinafter described:
2. The full name of the owner is: City of Buellton
3. The full address of the owner is: 107 West Highway 246
P.O. Box 1819
Buellton, California 93427
4. The nature of the interest or estate of the owner is "in fee"
5. A work of improvement on the property hereinafter was completed on May 4, 2020. The work done includes construction of curb bulb outs, high visibility crosswalk, tapered roadway and installation of rectangular rapid flashing beacon crossing system on light standards at Highway 246 and Sycamore Drive. All improvements are within the City limits of the City of Buellton.
6. The name of the contractor, if any, for such work of improvement was R. Burke Corporation.
7. The property on which said work of improvement was completed is in the City of Buellton, County of Santa Barbara, State of California, and is described as various streets within the City limits of the City of Buellton.

Dated: _____

Linda Reid, City Clerk

VERIFICATION

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

Executed on May 14, 2020, at Buellton, California.

Rose M. Hess, Public Works Director/City Engineer

Certificate of Achievement

**THE NORMAN AND GALE WILLIAMS
BUELLTON EDUCATION SCHOLARSHIP**

**FOR THE 2020-2021 ACADEMIC YEAR
IS AWARDED TO**

JASMINE ENCISO

**PRESENTED AT THE MAY 14, 2020
BUELLTON CITY COUNCIL MEETING, BUELLTON, CALIFORNIA**



NORMAN WILLIAMS





HOLLY SIERRA, MAYOR

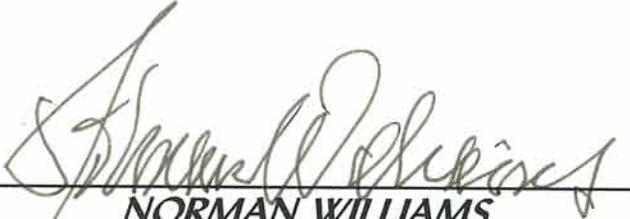
Certificate of Achievement

**THE NORMAN AND GALE WILLIAMS
BUELLTON EDUCATION SCHOLARSHIP**

**FOR THE 2020-2021 ACADEMIC YEAR
IS AWARDED TO**

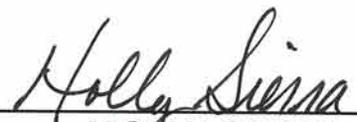
DAVIS REINHART

**PRESENTED AT THE MAY 14, 2020
BUELLTON CITY COUNCIL MEETING, BUELLTON, CALIFORNIA**



NORMAN WILLIAMS





HOOLY SIERRA, MAYOR

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Kyle Abello, Recreation Supervisor

Meeting date: May 14, 2020

Subject: Approval of Bike Skills Course Design and Volunteer Led Project Funding

BACKGROUND

At its March 26 meeting, the City Council gave conceptual approval to a Bike Skills Course at River View Park and directed staff to return with a revised design, cost estimate, and proposal from non-profit Santa Ynez Valley Youth Recreation to assist in guiding this volunteer led project.

Accordingly, Youth Recreation Coordinator Paul Smith worked on a new design that eliminated any path crossings. He was assisted in the course design by Kent Yankee of MNS Engineers, who donated his time and expertise. Together, they created the design shown in Attachment 1. This simplified design takes advantage of the existing terrain to minimize the amount of additional fill dirt needed on the site, and it is able to be accomplished as a volunteer led project. They also flagged the proposed course and weed whacked the path as shown in the photos in Attachment 2.

Mr. Smith also worked with DJ Dunn, a local contractor and member of Santa Ynez Valley Youth Recreation to provide the rough cost estimate shown in Attachment 3. The hand tools that are purchased would be kept and used for periodic maintenance days of the course. Volunteers would also be encouraged to bring their own tools for the work days to create the course. In addition to the skilled guidance for the volunteer work crew free of charge, Mr. Dunn has also pledged to donate his time and fuel to run his Bobcat tractor to assist in the dirt work. Given the volunteer labor and the material price discounts made possible by the business partnerships of Santa Ynez Valley Youth Recreation, the cost estimate of this first phase of the Bike Skills Course is \$5,422.22.

Mr. Smith and Recreation Center Coordinator Kristen Thomsen have had lengthy discussions about the Bike Skills Course with the members of Santa Ynez Valley Youth Recreation, and they are very supportive of this project which fits their mission of providing facilities for youth. Attachment 4 is a Letter of Intent from Santa Ynez Valley Youth Recreation proposing to work with the City to make the Bike Skills Course a reality

by providing volunteer support in the form of skilled local contractors to guide the volunteer crew in shovel work and simple trail cutting to shape the course. The letter also notes their interest in contributing their own funds to future phases of the Bike Skills Course. As mentioned earlier, their membership consists of many local contractors and construction businesses which allows them to arrange in-kind and wholesale donations so that funds go farther in accomplishing projects; therefore staff recommends providing funding to Santa Ynez Youth Recreation in order to accomplish this project in cooperation with local volunteers and Recreation staff.

FISCAL IMPACT

The fiscal impact of this project is approximately \$6,000. \$50,000 is budgeted under Capital Improvement Project 401: Miscellaneous River View Park Improvements for Fiscal Year 2019/20.

RECOMMENDATION

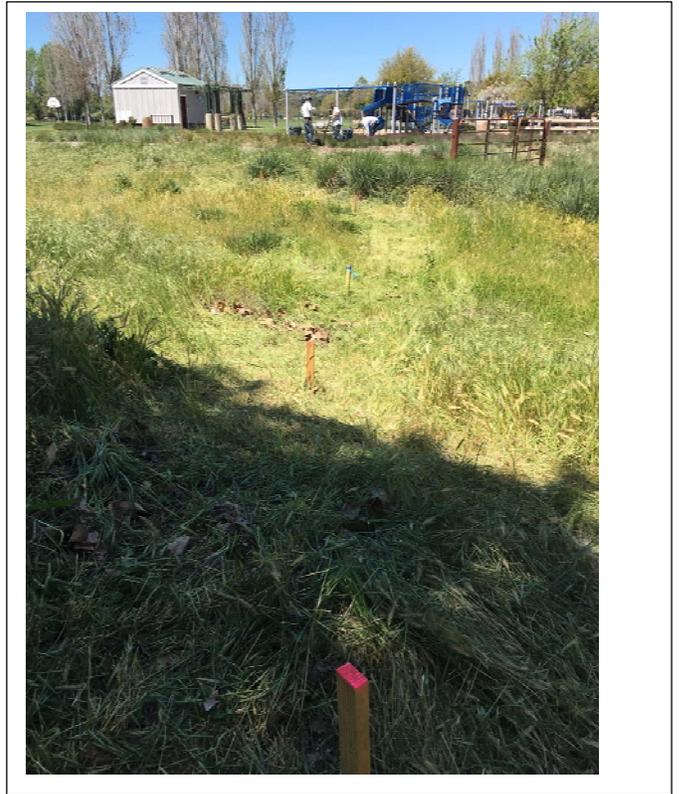
That the City Council consider approval of the Bike Skills Course design and funding of \$6,000 for this volunteer led project.

ATTACHMENTS

- Attachment 1- Bike Skills Course Design
- Attachment 2- Photos of Proposed Course Area
- Attachment 3- Rough Cost Estimate
- Attachment 4- Letter from Santa Ynez Valley Youth Recreation, Inc.



ATTACHMENT 2



**Bike Skills Course
Cost Estimate for Volunteer Project for Path and Dirt Work**

*Prepared by DJ Dunn (DJ Dunn Construction, Board Member of SYV Youth Recreation)

Hand Tools (would continue to be used for periodic maintenance work days)

Bow Head Rake (14 inch)	Qty 4	\$144.00
#2 Square Point Shovel	Qty 4	\$299.40
Spring Brace Rake (24 inch)	Qty 2	\$ 58.70
McCleod Hoe	Qty 4	\$320.12
100 ft heavy duty hoses	Qty 2	\$100.00
	Total	\$922.22

Materials (sourced locally with cost reduction from SYV Youth Rec partner businesses)

High clay content filtered fill dirt	\$4500.00	
& pressure treated wood for berm features		
Use of existing on-site mulch	\$0	
	Total	\$4500.00

Labor

Volunteers under the guidance of DJ Dunn	\$0	
DJ Dunn donation of time/fuel on Bobcat tractor	\$0	
	Total	\$0

GRAND TOTAL \$5,422.22

May 1, 2020

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

Subject: Letter of Intent to help coordinate volunteers for the bike skills course at River View Park

Dear Mayor, City Council and City Manager,

The mission of Youth Recreation is to supply facilities and programs to the youth of the Santa Ynez Valley.

Santa Ynez Valley Youth Recreation (Youth Rec) has a long history of providing recreation facilities for youth both at school facilities and in community parks. Youth across the Valley have benefited from the generous donations we have received and in turn have donated back to the community to provide access to healthy recreational opportunities for all kids. A few examples are the tennis courts, community garden and Zone equipment at Jonata School, athletic facilities at all of the local schools and the support of many youth programs.

We understand the City would like to build an entry level bike skills course at River View Park and Youth Recreation would like to support your efforts by offering our assistance to Recreation Staff to coordinate the project based on our experience with recreation projects in the community. We can offer help with budget estimates, coordinating materials and equipment as well as helping to organize volunteers.

We also understand this could be a multi-phased project and would consider donating matching funds for future segments of the project if proven successful.

Sincerely,

Santa Ynez Valley Youth Recreation Board

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Kyle Abello, Recreation Supervisor

Meeting date: May 14, 2020

Subject: Approval of Arts and Culture Project Applications:
A. Mosaic Pillars and Entry Sign at Botanic Garden
B. SYV Teen Arts Workshop

BACKGROUND

A. Mosaic Pillars and Entry Sign at Botanic Garden

The purpose of this Project is to highlight the entrance to the SYV Botanic Garden at River View Park by installing two existing decorative columns created by local ceramic artist Michelle Griffoul and fabricating a metal entry sign supported on the columns with the name *Santa Ynez Valley Botanic Garden*. The applicant, SYV Botanic Garden Foundation, has already raised \$3,500 for this project with an additional \$3,000 of pending private donations plus numerous in-kind contributions such as architectural drawings, landscape architect review, and pro bono engineering advice. The complete application is included as Attachment 1, and Attachments 2-5 consist of accompanying schematic drawings, detail of the pillar footings, and photos of the actual mosaic pillars.

The Project request for \$15,000 will pay for engineering, materials, and installation of two original Michelle Griffoul mosaic tiled pillars and fabrication and installation of a metal entry sign at the entrance to the Botanic Garden. Any unspent funds are required to be returned to the City.

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

B. SYV Teen Arts Workshop

The non-profit SYV Teen Arts, which operates under the umbrella of the Santa Barbara Foundation, was founded in 2015 by local pediatrician Dr. Chris Elstner (formerly of the Buellton Medical Center) and then 13-year old Buellton student Samantha Garcia. Its mission is to provide teens in our community with in-depth instruction in a variety of artistic media and techniques by professional artists and foster a nurturing atmosphere

where teens can learn to interact and critique others' art works and grow in confidence in their own skills and talents.

The proposed Project consists of a one or two Sunday intensive painting workshop for 20-25 teens in the venue of the Botanic Garden (estimated 10-16 hours of instruction and preparation time). The plein air experience of creating art in nature has the added benefit of being able to conform to ongoing distancing protocols set out by the County Public Health Department. The dates and instructor will be determined based upon the aforementioned protocols. Specific outreach is planned to target Buellton teens and City residents will be given priority. The pieces created by the teens will be exhibited in a digital gallery linked to the City website and the original artwork would be displayed in City buildings, library, Rec Center, and Buellton school campuses. The complete application is included as Attachment 6.

The Project request of \$2,500 will cover the artist/instructor honoraria, all art supplies, advertising and refreshments for the teens at the workshop.

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

FISCAL IMPACT

The fiscal impact of this item is \$15,000 for the Mosaic Pillars Project and \$2,500 for the SYV Teen Arts Workshop Project. Arts and Culture Project funding is included in the City's Budget with \$45,250 remaining in this fiscal year.

RECOMMENDATION

That the City Council consider:

- A. Approval of \$15,000 to fund the Mosaic Pillars and Entry Sign at Botanic Garden Project.
- B. Approval of \$2,500 to fund the SYV Teen Arts Workshop Project.

ATTACHMENTS

- Attachment 1- Mosaic Pillars and Entry Sign at Botanic Garden Project Application
- Attachment 2- Mosaic Pillars schematic drawing
- Attachment 3- Mosaic Pillars footings detail
- Attachment 4- Mosaic Pillars close up photo
- Attachment 5- Mosaic Pillars photo
- Attachment 6- SYV Teen Arts Workshop Project Application

BUELLTON ARTS & CULTURE COMMITTEE

PROJECT FUNDING REQUEST FORM

DATE: Spring 2020

NAME OF PROJECT: Main Sign and Mosaic Pillars at the Entrance of Santa Ynez Valley Botanic Garden

PROJECT DATE(S): Spring 2020

SPONSORING ORGANIZATION: Santa Ynez Valley Botanic Garden Foundation

KEY ORGANIZER: Eva Powers

CONTACT INFORMATION: ewpowers@yahoo.com (805) 350-0360

TYPE OF PROGRAM: ARTS PROGRAM CULTURE PROGRAM BOTH

TOTAL PROJECT BUDGET: \$21,500

AMOUNT OF FUNDING REQUESTED: \$15,000

HAS APPLICANT RECEIVED FUNDING FROM THE BUELLTON ARTS & CULTURE PROGRAM PREVIOUSLY? IF SO, WHEN WAS THE LAST TIME? Yes, October 2019

HOW DID YOU HEAR ABOUT THE CITY OF BUELLTON ARTS & CULTURE GRANT PROGRAM: Stacey Thompson

IF APPLICANT DOES NOT RECEIVE THE FULL AMOUNT OF FUNDING REQUESTED, WILL THE PROPOSED PROJECT STILL MOVE FORWARD: Yes, although it will be delayed until additional funding is secured.

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

The purpose of this project is to highlight the entrance to the SYV Botanic Garden by installing 2 existing decorative columns that have been donated to the Garden and are stored on the property. The grant funds will be used to install the tiled columns created by local ceramic artist, Michelle Griffoul, and a fabricated metal sign that will be supported by the columns with the name *Santa Ynez Valley Botanic Garden*. Ms. Griffoul created the clock tower in Sunny Fields Park, Solvang.

<http://www.michellegriffoul.com>

DESCRIPTION OF EVENT — cont.

This project will provide all Garden visitors with a beautiful designated entryway, which doesn't currently exist. As a venue of arts and crafts for the community, we knew it was important to accept this donation in 2018 from a site where they were designated for removal. Ms. Griffoul's work reflects the transitional nature of the natural world and will welcome all visitors to the magic of our region's landscape. Indeed, the tile work represents the SYV river and steelhead trout on the lower level, local leaves from native valley oaks are at the center of the pillars and the night starry skies above the valley is represented at the top of the pillars.

Several landscape architects and landscape designers on the SYVBGF Board will be involved in advising on the design and installation of the columns and the sign. In addition we will contract with a structural engineer to ensure the design and installation meets the appropriate standards for this kind of installation in a public space. We will also contract with experienced workers to lay the foundation and erect the columns, as well as with experts in sign installation.

PROJECT BUDGET DETAIL:

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

Project Budget

INCOME

<u>Source</u>	<u>Total Project \$</u>	<u>Pending\$</u>	<u>Secured \$</u>	<u>Notes</u>
Fndn grants	15,000	15,000	1,000	Including this request
Individuals	4,500	2,000	2,500	
Businesses	1,000	1,000	0	
Total income:	21,500	18,000	3,500	

In-kind contributions:

- Architectural drawings
- Landscape architect reviews
- Engineering advice pro bono
- Site preparation by landscapers & volunteers
- City staff reviews & approvals
- SYVBGF staffing, outreach, & grant applications

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

Item	Total Project	This Request
Material for Columns:		
Concrete footings	6,000	4,000
Gravel, sand	1,000	0
Labor for Columns:		
Engineer	3,500	3,500
Install columns	3,500	2,500
Metal sign cost	5,000	2,500
Installation sign	2,500	2,500
TOTAL	21,500	15,000

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).

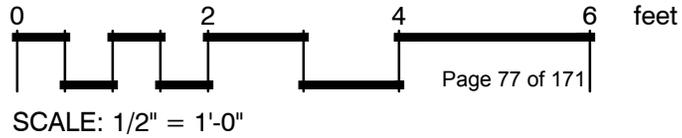
If music, dance or other types of performance work is to be presented, either links to the artists' websites or digitized video of their work.

