



# CITY OF BUELLTON

## CITY COUNCIL AGENDA

**Regular Meeting of July 9, 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](mailto: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 June 25, 2020 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
3. **Consideration of Amended Contract with Wallace Group for Fats/Oils/Grease (FOG), Sanitary Sewer Management Plan (SSMP), and Industrial Discharge (ID) Programs Implementation**  
❖ *(Staff Contact: Public Works Director Rose Hess)*
4. **Consideration of Amended Contract with Autosys for SCADA/Instrumentation/Electrical Technician Services**  
❖ *(Staff Contact: Public Works Director Rose Hess)*
5. **Approve the 2020 Buellton Sewer System Management Plan Update (SSMP)**  
❖ *(Staff Contact: Public Works Director Rose Hess)*
6. **Contract Amendment to the Agreement for Animal Control Services between the County of Santa Barbara and the City of Buellton – Fiscal Year 2020-21**  
❖ *(Staff Contact: City Manager Scott Wolfe)*

## PRESENTATIONS

## PUBLIC HEARINGS

## COUNCIL MEMBER COMMENTS/ITEMS

## WRITTEN COMMUNICATIONS

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

## COMMITTEE REPORTS

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

**BUSINESS ITEMS****(POSSIBLE ACTION)**

7. **Presentation on the Santa Ynez Valley Traffic Circulation and Safety Study**  
❖ *(Staff Contact: Public Works Director Rose Hess)*
8. **Presentation of Avenue of Flags Median 3 Concept Designs; Cal Poly Landscape Architecture Design Studio, Spring 2020**  
❖ *(Staff Contact: Contract City Planner, Irma Tucker)*
9. **Ordinance No. 20-05 – “An Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-02) Relating to Electric Vehicle Charging Station Permit Expediting, Amending Sections 19.02.030 and 19.12.020, and Adding Section 19.06.280” (Second Reading)**  
❖ *(Staff Contact: Planning Director Andrea Keefer)*
10. **Ordinance No. 20-06 – “An Ordinance of the City Council of the City of Buellton, California, Authorizing the Implementation of a Community Choice Aggregation Program by Participating in Central Coast Community Energy’s Community Choice Aggregation Program” (Second Reading)**  
❖ *(Staff Contact: City Manager Scott Wolfe)*
11. **Consideration of City Manager Contract Adjustment for Fiscal Year 2020-21**  
❖ *(Staff Contact: H.R. Director Linda Reid)*

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

12. **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, August 13, 2020 at 6:00 p.m. The regular meeting of July 23 has been cancelled.

# CITY OF BUELLTON

## CITY COUNCIL MEETING MINUTES

Regular Meeting of June 25, 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, Public Works Director Rose Hess, City Clerk Linda Reid, City Attorney Greg Murphy (via Zoom), Finance Director Shannel Zamora (via Zoom), and Planning Director Andrea Keefer (via Zoom),

### REORDERING OF AGENDA

None

### PUBLIC COMMENTS

None

### CONSENT CALENDAR

1. **Minutes of June 11, 2020 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
3. **Monthly Treasurer’s Report – May 31, 2020**
4. **Resolution No. 20-19 – “A Resolution of the City Council of the City of Buellton, California, Establishing an Appropriation Limit for Fiscal Year 2020-21”**
5. **Approval of Bond Reduction for Crossroads Development**

**6. Approval of Bond Reduction for Village Townhomes**

**MOTION:**

Motion by Council Member King, seconded by Vice Mayor Mercado, approving Consent Calendar Items 1, 2, 3, 4, 5, and 6 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**

**7. Ordinance No. 20-05 – “An Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-02) Relating to Electric Vehicle Charging Station Permit Expediting, Amending Sections 19.02.030 and 19.12.020, and Adding Section 19.06.280” (Introduction and First Reading)**

**RECOMMENDATION:**

That the City Council consider the introduction and first reading of Ordinance No 20-05.

**STAFF REPORT:**

Planning Director Andrea Keefer presented the staff report.

**SPEAKERS/DISCUSSION:**

Mayor Sierra opened the public hearing at 6:10 p.m. There being no public comment, Mayor Sierra closed the Public Hearing at 6:11 p.m.

The City Council questioned whether new electric charging station applications are currently on file in the Planning Department. Planning Director Keefer stated there were no applications currently on file; however, there are electric charging stations in Buellton.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Vice Mayor Mercado, seconded by Council Member Sanchez approving the introduction and first reading of Ordinance No. 20-05 – “An Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-02) Relating to Electric Vehicle Charging Station Permit Expediting, Amending Sections 19.02.030 and 19.12.020, and Adding Section 19.06.280” by title only and waive further reading.

**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

**COUNCIL MEMBER COMMENTS/ITEMS**

Council Member Andrisek requested a timeline for construction of Median 2 on the Avenue of Flags. Public Works Director Hess provided a construction timeline for the upcoming work on Median 2.

Council Member King thanked all Buellton residents for their cooperation during the current Pandemic.

Council Member Sanchez announced that he and other volunteers assisted in the construction of the Bike Skills Course at River View Park. Council Member Sanchez thanked the Public Works Department for watering Median 1.

Mayor Sierra stated that she wants the community to know that all lives matter and she thanked the Santa Barbara County Sheriff’s Department for all the services they provide for the community.

Mayor Sierra announced there will be a motor parade in Buellton on July 4.

**WRITTEN COMMUNICATIONS**

None

**COMMITTEE REPORTS**

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.

Vice Mayor Mercado announced that he attended the Buellton Chamber of Commerce and Visitors Bureau’s Board meeting and provided an oral report regarding the meeting.

Mayor Sierra announced that she attended board meetings for Santa Barbara County Association of Governments (SBCAG) and Air Pollution Control District (APCD) and provided oral reports regarding the meetings.

## **BUSINESS ITEMS**

### **8. Consideration of Request to Join Monterey Bay Community Power (MBCP)/Central Coast Community Energy (CCCE)**

**Resolution No. 20-20 – “A Resolution of the City Council of the City of Buellton, California, Requesting Membership in the Monterey Bay Community Power Joint Powers Authority (MBCPA) and Authorizing the Mayor to Execute the Joint Powers Authority Agreement as Amended with MBCPA”**

**Ordinance No. 20-06 – “An Ordinance of the City Council of the City of Buellton, California, Authorizing the Implementation of a Community Choice Aggregation Program by Participating in Monterey Bay Community Power's Community Choice Aggregation Program” (Introduction and First Reading)**

#### **RECOMMENDATION:**

That the City Council consider adoption of Resolution No. 20-20 and the introduction and first reading of Ordinance No. 20-06.

#### **STAFF REPORT:**

City Manager Wolfe presented the staff report.

#### **SPEAKERS/DISCUSSION:**

J.R. Killigrew, representing MBCPA/CCCE joined the meeting via Zoom and answered questions from the City Council.

The City Council discussed the following issues:

- Joining CCCE would be done at no charge to the City of Buellton
- How solar power users in Buellton would be affected by the proposed power service change
- How electricity will be distributed through the new aggregation program and whether older energy producing methods will be needed to sustain reliable energy needs into the future
- How consumer evaluations will be marketed to Buellton residents and businesses

Public comment was received and made part of the record supporting Item 8 from the following individuals:

- Larry Bishop, Buellton
- Amy Wolfslau, Buellton
- Len Fleckenstein, Buellton
- Michael Chiacos, Director of Energy and Climate Programs
- Katie Davis, Chair, Sierra Club Los Padres Chapter
- James Vollaro, Buellton

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Vice Mayor Mercado, seconded by Council Member Andrisek, adopting Resolution No. 20-20 – “A Resolution of the City Council of the City of Buellton, California, Requesting Membership in the Monterey Bay Community Power Joint Powers Authority (MBCPA) and Authorizing the Mayor to Execute the Joint Powers Authority Agreement as Amended with MBCPA” and introducing the first reading of Ordinance No. 20-06 – “An Ordinance of the City Council of the City of Buellton, California, Authorizing the Implementation of a Community Choice Aggregation Program by Participating in Monterey Bay Community Power's Community Choice Aggregation Program” by title only and waive further reading.

**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

**9. Extension of Contract with Buellton Business Association/Chamber of Commerce for Operation of a Visitors Bureau**

**RECOMMENDATION:**

That the City Council authorize the City Manager to execute the Second Amendment to Service Contract between the City of Buellton and the Buellton Business Association/Chamber of Commerce for Operation of the Visitors Bureau.

**STAFF REPORT:**

City Manager Wolfe presented the staff report.

**SPEAKERS/DISCUSSION:**

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau spoke about new marketing campaigns for Buellton and how Buellton is reopening during the current Pandemic.

Mayor Sierra discussed a potential request for proposals for future Visitors Bureau contract services.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Council Member Sanchez, seconded by Vice Mayor Mercado, authorizing the City Manager to execute the Second Amendment to Service Contract between the City of Buellton and the Buellton Business Association/Chamber of Commerce for Operation of the Visitors Bureau.

**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

**10. Update on Progress Toward 2020 City Council Priorities****RECOMMENDATION:**

That the City Council review the list of 2020 City Council Priorities/updates and direct staff accordingly.

**STAFF REPORT:**

City Manager Wolfe presented the staff report.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Mayor Sierra, seconded by Council Member King, accepting the 2020 City Council Priorities list.

**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

**11. Resolution No. 20-16 – “A Resolution of the City Council of the City of Buellton, California, for the Purpose of Mid-Cycle Budget Amendments Related to Fiscal Year 2020-21”**

**RECOMMENDATION:**

That the City Council consider adoption of Resolution No. 20-16.

**STAFF REPORT:**

Finance Director Zamora presented the staff report.

**SPEAKERS/DISCUSSION:**

The City Council thanked Finance Director Zamora for her diligent work in preparing the Fiscal Year 2020-21 Budget.

Council Member Sanchez requested that the remaining Arts and Culture Committee funds be rolled over to the next fiscal year.

Mayor Sierra questioned the current revenue surplus and Finance Director Zamora explained the surplus funds.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Council Member Andrisek, seconded by Council Member King, adopting Resolution No. 20-16 – “A Resolution of the City Council of the City of Buellton, California, for the Purpose of Mid-Cycle Budget Amendments Related to Fiscal Year 2020-21” and that the remaining Fiscal Year 2019-20 Arts and Culture Committee funds be rolled over to the next fiscal year.

**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

**12. Approval of Contract with MNS Engineers, Inc. for Completion of Projects****RECOMMENDATION:**

That the City Council consider contract approval with MNS Engineers, Inc. to complete current projects outlined in Exhibit A to the contract.

**STAFF REPORT:**

Public Works Director Hess presented the staff report.

**SPEAKERS/DISCUSSION:**

Jason Fussel, representing Tetra Tech, Inc. discussed the pending projects list.

The City Council discussed the completion dates/budgeting for the pending projects list.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Council Member King, seconded by Vice Mayor Mercado, approving the contract with MNS Engineers, Inc. for one-year, ending June 30, 2021, in order to complete the current projects outlined in Exhibit A to the contract, in an expedited fashion so that the City's engineering work can transfer to Tetra Tech, Inc.