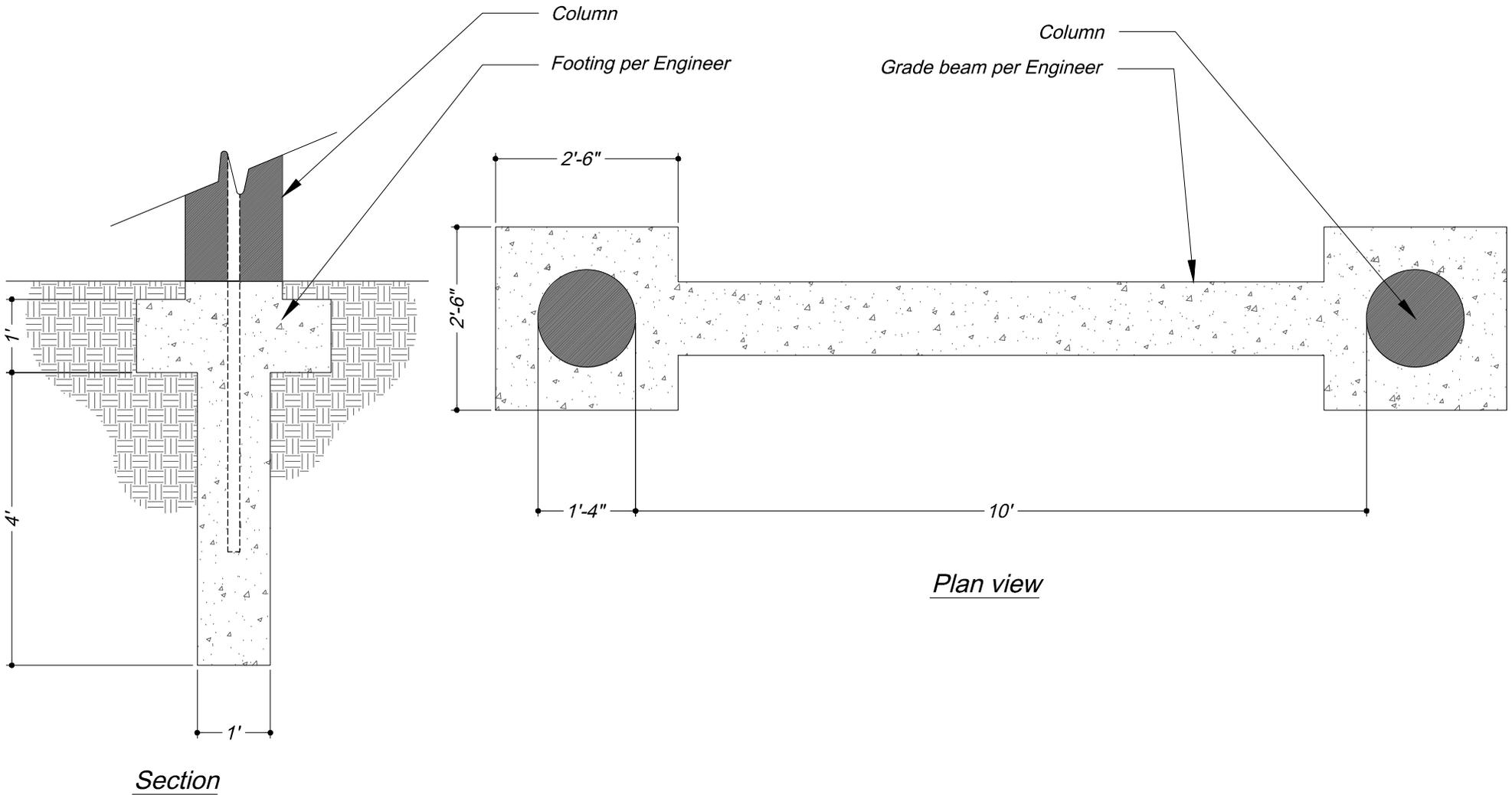
If your project or event will be held on public property (streets, sidewalks, parks), submit a completed **Special Event Permit Application**.

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.

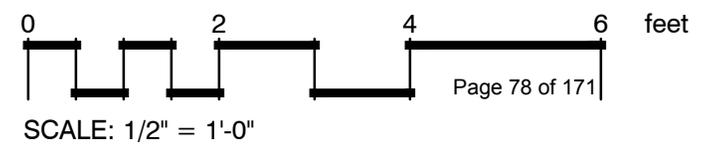


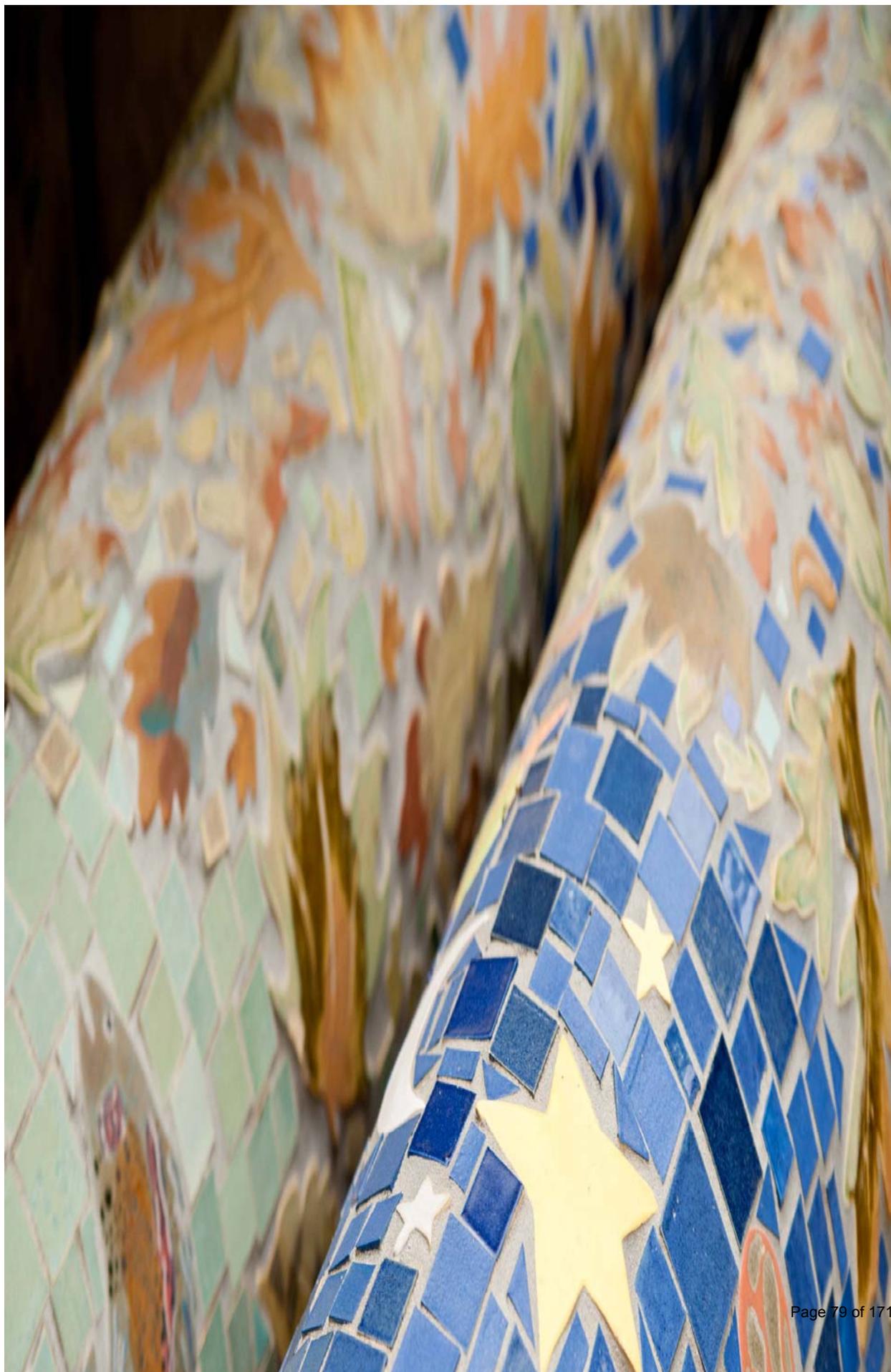
Santa Ynez Botanical Garden Entry Sign





Santa Ynez Botanical Garden Entry Sign







BUELLTON ARTS & CULTURE COMMITTEE

PROJECT FUNDING REQUEST FORM

APPLICATION DATE: 4/4/2020

NAME OF PROJECT: Art in the Botanic Garden

PROJECT DATE(S): TBD - ASAP if possible, summertime

SPONSORING ORGANIZATION: Santa Ynez Valley Teen Arts Program

KEY ORGANIZER: Shana DeLeon

CONTACT INFORMATION: 805.350.3148; shanadeleon@hotmail.com on behalf of Dr Chris Elstner 805.450.7430 chrismdsb@cox.net

TYPE OF PROGRAM: [X] ARTS PROGRAM [] CULTURE PROGRAM [] BOTH

TOTAL PROJECT BUDGET: \$2500.00

AMOUNT OF FUNDING REQUESTED: \$2500.00

HAS THIS ORGANIZATION RECEIVED FUNDING FROM THE BUELLTON ARTS & CULTURE PROGRAM PERVIOUSLY? IF SO, WHEN WAS THE LAST TIME?

YES NO YEAR: _____

DESCRIPTION OF EVENT — Include goals, objectives, and other project partners/collaborators:

Description of Event:

The goal of this event would be to allow The Santa Ynez Valley Teen Arts Program to have a group of teens (approximately 20-25) to meet on one or two Sundays at the Santa Ynez Valley Botanic Garden to have a professional art instructor lead art class(es) that is free for the teens to participate.

The main objective would be to allow these teens to experience creating art while in nature. We are hoping to bring back prior instructors we have used in the past: John Iwerks to lead outdoor oil painting class, Nathan Snyder to lead fundamentals in drawing, or Nevin Littlehale to lead acrylic painting depending on schedules and availability. The normal schedule for the Santa Ynez Valley Teen Arts Program is having the artist honoraria instruct on two consecutive Sundays.

The subsidiary objective would be to continue the mission of the Santa Ynez Valley Teen Arts Program in the beautiful venue of the Santa Ynez Valley Botanic Garden: give teens the chance to learn to produce art through instructions given by local professional artists, so they can not only find they can produce worthy works of art, they can look into the depths of who they truly are.

A bit of history on the Santa Ynez Valley Teen Arts Program, it began in the summer of 2015 when local pediatrician Christopher Elstner M.D, and then 13-year-old student Samantha Garcia found there was a need in the valley for students to develop the artist within themselves. Both Dr. Elstner and Sam found that many students in the valley had not thought of themselves as artists and thus a program was established to provide that along with allowing teens to learn more about themselves. A safe place where students can be there for themselves and their classmates, learning about art and how art is related to what is happening in their lives. Students interact with each other, learn to critique others' art works, and in a relaxed and nurturing atmosphere learn that they are truly artists in their own right.

The project partners that participate vary, but are normally parent volunteers that assist director Dr. Chris Elstner. There is a long list of instructor collaborators which can be seen on our website: <https://www.santaynezvalleyteenarts.com>. The website displays prior projects which we would then add this "Art in the Botanic Garden" session to with a digital gallery posted and link in City of Buellton website. We would be interested in reaching out to Jonata middle school with a flier advertising the class to get more city of Buellton teens. In addition, we would ask the City of Buellton if they would be a willing recipient to house the art for a few months by displaying art (with student approval) in the City Council Chambers, Rec Center and/or library.

BUELLTON ARTS & CULTURE COMMITTEE

PROJECT FUNDING REQUEST FORM

PROJECT BUDGET DETAIL:

TOTAL PROJECT BUDGET: \$2500.00

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

SOURCE OF REVENUE	AMOUNT
<u>Buellton Arts + Cultures Comm. Fee</u>	<u>\$2500.00</u>

TOTAL \$ 2500.00

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

EXPENSE CATEGORY	AMOUNT
<u>artist honoraria</u>	<u>\$1800</u>
<u>supplies (paper, canvas, oils, paint, paintbrushes, cups, pens)</u>	<u>\$550</u>
<u>food (pizza, soda, paper plates, napkins, candy)</u>	<u>\$150</u>
<u>rent (unsure if botanic garden charges a use fee)</u>	<u>0?</u>

TOTAL \$ 2500.00

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: May 14, 2020

Subject: Contract for Law Enforcement Services between the County of Santa Barbara and the City of Buellton for Fiscal Year 2020-21

BACKGROUND

The City’s contract with the County of Santa Barbara for law enforcement services expires on June 30, 2023. The current fiscal year has been the first full year under the current contract. The City receives receiving monthly statistics to reflect the amount of time deputies are actively providing service within the City limits of Buellton. The statistics have shown that the County is well within (and frequently above) the County’s goal for the amount of time deputies provide service within the City. That range is currently between 98% and 102%. In Fiscal Year 2018-19, the City of Buellton compliance percentage was 104.18%.

The primary change to the contract this year is that the costs for the Traffic (Motor) Deputy are no longer provided through a separate contract, but are instead included in the primary contract as a “menu item” to be provided. This cost now reflects the actual cost of the County to provide the Traffic Deputy. The cost has increased from \$215,786.51 to \$303,986.00, a percentage increase of 40%.

The County is requesting a 3% increase overall for the next fiscal year. The proposed Fiscal Year 2020-21 contact cost table is included as Attachment 1. There was a significant true-up adjustment based upon actual costs to the County during the prior period, which results in a credit of \$92,791. This brings the contract costs (minus the Traffic Deputy) to a total of \$1,834,283, for an increase of 1.7%. The total contract amount, including the Traffic Deputy, is \$2,138,269, which reflects an increase of 18.6%.

FISCAL IMPACT

The total contract amount for Fiscal Year 2020-21 is \$2,138,269, which reflects an increase of 18.6%. Future years should remain much more stable, as the City will now be paying the actual cost of the Traffic Deputy.

RECOMMENDATION

That the City Council receive and file the Contract Cost Summary for Sheriff's Department services for Fiscal Year 2020-21, and direct staff to reflect these costs in the upcoming budget adjustment for the coming Fiscal Year.

ATTACHMENTS

Attachment 1 – Sheriff Contract Cost Summary for Fiscal Year 2020-21

Buellton

DSU Summary - Contract Cost

Hours Purchased

8,948

Patrol Costs	Hourly Rate	Total Contract Cost
<i>Deputy Costs</i>		
Deputy S&B Cost	90.81	812,568
Indirect Rate @ 7.56%	6.87	61,473
True-Up Cost	(3.20)	(28,634)
Cost Inflation @ 3%	2.93	26,218
<i>Deputy S&B Cost</i>	<i>97.41</i>	<i>871,625</i>
<i>Patrol Support</i>		
ADMN OFFICE PRO II	5.92	52,972
ADMN OFFICE PRO II - EXH	0.42	3,758
SHERIFFS COMMANDER - EXH	0.04	358
ADMN OFFICE PRO SR	3.18	28,455
ADMN OFFICE PRO I	0.21	1,879
SHERIFFS SERGEANT	25.04	224,058
ELIGIBILITY WORKER II	0.01	89
SHERIFFS LIEUTENANT	6.21	55,567
SHERIFFS COMMANDER	2.66	23,802
SHERIFF'S SERVICE TECHNICIAN	0.33	2,953
Indirect Rate @ 7.56%	3.33	29,797
True-Up Cost	5.82	52,077
Cost Inflation @ 3%	1.42	12,706
<i>Patrol Support S&B</i>	<i>54.59</i>	<i>488,471</i>
<i>Direct Patrol S&S</i>	<i>12.26</i>	<i>109,702</i>
<i>Direct Patrol S&S True-up</i>	<i>0.65</i>	<i>5,816</i>
Total Patrol Cost	164.91	1,475,615
Law Enforcement Support Costs (includes S&B, Indirect, Inflation, and S&S Costs)		
<i>Investigations</i>		
General Investigations	21.21	189,787
SOD, Narcotics	4.27	38,208
SOD, Intelligence	1.09	9,753
SOD, High Tech Crime Unit	1.69	15,122
<i>Total Investigations</i>	<i>28.26</i>	<i>252,870</i>
Forensics	5.11	45,724
Crime Analysis Unit	0.76	6,800
Property & Evidence	2.58	23,086
Cal ID Program	0.05	447
True-Up Cost	(7.17)	(64,157)
Total Law Enforcement Support	29.59	264,771
Hourly Contract Rate	194.50	1,740,386
Menu Items		303,986
Dispatch		83,742
DSU Admin		10,155
Total Contract		2,138,269

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council
From: Irma Tucker, Contract City Planner
Meeting Date: May 14, 2020
Subject: 2025 Buellton General Plan - Land Use & Circulation Element Update; Consideration of Professional Services Agreements

BACKGROUND

Based upon discussions arising during Budget Goal Setting discussions at its February 28, 2019 meeting, the City Council set aside money in the FY 2019/20 and FY 2020/21 budgets and directed staff to move forward with an update of the Land Use and Circulation Elements (LUCE) of the 2025 General Plan. A total of \$200,000 was set aside for this purpose, consisting of approximately:

- \$140,000 for preparation of the Circulation Element, assisting City Staff with preparation of the Land Use Element, and preparation of a Supplemental EIR for the LUCE Update
- \$60,000 for conducting a Traffic Study in support of the Circulation Element update, and providing support data for the EIR

The most recent comprehensive update to the City's General Plan Land Use and Circulation Elements occurred in 2007, and was prepared by Rincon Consultants, Inc. (Rincon). A Supplemental Program EIR in compliance with California Environmental Quality Act (CEQA) guidelines was also prepared by Rincon at that time. The City has experienced a significant amount of growth and development since the last update. The currently proposed update will take into consideration changes in land use, community needs, circulation systems impacts, regional planning area changes, and new State legislation that have occurred in the intervening years.

The LUCE update process is expected to be a collaborative effort between City Staff and Consultants. City Planning Staff would manage the overall LUCE update effort and would prepare the Land Use Element update text, including goals, policies and programs, utilizing support information (data and graphics) from the Consultant team. It is anticipated that the LUCE update and related CEQA process will take approximately 15 months from project initiation.

Rincon prepares numerous environmental studies and reports on behalf of the City on an on-going basis. In consideration of this familiarity with the City, and given the

knowledge-base Rincon has built up over the years regarding Buellton, Planning Staff felt that it would be most cost-effective and efficient for Rincon to collaborate with Staff on the 2020 LUCE update.

Rincon has provided the City with a proposal (recently updated in April 2020 to reflect current conditions) to prepare the following scope of work:

- Task 1- Opportunities and Options Report, Community Outreach, Project Coordination
- Task 2 - Draft Circulation Element
- Task 3 – CEQA Documentation, Program EIR
- Task 4 - Final Circulation Element, Public Hearings

Rincon’s proposed budget is \$134,046. For the Council’s consideration, Rincon’s proposal is included as Exhibit D of Attachment 1 hereto, which sets forth the proposed City of Buellton Standard Professional Services Agreement with Rincon Consultants Inc.

In support of the LUCE update, a current Traffic and Circulation Study is needed. In November-December 2019 and again in January-February 2020, Staff conducted two rounds of Requests for Proposals (RFPs)) in an effort to identify potential transportation planning consultants to assist with this work effort. After receiving and reviewing a total of five proposals, Staff is recommending KOA/Crain as the firm to prepare the following scope of work:

- Task 1 – Review Existing Plans, Reports and Policies
- Task 2 – Existing Conditions Analysis
- Task 3 – Transportation Impacts Analysis, including LOS and VMT
- Task 4 - Supporting Information for Circulation Element

KOA/Crain’s proposed budget is \$59,948.50. For the Council’s consideration, KOA/Crain’s proposal is included as Exhibit D of Attachment 2 hereto, which sets forth the proposed City of Buellton Standard Professional Services Agreement with KOA/Crain.

Primary Objectives of the LUCE Update

1. Land Use Element - focused update to reflect:
 - a. Existing and anticipated uses
 - b. Modifications/amendments since the last update
 - c. Technical data updates
2. Circulation Element - comprehensive update to reflect:
 - a. Existing conditions
 - b. Improvements to circulation system needed per LUCE update
 - c. Future infrastructure needs and capital improvement costs
 - d. Long-term policy goals and desired improvements, especially along State Route 246

- e. Complete Streets implementation strategy, priorities and capital improvement costs
3. Consistency with regional plans (e.g. RTP, SYV Bikeway Plan, etc.)
4. Zoning Ordinance consistency:
 - a. Identify where LUCE update would affect land use regulations, development standards, public improvement standards, and other applicable Zoning Code regulations
5. Compliance with State requirements:
 - a. General plan guidelines
 - b. Legislative mandates

FISCAL IMPACTS

The proposed budget for Rincon's services would be \$134,046 plus an estimated (not to exceed) budget of \$ 4,000 for incidental and out-of-pocket expenses, for a total budget of approximately \$138, 050.

The proposed budget for KOA/Crains's services would be \$59,948.50, plus an estimated (not to exceed) budget of \$2,000 for indirect costs/out-of-pocket expenses, for a total budget of approximately \$61,950.

The total cost of \$200,000 for the Land Use and Circulation Element update has been budgeted and split between FY 2019/20 and FY 2020/21 in the amounts of \$150,000 and \$50,000 respectively.

RECOMMENDATION

That the City Council consider taking the following action:

1. Authorize the work effort for updating the Land Use & Circulation Element of the 2025 Buellton General Plan;
2. Direct the City Manager to enter into an agreement with Rincon Consultants, Inc., for the professional services outlined in Attachment 1, at a budget not to exceed \$138,050; and
3. Direct the City Manager to enter into an agreement with KOA Corporation for the professional services outlined in Attachment 2, at a budget not to exceed 61,950.

ATTACHMENTS

Attachment 1 – Professional Services Agreement with Rincon Consultants Inc.;;
Exhibit D - Rincon Consultants, Inc. Proposal for the Update to the Circulation Element of the 2025 Buellton General Plan and Preparation of a Program EIR; April 17, 2020 (updated from April 11, 2019)

Attachment 2 – Professional Services Agreement with KOA Corporation;
Exhibit D – KOA/Crain, Proposal for Traffic and Circulation Study Consultant Services; February 14, 2020

AGREEMENT FOR SERVICES

BY AND BETWEEN

**THE CITY OF BUELLTON,
A MUNICIPAL CORPORATION**

AND

RINCON CONSULTANTS, INC.

FOR

Update to Circulation Element of 2025 Buellton General Plan

and

**Preparation of a Program EIR for
Land Use and Circulation Elements Update**

May 2020

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF BUELLTON, CALIFORNIA
AND
RINCON CONSULTANTS , INC.**

This Agreement for Services ("Agreement") is entered into as of this ____ day of May, 2020 by and between the City of Buellton, a municipal corporation ("City") and Rincon Consultants, Inc, ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, based on its institutional knowledge from providing similar work to the City and following submission of a proposal for the performance of the Services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those Services.

C. Pursuant to the City of Buellton's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for eighteen (18) months commencing on the date first ascribed above, or such shorter time as it takes Service Provider to complete the Scope of Services. The Term may be extended in writing per mutual agreement by both Parties in accordance with Section 28.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and in Exhibit "D" "Proposal for Professional Services" (hereinafter "Proposal"), both of which are made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to

that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one-hundred thirty-eight thousand fifty dollars (\$138,050), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractors. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" includes payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be

deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

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

and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing

wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such

information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Service Providers of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and

expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Service Providers of Service Provider.

(c) Indemnification from Subcontractors. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and

shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-Service Providers, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the

control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City: City of Buellton
Attn: Scott Wolfe, City Manager
P.O. Box 1819
107 West Highway 246
Buellton, CA 93427
E-mail: scott@cityofbuellton.com

To Service Provider: Rincon Consultants Inc.
Attn: Richard Daulton, Vice President/ Principal
209 East Victoria Street
Santa Barbara, CA 93003
E-mail: RDaulton@rinconconsultants.com

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Buellton Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Buellton Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining

provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF BUELLTON

Scott Wolfe
City Manager

ATTEST:

Linda Reid
City Clerk

APPROVED AS TO FORM

Gregory M. Murphy
City Attorney

RINCON CONSULTANTS, INC.

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Task 1- Opportunities and Options Report, Community Outreach, Project Coordination
- B. Task 2 - Draft Circulation Element
- C. Task 3 – CEQA Documentation, Program EIR
- D. Task 4 - Final Circulation Element, Public Hearings

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A. Opportunities and Options Memorandum
- B. Outreach Strategy Memorandum
- C. Draft Circulation Element
- D. Draft Environmental Justice section for the Circulation Element
- E. Sacred Lands file search
- F. Draft letter templates for Tribal Consultation
- G. Distribution List for NOP and EIR
- H. Notice of Preparation (NOP)
- I. Administrative Draft EIR (2 rounds of review)
- J. Draft EIR (2 rounds of review)
- K. Notice of Availability for Draft EIR
- L. Mitigation Monitoring and reporting Program (MMRP)
- M. Draft Response to Comments and Final EIR
- N. Response to Comments for City Council Hearings

- O. Final EIR (2 rounds of review)
- P. Notice of Determination
- Q. Final Circulation Element (including Environmental Justice)
- R. Adoption Hearing Presentations

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

- A. As needed and per mutual agreement between the Parties.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Project schedule to be established and mutually agreed-upon between the Parties.

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Principal / Director I
- B. Senior Professional II
- C. Senior Professional I
- D. Professional III
- E. GIS / CADD Specialist I
- F. Clerical / Administrative Assistant I
- G. Other Employees of Service Provider, as applicable

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A. Not applicable

**EXHIBIT "B"
COMPENSATION**

I. Compensation to Service Provider:

A. Professional Services. Not to exceed: one-hundred thirty-two thousand five-hundred fifty dollars (\$132, 550)

B. Direct Costs (\$1,500) and Reimbursable Expenses (\$4,000). Not to exceed: five-thousand five-hundred dollars (\$5,500)

C. Total Compensation. Not to exceed: one-hundred thirty-eight thousand fifty dollars (\$138,050)

II. Service Provider shall use the following rates of pay in the performance of the Services:

A. Per Hourly Rate Schedule set forth in Exhibit "D" "Proposal".

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating is an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger).

Only the following "marked" requirements are applicable and Service Provider shall provide the following scope and limits of insurance:

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

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

_____ Automobile Liability. Service provider shall maintain automobile insurance at least as board as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles.

_____ Workers' Compensation. Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

_____ Professional (Errors and Omissions) Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

Service Provider shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Service Provider agrees to maintain continuous

coverage through a period of no less than three years after completion of the services required by this agreement.

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

(a) Commercial General Liability. \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(b) Automobile Liability. No less than \$1,000,000 combined single limit for each accident.

(c) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence and Employer's Liability Insurance with limits of at least \$1,000,000.

(d) Professional Liability. \$1,000,000 per claim and in the aggregate.

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

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

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

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Service Provider maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

(d) Coverage provided by the Service Provider shall be primary and any insurance or self-insurance or maintained by Agency shall not be required to contribute to it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect is as a named insured.

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

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

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

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

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

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

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

EXHIBIT "D"
PROPOSAL FOR PROFESSIONAL SERVICES



Rincon Consultants, Inc.

209 East Victoria Street
Santa Barbara, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

April 17, 2020
Project No: 19-07542

Andrea Keefer
City of Buellton
107 W Hwy 246
Buellton, CA 93427

Via email: andrea@cityofbuellton.com

Subject: Preliminary proposal for the Update to the Circulation Element of the 2025 Buellton General Plan and preparation of a Program EIR

Dear Ms. Keefer,

Rincon is pleased to provide this preliminary proposal to support the City of Buellton (City) to update the Circulation Element of the General Plan. This letter proposal responds to the City's request for a proposal to prepare the updates, assist with community outreach, and prepare the Program Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) for the above-referenced project. Our general work program, technical approach to environmental issues, deliverable products, roles and responsibilities, and fee proposal are discussed below.

Approach and Methodology

Rincon Consultants will prepare an update to the City's Circulation Element that meets State General Plan requirements found in Government Code Section 65302(f) and is consistent with the most recent (2017) *General Plan Guidelines* prepared by the California Governor's Office of Planning and Research. These elements will tier from the adopted 2025 Buellton General Plan, taking into consideration the existing and anticipated uses, conditions, and needs to develop a set of policies and implementation measures that successfully address any impacts to the health and wellbeing of Buellton residents, employees, and visitors. We will also incorporate environmental justice considerations when developing policy approaches based on experience implementing Senate Bill 1000 for other communities.

Because further analysis and policy adoption may affect other aspects of the City's planning documents, we have included tasks to provide a comprehensive approach to land use and transportation, and to ensure consistency between the general plan elements, the Buellton Municipal Code, and any other related plans and policies. Rincon will also prepare the associated environmental documentation, which we anticipate will be a Program Environmental Impact Report (EIR).



Scope of Services by Task

Rincon's proposed work program for the Circulation Element Update involves four major components:

- Project Orientation + Opportunities and Options Memorandum + Community Outreach
- Draft Circulation Element (including Environmental Justice)
- CEQA Documentation: Program EIR
- Final Circulation Element (including Environmental Justice)

The tasks that comprise these major components of the work program are described below.

Task 1: Project Orientation + Opportunities and Options Memorandum + Community Outreach

Task 1.1 Kickoff and Project Coordination Meetings with City Staff

The initial task will be to hold a project kickoff meeting where the project scope will be refined, and key community issues identified. In coordination with City staff, we will finalize schedules, confirm project protocols, including project status reviews, and discuss details for scheduled tasks and deliverables, including the community outreach program. Rincon will use this opportunity to collect any relevant studies and information not already transmitted. As part of this task, Rincon will begin to review relevant data, including current land use mapping, local roadway and highway traffic data, and environmental justice context. We will coordinate with City staff and their selected traffic consultant to confirm the appropriate updated traffic analysis.

In addition to the kickoff meeting, Rincon will attend up to two project coordination meetings in Buellton, as needed to manage the project. The project kickoff meeting or one of the project coordination meetings may include participation in a tour of the City and visits to specific locations. A key component of this task will be finalizing a strategy to prepare a comprehensive outreach program (Task 1.3) that successfully engages stakeholders in the community.

Roles and Responsibilities

- City
 - 1) Provide copies of all applicable land use and transportation planning documents/data in electronic format.
 - 2) Provide consultant team with all GIS data available.
 - 3) Make available traffic and circulation data prepared as part of the Avenue of Flags Specific Plan (2017) and recent development project applications (2018-2020).
 - 4) City staff to assist with identifying locations for traffic counts.
 - 5) Schedule and coordinate kick-off meeting location and logistics.
- Rincon
 - 1) Prepare a data request
 - 2) Prepare for, attend, and summarize notes from kick-off meeting
- Traffic Consultant
 - 1) Attend kick-off meeting



Task 1.2 Opportunities and Options Memorandum

Rincon will review the existing Land Use and Circulation Elements and other relevant General Plan Elements, as well as related regulations and measures in the existing Municipal Code and regional programs including the County Energy and Climate Plan and Santa Barbara Association of Governments (SBCAG) Regional Transportation Plan - Sustainable Communities Strategy (RTP/SCS). Rincon will prepare an Opportunities and Options Report that identifies key issues for the City, gaps in what is being accounted for by existing plans and most recent regulations, and options to address these issues for consideration during community outreach. The existing regulatory setting will be described, including any recent state legislative requirements. This research effort will provide technical baseline information that will be used by the community and decision-makers to provide constructive input during policy development. This information will also be used in the public outreach program (Task 1.3).

Rincon will utilize existing land use maps to analyze existing uses and conditions and assess adequacy of the existing Land Use Element in meeting current and projected needs. Rincon will assist the City in identifying any areas where future growth (and what type of growth) would be most advantageous considering the environmental and economic characteristics and constraints of the City. Rincon assumes changes to the Land Use Element will include incorporation of the most recently adopted Specific Plans but will not include annexations or major land use changes or additions.

Rincon will work with the City's selected traffic consultant to document the existing transportation network and other pertinent information for inclusion in the updated Circulation Element. Rincon assumes the traffic consultant will be managed by the City and will be responsible for providing a Transportation Impact Analysis in support of the update and it will include (but not limited to) the following analysis and documentation of existing conditions:

- Conduct peak hour intersection turning movement counts
- Conduct 24 hour roadway segment counts at certain roadway segments. The existing ADT at remaining roadway segments will be calculated based on a factor from peak hour volumes.
- Verify intersection traffic control measures, approach lanes at intersections, and through travel lanes along roadway segments.
- Identify and discuss Congestion Management Program (CMP) System Roadways within the study area
- Document existing transit services within and near the City, including bus routes, park-and-ride facilities and railway network.
- Compile and document data related to additional transportation systems in the area such as, trails, bicycle paths, pedestrian paths and Neighborhood Electrical Vehicles (NEV's).
- Prepare updated long-range traffic forecasts for General Plan Buildout conditions, including vehicle miles of travel (VMT) based on industry-standard approaches to estimating trip length for passenger vehicles and trucks.