**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****13. Closed Session - California Government Code Section 54957 regarding:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

The City Council met in closed session to discuss Item 13. No reportable action was taken.

**ADJOURNMENT**

Mayor Sierra adjourned the regular meeting at 8:36 p.m. The next regular meeting of the City Council will be held on Thursday, July 9, 2020 at 6:00 p.m.

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Holly Sierra  
Mayor

ATTEST:

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Linda Reid  
City Clerk

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

City Manager Review: SW  
Council Agenda Item No.: 2

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: July 9, 2020

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

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**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 06/17/2020 through 06/30/2020 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, 06/17/2020 through 06/30/2020, and electronic fund transfers issued for the period of 06/17/2020 through 06/30/2020 was \$581,220.08.

**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 06/17/2020 through 06/30/2020.

**ATTACHMENTS**

Attachment 1 – Claims

## CONSOLIDATED CLAIMS DISBURSEMENT

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

The following is a list of claims for the period of **June 17, 2020 through June 30, 2020** for ratification by the City Council at the **July 9, 2020** City Council Meeting.

### EXHIBIT A - A/P Packets processed

A/P Packet #APPKT01309	40,779.31
A/P Packet #APPKT01308	6,063.34
A/P Packet #APPKT01305	<u>301,020.81</u>
Total A/P Packets:	<u>\$347,863.46</u> (7 pages)

Utility Packet #UBPKT02161	57.01 (1 page)
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Total of checks issued:	<u>\$347,920.47</u>
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### EXHIBIT B - Payments via Electronic Fund Transfer (EFT)

EFT Total:	<u>\$173,831.67</u>
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#### Payroll processed

Staff Payroll	6/19/2020	57,138.11
CC Payroll	6/25/2020	2,329.83

Total Payroll:	<u>\$59,467.94</u>
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<b>TOTAL AMOUNT OF CLAIMS:</b>	<u><u>\$581,220.08</u></u>
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EXHIBIT B

Payments via Electronic Fund Transfer (EFT):  
From 06/17/2020 through 06/30/2020

Payroll Tax - IRS	6/22/2020	9,957.11
CalPERS - Classic	6/22/2020	5,795.43
CalPERS - PEPR	6/22/2020	4,250.71
Payroll Tax - EDD	6/22/2020	3,368.93
Bank Fee	6/24/2020	25.00
CalPERS - Classic	6/26/2020	157.24
Payroll Tax - IRS	6/26/2020	70.48
CalPERS - PEPR	6/26/2020	63.02
First American Title	6/26/2020	150,000.00
Bank Fee	6/30/2020	143.75

**Total** 173,831.67



City of Buellton, CA

# Check Disbursements - City Council - July 9, 2020

By Payment Number

Payment Dates 06/17/2020 - 06/30/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
39736	6/23/2020 INV0012097	001497 6/18/2020 - PLANNING COMMISSION MEETING	AARON LIGGETT	001-565-50010		50.00 50.00
39737	6/23/2020	000820	ACWA/JPIA			3,538.83
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-401-50400		613.06
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-402-50400		185.30
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-403-50400		69.15
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-410-50400		225.34
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-420-50400		200.79
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-511-50400		502.68
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-558-50400		590.78
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		001-565-50400		249.94
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		005-701-50400		450.89
	0648354	JULY 2020 - DENTAL/VISION/EAP PREMIUMS		020-601-50400		450.90
39738	6/23/2020 INV0012095	000121 JUNE 2020 - VB - TOT ALLOCATION PER CONTRACT	BUELLTON VISITORS BUREAU	001-410-67790		37,500.00 37,500.00
39739	6/23/2020	000065	BURKE, WILLIAMS & SORENSEN, LLP			40,778.70
	255334	MAY 2020 - LEGAL SERVICES - RETAINER		001-404-60840		10,280.50
	255338	MAY 2020 - LEGAL SERVICES		001-404-60840		15,605.50
	255338	MAY 2020 - LEGAL SERVICES - RIGHT OF WAY		092-307-71200	09230771200	14,892.70
39740	6/23/2020 2006-579809	000076 6/9/2020 - WWTP - MISC MAINT/REPAIR ITEMS	CAL-COAST IRRIGATION, INC.	005-701-60250		54.48 54.48
39741	6/23/2020 INV0012090	000091 10/1/2020-12/31/2020 - DWR COSTS	CENTRAL COAST WATER AUTHORITY	020-15000		2,634.90 2,634.90
39742	6/23/2020 21696	000655 2019-2021 - 2-YR SSL SEC CERT RENEWAL	COAST NETWORKX, INC.	001-410-60210		429.00 429.00
39743	6/23/2020	000118	COASTAL COPY, INC.			563.22
	910363	5/16-6/15/2020 - HR - COPIER OVERAGES		001-410-61130		60.18
	910964	5/18-6/17/2020 - CH/FD/AR - COPIER OVERAGES		001-410-61130		503.04
39744	6/23/2020 INV0012091	000122 6/18-7/17/2020 - CC - INTERNET SERVICES	COMCAST CABLE	001-410-61292		157.29 157.29
39745	6/23/2020 INV0012099	000140 6/18/2020 - PLANNING COMMISSION MEETING	DAN HEEDY	001-565-50010		50.00 50.00
39746	6/23/2020	001255	DELIVER-IT			165.00
	135058	MAY 2020 - DELIVER WATER SMPLES TO ABALONE		005-701-60800		82.50
	135058	MAY 2020 - DELIVER WATER SMPLES TO ABALONE		020-601-60800		82.50
39747	6/23/2020 1907-5-007	000812 5/1-31/2020 - ED SERVICES 2019-2020	KOSMONT & ASSOCIATES, INC.	001-565-60800		317.20 317.20
39748	6/23/2020 158743	000280 6/11/2020 - COB - PblcNtc Intent to Adopt Env Doc	LEE CENTRAL COAST NEWSPAPERS	001-403-60520		167.28 167.28
39749	6/23/2020 158753	000280 6/11/2020 - COB - Ntc-of-PblcHrng ORD# 20-05	LEE CENTRAL COAST NEWSPAPERS	001-403-60520		160.23 160.23
39750	6/23/2020 4837901	000310 2/6&8/2020 - ROLL-OFF EXCHANGE(S)	MARBORG INDUSTRIES	092-706-74100	09270674100	1,109.69 1,109.69

Check Disbursements - City Council - July 9, 2020

Payment Dates: 06/17/2020 - 06/30/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
39751	6/23/2020 INV0012100	001225 6/18/2020 - PLANNING COMMISSION MEETING	MARCILO SARQUILLA	001-565-50010		50.00 50.00
39752	6/23/2020 51	001503 6/8-11-2020 - REC - TEEN CAMP	MISSION ROWING	001-511-67140	51008-070	1,400.00 1,400.00
39753	6/23/2020 782007 782648	000342 6/8/2020 - WWTP - MISC SUPPLIES 6/10/2020 - RVP - MISC SUPPLIES	NIELSEN BUILDING MATERIALS,INC	005-701-60250 001-552-60258		38.50 25.75 12.75
39754	6/23/2020 30262484	000669 6/1/2020 - USPO - PEST CONTROL	O'CONNOR & SONS dba	001-558-60800		105.00 105.00
39755	6/23/2020 INV0012093 INV0012093 INV0012093 INV0012093 INV0012093 INV0012093 INV0012093 INV0012093 INV0012093 INV0012093	000352 5/6-6/4/2020 - ELECTRICAL SERVICES 5/6-6/4/2020 - ELECTRICAL SERVICES	P G & E	001-410-61241 001-501-61241 001-510-61241 001-550-61241 001-552-61241 001-556-61241 001-565-61241 005-701-61241 020-601-61241		30,798.16 988.39 555.09 118.63 4,613.37 332.05 97.96 207.49 9,420.95 14,464.23
39756	6/23/2020 INV0012098	001187 6/18/2020 - PLANNING COMMISSION MEETING	PATTY J HAMMEL	001-565-50010		50.00 50.00
39757	6/23/2020 PCI000000840	001290 JUNE 2020 - JOB# PJC001126 - 19/20 RD MAINT PROJ	PAVEMENT COATINGS CO.	092-318-74100	09231874100	162,869.36 162,869.36
39758	6/23/2020 0106293	000851 Srvcs->5/31/2020 - HWY 246 & SYC PED IMPRVMNT	R. BURKE CORPORATION	092-306-74100	09230674100	1,022.67 1,022.67
39759	6/23/2020 0520-533	000848 ProfSrvcs->5/31/2020 - COB - ARCH DESIGN REVW SRVC	RAVATT, ALBRECHT & ASSOC, INC.	001-22416	90063-070	192.50 192.50
39760	6/23/2020 22608	000405 MAY 2020 - PROF SRVCS - LAND USE & CIRCULATION	RINCON CONSULTANTS, INC.	001-565-60800		2,464.25 2,464.25
39761	6/23/2020 INV0012096	001327 6/18/2020 - PLANNING COMMISSION MEETING	ROBERT PAUL BLOKDYK	001-565-50010		50.00 50.00
39762	6/23/2020 CM0000180 INV0012094	000894 MAY 2020 - TBID - ADMIN FEES MAY 2020 - SYVTBID - TBID FEES	Santa Ynez Valley Hotel Assn., Inc. dba	001-44250 001-22160		9,888.20 (201.80) 10,090.00
39763	6/23/2020 61520	000919 MAY/JUNE 2020 - CC - AV-ZoomSpprt - COVID-19	SILVIO L. MOTTA	001-401-60210		1,167.50 1,167.50
39764	6/23/2020 75399	000465 MAY 2020 - MONTHLY SWEEPING SERVICES	SP MAINTENANCE SERVICES, INC.	001-558-60800		2,516.50 2,516.50
39765	6/23/2020 9856189757 9856189757 9856189757 9856189757 9856189757 9856189757	000556 6/9-7/8/2020 - WIRELESS TELEPHONE SERVICES 6/9-7/8/2020 - WIRELESS TELEPHONE SERVICES	VERIZON WIRELESS	001-410-60014 001-410-67705 001-511-61290 001-558-67705 005-701-67705 020-601-67705		584.35 0.96 114.47 39.94 138.55 138.17 152.26
39766	6/23/2020 INV2150368 INV2150368 INV2150368	001207 MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES	WAGeworks INC.	001-401-50400 001-402-50400 001-403-50400		148.00 21.69 10.85 10.85