It is assumed the traffic consultant will summarize the results of their analysis in a concise memorandum with text, maps, tables, and diagrams of existing and future transportation conditions. Rincon will work with the consultant to incorporate their results into this memorandum to be presented to the community and decision makers.

Deliverable

- Opportunities and Options Memorandum



Roles and Responsibilities

- City
 - 1) Review Opportunities and Options Memorandum Outline.
- Rincon
 - 1) Draft Opportunities and Options Memorandum utilizing traffic consultant data.
- Traffic Consultant
 - 1) Identify land use changes, private development projects, traffic pattern changes, and infrastructure improvements that have occurred since the last Land Use and Circulation Element (LUCE) update (2007); City staff will assist Consultant with this task.
 - 2) Evaluate existing infrastructure (City staff will assist and will provide existing technical information).
 - a) Identify critical roadway networks, pedestrian crossing concerns, fire access roads, potential bottlenecks, choke points and other existing infrastructure challenges.
 - b) Verify intersection traffic control measures, approach lanes at intersections, and through travel lanes along roadway segments.
 - c) Compile and document existing transportation systems in the area such as, trails, bicycle paths, pedestrian paths, bus routes, park and ride facilities, railway network, and Neighborhood Electrical Vehicles (NEV's), as applicable.
 - 3) Conduct traffic counts
 - a) Conduct peak hour turning movement counts at approximately 7 intersections
 - b) Conduct 24-hour roadway segment counts at up to 10 roadway segments. The existing ADT at remaining roadway segments will be calculated based on a factor from peak hour volumes.
 - 4) Determine land use & trip generation
 - a) Work with City staff to determine the location and amount of additional development that is anticipated to occur during the planning horizon (2040) for the LUCE update.
 - b) Convert land uses into project trips, using Institute of Transportation Engineers' (ITE) Trip Generation, 10th Edition manual.
 - c) Develop trip distribution in consultation with City staff.
 - 5) Create traffic projections
 - a) Provide traffic modeling and future projections consistent with the City's land use vision.
 - b) Prepare updated long-range traffic forecasts for General Plan Buildout conditions, including both Levels of Service (LOS) at major intersections and Vehicle Miles of Travel (VMT) based on industry-standard approaches to estimating trip length for passenger and commercial vehicles.
 - 6) Determine future circulation needs and physical improvements
 - a) Document City's long-term policy goals and desired improvements, especially pertaining to State Route 246 and Complete Streets.
 - b) Work with City staff to determine future circulation needs and to identify physical improvements needed to the roadway network, intersections and potential pedestrian crossing locations (especially along State Route 246).



- c) Address opportunities for alternative transportation solutions (e.g. public transit, bikeways, pedestrian paths, alternative fuel vehicles, etc.)
- 7) Summarize results of the analysis in a concise report with text, maps, tables, and diagrams of existing and future transportation conditions.

Task 1.3 Community Outreach Strategy Memorandum

Rincon will collaborate with City staff to develop a strategy for the City’s community outreach program, including identifying the community outreach goals, appropriate stakeholders and suggestions on the format and schedule of community outreach meetings/workshops, and other outreach methods we have found to be effective for other similar programs. The goals of the outreach program will guide what input will be solicited from key stakeholders, including the City departments and advisory groups. The City will use this strategy to lead, organize, and coordinate the outreach associated with the project. The City will be responsible for creating all outreach materials, notifications, stakeholder lists, and presentations. Rincon’s Project Manager will attend up to two meetings and/or interactive public workshops in Buellton in support of the outreach program.

Deliverables

- Outreach strategy memorandum
- Attendance at two meetings/workshops (by the Project Manager)

Roles and Responsibilities

- City
 - 1) Answer outreach strategy questions.
 - 2) Review outreach strategy.
 - 3) Advertise, prepare for, and facilitate two outreach events.
 - 4) Conduct any additional outreach that may be required to fulfill Environmental Justice requirements.
- Rincon
 - 1) Develop outreach strategy memorandum.
 - 2) Project Manager to attend two outreach events.

Task 2: Draft Circulation Element (including Environmental Justice)

The tasks involved in drafting the update to the Circulation Element are described below.

Task 2.1 Draft Circulation Element

Circulation Element

Rincon will work with the City’s selected Traffic Consultant to update the Circulation Element with updated traffic modeling and goals, policies, and programs, consistent with the City’s land use vision and recent legislation (e.g. Senate Bill 375). The analysis of existing and future traffic volumes completed in Task 1.2, will be used to optimize Buellton’s transportation system to serve residents, employees, and visitors. Rincon will work with the traffic consultant to identify physical improvements needed at study roadways and intersections and determine future circulation needs to maintain a sustainable balance between environmental concerns, community objectives, and facility performance (mobility and safety). This effort will also see if there are opportunities for alternative transportation solutions that could



include public transit, bike paths, NEV's, and pedestrian paths. The Circulation Element update will also identify potential implementation measures and estimated effectiveness in reducing VMT in terms of percentage reduction of VMT for each measure.

Land Use Element

Rincon is aware that the City will also be updating its Land Use Element concurrently. Based on conversations with the City, Rincon understands that City staff will be responsible for updating the Land Use Element goals, policies, and programs to guide future land use, development, redevelopment and public investment in services, facilities and infrastructure. To aid in creating these goals and policies, the City will utilize information presented in the Opportunities and Options Memorandum (Task 1.2). This City will analyze all compiled data, and tabulate and prepare charts and matrices required for the update. Rincon may help prepare maps, as necessary. Rincon will help the City in ensuring all updates will meet State General Plan requirements found in Government Code Section 65302(f) and will be consistent with the most recent (2017) General Plan Guidelines.

Incorporation of Environmental Justice

Senate Bill 1000 requires all cities to address environmental justice issues upon update of two or more General Plan Elements. To incorporate environmental justice into the General Plan, “disadvantaged communities” must be identified and then strategies need to be developed to mitigate and reduce environment-related health risks within these communities. Rincon will work with the City to develop the most appropriate method to identifying disadvantaged communities, which may involve the CalEnviroScreen tool provided by the California Environmental Protection Agency (Cal EPA). Rincon will then incorporate policies to reduce the environmental health impacts that adversely affect residents in disadvantaged communities into the Land Use and Circulation Element. Examples include facilitating more alternative transportation and specialized project-specific air quality thresholds in these communities. Also in accordance with Senate Bill 1000, the Land Use and Circulation Elements will include policies that ensure residents of disadvantaged communities are involved in decision-making processes and prioritize improvements and projects in disadvantaged communities.

Rincon will respond to two rounds of consolidated City staff comments on the Administrative draft of the Circulation Element and Environmental Justice sections and format the document as a Public Review Draft to be distributed for the community. Rincon will submit a digital copy of the Administrative Draft Circulation Element, including supporting technical data, for City staff review, as well as a digital copy of the Public Review Draft Circulation Element.

Deliverables

- Draft Circulation Element
- Draft Environmental Justice section for the Circulation Element

Roles and Responsibilities

- City
 - 1) Review and provide comments on Circulation Element outline.
 - 2) Review and provide comments on draft Circulation Element and Environmental Justice section.
 - 3) Draft Land Use Element Update.



- Rincon
 - 1) Draft a Circulation Element outline.
 - 2) Prepare administrative draft Circulation Element incorporating traffic consultant data.
 - 3) Respond to two rounds of City comments on administrative draft Circulation Element.
 - 4) Prepare a public draft Circulation Element.
- Traffic Consultant
 - 1) Review and provide comments on administrative draft Circulation Element.

Task 3: CEQA Documentation- Program EIR

Task 3.1 Tribal Consultation

Under Assembly Bill 52, the City, as the lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of an environmental impact report. In addition, because the project would update the City's General Plan, the project must comply with the requirements of Senate Bill 18 (California Public Resources Code §65351-65352). Rincon will assist the City with tribal consultations required to comply with these regulations. Rincon will initiate this work by requesting an SB 18-specific contact list from the Native American Heritage Commission (NAHC). Rincon assumes that the City maintains a list of contacts for consultation under AB 52 but may request an AB 52 consultation list from the NAHC on behalf of the City should the City choose to request such a list from the NAHC. Rincon will request a Sacred Lands File search of the General Plan area from NAHC. Rincon will draft letter templates for Native American tribal contacts and will provide the City with a tracking sheet and detailed instructions to ensure meaningful consultation with interested Native American groups. This proposal does not include the participation by Rincon in any tribal consultation meetings. However, if meetings with Native Americans are necessary, Rincon can provide additional assistance on a time and materials basis.

Deliverables:

- Sacred Lands File search
- Draft letter templates
- Tracking sheet and detailed instructions

Roles and Responsibilities

- City
 - 1) Provide Rincon with list of Native American tribe contact list if available.
 - 2) Deliver draft letters to Native American tribes.
 - 3) Participate in Native American tribe consultation, if requested.
 - 4) Provide Rincon with results of Native American tribe consultation.
 - 5) Send correspondence to Native American tribes to conclude consultation.
- Rincon
 - 1) Requesting a SB 18-specific contact list from the Native American Heritage Commission (NAHC) if the City doesn't already have one.
 - 2) Draft letter templates for Native American tribal consultation.
 - 3) Provide tracking sheets and detailed instructions for letter distribution.



Task 3.2 Notice of Preparation

The Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) will be submitted to the City within one week following Planning Commission or City Council endorsement of the Draft Land Use and Circulation Element updates. As required by CEQA, the NOP will circulate to responsible and trustee agencies for 30 days. Because of the broad, programmatic nature of the Draft Land Use and Circulation Element updates, we will forego the preparation of an Initial Study and simply address all of the environmental checklist issues in the body of the EIR.

Deliverables

- Distribution List for NOP and EIR
- Notice of Preparation (NOP)

Roles and Responsibilities

- City
 - 1) Provide Distribution list for NOP and EIR.
 - 2) Provide contact details and template for NOP.
 - 3) Review and circulate NOP.
- Rincon
 - 1) Create a draft NOP for City review.
 - 2) Respond to City comments on NOP.

Task 3.3 EIR Scoping Meeting

During the 30-day scoping period, Rincon will attend an EIR scoping meeting. The purpose of the meeting will be to provide the community an opportunity to provide input on the EIR work scope (issues of concern, alternatives, etc.). Rincon will make a brief presentation on the Land Use and Circulation Element Updates and the environmental review process, then record all public comments received. These comments will be summarized in a memorandum to be included in an EIR appendix.

Roles and Responsibilities

- City
 - 1) Schedule, organize, and facilitate EIR scoping meeting.
- Rincon
 - 1) Attend one EIR scoping meeting.
 - 2) Develop and make a brief presentation.
 - 3) Record and respond to public comments.
 - 4) Provide a public comment summary memorandum.

Task 3.4 Administrative Draft EIR

The EIR will be presented as a Program EIR that analyzes the long-term consequences of the adoption of the Land Use and Circulation Element updates. The Project Description will constitute a summary of the Draft Land Use and Circulation Element updates. The following summarizes the tasks needed to complete the EIR.



Summary

The Summary will present a synopsis of identified environmental impacts, mitigation measures, and residual impacts in tabular format. It will also discuss such CEQA requirements as areas of known controversy and issues to be resolved.

Introduction and Environmental Setting

These sections will lay the groundwork for the substantive analysis to follow. The Introduction will describe the purpose and legal authority of the study, and a discussion of lead, responsible and trustee agencies. The Environmental Setting will provide a general description of existing conditions and geography within the study area. To the degree feasible we will rely on existing information sources to establish the current environmental setting.

Project Description

The Project Description will establish the framework upon which the environmental document will be based. As required by CEQA, the Project Description will describe: (1) the project location and characteristics; (2) lead, responsible, and trustee agencies; (3) required approvals; and (4) project characteristics with potential environmental impacts. The Project Description will estimate citywide development potential based on either a growth forecast or a set of assumptions regarding “buildout.” The Project Description will provide a level of detail to enable environmental analysis of specific project components that are known, yet be broad enough to allow environmental evaluation of some of the long-term development concepts and policies envisioned under the draft General Plan.

Environmental Impact Analysis

Each environmental issue addressed in the EIR will have four main subsections: Setting, Impacts, Mitigation Measures, and Level of Significance after Mitigation. Where possible, impacts will be quantified and their level of significance established. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively approximate potential impacts. In accordance with the Updated CEQA Guidelines that became effective on December 28, 2018, Rincon will include the two new checklist analyses (energy and wildfire) and other analyses will be in accordance with other new checklist questions within other sections (e.g. Hydrology and Water Quality).

Issues to be addressed in detail in this section include:

- Aesthetics
- Air Quality
- Cultural Resources
- Energy
- Geology
- Greenhouse Gases
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Transportation/Traffic
- Utilities/Service Systems
- Wildfire



The analysis will consider:

- General impacts associated with buildout under the draft Land Use and Circulation Element updates.
- Site-specific impacts associated with any known projects and planned physical improvements.

Rincon will prepare all of the EIR analysis sections except for transportation/traffic, which will be prepared by the City's selected traffic consultant.

Alternatives

As required by CEQA, the EIR will consider alternatives to the draft Land Use and Circulation Element updates. These will likely include alternative scenarios that have previously been developed and additional scenarios that are oriented around addressing identified significant impacts of the proposed project. Up to four alternatives, including the "no project" alternative will be studied. These will be developed in coordination with City staff. The alternatives analysis will be less detailed than the project analysis, but will identify the magnitude of each impact and associated mitigation requirements.

Other CEQA-Required Sections

This section will address other CEQA requirements, including growth inducing impacts and significant, irreversible environmental changes. Growth inducement includes both direct and indirect population and job growth, as well as the removal of potential obstacles to growth. The discussion of irreversible changes will address the General Plan Update's potential to create significant environmental effects that cannot be reversed.

Deliverable:

- Administrative Draft EIR (2 Rounds of Review)

Roles and Responsibilities

- City
 - 1) Review and provide comments on EIR Project Description.
 - 2) Review and provide comments on Administrative Draft EIR.
- Rincon
 - 1) Develop EIR Project Description for City review.
 - 2) Provide an Administrative Draft EIR for City review (not including Traffic and Circulation section that will be developed by traffic consultant).
- Traffic Consultant
 - 1) Review and provide comments on EIR Project Description.
 - 2) Develop Administrative Draft Traffic and Circulation EIR section.

Task 3.5 Draft EIR Preparation

This task will involve responding to City comments on the Administrative Draft EIR and publishing and circulating the Draft EIR for public review. As required by CEQA, the Draft EIR will circulate for a period of 45 days.



Deliverable:

- Administrative Draft EIR (2 Rounds of Review)
- Notice of Availability for Draft EIR

Roles and Responsibilities

- City
 - 1) Review responds to City comments on the Administrative Draft EIR.
 - 2) Publish and circulate the Draft EIR for public review noticing.
- Rincon
 - 1) Draft NOA for public review.

Task 3.6 Final EIR Preparation

The subtasks involved in the preparation of the Final EIR are summarized below.

Draft Responses to Comments

Following receipt of all comments on the Draft EIR, Rincon will submit draft Response to Comments for City review. After receipt of City staff comments on the draft Response to Comments report, Rincon will prepare the final Responses to Comments, which will be incorporated into the Final EIR.

Mitigation Monitoring and Reporting Program

The Mitigation Monitoring and Reporting Program (MMRP) will take the form of a detailed table that identifies mitigation measures identified in the Final EIR. The table will compile all of the mitigation measures developed within the body of the EIR, and indicate the monitoring action to occur, the timing and frequency of monitoring, and the party responsible for monitoring.

Final EIR Publication

Subsequent to City approval of the draft Responses to Comments and MMRP, Rincon will produce the Administrative Final EIR. Upon City approval of the Administrative Final EIR, we will publish the Final EIR, which will be used in the Land Use and Circulation Element update hearings.

Deliverables:

- Mitigation Monitoring and Reporting Program (MMRP)
- Draft Response to Comments and Final EIR
- Response to Comments for City Council Hearings
- Final EIR (2 Rounds of Review)
- Notice of Determination

Roles and Responsibilities

- City
 - 1) Review Task 3.6 Deliverables.
 - 2) Publish and circulate Final EIR.
 - 3) File Notice of Determination within five days of City Council approval.
- Rincon



- 1) Develop Mitigation Monitoring and Reporting Program (MMRP)
 - 2) Draft Response to Comments and Final EIR
 - 3) Respond to two rounds of City comments to create Final EIR
 - 4) Prepare Notice of Determination
- Traffic
 - 1) Assist with development of Response to Comments.