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	INV2150368	MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES		001-420-50400		22.02
	INV2150368	MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES		001-511-50400		19.25
	INV2150368	MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES		001-558-50400		17.35
	INV2150368	MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES		001-565-50400		9.45
	INV2150368	MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES		005-701-50400		18.27
	INV2150368	MAY 2020 - FSA MONTHLY ADMIN/COMPLIANCE FEES		020-601-50400		18.27
39768	6/30/2020	001111	TETRA TECH, INC.			6,063.34
	51584952A	EngSrvcs->4/24/2020 - 410 Central Ave		001-22416	90049-070	30.00
	51597399	EngSrvcs->5/22/2020 - Encroachment Permits		025-557-60800		355.38
	51597400	EngSrvcs->5/22/2020 - Crossroads		001-22416	90010-070	1,637.73
	51597401	EngSrvcs->5/22/2020 - Townhomes		001-22416	90021-070	3,053.99
	51597402	EngSrvcs->5/22/2020 - 73 Industrial Way Figueroa		001-22416	90037-070	342.48
	51597403	EngSrvcs->5/22/2020 - NghbrhdPrk/OpnSpc@theVllg		001-22416	90017-070	643.76
39769	6/30/2020	000005	ABALONE COAST ANALYTICAL, INC.			1,567.10
	4972	MAY 2020 - CHEMICALS/ANALYSIS		005-701-61111		1,307.20
	4972	MAY 2020 - CHEMICALS/ANALYSIS		020-601-61111		57.50
	4976	MAY 2020 - WTP - CHEMICALS/ANALYSIS		020-601-61111		202.40
39770	6/30/2020	000509	ALAN NEEDHAM dba			21,005.45
	28072	5/7/2020 - ANNUAL MOW BEHIND DOG PARK		001-552-60800		375.00
	28118	5/18/2020 - LIB/PO - IRRIGATION REPAIR		001-556-60800		356.38
	28119	5/19/2020 - AOF-M-8 - IRRIGATION REPAIR		001-552-60254		251.24
	28128	MAY 2020 - PARKS & MEDIANS - MNTHLY LANDSCAPE		001-552-60800		11,200.00
	28128	MAY 2020 - FAC & STS - MNTHLY LANDSCAPE		001-556-60800		3,960.00
	28129	MAY 2020 - VVP - LANDSCAPE MAINTENANCE		001-552-60800		3,220.00
	28247	6/4/2020 - MOW EMPTY LOT		001-556-60800		125.00
	28255	6/8/2020 - RVP - IRRIGATION REPAIR		001-552-60258		1,194.06
	28269	6/10/2020 - SYC&HWY246 - PLANT & IRRIGATION TREE		001-556-60800		323.77
39771	6/30/2020	000661	AQUA-METRIC SALES, CO.			1,663.58
	INV0078114	6/17/2020 - WTP - MISC MAT'L/SUPPLIES		020-601-61240		1,663.58
39772	6/30/2020	000028	ARAMARK UNIFORM SERVICES INC			481.92
	INV0012102	MAY 2020 - MATS/TOWELS SERVICE		001-558-60800		385.54
	INV0012102	MAY 2020 - MATS/TOWELS SERVICE		005-701-60800		96.38
39773	6/30/2020	000076	CAL-COAST IRRIGATION, INC.			140.00
	2006-580889	6/17/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	78.01
	2006-581262	6/22/2020 - VLG PRK - MAINT/REPAIR ITEMS		001-552-60059		54.02
	2006-581313	6/22/2020 - PRKS - MISC MAINT/REPAIR ITEMS		001-552-60059		7.97
39774	6/30/2020	000112	CLARK PEST CONTROL			123.00
	26234252	6/19/2020 - CH - PEST CONTROL		001-558-60800		123.00
39775	6/30/2020	001340	D&H Water Systems Inc.			550.16
	12020-0649	6/15/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	550.16
39776	6/30/2020	000138	D.L. ELECTRIC, INC.			177.00
	20-392	6/11/2020 - WTP - MCMURRAY WTP - EQUIP REPAIR		092-603-74100	09260374100	177.00
39777	6/30/2020	001364	FAMCON PIPE & SUPPLY-SM			6,904.63
	S100030269-001	6/11/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	204.73
	S100030455-001	06/10/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	2,141.00
	S100030495-002	6/11/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	258.60
	S100030810-001	6/12/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	73.81
	s100030835-001	6/15/2020 - PW - HYDRANT		092-610-74100	09261074100	3,033.16
	S100031051-001	6/17/2020 - WTP - MAINT/REPAIR ITEMS		092-603-74100	09260374100	1,193.33
39778	6/30/2020	000187	FARM SUPPLY COMPANY			184.23
	45246	6/17/2020 - PW - MISC SUPPLIES		001-558-60250		135.75

Check Disbursements - City Council - July 9, 2020

Payment Dates: 06/17/2020 - 06/30/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	45310	6/20/2020 - WTP - UNIFORMS		020-601-60131		48.48
39779	6/30/2020	000191	FERGUSON ENTERPRISES, INC #1350			2,233.91
	8959007	6/17/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	907.49
	8959064	6/17/2020 - WTP - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	1,326.42
39780	6/30/2020	000649	FLUID RESOURCE MANAGEMENT, INC.			729.60
	W19196	2/21 & 3/18/2020 - WWTP - PROF SERVICES		005-701-60800		729.60
39781	6/30/2020	001504	GREG WILLEMSSEN			700.00
	INV0012105	6/29/2020 - TABLES/CHAIRS AT BARN		001-558-73500		700.00
39782	6/30/2020	001444	JUAN CARLOS VELASQUEZ			226.74
	INV0012101	2020-06-15 - REIMBURSEMENT - WORK PANTS		001-558-60131		226.74
39783	6/30/2020	000880	Mark F Pollorena III dba			2,810.57
	4541	4/15/2020 - WTP - MAINT/REPAIR #9 & #3		092-603-74100	09260374100	2,810.57
39784	6/30/2020	000342	NIELSEN BUILDING MATERIALS, INC			99.34
	782586	6/10/2020 - WWTP - Maint/Repair Items		005-701-60250		41.37
	783112	6/12/2020 - WMSN - Maint/Repair Items		001-558-60250		51.53
	783560	6/15/2020 - WWTP - Maint/Repair Items		005-701-60250		6.44
39785	6/30/2020	000372	PETTY CASH			94.60
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		001-410-61131	90017-070	7.10
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		001-511-60250		8.00
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		001-511-61130		21.51
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		001-511-67140	51007-040	40.42
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		005-701-61131		4.60
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		005-701-61140		8.38
	INV0012104	2/19-6/29/2020 - Reimbursement - Petty Cash		020-601-61131		4.59
39786	6/30/2020	000489	STEVE'S WHEEL & TIRE			25.16
	1-80549	6/23/2020 - WWTP - VEHICLE MAINTENANCE		005-701-60270		25.16
39787	6/30/2020	000984	The Radar Shop Inc.			158.00
	12992	6/15/2020 - COB-PD - ON SITE LIDAR & RADAR RE-CERT		001-501-60800		158.00
39788	6/30/2020	000521	TODD PIPE & SUPPLY			262.12
	INV0012103	JUNE 2020 - MISC MAINT/REPAIR ITEMS		001-552-60258		32.47
	INV0012103	JUNE 2020 - MISC MAINT/REPAIR ITEMS		005-701-61140		7.80
	INV0012103	JUNE 2020 - MISC MAINT/REPAIR ITEMS		020-601-60250		110.44
	INV0012103	JUNE 2020 - MISC MAINT/REPAIR ITEMS		020-601-61140		23.76
	INV0012103	JUNE 2020 - MISC MAINT/REPAIR ITEMS		092-603-74100	09260374100	87.65
39789	6/30/2020	001492	VANGARDE CAPITAL CORPORATION			642.20
	PPEM00002	6/23/2020 - WWTP - KN95 MASKS		005-701-67600		642.20
<b>Payment Total:</b>						<b>347,863.46</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
001 - General Fund	121,797.78
005 - Sewer Fund	13,060.14
020 - Water Fund	19,913.81
025 - Gas Tax Fund	355.38
092 - Capital Improvement Proj Fund	192,736.35
<b>Grand Total:</b>	<b>347,863.46</b>

### Account Summary

Account Number	Account Name	Payment Amount
001-22160	SYVTBID Payable	10,090.00
001-22416	Developer Deposit	5,900.46
001-401-50400	Medical Benefit	634.75
001-401-60210	Computer Maintenance &Software	1,167.50
001-402-50400	Medical Benefit	196.15
001-403-50400	Medical Benefit	80.00
001-403-60520	Advertising - Legal	327.51
001-404-60840	Contract Services-Legal Fees	25,886.00
001-410-50400	Medical Benefit	225.34
001-410-60014	Emergency Operations	0.96
001-410-60210	Computer Maintenance &Software	429.00
001-410-61130	Office Supplies	563.22
001-410-61131	Postage	7.10
001-410-61241	Utilities - Electric	988.39
001-410-61292	Internet Access/ Website Maint	157.29
001-410-67705	Telephone	114.47
001-410-67790	Visitors Bureau	37,500.00
001-420-50400	Medical Benefit	222.81
001-44250	Miscellaneous	(201.80)
001-501-60800	Contract Services	158.00
001-501-61241	Utilities - Electric	555.09
001-510-61241	Utilities - Electric	118.63
001-511-50400	Medical Benefit	521.93
001-511-60250	Maintenance/Repair	8.00
001-511-61130	Office Supplies	21.51
001-511-61290	Telephone/Internet	39.94
001-511-67140	Buelltton Recreation Program	1,440.42
001-550-61241	Utilities - Electric	4,613.37
001-552-60059	Maintenance-Repair Village Park	61.99
001-552-60254	Maintenance/Repair-A&F Medians	251.24
001-552-60258	Maintenance/Repair-River View	1,239.28
001-552-60800	Contract Services	14,795.00
001-552-61241	Utilities - Electric	332.05
001-556-60800	Contract Services	4,765.15
001-556-61241	Utilities - Electric	97.96
001-558-50400	Medical Benefit	608.13
001-558-60131	Laundry / Uniforms	226.74
001-558-60250	Maintenance / Repair	187.28
001-558-60800	Contract Services	3,130.04
001-558-67705	Telephone	138.55
001-558-73500	Equipment	700.00
001-565-50010	Planning Commission Salaries	250.00
001-565-50400	Medical Benefit	259.39
001-565-60800	Contract Services	2,781.45
001-565-61241	Utilities - Electric	207.49
005-701-50400	Medical Benefit	469.16
005-701-60250	Maintenance / Repair	128.04
005-701-60270	Maintenance - Vehicles	25.16

**Account Summary**

Account Number	Account Name	Payment Amount
005-701-60800	Contract Services	908.48
005-701-61111	Chemicals / Analysis	1,307.20
005-701-61131	Postage	4.60
005-701-61140	Operational Supplies	16.18
005-701-61241	Utilities - Electric	9,420.95
005-701-67600	Safety Equipment	642.20
005-701-67705	Telephone	138.17
020-15000	Pre-Paid Expense	2,634.90
020-601-50400	Medical Benefit	469.17
020-601-60131	Laundry / Uniforms	48.48
020-601-60250	Maintenance / Repair	110.44
020-601-60800	Contract Services	82.50
020-601-61111	Chemicals / Analysis	259.90
020-601-61131	Postage	4.59
020-601-61140	Operational Supplies	23.76
020-601-61240	Meter Expense	1,663.58
020-601-61241	Utilities - Electric	14,464.23
020-601-67705	Telephone	152.26
025-557-60800	Contract Services	355.38
092-306-74100	Construction and Improvements	1,022.67
092-307-71200	Right of Way Acquisition	14,892.70
092-318-74100	Construction and Improvement	162,869.36
092-603-74100	Construction and Improvements	9,808.77
092-610-74100	Construction and Improvements	3,033.16
092-706-74100	Construction and Improvements	1,109.69
<b>Grand Total:</b>		<b>347,863.46</b>