Task 3.7 CEQA Findings

Rincon will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. Rincon will prepare draft findings and facts in support of findings for each potential significant effect identified in the PEIR. The findings will include information related to whether those significant impacts identified in the PEIR will be reduced to below a level of significance by mitigation measures identified in the PEIR. In addition, the findings will discuss the reasoning for ultimately rejecting the project alternatives.

CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If any unavoidable significant impacts are identified in the PEIR, Rincon will prepare the Statement of Overriding Considerations, in coordination with the City project manager and City attorney. This scope of work assumes that if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding considerations relies on specific economic or financial factors, corresponding financial data to support these conclusions will be provided by the City. Rincon will provide a digital copy of an administrative draft of the CEQA findings to the City for review and comment, and then incorporate City comments into a final document.

Roles and Responsibilities

- City
 - 1) Review and provide comments on administrative draft of the CEQA findings.
- Rincon
 - 1) Provide a digital copy of an administrative draft of the CEQA findings to the City for review and comment, and then incorporate City comments into a final document.

Task 4: Final Circulation Element Adoption

Task 4.1 Final Land Use and Circulation Elements

This task involves incorporation of appropriate modifications to the Circulation Elements as requested by the community, Planning Commission, and City Council during the public review and adoption process. Rincon will conduct one round of revisions to address comments from staff, stakeholders, and the public into a final version of each document.

Rincon will submit a digital copy of the Circulation Element. Once the Final General Plan amendments are adopted by the City Council (Task 4.2) Rincon will return all files to the City and provide the City with digital files for any maps or graphics used in the document.



Deliverables

- Final Circulation Element (including Environmental Justice)

Roles and Responsibilities

- Rincon
 - 1) Conduct one round of revisions to address comments from staff, stakeholders, and the public into a final version of each document.
 - 2) Provide the City with digital files for any maps or graphics used in the document.

Task 4.2 Public Hearings

After completion of any desired adjustments to the Circulation Element, the City Council will be prepared to adopt the updated Circulation Element. Rincon's Project Manager will attend a total of up to two public hearings (before either the Planning Commission or City Council) and make presentations as requested by City staff.

Deliverable

- Adoption Hearing Presentation(s)

Roles and Responsibilities

- City
 - 1) Schedule public hearing for Element adoption.
- Rincon
 - 1) Project Manager will attend a total of up to two public hearings and make presentations as requested by City staff.
- Traffic Consultant
 - 1) Attend a total of up to two public hearings and make presentations as requested by City staff.



Cost

Our proposed itemized cost estimate for the above work program is \$134,046. Rincon will provide all documents in digital form and assumes all printing will be done by the City. Rincon also assumes that all filing and newspaper noticing fees will be paid by the City. The following table shows a breakdown of costs by task. Rincon proposes completion the of Element Update and CEQA process within 15 months from project initiation.



RINCON CONSULTANTS, INC.
City of Buellton, Circulation Element Update
Cost Estimate

Tasks	Rincon Labor Classification →		Principal / Director I	Senior Professional II	Senior Professional I	Professional III	GIS/CADD Specialist I	Clerical/Administrative Assistant I
	Labor Cost	Hours						
Task 1: Project Orientation + Opportunities and Options Report + Community Outreach			\$240	\$175	\$160	\$125	\$108	\$75
Task 1.1 Kickoff and Project Coordination Meetings with City Staff	\$2,475	13	6		6			1
Task 1.2 Opportunities and Options Report	\$11,083	81	4	8	12	40	16	1
Task 1.3 Community Outreach Strategy Memorandum + Meeting Attendance	\$1,835	11	2		8			1
Task Subtotal	\$15,393	105	12	26	26	40	16	3
Task 2: Draft Circulation Element (including Environmental Justice)								
Task 2.1 Draft Circulation Element (including Environmental Justice)	\$12,970	90	6	12	20	40	10	2
Task Subtotal	\$12,970	90	6	12	20	40	10	2
Task 3: CEQA Documentation - Program EIR								
Task 3.1 Tribal Consultation	\$1,403	10		2	2	5	1	
Task 3.2 Notice of Preparation	\$590	3	1	2				
Task 3.3 EIR Scoping Meeting	\$1,440	8	2		6			
Task 3.4 Administrative Draft EIR	\$56,608	418	20	10	60	300	26	2
Task 3.5 Draft EIR Preparation	\$6,466	46	2	4	12	24	2	2
Task 3.6 Final EIR Preparation	\$12,254	86	2	12	26	36	8	2
Task 3.7 CEQA Findings	\$4,010	28	2		8	18		
Task Subtotal	\$82,771	599	29	30	114	383	37	6
Task 4: Final Circulation Element + Public Hearings								
Task 4.1 Final Circulation Element	\$6,980	44	8		16	20		
Task 4.2 Public Hearings	\$3,840	20	8		12			
Task Subtotal	\$10,820	64	16		28	20		
Project Management								
Task Subtotal	\$10,592	68	14		30	10	4	10
SUBTOTAL COST	\$ 132,546	926	\$ 18,480	\$ 8,750	\$ 34,880	\$ 61,625	\$ 7,236	\$ 1,575

Direct Cost Detail

Vehicle Costs	\$ 1,000
Records Search Fee	\$ 500
Subtotal Additional Costs:	\$ 1,500

Summary

Professional Fees Subtotal	\$132,546
Direct Costs Subtotal	\$1,500
TOTAL PROJECT BUDGET	\$ 134,046



We look forward to working closely with the City and appreciate the opportunity to assist the City with this project. Please let us know if you have any questions about this proposal or need additional information.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink that reads "L. Journey".

Lexi Journey, MESM
Senior Environmental Planner

A handwritten signature in black ink that reads "Richard Daulton".

Richard Daulton, MURP
Vice President/Principal

AGREEMENT FOR SERVICES

BY AND BETWEEN

**THE CITY OF BUELLTON,
A MUNICIPAL CORPORATION**

AND

**KOA Corporation
(KOA / Crain)**

FOR

**Traffic & Circulation Study
Consultant Services**

May 2020

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF BUELLTON, CALIFORNIA
AND
KOA Corporation**

This Agreement for Services ("Agreement") is entered into as of this ____ day of May, 2020 by and between the City of Buellton, a municipal corporation ("City") and KOA Corporation, ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal for the performance of the Services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those Services.

C. Pursuant to the City of Buellton's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for eighteen (18) months commencing on the date first ascribed above, or such shorter time as it takes Service Provider to complete the Scope of Services. The Term may be extended in writing per mutual agreement by both Parties in accordance with Section 28.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and in Exhibit "D" "Proposal for Professional Services" (hereinafter "Proposal"), both of which are made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement.

The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed sixty-one thousand nine-hundred fifty dollars (\$61,950), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractors. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" includes payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work

except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any

of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service

Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Service Providers of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any

way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Service Providers of Service Provider.

(c) Indemnification from Subcontractors. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all

remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-Service Providers, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God,

acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City: City of Buellton
Attn: Scott Wolfe, City Manager
P.O. Box 1819
107 West Highway 246
Buellton, CA 93427
E-mail: scott@cityofbuellton.com

To Service Provider: KOA Corporation
Attn: Joel Falter, Project Manager/ Principal
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
E-mail: jfalter@koacorp.com

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Buellton Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators,

successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Buellton Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF BUELLTON

Scott Wolfe
City Manager

ATTEST:

Linda Reid
City Clerk

APPROVED AS TO FORM

Gregory M. Murphy
City Attorney

KOA Corporation

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Task 1 – Review Existing Plans, Reports and Policies
- B. Task 2 – Existing Conditions Analysis
- C. Task 3 – Transportation Impacts Analysis, including LOS and VMT
- D. Task 4 - Supporting Information for Circulation Element

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A. Technical Memorandum, Summary of Existing Plans, Reports and Policies
- B. Existing Conditions Analysis Documentation
- C. Transportation Impacts Analysis for CEQA (up to four scenarios)
- D. TAZ (transportation analysis zone) map for the City
- E. Traffic Analysis Report
- F. Opportunities for Alternative Transportation Solutions
- G. Identification of Capital Costs Re: Proposed Infrastructure Improvements

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

- A. As needed and per mutual agreement between the Parties.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Project schedule to be established and mutually agreed-upon between the Parties.

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Principal-in-Charge / Project Manager
- B. Deputy Project Manager
- C. Senior Engineer / Planner
- D. Senior Associate Engineer / Planner
- E. Associate Engineer / Planner
- F. Other Employees of Service Provider, as applicable

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A. Metro Traffic Data Inc. (Traffic Data Counts)

EXHIBIT "B"
COMPENSATION

I. Compensation to Service Provider:

A. Professional Services. Not to exceed: fifty-five thousand eight-hundred thirty dollars (\$55,830)

B. Direct Costs (\$4,120) and Reimbursable Expenses (\$2,000). Not to exceed: six-thousand one-hundred twenty dollars (\$6,120)

C. Total Compensation. Not to exceed: sixty-one thousand nine-hundred fifty dollars (\$61,950)

II. Service Provider shall use the following rates of pay in the performance of the Services:

A. Per Hourly Rate Schedule set forth in Exhibit "D" "Proposal" .

EXHIBIT "C" INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating is an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger).

Only the following "marked" requirements are applicable and Service Provider shall provide the following scope and limits of insurance:

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

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

_____ Automobile Liability. Service provider shall maintain automobile insurance at least as board as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles.

_____ Workers' Compensation. Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

_____ Professional (Errors and Omissions) Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

Service Provider shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Service Provider agrees to maintain continuous

coverage through a period of no less than three years after completion of the services required by this agreement.

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

(a) Commercial General Liability. \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(b) Automobile Liability. No less than \$1,000,000 combined single limit for each accident.

(c) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence and Employer's Liability Insurance with limits of at least \$1,000,000.

(d) Professional Liability. \$1,000,000 per claim and in the aggregate.

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

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

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

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Service Provider maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

(d) Coverage provided by the Service Provider shall be primary and any insurance or self-insurance or maintained by Agency shall not be required to contribute to it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect is as a named insured.

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

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

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

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

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

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

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

EXHIBIT "D"
PROPOSAL FOR PROFESSIONAL SERVICES



PROPOSAL
TRAFFIC & CIRCULATION STUDY
CONSULTANT SERVICES
CITY OF BUELLTON



FEBRUARY 14, 2020

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TO

Ms. Andrea Keefer
Planning Director
City of Buellton
107 West Highway 246
P.O. Box 1819
Buellton, CA 93427

FROM

Mr. Joel Falter
Project Manager
jfalter@koacorp.com
T: (323) 260-4703

RFP

**City of Buellton
Traffic & Circulation Study
Consultant Services**

DATE

February 14, 2020

Dear Ms. Keefer,

KOA Corporation (KOA) is pleased to provide the City of Buellton this proposal for Traffic & Circulation Study Consultant Services. The objective of the updated element will lay out a transportation plan for the City that emphasizes innovative transportation solutions and adequately manages mobility. To meet these objectives we understand that a successful process will be one where the consultant team works closely with staff to solicit and listen their input. As noted in our scope of services we will:

- Conduct transportation analysis (Level of Service and Vehicle Miles Traveled) for proposed land use as part of the General Plan
- Prepare a circulation element update that will support future land use decisions
- Develop recommendations toward a Complete Streets policy to allow for prioritization of active transportation including infrastructure recommendations and their associated capital costs
- Create polices would be developed that prepare the City for the CEQA changes for traffic analysis that would be initiated at the local level due to California State Senate Bill 743

The KOA Team is excited to present a project approach that graciously blends creative mobility strategies with practical solutions that will address the project's mobility goals. In our proposal, you will learn:

- The capabilities that our project team will bring to this project led by myself, and our planning and engineering team members;
- That the KOA team has successfully worked with a number of clients towards the successful completion and implementation of similar mobility and active transportation planning projects;
- That the KOA team has the resources to provide complete project services from planning, through engineering concepts to cost estimation to consensus building; and
- That the KOA team is immediately available to initiate work on this assignment.

I trust that upon review of our scope of services and qualifications you will find that the KOA team is the best qualified to assist Buellton with the preparation and development of Traffic & Circulation Study. We look forward to sharing ideas on meeting your project needs in more detail, should you deem our firm meritorious of providing professional services to the City.

As you will see in our proposal, assisting me will be a number of Senior Planners, Engineers, and Designers from within the KOA organization all of whom bring years of transportation planning, traffic engineering, and civil engineering/highway design experience. Their hands-on experience means that Buellton is getting a team of experts that can complete this assignment from planning, to outreach/consensus building to engineering.

In order to round out our team, we have incorporated the services of our subsidiary **Crain & Associates (Crain)** to assist in the transportation planning/engineering efforts. We have also engaged **Metro Traffic Data, Inc.** for the collection of traffic counts. This team was carefully assembled to ensure our deliverables meet, if not exceed the City's expectations and result in a positive outcome.

Thank you for this opportunity to offer our services and as a firm principal, I am authorized to make representations for the firm. I will serve as the project manager for this assignment. Ms. Diana Skidmore will serve as the Deputy Project Manager. Our Organizational Chart identifies other key members of our team. Our team's extensive project experience will ensure successful project delivery.

We acknowledge that we have received Addendum #1 and reviewed all provided documents pertaining to the RFP.

I look forward to speaking with you soon regarding our proposal. I can be reached at (323) 260-4703 or via e-mail at jfalter@koacorp.com.

Sincerely,
KOA Corporation

A handwritten signature in black ink that reads 'Joel Falter'.

Joel Falter
Principal

SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | FIRM PROFILE

FIRM BACKGROUND

Founded in 1987, KOA is a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

KOA'S ROLE AND EXPERIENCE

MOBILITY STUDY

KOA has provided corridor planning and design services for multiple jurisdictions throughout Southern California. Blending comprehensive community outreach approaches, with planning, and engineering design and support, KOA been an essential partner for agencies seeking to reach their mobility goals. For such projects, KOA has provided services such as: GIS analysis, literature and policy review, existing conditions field assessments and documentation, community meeting facilitation, translation services, engineering conceptual design support, cost estimation, project implementation, and grant writing. A signature feature to KOA's approach to such studies is constructability, where KOA's certified planners and registered civil and traffic engineers work together to ensure that corridor projects balance creative mobility approaches with widely accepted engineering standards. Such an approach has led to the successful implementation of numerous bicycle and pedestrian facilities throughout Southern California.

COMPLETE STREETS

KOA has provided complete streets services for numerous projects in California. Encompassed within the complete street planning studies have been services such as: conducting in-depth collision analyses, comprehensive multi-modal network development, project prioritization and cost estimates, transit service improvement suggestions, and public outreach coordination and presentations. KOA's planning and engineering team prides itself in providing our clients with grant-ready planning studies that have been thoroughly examined by our design team to ensure physical feasibility, constructability, and conservative cost estimates.