**Project Account Summary**

Project Account Key		Payment Amount
**None**		147,779.13
09230674100	Phase III Hwy 246/Sycamore Ped Xing	1,022.67
09230771200	McMurray Road Widening/TS (13/14)	14,892.70
09231874100	Road Maintenance Project (19/20)	162,869.36
09260374100	WTP Facilities Improvement	9,808.77
09261074100	Water Distribution System Improvements	3,033.16
09270674100	WWTP Facilities Improvements	1,109.69
51007-040	Summer Camp 2020	40.42
51008-070	Teen & Sports Camp 2020	1,400.00
90010-070	Crossroads Ctr at The Village	1,637.73
90017-070	Village Park	650.86
90021-070	Village Capital Pacific Townhomes	3,053.99
90037-070	Fig Mountain Brewing	342.48
90049-070	410 Central Homes	30.00
90063-070	Buellton Reservoir	192.50
<b>Grand Total:</b>		<b>347,863.46</b>

**Contract Labor Detail per Account Summary**

Account Number			Payment Amount
001-404-60840			25,886.00
	<i>BURKE, WILLIAMS &amp; SORENSEN, LLP</i>	<i>Check# 39739</i>	<i>25,886.00</i>
001-522-60800			14,795.00
	<i>ALAN NEEDHAM dba</i>	<i>Check# 39770</i>	<i>14,795.00</i>
001-556-60800			4,765.15
	<i>ALAN NEEDHAM dba</i>	<i>Check# 39770</i>	<i>4,765.15</i>
001-558-60800			3,130.04
	<i>O'CONNOR &amp; SONS dba</i>	<i>Check# 39754</i>	<i>105.00</i>
	<i>SP MAINTENANCE SERVICES</i>	<i>Check# 39764</i>	<i>2,516.50</i>
	<i>ARAMARK UNIFORM SERVICES</i>	<i>Check# 39772</i>	<i>385.54</i>
	<i>CLARK PEST CONTROL</i>	<i>Check# 39774</i>	<i>123.00</i>
001-565-60800			2,781.45
	<i>KOSMONT &amp; ASSOCIATES, INC.</i>	<i>Check# 39747</i>	<i>317.20</i>
	<i>RINCON CONSULTANTS, INC.</i>	<i>Check# 39760</i>	<i>2,464.25</i>



UBPKT02161 - Refunds 01 UBPKT02159 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
06-04400-004	FETGATTER & GAYOUNG MOON, KYLE	6/26/2020	39767	57.01			57.01	Generated From Billing
<b>Total Refunds: 1</b>			<b>Total Refunded Amount:</b>	<b>57.01</b>				

### Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	57.01
<b>Revenue Total:</b>	<b>57.01</b>

### General Ledger Distribution

Posting Date: 06/26/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 020 - WATER FUND</b>			
020-10000	Claim On Pooled Cash	-57.01	Yes
020-22420	Unapplied Credits	57.01	
<b>020 Total:</b>		<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-10001	Pooled Cash - General Checking	-57.01	
999-27000	Due To Other Funds	57.01	Yes
<b>999 Total:</b>		<b>0.00</b>	
<b>Distribution Total:</b>		<b>0.00</b>	

**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: Rose Hess, Public Works Director

Meeting Date: July 9, 2020

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

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**BACKGROUND**

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

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

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

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

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

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

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

### **FISCAL IMPACT**

This professional consulting services, estimated at \$142,600, has been included in the approved FY 2020/21 budget.

### **RECOMMENDATION**

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

### **ATTACHMENT**

Attachment 1 – Professional Consulting Services Contract (Exhibit A)

**AMENDMENT NO.6 TO AGREEMENT**  
**Wallace Group**  
**and**  
**City of Buellton**

THIS AMENDMENT NO.6 TO AGREEMENT (the "Amendment") is entered into this 11th day of July 2020 by and the CITY OF BUELLTON, a California municipal corporation ("City"), and Wallace Group. ("Wallace"), a corporation duly organized and operated under the laws of the State of California.

**RECITALS**

- A. On August 14, 2014, Wallace and the City entered into a Public Contract Agreement (the "Agreement") for the purpose of public works regulatory compliance work for wastewater professional services for the City of Buellton.
- B. Pursuant to the Agreement, Section 1. Term of Agreement. Such term may be extended upon written agreement of both parties to this Agreement on an annual basis as executed by the City Manager.
- C. The City has reviewed the scope of work proposed for Fiscal Year 20-21 and finds it appropriate to extend the period of the Agreement another year in accordance with the purposes set forth in the Agreement.

**AMENDMENT**

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

- 1. Exhibit "A" of the Agreement, "SCOPE OF SERVICES/PROPOSAL" is hereby amended to add:

"Proposal for Professional Services for Public Works Regulatory Compliance FY 2020/21, dated March 16, 2020"

- 2. Section 4 (a) of the Agreement is hereby amended to read as follows:

"(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred ninety-nine thousand and seven hundred dollars (\$142,600.), unless additional compensation is approved in writing by the City Manager or his or her designee."

3. Except as expressly modified herein, all the terms referenced in this Amendment shall have the same meaning as the terms defined in the Agreement.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have executed Amendment No. 5 to the Agreement.

CITY OF BUELLTON

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Scott Wolfe  
City Manager

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Wallace Group

Print/sign name



**WALLACE GROUP**<sup>®</sup>

CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

## TRANSMITTAL

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Date: March 16, 2020

Project Number: PP20-6916-0915

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To: Rose Hess  
City of Buellton  
PO Box 1819  
Buellton, California 93427

VIA Email

Phone: 805 688-5177

Fax:

Email: [roseh@cityofbuellton.com](mailto:roseh@cityofbuellton.com)

---

From: Bill Callahan  
Senior Environmental  
Compliance Specialist  
**WALLACE GROUP**  
612 Clarion Court  
San Luis Obispo, CA 93401

Phone: 805 544-4011

Fax: 805 544-4294

Email: [billc@wallacegroup.us](mailto:billc@wallacegroup.us)

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Subject: Proposal for City of Buellton Regulatory Compliance Services 2020-2021

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Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please sign where indicated and return to our office, **to the attention of Kylie Castle, Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

## ATTACHMENT

PP20-6916

Exhibit A

Exhibit B

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011

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March 16, 2020

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

Subject: Proposal for Professional Services for Public Works Regulatory Compliance  
FY 2020/21 City of Buellton

Dear Ms. Hess:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for Fiscal Year (FY) 2020/2021. Based on our experience from FY 2019/2020 working with the Food Service Establishments, Commercial, and Industrial users of the sewer system, Regulatory Agencies for the City of Buellton (City) and discussions with City staff the following Scope of Services has been prepared for your consideration:

### PROJECT UNDERSTANDING

The City operates and maintains approximately 20 miles of sewer collection system and a 650,000 gallon per day design capacity wastewater treatment plant (WWTP), which is designed to treat domestic-type wastewater. Both the collection system and WWTP are subject to regulatory requirements issued by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB). In 2006, SWRCB issued the General Waste Discharge Requirements for Sanitary Sewer Systems (SSWDR), Order No. 2006-003-DWQ, for collection systems over one (1) mile in length, which required the development and implementation of a Sewer System Management Plan (SSMP). The City has requested Wallace Group to provide services to support the various elements of the SSMP and other programs and objectives described as follows:

- The City initiated a Fats, Oils, and Grease (FOG) Program in 2009 due to high concentrations of FOG in the Publicly Owned Treatment Works (POTW) and to comply with the FOG Control Program element of the SSMP. This program is ongoing and as part of this proposed contract, Wallace Group will provide FOG Program management and implementation services for FY 2019/2020.
- The City's WWTP and collection system are also regulated by the RWQCB Waste Discharge Requirements (WDR) Permit, Order No. 99-134. This permit directs the City to perform certain Pretreatment Program activities to protect the POTW, which includes the WWTP and the sewer collection system, through managing user process wastewater discharges. In order to comply with this requirement, Wallace Group will provide Pretreatment Program management and implementation services for FY 2019/2020.
- The City manages a MS4 Storm Water Control Program in accordance with the WDRs for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (Order No. 2013-0001-DWQ). Wallace Group will assist the City to comply with the mandates in this Order assisting with facility inspections and facilitating public outreach and education efforts with Commercial and Industrial facilities.
- The City has requested an update to the existing Wastewater Treatment Plant Facilities Master Plan (FMP). Wallace Group will work with City staff to collect applicable data and update this Master Plan. This FMP will include an analysis of new regulatory permit requirements.



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WATER RESOURCES

WALLACE GROUP  
A California Corporation

612 CLARION CT  
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- The City is required to conduct annual training to support both the Wastewater Treatment Plant and Wastewater Collection System. Wallace Group will provide training for compliance with the General Waste Discharge Requirements for Sanitary Sewer Systems and as a corrective action for compliance with the WWTP WDRs.
- Lastly, as directed by the City of Buellton Public Works Director/City Engineer, Wallace Group will provide other Regulatory Compliance related services and Special Projects.

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

## SCOPE OF SERVICES

Wallace Group will provide the following services:

### **Task 1.0 Public Works Regulatory Compliance Project Management and Meetings**

This Task covers Project Management and Meetings for work covered in Tasks 2.0 through 9.0.

#### Task 1.1: Project Management and Coordination

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

#### Task 1.2: Fiscal Year 2020/2021 Regulatory Compliance Kick-off Meeting

We will coordinate and attend a kick-off meeting with key Wallace Group team members and City staff. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on scope of work, schedule, deliverables, and other components of regulatory compliance services for Fiscal Year 2020/2021 so that the project scope and deliverables are agreed upon by both parties.

#### Task 1.3: QA/QC

Wallace Group team members will provide in-house quality assurance and quality control (QA/QC) for components of each project. The QA/QC will be conducted by Senior or Principal Engineers/Department Directors and/or Senior Environmental Compliance Specialists within Wallace Group.

#### **Task 1.0 Deliverables:**

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

### **Task 2.0 Management of Fats, Oils, and Grease (FOG) Program FY 2020/21**

The City's FOG Program has been implemented since 2009. Effective implementation of the program has been instrumental in reducing Sanitary Sewer Overflows (SSOs) to less than one (1) per year on average.

The FOG Program is an element of the SSMP whose primary purpose is to inform and direct Food Service Establishments (FSEs) to manage their FOG in order to prevent and reduce SSOs.

#### Task 2.1: FOG Program Management

Wallace Group will continue to perform FOG permitting, semiannual inspections, and re-inspections for the City at its FOG producing facilities for FY 2020/21. The FOG Program will include the following:



- One, one (1) hour meeting to confirm goals for the FY 2020/21 FOG Program
- A semiannual inspection of approximately fifty-four (54) facilities
- Performance of re-inspections when noncompliant conditions are identified
- Implementation of enforcement response with the City Public Works Director for facilities who remain noncompliant
- Permit renewal of facilities enrolled in the FOG Program
- Education and permitting of new facilities that opened for business in FY 2020/21 and removal from the FOG Program of those facilities that have closed
- Assistance with FOG Program related plan check for new facilities and projects undergoing remodel
- Issuance of monthly reports documenting FOG program status

**Task 2.0 Deliverables:**

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

**Task 2.0 Schedule:**

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2020/21 FOG Program meeting after July 7, 2020 and schedule the next round of FOG inspections.

**Task 3.0 Storm Water Program Management Services**

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

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

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

**Task 3.1: Storm Water Management Program:**

Wallace Group will conduct educational outreach to businesses permitted in the Pretreatment Programs along with other businesses identified by the City Public Works Director/City Engineer in FY 2020/2021 by performing the tasks below:

- One, one (1) hour meeting to determine goals for the FY 2020/21 Storm Water Program compliance activities
- Issue a Storm Water educational outreach flyer to Pretreatment Permitted Businesses and other businesses identified by the Public Works Director/City Engineer during Pretreatment inspections
- Document storm water outreach efforts and observed violations of the City's MS4 Program in reports to the Public Works Director/City Engineer
- Issuance of quarterly reports documenting Storm Water Program status



**Task 3.0 Deliverables:**

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

**Task 3.0 Schedule:**

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2020/21 Storm Water Program meeting after July 7, 2020. Storm Water inspections will be conducted in conjunction with Industrial Wastewater Discharge (IWD) and FOG inspections.

**Task 4.0 Management of Pretreatment Program FY 2020/21**

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

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

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

**Task 4.1: Pretreatment Program Management:**

Wallace Group will continue to perform Pretreatment Program Industrial User (IU) permitting, annual inspections, and re-inspections for the City for its identified IUs for FY 2019/2020 by performing the tasks below:

- One, one (1) hour meeting to confirm goals for the FY 2020/21 Pretreatment Program
- An annual inspection of approximately thirty-eight (38) IUs; approximately eighteen (18) of these thirty-eight (38) Industrial Users will receive semi-annual inspections in an effort to strengthen compliance efforts with facilities who have struggled to meet the conditions of their wastewater discharge permit
- Performance of re-inspections when non-compliant conditions are identified
- Implementation of enforcement response with the City Public Works Director for IUs who remain noncompliant
- Assistance with plan check on pretreatment devices/systems for new facilities
- Characterization of IWD discharges annually
- Permit renewal of IUs enrolled in the Pretreatment Program
- Education and permitting of new IUs who open for business in FY 2020/21, and removal from the Pretreatment Program of those IUs that have closed
- Issuance of quarterly reports documenting Pretreatment Program status

**Task 4.0 Deliverables:**

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

**Task 4.0 Schedule:**

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2020/21



Pretreatment Program meeting after July 7, 2020 and schedule the next round of Pretreatment inspections.

#### **Task 5.0 Storm Water Outreach - Automotive Facilities**

Wallace Group will develop additional outreach and education materials as necessary and conduct site visits with approximately twenty-one (21) Automotive Repair Facilities as directed by the Public Works Director to provide education and outreach in support of the City's existing storm water program.

#### **Task 5.0 Schedule:**

Upon receipt of the signed proposal, Wallace Group will schedule the FY 2020/21 begin making site visits and conducting outreach efforts after July 7, 2020.

#### **Task 5.0 Deliverables:**

- Completed storm water outreach checklist documenting outreach with each facility.

#### **Task 6.0 Updates to 2017 Wastewater Treatment Plant (WWTP) Facilities Evaluation**

Wallace Group will update the 2017 Wastewater Facilities Master Plan by completing the following:

- Conduct Influent Analysis for the past two years to determine impacts from recent development on influent flow and waste strength.
- Integrate findings of Nitrogen Study and Technical Memo completed in 2018 and incorporate past two years of nitrogen data.
- Update report based on new regulatory requirements expected from the RWQCB, which includes a new approach with a WDR General Order and Discharger-specific waste discharge requirements. The draft General Order is expected to be issued in April 2020 for public review and comment. It is expected that effluent limitations will include a total nitrogen limitation of 10 mg/L. Effluent TDS of 1,500 mg/L is expected to remain as stated in the current permit. The RWQCB's goal is to maintain consistency with water quality objectives established in the Basin Plan.
- Review overall aeration and power requirements, including emergency backup power. Address upcoming changes due to PGE rolling blackouts (due to wind and fire).
- Update recommendations for Capital Improvements at the WWTP.
- One review meeting at the City's offices.

#### **Task 6.0 Deliverables:**

- Draft Updated Report - One (1) electronic PDF
- Final Updated Report - One (1) hard copy and one (1) electronic PDF

#### **Task 6.0 Schedule:**

This WWTP update was originally scheduled for 2018 but was deferred until this Fiscal year to capture the new WDRs expected to be issued by the RWQCB.

#### **Task 7.0 Wastewater Treatment Plant (WWTP): Assistance with Monthly and Annual Reporting**

Wallace Group will assist City staff with the completion of monthly self-monitoring reports for the WWTP. Services will include QA/QC of reports completed by City staff, assistance with reporting templates, assistance with the trending of data and development of the 2020 WWTP Annual Report.



**Task 7.0 Deliverables:**

Electronic copies of templates and other data developed for monthly and annual reports.

**Task 7.0 Schedule:**

Monthly review of City Self-Monitoring Reports and Annual Report.

**TO BE PROVIDED BY THE CLIENT**

- All lab data as requested for the WWTP
- Electronic copies of monthly draft self-monitoring reports

**Task 8.0 Training WWTP and GWDR**

Wallace Group will provide training to City staff in the following areas:

- SSO Response, Mitigation & Follow up Investigation
- SSO Volume Estimation Techniques
- SSO Water Quality Monitoring
- SSO Documentation & Reporting
- General Waste Discharge Requirements for Sanitary Sewer Systems and City SSMP Elements
- WWTP WDR and Monitoring and Reporting Program
- WWTP SOPs

**Task 9.0 Special Projects:**

Wallace Group will assist City staff as requested with Special Projects associated with Regulatory Compliance such as but not limited to:

- Additional Storm Water Program Support
- Supporting Projects and Programs for the SSMP
- Additional Compliance Related Training
- Additional assistance for compliance with new WWTP WDRs
- Engineering Services
- Other tasks as requested

**ITEMS NOT INCLUDED IN SCOPE OF SERVICES**

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

- Revisions to the City Municipal Code
- GIS database and maps
- Survey
- California Integrated Water Quality Information System (CIWQS) Reporting



**PROJECT FEES**

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

Wallace Group will perform the services denoted in Task 1.0 through Task 9.0 the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that over the next 12 months, our fees will be \$5,000 to \$30,000 per month with a total not to exceed a 12-month total of \$142,600 based upon the breakdown in the following table:

Wallace Group Professional Service	Estimated Cost
Task 1.0 Public Works Regulatory Compliance Project Management and Meetings	\$8,600
Task 2.0 FOG Program Management	\$24,000
Task 3.0 Storm Water Services	\$10,500
Task 4.0 Pretreatment Program Management	\$37,000
Task 5.0 Storm Water Outreach: Automotive Facilities	\$5,000
Task 6.0 WWTP Facilities Master Plan Update	\$15,000
Task 7.0 WWTP SMR Monthly and Annual Reporting Assistance	\$13,000
Task 8.0 Training WWTP and GWDR	\$3,500
Task 9.0 Special Projects	\$24,000
Reimbursables	\$2,000
<b>Estimated Total - FY 2020/21</b>	<b>\$142,600</b>

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

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



**TERMS AND CONDITIONS**

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

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

Sincerely,

**WALLACE GROUP**, a California Corporation

**TERMS AND CONDITIONS ACCEPTED:**

A handwritten signature in blue ink, appearing to read "Kari Wagner".

Kari E. Wagner, PE C66026  
Principal  
612 Clarion Court  
San Luis Obispo  
California 93401  
T 805 544-4011  
F 805 544-4294  
www.wallacegroup.us

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachments  
kc: PP20-6916, 2019  
Exhibit A

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

Exhibit A  
Standard Billing Rates



**Engineering, Design & Support Services:**

Assistant Designer/Technician .....	\$ 90
Designer/Technician I - IV .....	\$ 95 - \$125
Senior Designer I - III .....	\$138 - \$148
GIS Technical Specialist .....	\$135
Senior GIS Technical Specialist .....	\$145
Associate Engineer I - III .....	\$ 115 - \$135
Engineer I - IV .....	\$145 - \$160
Senior Engineer I - III .....	\$170 - \$180
Director .....	\$185
Principal Engineer/Consulting Engineer .....	\$215
Principal .....	\$230

**Public Works Administration Services:**

Project Analyst I - IV .....	\$110 - \$140
Senior Project Analyst I - III .....	\$145 - \$155
Senior Environmental Compliance Specialist I - III .....	\$160 - \$170

**Support Services:**

Office Assistant .....	\$ 85
Project Assistant I - III .....	\$ 90 - \$100

**Additional Professional Services:**

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

**Direct Expenses:**

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

**Invoicing and Interest Charges:**

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

**Right to Revisions:**

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

**Exhibit B**  
**Standard Terms and Conditions**  
**Wallace Group Proposal No. PP20-6916**  
**Contract Agreement Date: March 16, 2020**

**CLIENT:** CITY OF BUELLTON  
PO Box 1819, Buellton, California 93427

**CONSULTANT:** WALLACE GROUP, A CALIFORNIA CORPORATION  
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Preamble**

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

**1.2 Governing Law and Jurisdiction**

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

**1.3 Precedence of Conditions**

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

**1.4 Standard of Care**

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**1.5 Corporate Protection**

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

**1.6 Confidentiality**

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

**1.7 Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

### 1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### 1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

### 1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

### 1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

### 1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### 1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

### 1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

### 1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

### 1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

### 1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

### 1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

### 1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

## ARTICLE 2. DEFINITIONS

### 2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

### 2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

## ARTICLE 3. COMPENSATION

### 3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

### 3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

### 3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

### 3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

### 3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

### 3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

### **3.7 Disputed Invoices**

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

### **3.8 Payments to the CONSULTANT**

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

### **3.9 Advance Payment: Withholding Work Product**

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

## **ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

### **4.1 Definitions**

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

### **4.2 Services During Construction**

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

### **4.3 Soil Testing**

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

### **4.4 Opinion of Probable Construction Costs**

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

### **4.5 Additional Services**

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

## **ARTICLE 5. TERMINATION OF AGREEMENT**

### **5.1 Due to Default**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

### **5.2 Without Cause**

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

### **5.3 Termination Adjustment: Payment**

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

## **ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY**

### **6.1 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.2 Contractor and Subcontractor Claims**

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.3 Warranty**

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

### **6.4 Interpretation**

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

### **6.5 Delays**

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

## ARTICLE 7. HAZARDOUS WASTE MATERIALS

### 7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

## ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

### 8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

### 8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

### 8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

**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: Rose Hess, Public Works Director

Meeting Date: July 9, 2020

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

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**BACKGROUND**

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

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

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

In order to provide continuity of services, staff has worked with Autosys to develop an amended contract for FY 2020/21 (see Attachment 1) with a Scope of Services to be performed which includes continued installation and programming of equipment, servicing of water treatment plants, regular inspection of SCADA equipment, inspecting and repair of electrical controls and assisting with emergency reliability at both the water and wastewater treatment plants.