COMPANY OFFICIAL(S)

Shareholders: Min Zhou (CEO/President), Joel Falter (Secretary/Vice President), Juan Gutierrez (Treasurer/CFO), Walter Okitsu (Vice President), Doug Yeh (Vice President), Chuck Stephan (Vice President), Derry MacMahon (Vice President), Ming Guan (Vice President), Brian Marchetti (Vice President), Giuseppe Canzonieri (Vice President), Stephen Bise (Vice President), Carlos Velasquez (Vice President), KSOP - KOA Corporation (Trust)

Board of Directors: Jimmy Lin, Joel Falter, Walter Okitsu, Doug Yeh, Ming Guan

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Highway & Transportation Design
Program Management
Construction Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES AND NUMBER OF EMPLOYEES

Monterey Park - 62
Orange - 22
Ontario - 9
San Diego - 9
La Quinta - 1
Culver City - 10
Total: 113 Employees

PROJECT OFFICE LOCATION

1100 Corporate Center Drive,
Suite 201
Monterey Park, CA 91754
Tel: (323) 260-4703

MAIN CONTACT

Joel Falter
Project Manager
(323) 260-4703
jfalter@koacorp.com

SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | REFERENCES

[Gabriel Garcia, Traffic Engineering Manager](#)

City of Culver City Public Works Department
9770 Culver Boulevard, Culver City, CA 90232
(310) 253-5633
Gabriel.Garcia@culvercity.org

[Frank Lopez, Assistant City Engineer](#)

City of Monterey Park
320 West Newmark Ave, Monterey Park, CA 91754
(626) 307-1330
flopez@montereypark.ca.gov

[Stephen Svete, Principal Planner](#)

Rincon Consultants, Inc.
180 North Ashwood Avenue, Ventura, CA, 93003,
(805) 644-4455
info@rinconconsultants.com

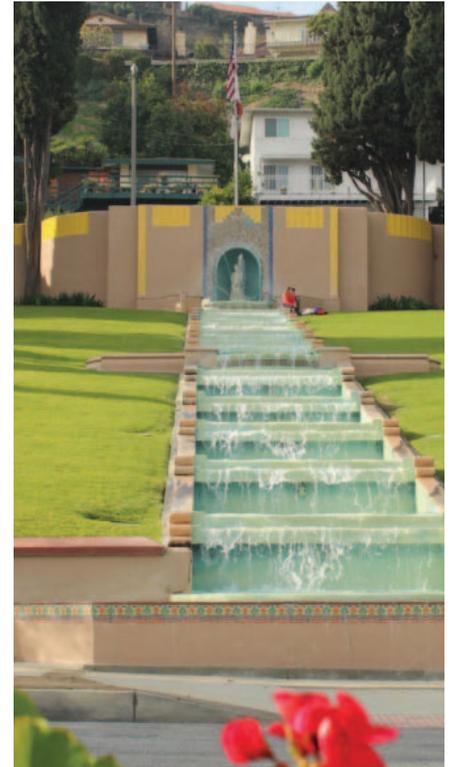
SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RELEVANT PROJECTS

MONTEREY PARK GENERAL PLAN UPDATE AND EIR

MONTEREY PARK, CA

The City of Monterey Park’s last comprehensive update to the General Plan occurred in 2001. The Monterey Park City Council determined that it is time to reevaluate the General Plan based on the effects of the Great Recession, the emerging trends in the commercial and residential development market, and the vision, goals and policies. KOA Corporation is assisting the City in updating the City’s Circulation Element for Year 2040 conditions. KOA aggregated existing conditions data, prepared a traffic impact analysis based on anticipated Year 2040 land use conditions, and is providing mobility recommendations that incorporate improved use of transit, active transportation opportunities, and leverage proximity to assets such as the Metro Gold Line.

REFERENCE - Frank Lopez, Assistant City Engineer, City of Monterey Park, 320 West Newmark Ave, Monterey Park, CA 91754, (626) 307-1330, flopez@montereypark.ca.gov



ALHAMBRA CIRCULATION ELEMENT UPDATE

ALHAMBRA, CA

KOA worked with the City of Alhambra to update the City’s Circulation Element as part of the City’s overall General Plan Update. The major components that KOA focused on included: Congestion management policies related to I-710 connections, a Complete Streets assessment prioritization of transit-supportive, pedestrian-supportive, and bicycle-supportive corridors, a First Mile/Last Mile component for the major bus corridor of Atlantic Boulevard, policy development for City preparation towards the potential CEQA changes implemented as a result of California State Senate Bill 743, and incorporation of the I-710 freeway gap closure alternatives analysis into the Circulation Element traffic analysis and conclusions. The transportation analysis focused on 40 key intersection locations that are anticipated to operate at poor levels of service in the future without focused improvements. KOA also provided input on potential mitigation measures to improve traffic flow and mobility throughout the City.

REFERENCE - Stephen Svete, Rincon Consultants, Inc., 180 North Ashwood Avenue, Ventura, CA, 93003, (805) 644-4455, info@rinconconsultants.com



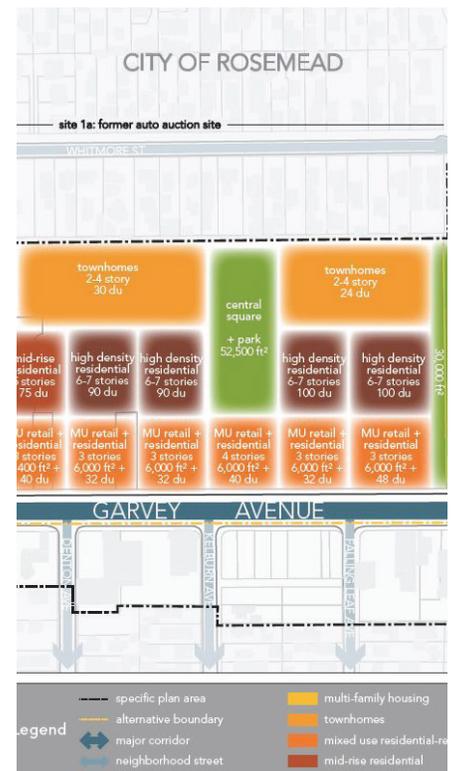
SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RELEVANT PROJECTS

ROSEMEAD GARVEY AVENUE SPECIFIC PLAN AND EIR

ROSEMEAD, CA

KOA developed a Specific Plan circulation element and environmental documentation traffic impact analysis for the proposed Rosemead Garvey Avenue Specific Plan Project. The Specific Plan was initiated to refine course land use designations identified by the General Plan for this corridor. KOA analyzed a study area that included major intersections within a focused corridor plan on Garvey Avenue between the western City limits and San Gabriel Boulevard, as well as traffic signals at interim locations along Garvey, and other selected intersections to the south on routes to and from the I-10 freeway. KOA coordinated with Caltrans to define the freeway ramp and mainline analysis, which was used to define potential impacts to the Caltrans facilities of trips generated in the Specific Plan area. The analysis conducted for Caltrans included mainline density/level of services analysis and ramp facility queuing and delay analysis. The analysis was conducted across multiple interchanges and mainline segments. The scope of work also included the analysis of alternatives; a review of existing and planned bicycle and transit facilities; development of improved bicycle, pedestrian, and transit linkages and development of focused Complete Streets concepts and roadway/intersection mitigation measures.

REFERENCE - Lisa Brownfield, Director of Planning Services, MIG, Inc., 537 S. Raymond Avenue, Pasadena, California 91105, (626) 744-9872, lisab@migcom.com

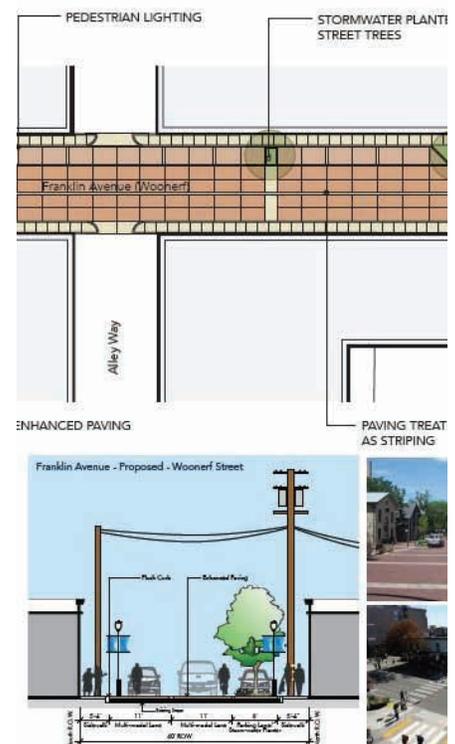


EL SEGUNDO SMOKEY HOLLOW SPECIFIC PLAN BELL GARDENS CITYWIDE COMPLETE STREETS

EL SEGUNDO, CA

KOA provided traffic/circulation and parking analysis and recommendations to the project team, for this Specific Plan Update, to assist in promoting new development within the Plan area, focusing on high-tech, entertainment and business incubator industries and related support services. The area is transitioning away from traditional light industrial uses that historically had served the local aerospace and oil refinery industries. The City's overall goal for the area, however, is to create a unique mixed-use office/industrial district. KOA to conducted a traffic analysis of constraints and subsequently impacts of opportunity sites and/or land use changes, conducted a parking study to identify the general availability on-street parking and its configurations and regulations, examined pedestrian walking routes, transit access via an existing City shuttle service that links corporate areas to the downtown area, and linkages to the existing and future bicycle facility network, and recommend improvements to these routes and linkages. An analysis of the downgrading of a Secondary Arterial classification to a commercial collector classification was included in the effort.

REFERENCE - Genevieve Sharrow, Project Manager, MIG, Inc., 537 S. Raymond Avenue, Pasadena, California 91105, (626) 744-9872, genevieves@migcom.com



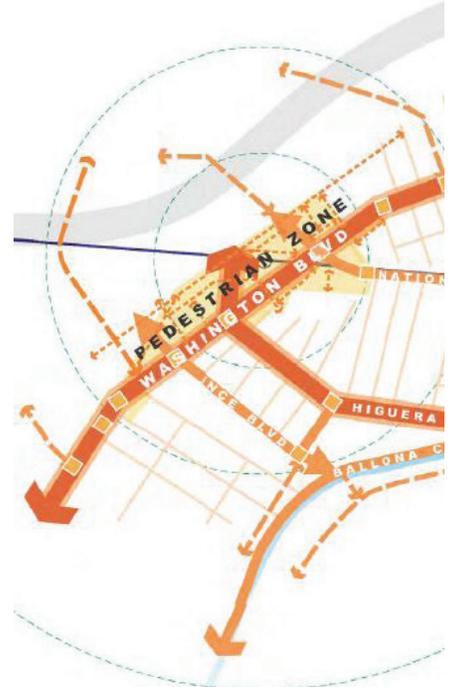
SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RELEVANT PROJECTS

CULVER CITY TOD VISION STUDY

CULVER CITY, CA | KOA

The Visioning Study focused on the future of mobility in Culver City around the Transit-Oriented Development (TOD) District with the Expo Station at its core, exploring linkages with Downtown and the surrounding neighborhoods. The goal is to increase the viability of alternative mobility modes for residents and other users by developing more and better choices. Priorities are defined as pedestrians first, transit next, then bikes, and finally cars. KOA provided recommendations for both near-term improvements and longer-term strategies include a perimeter parking and circulation plan to discourage cut-through traffic; improved access points to major employment centers; a system of flexible, on-demand micro-transit with dedicated street lanes and strategic connections; a Complete Streets re-design for Washington Boulevard as the area’s main spine; a comprehensive network of bike routes and bike facilities; more frequent and improved crosswalks for pedestrian priority and other neighborhood protection measures; an expanded transit oriented development district with a new specific plan; and a robust transit demand management program ultimately for city-wide application.

REFERENCE - Gabriel Garcia, Traffic Engineering Manager, City of Culver City Public Works Department, 9770 Culver Boulevard, Culver City, CA 90232, (310) 253-5633, Gabriel.Garcia@culvercity.org

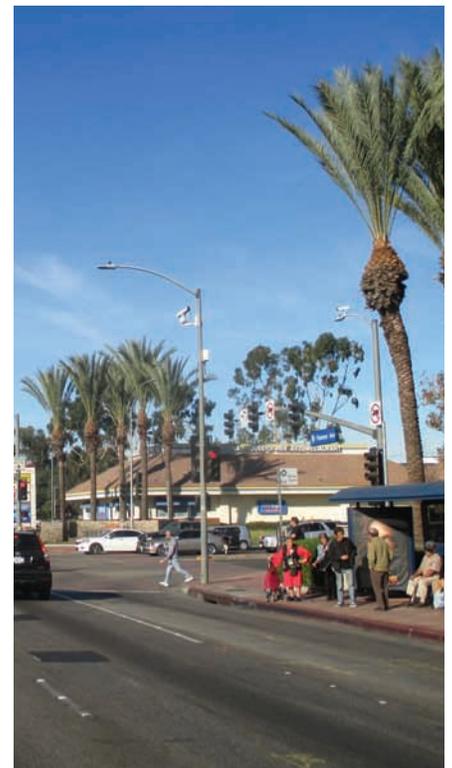


BELL GARDENS CITYWIDE COMPLETE STREETS

BELL GARDENS, CA

KOA is currently conducting planning and design services for the City of Bell Gardens Complete Streets plan. KOA is working closely with City staff to develop a tailored community outreach plan that is inclusive of all the City’s residents. Using input acquired from the public outreach events and collected by staff, KOA is developing a complete streets plan for the major street typologies in the City. This includes recommendations for addressing traffic safety, vehicle/pedestrian conflicts, and recommendations to accommodate all modes of transportation. The plan will be prepared in partnership with City staff and will be designed for the City to pursue to easily pursue construction funds. Making the plan unique is that it specifically recommends treatments for local streets with the goal of reducing vehicle speeds, cut-through traffic, and providing residents who choose to walk and bike a safe and pleasant alternative to arterial corridors.

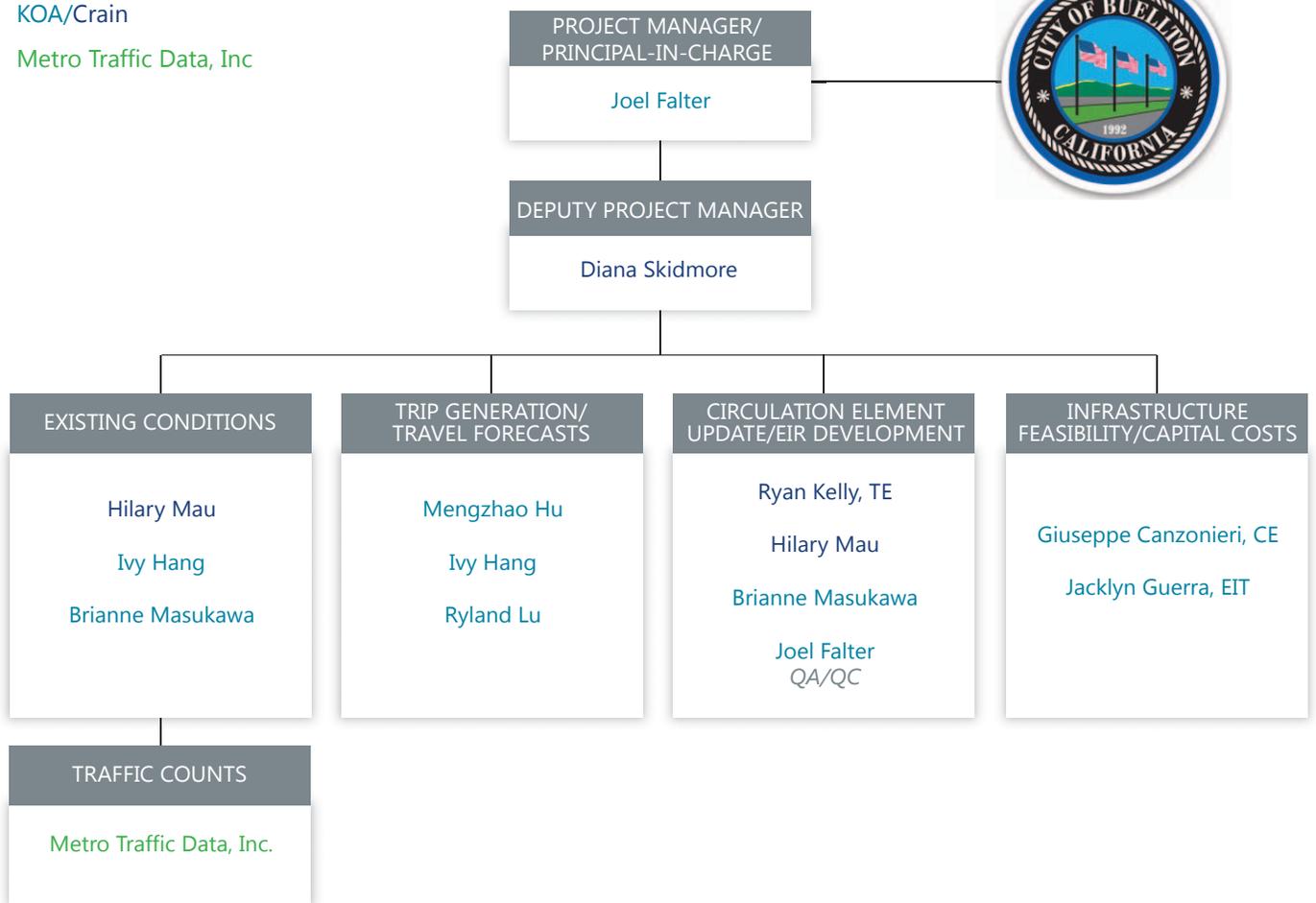
REFERENCE - Chau Vu, Public Works Director, City of Bell Gardens, 8327 Garfield Avenue, Bell Gardens, CA 90201, (562) 806-7770, cvu@bellgardens.org



SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | ORG CHART

LEGEND:

- KOA/Crain
- Metro Traffic Data, Inc



SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RESUMES

JOEL FALTER

PROJECT MANAGER

KOA

Mr. Falter has 40 years of experience in the field of transportation planning and engineering. He has worked on projects addressing bikeway planning and safety education, pedestrian circulation, First Last Mile planning complete streets, active transportation, and neighborhood traffic management plans. He has prepared many area-wide transportation plans, traffic engineering studies as well as parking, complete streets, active transportation, neighborhood circulation, goods movement and pedestrian studies for agencies, cities, counties, and private development projects. He has also participated in the preparation of numerous CEQA/NEPA documents Mr. Falter has developed and applied a wide range of travel forecasting models for a variety of planning studies. He is experienced in working with the public to help develop consensus on controversial and/or challenging projects. He has also published articles and led webinars on a variety of transportation subjects.