**FISCAL IMPACT**

This professional consulting services agreement has a cost, estimated at \$50,000.00, which has been included in the FY 2020/21 budget.

**RECOMMENDATION**

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

**ATTACHMENTS**

Attachment 1 – Professional Consulting Services Contract (Exhibit A)

## AMENDMENT NO. 6 TO AGREEMENT

Autosys, Inc.  
and  
City of Buellton

THIS AMENDMENT NO.6 TO AGREEMENT (the "Amendment") is entered into this 11th day of July 2020 by and the CITY OF BUELLTON, a California municipal corporation ("City"), and Autosys, Inc. ("Autosys"), a corporation duly organized and operated under the laws of the State of California.

### RECITALS

- A. On August 14, 2014, Autosys and the City entered into a Public Contract Agreement (the "Agreement") for the purpose of instrumentation technician for water/wastewater professional services for the City of Buellton.
- B. Pursuant to the Agreement, Section 2. Term of Agreement. Such term may be extended upon written agreement of both parties to this Agreement on an annual basis as executed by the City Manager.
- C. The City has reviewed the scope of work proposed for Fiscal Year 20-21 and finds it appropriate to extend the period of the Agreement another year in accordance with the purposes set forth in the Agreement.

### AMENDMENT

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

1. Exhibit "A" of the Agreement, "SCOPE OF SERVICES/PROPOSAL" is hereby amended to add:  
  
"Proposal for Professional March 14, 2020"
2. Section 4 (a) of the Agreement is hereby amended to read as follows:  
  
"(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed fifty thousand Dollars (\$50,000.), unless additional compensation is approved in writing by the City Manager or his or her designee."
3. Except as expressly modified herein, all the terms referenced in this Amendment shall have the same meaning as the terms defined in the Agreement.

4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have executed Amendment No. 6 to the Agreement.

CITY OF BUELLTON

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Scott Wolfe  
City Manager

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

March 14, 2020

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

Ms Hess:

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

I have personally been providing services related to the City's Water and Waste Water SCADA, Telemetry, Instrumentation, and Electrical Systems for approximately 13 years. It has been a pleasure working with you and your Staff and I look forward to this next year of service to the City.

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

At Your Service,

A handwritten signature in blue ink, appearing to read 'K. Seifert', is positioned below the text 'At Your Service,'.

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

March 14, 2020

**Proposal to the City of Buellton for Professional Services**

For Fiscal Year 2020/2021

Routine Maintenance Services:

1. Perform labor on an as-needed basis, both scheduled and emergency call-out, for the design, installation, troubleshooting, repair, programming, and calibration of the City's Water and Waste Water SCADA, Telemetry, Instrumentation, and Electrical Systems.

Including but not limited to these tasks:

- a) Maintenance, installation and programming of SCADA equipment and software.
- b) Maintenance and calibration of the chlorine residual analyzers at Well 9 and McMurray Water Treatment Plants
- c) Inspection and testing of the SCADA primary and back-up power batteries at all sites.
- d) Calibration of the Influent Flow Meter at the Waste Water Treatment Plant
- e) Additions to the Water and Waste Water SCADA to improve production and treatment process reporting and monitoring
- f) Advise and Assist Operations Staff with treatment process troubleshooting

Costs for Maintenance Services, not to exceed:

- Water Division \$25,000
- Sewer Division \$25,000

Terms:

Costs are quoted as “not-to-exceed” for the stated fiscal year.

A 20% markup will be applied to all material and equipment sales.

Shipping costs will be prepaid and billed.

All material and equipment sales are subject to Sales Tax.

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

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



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

**RATE SHEET  
PUBLIC WORKS 2020**

<b>CLASSIFICATION</b>	<b>REGULAR</b>	<b>PREMIUM</b>	<b>OVER TIME</b>	<b>PREMIUM O.T.</b>
TECHNICAL CONSULTING	\$175	\$210	\$260	\$350
DESIGN / PROJ. MANAGEMENT	\$165	\$198	\$247	\$330
I.T. / PLC / SCADA	\$150	\$180	\$225	\$300
COMMUNICATIONS TECH (Prev.Wage)	\$145	\$174	\$217	\$290
TECHNICAL ANALYSIS	\$135	\$162	\$202	\$270
ELECTRICIAN, Journeyman (Prev. Wage)	\$150	\$180	\$225	\$300
ELECTRICIAN, Apprentice (Prev. Wage)	\$95	\$114	\$142	\$190
DRAFTING / CAD	\$115	\$138	\$172	\$230
NON-TECHNICAL LABOR	\$80	\$96	\$120	\$160
ADMINISTRATION	\$60	\$72	\$90	\$120

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

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

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

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

SALES TAX MAY APPLY

TIME DEFINITIONS

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

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

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

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

**RATES ARE SUBJECT TO CHANGE**

**CONFIDENTIAL**

**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, Director of Public Works

Meeting Date: July 9, 2020

Subject: Approve the 2020 Buellton Sewer System Management Plan Update (SSMP)

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**BACKGROUND**

The State Water Resources Control Board (SWRCB) Water Quality Order No. 2006-0003-DWQ on May 2, 2006, and amended by Order No. WQ 2008-0002-EXEC on February 20, 2008, mandates the provision of a consistent, statewide regulatory approach to address sanitary sewer overflows (SSO). To effectuate this, local agencies that own or operate a public wastewater collection system that is comprised of more than one mile of pipes which convey wastewater to a publicly owned treatment facility, must develop and implement a Sewer System Management Plan (SSMP).

Since 2010, the City has developed and implemented a Sewer System Management Plan (SSMP), which documents the City's program to properly operate and maintain its sanitary sewer system. The SSMP addresses 11 elements:

1. Goals
2. Organization
3. Legal Authority
4. Operation and Maintenance
5. Design and Performance Standards
6. Overflow Emergency Response Plan
7. Fats, oils & Grease Control Program
8. System Evaluation and Capacity Assurance Plan
9. Monitoring, Measurement and Program Modifications
10. Sewer System Management Plan Program Audits
11. Communication Program

In addition to regular internal audits of the SSMP, formal update is required every 5 years. Since the plan is a living document, this update reflects new SOP's, inspection forms and current programs. It includes emergency contact information, reporting requirements, and maintenance plans.

The 2020 SSMP Update is available for review on the City's webpage. Given the length of the document exceeding 360 pages, a link has been provided in lieu of printing the document in the City Council Agenda Packet.

### **FISCAL IMPACT**

Approval of the SSMP will not cause any fiscal impact. Implementation of the SSMP will be appropriated annually during the budget process.

### **RECOMMENDATION**

That the City Council approve the 2020 Sewer System Management Plan Update and authorize staff to file the document and complete the certification forms required by the State Water Resources Control Board.

### **ATTACHMENTS**

Buellton 2020 SSMP Update - via  
(<https://www.cityofbuellton.com/files/Sewer%20&%20Wastewater/Buellton%20SSMP%20Rev%204%20-%20Public.pdf>)

**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: Scott Wolfe, City Manager

Meeting Date: July 9, 2020

Subject: Contract Amendment to the Agreement for Animal Control Services between the County of Santa Barbara and the City of Buellton – Fiscal Year 2020-21

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**BACKGROUND**

The County Animal Control Services contract expires on June 30, 2020. The County has submitted a letter (Attachment 1) with the seventh contract amendment. Attachment 2 is the Contract Amendment for Animal Control Services between the County of Santa Barbara and the City of Buellton for the Regulation, Control, and Enforcement of Animal Control Ordinances within the City of Buellton for Fiscal Years 2020-21. The County is only proposing a 2.5% increase for the coming fiscal year. The increase is below the current CPI. During the recently completed budget process, staff included a 2.5% increase in animal control services. Therefore, the increase associated with this contract amendment will not require the allocation of additional funds.

The Agreement provides that the County’s Division of Animal Services shall perform both field and shelter services including, but not limited to, impounds, shelter boarding, euthanasia, injured animal care, dead animal pick-up and disposal, code enforcement, and twenty-four hour emergency service requests.

The City cannot provide the same level of services for the amount charged through the Agreement. All other terms and conditions remain the same as in the Agreement for Animal Control Services for the last fiscal year. The services provided by the County have been satisfactory in providing animal control services within the City of Buellton.

**FISCAL IMPACT**

The cost for the services is \$41,552 for Fiscal Year 2020-21. Adequate funds have already been appropriated in the Fiscal Year 2020-21 budget and no amendment is necessary.

**RECOMMENDATION**

That the City Council approve the sixth amendment and authorize the City Manager to sign the seventh contract amendment for Fiscal Year 2020-21.

**ATTACHMENTS**

Attachment 1 – Letter from Animal Control dated May 26, 2020

Attachment 2 – Contract Amendment to the Agreement for Animal Control Services between the County of Santa Barbara and the City of Buellton for Fiscal Year 2020-21



Fiscal Services

300 North San Antonio Road ♦ Santa Barbara, CA 93110-1316  
805/681-5102 ♦ FAX 805/681-5126

Van Do-Reynoso, MPH, PhD Director  
Suzanne Jacobson, CPA Chief Financial Officer  
Paige Batson, MA, PHN, RN Deputy Director  
Douglas Metz, DPM, MPH Deputy Director  
Polly Baldwin, MD, MPH Medical Director  
Henning Anserg, M.D. Health Officer  
Darrin Eisenbarth Deputy Director

May 26, 2020

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

RECEIVED  
JUN 08 2020  
CITY OF BUELLTON

Re: Animal Services Agreements FY 2020-21

Dear Mr. Wolfe:

In my letter of May 8 2020, I provided information that the Public Health Department's response to COVID-19 had delayed the distribution of the Fiscal Year 2020-2021 Animal Services Municipal Agreements.

We recognize that our contract cities are facing budget challenges very similar to the challenges for the County. As discussed in our earlier letter, the contracts are proposed at a flat 2.5% increase for Fiscal Year 2020-2021 for a total of \$41,552 for the City of Buellton. We are proposing a one-year extension to our current Agreement in order to allow the Animal Services staff the time necessary to work with our City partners and other stakeholders to make changes and additional improvements to move forward to Fiscal Year 2021-2022.

We truly appreciate our partnerships with the cities for your animal control services and want to provide the best service possible. We look forward to working with you in the coming year. We are including two (2) original Amendments for the City to sign (original "wet signatures"). Please return both original signed Amendments to the Public Health Contracts Unit Supervisor at:

300 N. San Antonio Road, Building 8  
Santa Barbara, CA 93110

One (1) fully executed Amendment will be returned to you for your records.

Feel free to contact us if you have any questions.

Thank you and best regards,

Suzanne Jacobson, CPA  
Deputy Director/Chief Financial Officer

## SEVENTH AMENDMENT TO AGREEMENT

between

**COUNTY OF SANTA BARBARA**

and

**CITY OF BUELLTON**

for

**ANIMAL CONTROL SERVICES**

**Effective July 1, 2020**

**WHEREAS**, the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Buellton, a municipal corporation in Santa Barbara County (hereafter CITY), entered into an Agreement for Animal Control Services (hereafter Agreement), which became effective on July 1, 2011; and

**WHEREAS**, the County and City (collectively referred to as “parties”) have amended the Agreement on six prior occasions (such amendments shall be referred to individually as the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment); and

**WHEREAS**, the parties desire to further amend the Agreement to extend the term and adjust the compensation payable to COUNTY for services performed under the Agreement; and

**WHEREAS**, this Seventh Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment except as modified by this Seventh Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY hereby agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Seventh Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and subsequent amendments.
2. **Amendments.**

The Agreement is amended as follows:

5. **TERM.** The term of this Agreement shall be from July 1, 2011, through June 30, 2021.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY-operated shelter in Lompoc between July 1, 2020 and June 30, 2021, CITY shall pay COUNTY \$41,552, billed in four equal quarterly payments of: \$10,388. Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice. Invoices shall be delivered to the CITY address specified in Section 3, NOTICES of Agreement.

3. **Counterparts.** This Seventh Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on next page)

Seventh Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Buellton**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Seventh Amendment to be effective July 1, 2020.

COUNTY OF SANTA BARBARA

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Gregg Hart

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**APPROVED:**

Director of Animal Services  
Public Health Department

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

Seventh Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Buellton**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Seventh Amendment to be effective July 1, 2020.

CITY OF BUELLTON

By: \_\_\_\_\_  
Scott Wolfe, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Linda Reid, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gregory M. Murphy, City Attorney

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

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: July 9, 2020

Subject: Presentation on the Santa Ynez Valley Traffic Circulation and Safety Study

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**BACKGROUND**

At the request of City Council, the Santa Barbara County Association of Governments (SBCAG) will present the findings of traffic circulation and safety study it recently completed for the Santa Ynez Valley. The year-long study included several public outreach forums and site visits. The draft report was presented to the SBCAG Board on June 10, 2020.

To provide a background, SBCAG initiated the Santa Ynez Valley Traffic Circulation and Safety Study at the request of local communities. The consulting firm Iteris, Inc. was hired to perform the work and the Study began in early 2019 starting with a bus tour of the Santa Ynez Valley for interested local government staff members, elected officials, and residents. With information gained from the bus tour, reviewing local plans, and conducting traffic counts. The study team returned to the community with a public workshop conducted in the fall of 2019. The project then turned to conducting analyses and developing a draft report. Finally, the draft report was presented to the public via a virtual public workshop on May 19, 2020. A few minor changes to the report will occur based on feedback from the final phase of community outreach and these final changes are not reflected in the attached documents but SBCAG staff can explain them.

The project had a technical advisory committee composed of SBCAG staff, County staff, Solvang staff, Buellton staff, Tribal staff, CHP, and Caltrans District 5 staff. The committee met numerous times throughout the course of the project to review work and provide direction. The study holistically analyzed transportation in the Valley and provided potential improvement options based on community input and technical analysis. The final study will inform future planning efforts, including the development of the regional transportation plan.

**FISCAL IMPACT**

There are no fiscal impacts with this presentation. Any future implementation of projects will be reviewed and budgeted at that time.

**RECOMMENDATION**

That the City Council receive the presentation.

**ATTACHMENTS**

1. Draft Santa Ynez Valley Traffic Circulation and Safety Study – via  
([http://www.sbcag.org/uploads/2/4/5/4/24540302/santa\\_ynez\\_traffic\\_safety\\_study\\_analy sis\\_results\\_draft\\_report\\_05-07-20.pdf](http://www.sbcag.org/uploads/2/4/5/4/24540302/santa_ynez_traffic_safety_study_analy sis_results_draft_report_05-07-20.pdf))
2. Draft Appendices Document - via  
([http://www.sbcag.org/uploads/2/4/5/4/24540302/santa\\_ynez\\_traffic-safety\\_study\\_appendix\\_05-07-20.pdf](http://www.sbcag.org/uploads/2/4/5/4/24540302/santa_ynez_traffic-safety_study_appendix_05-07-20.pdf))

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

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

To: The Honorable Mayor and Council Members

From: Irma Tucker, Contract City Planner

Meeting Date: July 9, 2020

Subject: Presentation of Avenue of Flags Median 3 Concept Designs;  
Cal Poly Landscape Architecture Design Studio, Spring 2020

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**BACKGROUND**

During the past few months, Planning Department Staff have been working the Landscape Architecture Department at Cal Poly San Luis Obispo regarding a Design Studio project for Median 3 on the Avenue of Flags. The scope of the project was for students to create conceptual designs for a Civic-themed median that included a town plaza, amphitheater, park, and community amenities on Median 3, using the Avenue of Flags Specific Plan as a framework. By way of background, in 2012 the City worked with Cal Poly Planning Department's Urban Design Studio to create conceptual plans for the Specific Plan area; several of the Studio's recommendations were incorporated into the Specific Plan as it was ultimately adopted.

The current work effort involved Landscape Architecture students from two Design Studio classes during Spring Quarter 2020. Student site visits were initially scheduled for early April, however the COVID situation resulted with classes taking place on-line. The two professors conducted virtual tours of Median 3 and some students independently visited the project site and surrounding area. Planning Staff participated in a kick-off class presentation re: design and programming objectives for Median 3 within the context of overall goals for the Specific Plan. Staff continued to be available for weekly "project team meetings" and as needed throughout the Quarter.

In early June, thirty-five students each presented their final design concept on the day of final exams. The presentations were in the form of YouTube videos and accompanying design boards. City staff has reviewed and ranked all of the final designs; the top 5 concept design plans along with several additional designs that have elements of merit are included in this agenda item for the Council's review and comment.

Listed below are the Top 5 Concept Designs along with URLs to their YouTube videos; their final poster boards are included as attachments hereto. The Top 5 design videos will be viewed at the City Council meeting.

- 1) Cian Amor, “Swing Up The Avenue”, <https://youtu.be/0wTN7Mto2bI>
- 2) Tanya Moss, “Patriotic Wave”, <https://www.youtube.com/watch?v=2t1GzS-IUnA>
- 3) Hannah Weinstein, “A Community Space for Buellton”, <https://youtu.be/jWevff-BZz8>
- 4) Siena Wagner, “The Daily Grind”, [https://youtu.be/v\\_dd\\_iPoqvU](https://youtu.be/v_dd_iPoqvU)
- 5) Maryam Abutabikh, [https://youtu.be/v1TBXSq\\_RQg](https://youtu.be/v1TBXSq_RQg)

The following are Concept Designs with Elements of Merit:

- Kristen Holtzclaw, “The Junction”, <https://youtu.be/AySKEIDMDe4>
- Michaela Lafferty, “Patriotic Path”, <https://youtu.be/Hb9Rth2LfiI>
- Lou Lou Twietmeyer, “From Sails to Automobiles”, <https://youtu.be/SFIA6McSHis>
- Nikko Workman, “Nature Inspired Buellton”, [https://youtu.be/qIs4dj\\_ddGg](https://youtu.be/qIs4dj_ddGg)
- Harrison Oldershaw, “Timequake”, <http://youtu.be/K3Qp17xDH7c>
- Nayelli Rojas, “Funneling Old + New Traditions”, [https://www.youtube.com/watch?v=2dZQA9mA1\\_0&feature=youtu.be](https://www.youtube.com/watch?v=2dZQA9mA1_0&feature=youtu.be)
- John Ty, “The Avenue of Dreams”, <https://youtu.be/HIRznBw-8KA>

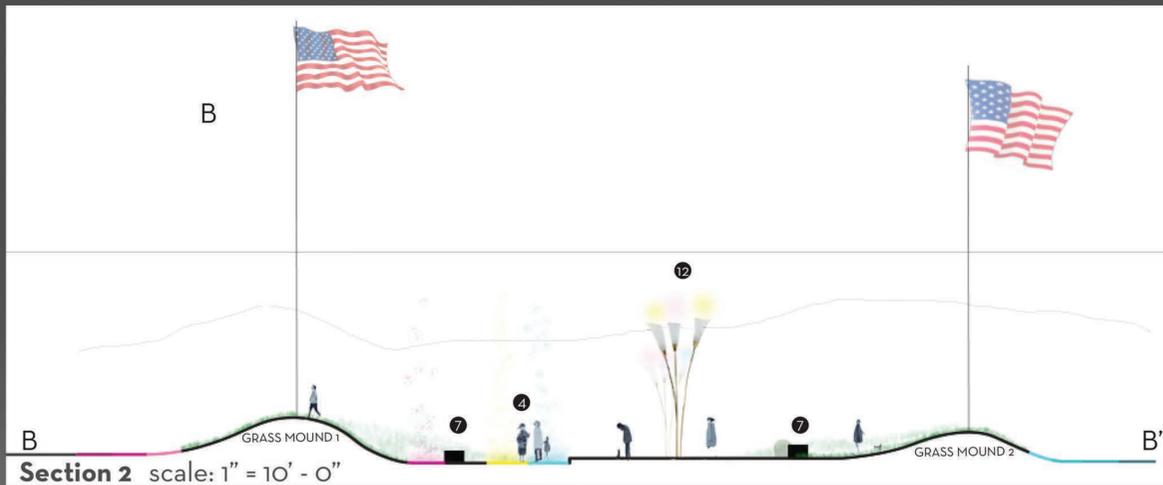
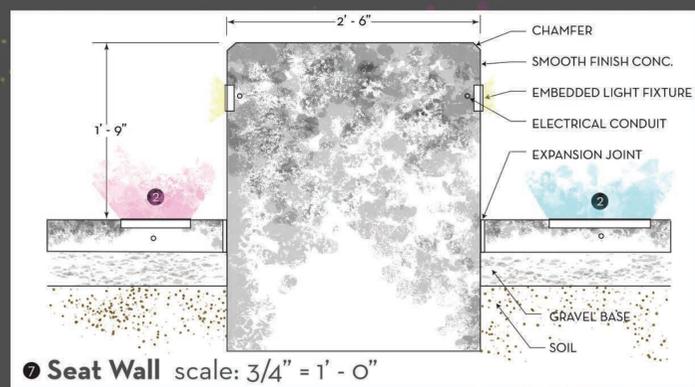
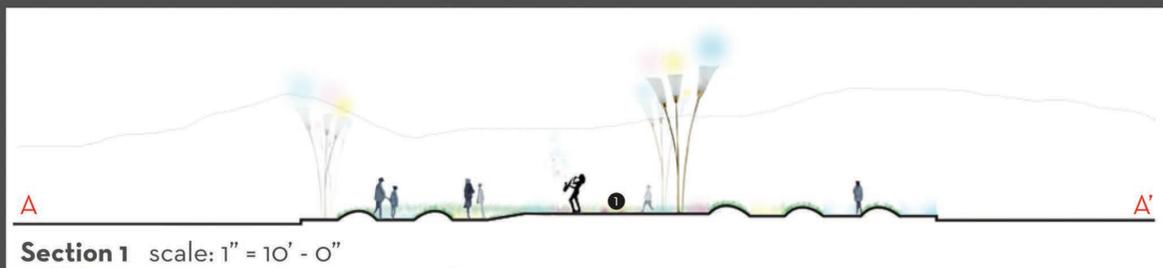
The top 5 were presented at the Planning Commission meeting of June 18, 2020. A summary of the Commission’s comments is provided as Attachment 6.