RELEVANT EXPERIENCE

- Alhambra General Plan Update EIR, Alhambra
- Rancho Higuera Neighborhood Traffic Management Plan, Culver City
- Transit Oriented Development (TOD) Vision Study, Culver City
- Smoky Hollow Specific Plan Traffic/Parking Study, El Segundo
- Metro East San Fernando Valley Transit Corridor Study, Los Angeles
- Bell Gardens Citywide Complete Streets, Bell Gardens
- Montebello Circulation Element / EIR, Montebello



EDUCATION

MS, Transportation Engineering, University of California, Berkeley, CA
 BS, Transportation and Regional Planning, State University of New York at Buffalo, NY

PROFESSIONAL AFFILIATIONS

Women's Transportation Seminar (WTS), Member
 American Planning Association (APA), Member

DIANA SKIDMORE

DEPUTY PROJECT MANAGER

Crain & Associates

Ms. Skidmore has been with Crain & Associates since 1990, and in her tenure has assisted with many aspects of traffic and parking analyses, site planning, engineering design, and project management. Her unique design background provides her with a foundation to contribute insightful and creative solutions to challenging transportation projects. She has served as Project Manager for complex projects such as 8550 Santa Monica Boulevard, UCLA Geffen Hall, UCLA Luskin Conference Center, two local Veterans Affairs health facilities, Village at Playa Vista, the Union Pacific LACTC East Extension, and Wilshire Grand 7th Street streetscape. In addition, she has served in an advisory role for numerous project parking facilities with challenging issues and for which she provided expeditious and creative parking, circulation, and management solutions.

RELEVANT EXPERIENCE

- Veterans Affairs West Los Angeles Health Center Master Plan, Los Angeles
- Fox Studios Master Plan, Los Angeles
- UCLA Geffen Hall/CHS Parking, Los Angeles
- Apex and Concerto, Los Angeles
- Exposition Phase II Bicycle Path Design, Santa Monica
- Chevron Refinery Land Farm Parking Lot, El Segundo



EDUCATION

BA, Southern California Institute of Architecture (Urban Planning and Design Emphasis), Los Angeles, CA

PROFESSIONAL AFFILIATIONS

Southern California Development Forum
 Urban Land Institute
 Westside Urban Forum

SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RESUMES

HILARY MAU

EXISTING CONDITIONS | CIRCULATION ELEMENT UPDATE/EIR DEVELOPMENT

Crain & Associates

Ms. Mau has been with Crain & Associates for over four years assisting with the preparation of transportation planning project studies for various projects throughout the Southern California region. Prior to her tenure with Crain & Associates, she worked at KOA for six years as an Assistant Planner. Her recent responsibilities include preparation and review of transportation impact studies, parking supply and demand studies, shared parking analyses, traffic circulation and access studies, mitigation monitoring reports, and traffic signal warrant analyses. She has experience using software that includes Synchro/SimTraffic, Traffix, and Highway Capacity Software (HCS).

RELEVANT EXPERIENCE

- Metro East San Fernando Valley Transit Corridor, Los Angeles
- Veterans Affairs West Los Angeles Health Center Master Plan, Los Angeles
- Fox Studios Master Plan, Los Angeles
- Equinox (9601 Wilshire Boulevard), Beverly Hills
- 9150 Wilshire Boulevard Medical Office, Beverly Hills
- 9301 Wilshire Boulevard Office, Beverly Hills
- O’Gara Coach Company, Beverly Hills
- Chevron Extra Mile, Bell Gardens



EDUCATION

MS, Urban and Regional Planning, California State Polytechnic University, Pomona, CA
 BA, Environmental Studies, University of California, Santa Cruz, CA

IVY HANG

EXISTING CONDITIONS | TRIP GENERATION/TRAVEL FORECASTS

KOA

Ms. Hang has more than 10 years of experience in transportation/transit planning. Ms. Hang has prepared numerous traffic impact studies, parking studies, and sections of environmental documents. She has performed traffic operation analyses, construction impact analyses, parking demand and shared parking analyses, signal warrant analyses, vehicle queuing calculations, etc. She is proficient in data collection and managing large datasets and is an expert in Geographic Information Systems (GIS).

RELEVANT EXPERIENCE

- Monterey Park General Plan Update and EIR, Monterey Park
- Alhambra General Plan Update EIR, Alhambra
- Smoky Hollow Specific Plan Traffic/Parking Study, El Segundo
- Montebello Circulation Element EIR, Montebello
- East LA Specific Plan EIR, Los Angeles
- Metro East San Fernando Valley Transit Corridor Study, Los Angeles
- Rosemead Boulevard Safety Enhancement and Beautification Project, Temple City
- California High Speed Rail – Burbank to Los Angeles to Anaheim Corridor, Los Angeles



EDUCATION

BS, Urban & Regional Planning, California State Polytechnic University, Pomona, CA
 Minor, Geographic Information Systems, California State Polytechnic University, Pomona, CA

CERTIFICATIONS

Certificate in Geographic Information Systems in Environmental Technology

SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RESUMES

MENGZHAO HU

TRIP GENERATION/TRAVEL FORECASTS

KOA

Ms. Hu is a Senior Planner with more than 14 years working experience. She specializes in travel demand modeling and traffic impact studies. Her modeling experience encompasses using regional travel demand models in Southern California, including the SCAG Model, Metro Model, OCTAM, and the RCTC model. She is familiar with transportation modeling software, including TransCAD, Viper, Tranplan, TP+, CUBE and EMME. Mengzhao has conducted traffic impact analysis for large highway/transit corridor studies, general plans/specific plans, and a variety of private development projects. After the CEQA guidelines adopted the Vehicle-Miles-Traveled (VMT) as the main transportation impact metric, Mengzhao has provided VMT analysis for more than ten projects.

RELEVANT EXPERIENCE

- SCAG 2012 Regional Model Development, Los Angeles
- LA Metro Travel Demand Model, Los Angeles
- Citywide Operational Model and VMT Thresholds, Laguna Beach
- Monterey Park General Plan Update and EIR, Monterey Park
- Alhambra General Plan Update EIR, Alhambra
- Metro Purple Line Transit Neighborhood Plan CEQA and VMT Analysis, Los Angeles
- Blue Line Artesia Station TOD Study and VMT Analysis, Compton



EDUCATION

MS, Planning, University of Southern California, Los Angeles, CA
 BS, Urban Planning, Tongji University, Shanghai, China

RYLAND LU

TRIP GENERATION/TRAVEL FORECASTS

KOA

Mr. Lu has worked on several transportation planning projects. His recent projects involve Traffic Impact Studies and Safe Routes to School Projects for the cities of Burbank, Los Angeles and Santa Clarita. As part of these projects, Mr. Lu has analyzed traffic impacts using a variety of software and methods and has completed warrant analyses for various traffic control devices. He also has experience in facilitating plan outreach in both English and Spanish.

RELEVANT EXPERIENCE

- Safe Routes to School Plans for the Top 50 Schools with Most Need, City of Los Angeles Department Of Transportation
- Safe Routes to School, Burbank
- Safe Routes to School, Santa Clarita
- Bicycle and Pedestrian Master Plan, Commerce
- East-West Valley Interceptor Sewer, Los Angeles
- HACLA Rose Hill Courts, Los Angeles
- 1501 West 6th Street TIS, Los Angeles
- Wilshire Purple Line TNP, Los Angeles
- Monterey Park Garvey/Garfield, Monterey Park
- 1st and Broadway Park, Los Angeles



EDUCATION

BA, History and Global Studies, University of California, Los Angeles, CA
 MURP, Urban & Regional Planning, University of California, Los Angeles, CA

SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RESUMES

RYAN KELLY, TE

CIRCULATION ELEMENT UPDATE/EIR DEVELOPMENT

Crain & Associates

Mr. Kelly has worked in the field of traffic engineering and transportation planning since 2001. He has prepared numerous parking studies, transportation impact and access studies, transportation sections of environmental documents, traffic feasibility studies, and corridor studies for various public and private sector clients. He has performed parking demand and shared parking analyses, traffic operations analyses, traffic signal warrant analyses, construction traffic impact analyses, vehicle queuing calculations, sight distance analyses, and on-site circulation and safety reviews. He also has been responsible for parking inventories, demand studies, access surveys, and supervising empirical data collection. He has managed traffic engineering design projects, including those requiring coordination with multiple agencies. He is well versed in the jurisdictional requirements and procedures for transportation and parking analyses and design for the City of Beverly Hills and surrounding jurisdictions.

RELEVANT EXPERIENCE

- Century Plaza Mixed-Use Development, Los Angeles
- Cartier, Beverly Hills
- Wilshire Curson Residential Project, Los Angeles
- UCLA Long Range Development Plan Amendment (2017) and Student Housing Projects, Los Angeles



EDUCATION

MS, Civil Engineering (Transportation),
University of Texas, Austin, TX
BS, Civil Engineering, University of
Massachusetts, Amherst, MA

REGISTRATIONS

Professional Engineer,
(Traffic), CA #2547

BRIANNE MASUKAWA

EXISTING CONDITIONS | CIRCULATION ELEMENT UPDATE/EIR
DEVELOPMENT

KOA

Ms. Masukawa has experience in transportation planning projects aimed at developing and improving multimodal connections in Southern California. Over the past few years, she accumulated experience performing public outreach, writing grant narratives, and collecting bicycle and pedestrian counts for active transportation projects at non-profit bike and pedestrian organizations, community partnerships, and municipal and state agency offices in San Diego and Los Angeles.

RELEVANT EXPERIENCE

- Monterey Park General Plan Update and EIR, Monterey Park
- Alhambra General Plan Update EIR, Alhambra
- Smoky Hollow Specific Plan Traffic/Parking Study, El Segundo
- Bell Gardens Citywide Complete Streets, Bell Gardens
- Safe Routes to School Plans for the Top 50 Schools with Most Need, City of Los Angeles Department Of Transportation
- Commerce Bicycle and Pedestrian Master Plan, Commerce
- SCAG Huntington Drive Safe Streets Corridor Plan, San Marino



EDUCATION

MURP, Urban & Regional Planning,
University of California, Los Angeles,
CA

BA, Urban Studies and Planning,
University of California, San Diego, CA

SECTION 1: ORGANIZATION, CREDENTIALS AND EXPERIENCE | RESUMES

GIUSEPPE CANZONIERI, CE

INFRASTRUCTURE FEASIBILITY/CAPITAL COSTS

KOA

Mr. Canzonieri has performed numerous projects for both public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing & striping design, traffic control design, construction specifications and cost estimates. He has served as project manager on many civil and traffic engineering design projects for the Cities of Rancho Palos Verdes, Thousand Oaks, Los Angeles, West Hollywood, Santa Monica and Arcadia. Mr. Canzonieri is also known for his quality control capabilities and providing clients with high quality construction documents.

RELEVANT EXPERIENCE

- Bell Gardens Citywide Complete Streets, Bell Gardens
- Rancho Higuera Neighborhood Traffic Management Plan, Culver City
- HSIP Traffic Signal Upgrade and Left Turn Phasing, Culver City
- Rosemead Boulevard Safety Enhancements Design/Study, Temple City
- Fountain Avenue Traffic Safety Study, West Hollywood
- Pico Rivera HSIP Cycle 8 Traffic Signal Improvements, Pico Rivera
- Allen Avenue Improvements, Pasadena
- HSIP Cycle 7 Santa Anita Traffic Signal Improvement Project, South El Monte
- Federal HSIP Cycle 5 Pedestrian Improvements at 21 Intersections Project, Manhattan Beach



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

REGISTRATIONS

Professional Engineer
(Civil), CA #79006

JACKLYN GUERRA, EIT

INFRASTRUCTURE FEASIBILITY/CAPITAL COSTS

KOA

Ms. Guerra has experience in preparing signing and striping plans, utility plans, street improvement plans, traffic signal plans, and traffic control plans. She has also assisted in the design of temporary traffic controls, and Class II Bikeways. She has performed extensive field work, including measuring and recording characteristics and components of existing road section/intersection and traffic signal wiring.

RELEVANT EXPERIENCE

- Bell Gardens Citywide Complete Streets, Bell Gardens
- Safe Routes to School Plans for the Top 50 Schools with Most Need, City of Los Angeles Department Of Transportation
- Overland Avenue Complete Streets Feasibility Study, Culver City
- Culver City Pavement Rehabilitation Project, Culver City
- City of Arcadia Traffic Signal Design Project, Arcadia
- Manhattan Beach Pedestrian Improvements, Manhattan Beach
- PAAP L-2000 Worksite Traffic Control Plans, Los Angeles



EDUCATION

MS, Civil Engineering, California State Polytechnic University, Pomona, CA

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

REGISTRATIONS

Engineer-In-Training

SECTION 2: UNDERSTANDING THE SCOPE OF WORK

This scope of work and related fee are for transportation-related tasks associated with the General Plan update environmental analysis, Circulation Element update for the City of Buellton.

PROJECT UNDERSTANDING

It is our understanding that the General Plan update shall include an update to the Circulation Element. The updated element will lay out a transportation plan for the City that emphasizes innovative transportation solutions and adequately manages mobility.

The major components of the scope of work included here will meet the primary objectives of the LUCE and include the following:

- Conduct transportation analysis (Level of Service and Vehicle Miles Traveled) for proposed land use as part of the General Plan
- Prepare a circulation element update that will support future land use decisions
- Develop recommendations toward a Complete Streets policy to allow for prioritization of active transportation including infrastructure recommendations and their associated capital costs
- Recommend polices that facilitate the City for the CEQA changes relevant to traffic analyses that would be initiated at the local level to comply with California State Senate Bill 743

SCOPE OF WORK

This section summarizes the key tasks and work elements the KOA-Crain team will undertake in the preparation of the Circulation Element Update and EIR Transportation Section/Report.

TASK 1: REVIEW EXISTING PLANS, REPORTS AND POLICIES

- A. The KOA-Crain team will coordinate with the City to acquire the existing Circulation Element and any other transportation-related documents/plans and policies to review and provide a general assessment on how they address transportation issues.

We will review relevant documents including the Avenue of Flags Specific Plan, the most recent development applications, Santa Ynez Valley Transit services, the Buellton Bikeway and Pedestrian Master Plan, Santa Barbara County Bicycle Master Plan and City plans for new bicycle facilities, as well as school and other core locations, to determine a potential network of bicycle-supportive, pedestrian-supportive, roadway corridors. Relevance to State guidelines and national legislation regarding Complete Streets will be discussed in the section text.

We will identify areas of need as a part of the circulation element update.

Deliverable: We will prepare a summation of the reports and documents in a tech memo. This will establish a framework for the development of the Circulation Element update and EIR technical study report.

Timeline: Begin within one week of NTP.

TASK 2: EXISTING CONDITIONS ANALYSIS

- A. We will coordinate with the City to collect information on existing street characteristics and configurations, review traffic and transportation-related planning documents, and review existing and proposed active transportation and transit-related infrastructure and facilities.

SECTION 2: UNDERSTANDING THE SCOPE OF WORK

- B. We will analyze available traffic/parking information, and collect/conduct transit and collision data analysis. As part of this effort, we will collect traffic counts at up to seven signalized intersections throughout the City. The intersection turning movement counts will be conducted from 7:00am to 9:00am and from 4:00pm to 6:00pm during weekday periods or as recommended by the City Traffic Engineer. Weekday daily traffic counts (ADT) will be taken at up to 10 roadway segments, as background traffic information on area roadway hierarchy.
- C. We will conduct fieldwork to survey roadway segments and study intersections within the City at select locations (up to 7 intersections and 10 segments). The field inventory will include collecting roadway approach configurations and geometry, control configuration, neighboring land uses, on-street parking, Neighborhood Electrical Vehicle facilities, and other relevant data.

During this exercise, we will also review sidewalk conditions, transit bus stops and facilities, and areas with existing and proposed bicycle facilities. Documentation of their condition will be summarized in tables and figures.

TASK 3: TRANSPORTATION IMPACTS ANALYSIS (LOS AND VMT)

The recently updated CEQA Guidelines indicate that a project's effect on automobile delay shall not constitute a significant environmental impact, which means Level-of-Service (LOS) analysis is no longer needed for CEQA purposes. VMT has replaced LOS as the main measure of transportation impacts. However, for general plan updates, the City can, and has chosen to conduct LOS analysis for intersections and roadway segments, as a way to assess the operational efficiency of the city's roadway network. For this project, we propose to conduct both VMT analysis and LOS analysis for up to four scenarios that might include:

- Existing year scenario
- Future year 2040 base scenario (no project)
- Future year 2040 proposed land use scenario 1
- Future year 2040 proposed land use scenario 2

TRAVEL DEMAND MODEL

A regional or sub-regional travel demand model is needed to estimate future traffic volumes and VMT. The current SBCAG Land Use and Travel Model covers the entire study area of Buellton. It is a four-step model in TransCAD with a couple of special features:

- A land use model for allocating regional growth forecast
- A population synthesizer for generating persons and households

SBCAG is also working jointly with the Monterey and San Luis Obispo Councils of Government on an Activity Based model that will be completed in the summer 2020 and its application and availability for the preparation of the Circulation Element is unclear. Therefore, we propose using the existing SBCAG model.

We will provide a TAZ (transportation analysis zone) map to the City, for use in processing land use data. It is assumed that Geographic Information Systems (GIS) files will be exchanged directly between KOA-Crain and the City/Rincon for this purpose. The land use data will be converted to population and employment data, which will be the inputs for the model's trip generation step. We will coordinate directly with SBCAG staff to complete future travel forecast estimates for each land use scenario. We will summarize the methodology and assumptions in a memorandum for review and approval by City Planning staff prior to completing the travel forecasts.

SECTION 2: UNDERSTANDING THE SCOPE OF WORK

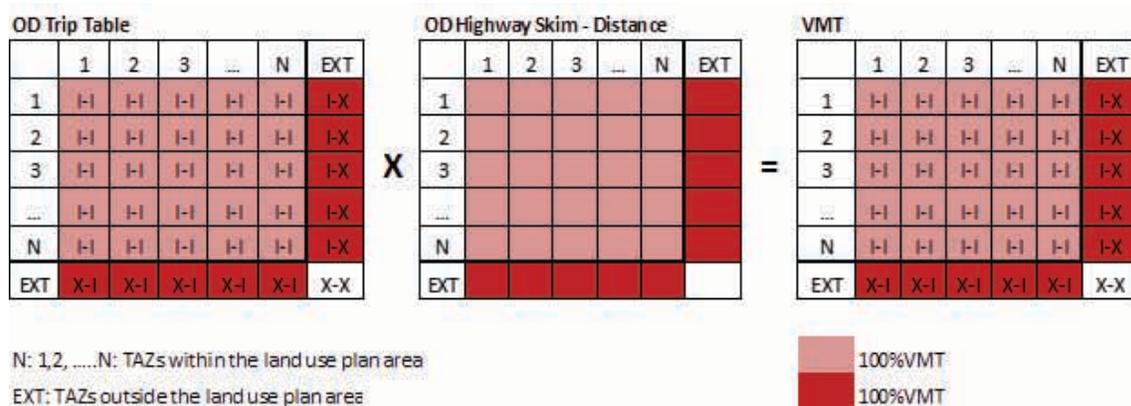
TRANSPORTATION IMPACT ANALYSIS (LOS)

We will conduct LOS analysis for up to seven intersections and 10 roadway segments for each scenario. The traffic counts will be utilized to analyze the existing year scenario. For the future year base scenario, we will develop the vehicle turning movement volumes for the year 2040 base scenario, by utilizing the NCHRP765 methodology (also referred as the Furness Methodology). In addition to the existing year traffic counts, base year and future year link volumes will be extracted from the SBCAG loaded highway network. For the impact analysis, we are able to use the Synchro, Vistro or other software packages for the intersection LOS analysis. We are familiar with both the Intersection Capacity Utilization (ICU) and the Highway Capacity Manual (HCM) methodologies for assessing intersection traffic operation. The LOS methodology and thresholds to be used for this project will be determined jointly with the City.

TRANSPORTATION IMPACT ANALYSIS (VMT)

According to the Technical Advisory of the newly updated CEQA Guidelines, agencies should analyze VMT outcomes of land use plans (general plan, specific plan, etc.) across the full area over which the plan may substantively affect travel patterns, including beyond the boundary of the plan or jurisdiction’s geography. Therefore, the most appropriate approach to assess VMT of a general plan would be to multiply the Origin-Destination (O-D) trip table with the distance table in the highway skims, as demonstrated in Figure 1.

Figure 1: VMT Calculation for a Land Use Plan Project, O-D Trip Table and Highway Skims Method



As shown in Figure 1, the VMT for a land use plan is calculated by adding:

- The VMT associated with trips traveling within the general plan boundaries (internal-internal trips, or I-I trips) and
- The VMT associated with trips with an origin or destination outside of the general plan boundaries (internal – external trips, or I-X trips, external – internal trips, or X-I trips)

The *Technical Advisory* indicated that a general plan, area plan, or community plan may have a significant impact on transportation if proposed new residential, office, or retail land uses would in aggregate exceed the respective thresholds recommended by each individual land use type. However, it would be hard to separate the VMT by land use in a general plan. Since the VMT measurement will be conducted in the SBCAG Model, a threshold based on VMT per service population (population plus employment) compared with the existing conditions might be the most feasible option to determine transportation impacts.

Note, we will ensure consistency with the overall project schedule, however, this task will take place upon concurrence with the Public Works department regarding our analysis methodology and receipt of General Plan land use data from the Planning Department.

SECTION 2: UNDERSTANDING THE SCOPE OF WORK

TASK 4: CIRCULATION ELEMENT

- A. We will review the results of the existing conditions traffic analysis and make recommendations for street classification types, transit service improvements, and complete streets opportunities.
- B. We will develop cross-sectional diagrams for up to 10 prototypical locations within the City. The information collected during the Existing Conditions task such as: sidewalk width, curb lane widths, travel lane widths, and median or center two-way left-turn lane widths (as applicable) – in existing and potential future cross-sections, will be used to illustrate concepts within the Complete Streets policy recommendations.
- C. We will develop goal, policy, and action recommendations that will support the implementation of the Circulation Element.
- D. We will work with City staff to determine future circulation needs and to identify physical improvements needed to the roadway network, intersections and potential pedestrian crossing locations (especially along State Route 246). Document City’s long-term policy goals and desired improvements, especially pertaining to State Route 246 and Complete Streets.

DELIVERABLES

- A. We will produce a standalone traffic analysis report that provides recommendations for the mitigation of significant buildout traffic impacts within the study area, if any. The report will include the appropriate maps showing the study area, study intersections and locations of the area projects, diagrams showing peak hour turning movement volumes at the study intersections for each scenario, and trip distribution percentages. Traffic impacts resulting from LOS methodology and VMT analysis and all calculations will also be provided.

The report will also include discussion on street classification recommendations, existing and proposed cross-sections, and connectivity recommendations for active transportation modes and other improvements to facilitate non-vehicular travel.

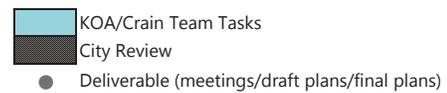
- B. We will address opportunities for alternative transportation solutions, including transit network companies, transit, bikeways, pedestrian paths, and alternative fuel vehicles policies.
- C. We will identify the capital costs associated with all proposed infrastructure improvements that are recommended in the Circulation Element.

PROJECT ADMINISTRATION, COORDINATION AND MEETINGS

- A. We will attend a project kick-off meeting, one project coordination meeting and one community outreach meeting. We will work with staff to determine which meetings best meet staff and project needs.
- B. We will provide the city with weekly updates on work progress via email or a conference call.
- C. We will invoice the City monthly. Each invoice will include a progress report on the previous months’ activities.

SECTION 3: TASKS & TIMELINE

PROJECT SCHEDULE	2020									
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Project Administration, Management, and Coordination										
Project Kick-Off Meeting	●									
Coordination Meetings				●			●			
Project Management										
Review Existing Plans, Reports, and Policies										
Document and Policy Review										
Preparation of Tech Memo										
Existing Conditions Analysis										
Field Reconnaissance										
Traffic Data/Counts										
Transportation Impacts Analysis (LOS and VMT)										
Develop Trip Generation Assumptions/Rates										
Develop Travel Forecast Tool										
Traffic Impact Analysis - LOS										
Traffic Impact Analysis - VMT										
Circulation Element										
Circulation Plan Recommendations Including Classifications/Complete Streets										
Cross-Sections and Graphics										
Develop Capital Cost Estimates										
Policy Recommendations										
Circulation of Draft Pedestrian Plan										
Draft Circulation Element and Traffic Study Report										
Final Circulation Element and Traffic Study Report										



SECTION 4: STANDARD PROFESSIONAL SERVICES AGREEMENT

KOA has reviewed and accepted the City's Standard Professional Services Agreement.

SECTION 5: FEES

Fee Proposal: City of Buellton Circulation Plan Update

Dated: February 14, 2020

 1100 Corporate Center Drive, Suite 201 Monterey Park, CA 91754	KOA CORPORATION						KOA TOTAL
	PRINCIPAL-IN-CHARGE / PROJECT MANAGER	DEPUTY PROJECT MANAGER	SENIOR ENGINEER/P LANNER	SENIOR ASSOCIATE ENGINEER/P LANNER	ASSOCIATE ENGINEER/P LANNER	OTHER DIRECT COSTS (TRAVEL AND MATERIALS)	
Hourly Rates (Fully Burdened):	\$225.75	\$225.75	\$189.00	\$131.25	\$105.00		
Project Administration, Coordination, and Meetings							
Project Kick-Off Meeting	6	6				\$60	\$2,769.00
Coordination Meetings	12	12				\$60	\$5,478.00
Project Management	2	8					\$2,257.50
SUBTOTAL	20	26				\$120	\$10,504.50
TASK 1: Review Existing Plans, Reports, and Policies							
1.1 Document and Policy Review		1		4	10		\$1,800.75
1.2 Preparation of Tech Memo	1	2					\$677.25
SUBTOTAL	1	3		4	10		\$2,478.00
TASK 2: Existing Conditions Analysis							
2.1 Field Reconnaissance		2		4	24		\$3,496.50
2.2 Traffic Data/Counts		1		2		\$4,000	\$4,488.25
SUBTOTAL		3		6	24	\$4,000	\$7,984.75
TASK 3: Transportation Impacts Analysis (LOS and VMT)							
3.1 Develop Trip Generation Assumptions/Rates		2	6	4	12		\$3,370.50
3.2 Develop Travel Forecast Tool	1	2	20	8	24		\$8,027.25
3.3 Traffic Impact Analysis - LOS		2	4	8	24		\$4,777.50
3.4 Transportation Impact Analysis - VMT	1	4	8	8	24		\$6,210.75
SUBTOTAL	2	10	38	28	84		\$22,386.00
TASK 4: Circulation Element							
4.1 Circulation Plan Recommendations including Classifications/Complete Streets	1	2	8	16			\$4,289.25
4.2 Cross Sections and Graphics		1	4		28		\$3,921.75
4.3 Develop Capital Cost Estimates	1		2		8		\$1,443.75
4.4 Policy Recommendations		2	8				\$1,963.50
SUBTOTAL	2	5	22	16	36		\$11,618.25
TASK 5: Circulation Element and Documentation							
5.1 Draft Circulation Element and Traffic Study Report	1	6	12				\$3,848.25
5.2 Final Circulation Element and Traffic Study Report	1	4					\$1,128.75
SUBTOTAL	2	10	12				\$4,977.00
TOTAL SERVICES	27	57	72	54	154	\$4,120.00	\$59,948.50

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CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: May 14, 2020

Subject: Discussion Regarding Flag Pole on Median 2

BACKGROUND

On March 9, 2020, construction began on the improvements to Median 2 on Avenue of Flags. This work involves the removal of turf, curb and gutter, and other improvements within the median area and replacement with a design intended to allow for the use of the median as a landscaped parking area/public gathering space, with the intent to provide additional activity to attract business and spur redevelopment along Avenue of Flags.

One of the approved improvements to the median is the replacement of one of the eight iconic flagpoles that run the length of the Avenue. The removal was placed in the plans to resolve a corrosion issue that developed at the base of the pole and address maintenance issues with its awkward mechanism in order to repair and maintain the pole. The ability to maintain the existing pole would be difficult if not impossible with the proposed layout of the new median. The original proposal was to install 2 smaller flagpoles at each end. However, the direction by council was to maintain a single pole at the 50' height to match the rest of the poles and keep the spirit of "Ave of Flags". The proposed pole is less subject to corrosion and could be serviced more easily than the existing poles. The existing pole was removed from the site, and to facilitate its transportation, was cut into several pieces. This was consistent with the contract for construction which called for the removal and disposal of the pole.

At the request of a City Councilmember, this item is being brought to the City Council to discuss options for addressing a concern that replacement of a single pole within this "matching set" of poles may not be giving the historical nature of the Avenue of Flags poles enough respect. While not a state or county registered historical landmark, these poles are structures, created by local blacksmith Kris Klibo, which have stood for over 50 years since the dedication of the Avenue by Governor Reagan in 1968, renaming the roadway as Avenue of Flags after Highway 101 was moved to the east to its current alignment.

Options are being investigated, and several will be presented to the City Council during the staff presentation portion of this discussion. Options will include allowing the currently approved plans to remain in place, but may include other options, including reconstruction of the pole which has been removed, acquisition of a similar pole in the City which was constructed by Mr. Klibo at the same time as the poles along the Avenue of Flags, or fabrication of a new pole of a similar design and appearance. The constraints for some of these options will involve not simply the cost and availability, but also the ability to meet structural safety standards, which may prove difficult due to the height of the pole, size of the flag to be flown, and the wind loads associated with such a flag given the frequently strong winds in the Valley. In addition to cost, there is the consideration of timing for purchase and/or fabrication for a pole different from the approved plans, which would impact the completion date for Median 2.

Staff is looking for the City Council to provide direction as to how to move forward with this project, and will pursue whatever direction the City Council provides, returning to the City Council with updates if obstacles to implementation of that direction arise.

On a related topic, should the City Council find it appropriate, the City Council could provide staff direction to investigate and pursue the listing of the Avenue of Flags as a historic landmark. Given the time that has passed since the Avenue's dedication, and the significance placed upon the Avenue both historically and more recently, such a listing and subsequent placement of a monument denoting such may be possible.

FISCAL IMPACT

Fiscal impact will likely vary depending upon the direction given, with each potential option having its own unique cost. Staff will have an estimated cost of each option for the City Council's review during the discussion. No fiscal impact is anticipated if the City Council directs the continued construction according to the approved plans.

RECOMMENDATION

Staff recommends that the City Council consider the matter and direct staff as appropriate.

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SW
Council Agenda Item No.: 13

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: May 14, 2020

Subject: Reconsideration of City Participation in Community Choice Aggregation for Electrical Service

BACKGROUND

On July 26, 2018, the City Council discussed the possibility of the City joining a Community Choice Aggregation (CCA) to provide an alternative provider of electrical service to its residents. The discussion was tabled at that time.

Since that discussion, the circumstances surrounding the consideration of CCA participation by jurisdictions within Santa Barbara County has changed. At the time of the City Council's decision to table this discussion, the County and its cities were considering the creation of a CCA for Santa Barbara County. The initial roll-out of a CCA can be fraught with problems as issues are initially worked out between the CCA and the incumbent service provider (in the case of Buellton, PG&E), and as residents and businesses realize that they are now customers of a different energy provider and must decide whether or not to opt out of the new organization.

Toward the middle of 2019, the majority of cities within Santa Barbara County, and the County itself, decided to forego the creation of a new CCA in favor of joining an established entity, Monterey Bay Community Power (MBCP). Initially created to serve the area around the Monterey Bay, this consortium has expanded their service area southward to encompass major portions of San Luis Obispo County and now, Santa Barbara County as well. They are currently considering a name change to reflect the broader service area: Central Coast Community Energy.

Staff is bringing this discussion back to the City Council to reconsider participation, as there is a window each year within which action must be taken to allow a municipality to join. Should the City Council desire to reconsider participation, staff will invite a representative of MBCP to a future City Council meeting to brief the City Council on the organization, the benefits and costs of participation, and the process by which the City may join, if the City Council determines that such participation is desirable.

FISCAL IMPACT

No fiscal impact is associated with any direction requested in this report.

RECOMMENDATION

Staff recommends that the City Council consider the proposal and direct staff as appropriate.