## **RECOMMENDATION**

That the City Council review the videos and design posters accompanying this report and provide any desired comments on design elements within the Median 3 Concept Designs presented by Cal Poly Urban Design Studio students.

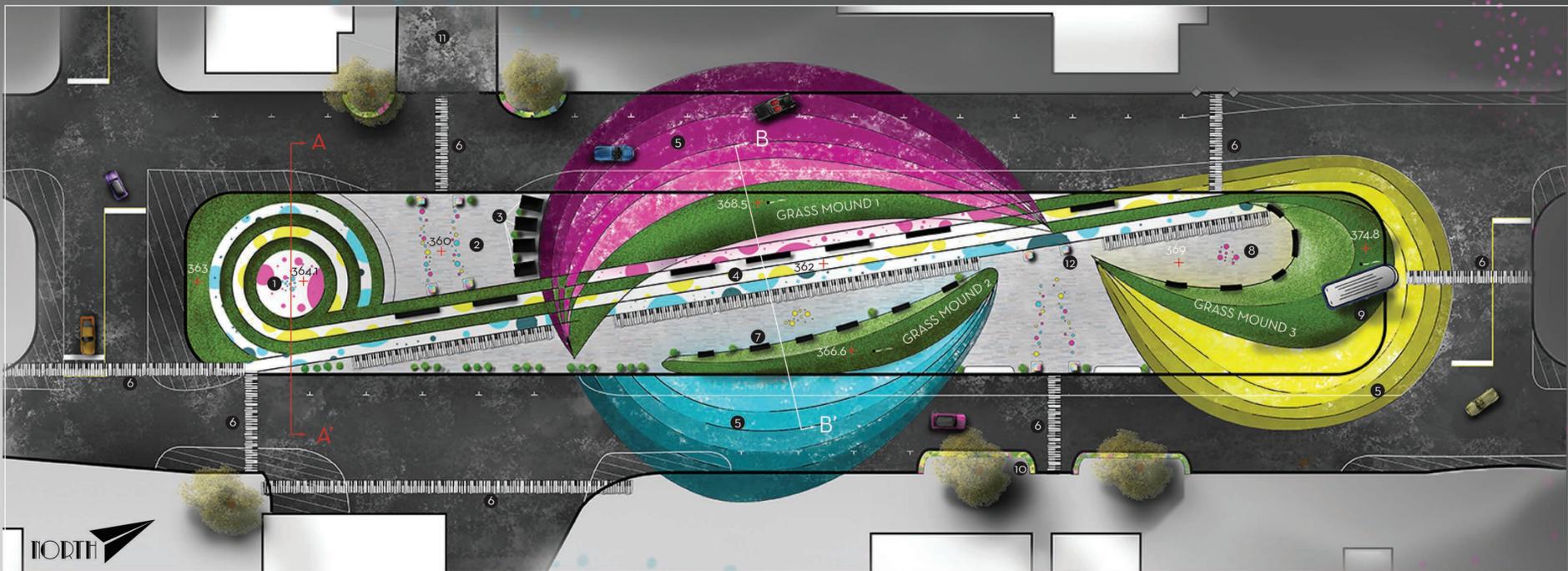
## **ATTACHMENTS**

- Attachment 1 – Cian Amor design poster
- Attachment 2 – Tanya Moss design poster
- Attachment 3 – Hannah Weinstein design poster
- Attachment 4 – Siena Wagner design poster
- Attachment 5 – Maryam Abutabikh design poster
- Attachment 6 – Summary of Planning Commissioner Comments



**LEGEND**

- 1 **STAGE/FLEX AREA** - CAN BE USED A LOUNGE AREA WHEN NOT IN USE FOR PERFORMANCES. FEATURES UNDULATING MOUNDS AND PAVED PATHS HAVE LIGHTS.
- 2 **GROUND LIGHTS** - COLORED LIGHTS THAT ARE INTEGRATED WITHIN PAVING
- 3 **BATHROOMS**
- 4 **STAFF PATH** - LINEAR WALKWAY WITH DANCING LIGHTS, SEATWALLS, SLIGHTLY SUNKEN IN
- 5 **COLORED PAVING** - FUNKY PAVING COLORS ARE TO APPEAL TO TOURIST DRIVING THROUGH BUELLTON, AND TO EXPAND UPON SYMBOLIC FORM OF THE DESIGN
- 6 **PIANO CROSSWALK**
- 7 **SEAT WALLS**
- 8 **DANCING WATER** - GROUND LIGHTS THAT HAVE DANCING WATER FEATURES
- 9 **LANDMARK** - ART DECO/RETRO FLEXIBLE STARLINER RV SURROUNDED BY JAZZ BAND MEMBERS AS BRONZE STATUES
- 10 **WALL PLANTER** - WALL PLANTER FILLED WITH COLORFUL FLOWERING SPECIES
- 11 **ENTRANCE** - TO EXISTING PARKING
- 12 **ART DECO LAMPS**



**SITE PLAN** scale: 1" = 30' - 0"

**THEORY:** COGNITIVE DISSONANCE. THE STATE OF COGNITIVE DISSONANCE OCCURS WHEN THERE IS INCONSISTENCY OR DISCOMFORT. THIS INCONSISTENCY ENCOURAGES CHANGE SO THAT THE INCONSISTENT MATCHES ITS SURROUNDING.

THE COLORFULNESS AND PLAYFULNESS OF MY SITE CREATE COGNITIVE DISSONANCE AS THERE IS NOTHING LIKE THIS IN THE AREA. I FORCED THE INCONSISTENCIES IN MY DESIGN TO EXTEND PAST THE MEDIAN WHICH FORCES FUTURE CHANGE THROUGHOUT THE AVENUE OF FLAGS. THE COLORS BEGIN TO SPILL OUT ONTO THE STREET AND THIS IS WHERE THE DISSONANCE IS MOST APPARENT AT FIRST. THE CONCEPT ITSELF PURSUES COGNITIVE DISSONANCE AS BUELLTON DOESN'T HAVE A FAMOUS HISTORY OF JAZZ, AND THERE IS ANYTHING UNLIKE THE FEATURES INCLUDED IN MY FINAL DESIGN. THERE ARE LIGHTS, THERE ARE THESE MOUNDS, THERE'S THIS OLD FASHION RV, IT HAS ART DECO, BUT IT RELIVÉS THIS NEW WORLD OF JAZZ.

THE DESIGN WILL TAKE A DIFFERENT SPIN AND SWING ON ART DECO AND FOCUS ON THE JAZZ ASPECTS OF THE ART DECO ERA. THE MEDIAN HAS A STRONG RHYTHMIC FORM FORMED BY THE MAIN AXIS, INTERLUDED WITH SOME IMPROVISATIONAL MOUNDS. THE PLETHORA OF LIGHTS CAPTURE THE OLD TIME LIGHTING OF JAZZ DURING ART DECO AND THE ASSYMETRY (WHICH IS UNLIKE ART DECO) GIVES IT A MODERN TWIST.

MY MAIN FOCUS FOR THIS PROJECT WAS TO CREATE A NEW LANDMARK IDENTITY. I KNEW THAT A STAND-ALONE LANDMARK WAS NOT ENOUGH FOR THIS PROJECT, SO THE WHOLE SITE BECAME THE LANDMARK. THE LANDMARK IS COMPLEMENTARY OF THE DESIGN BUT THE MAIN FEATURE IS THE SITE ITSELF. AN ASSYMETRICAL LIGHT JOURNEY THAT CATCHES YOUR EYE EVEN IN THE CAR. THE SITE HAS PROTECTED VIEWS FROM VEHICLES, BUT GLIMPSES OF THE SITE ENCOURAGES VEHICULAR TOURISTS TO EXPLORE AND ENGAGE.

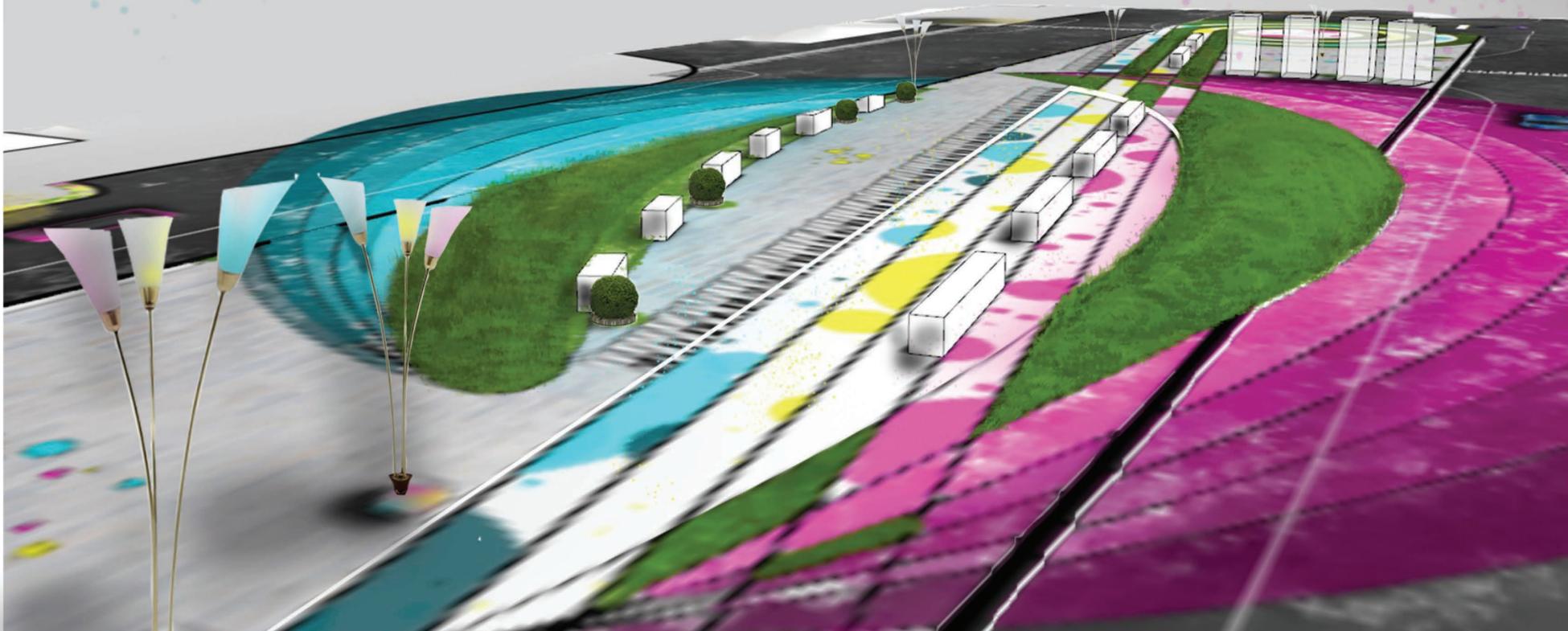
**CONCEPT**

**ELEMENTS**

# SWING UP THE AVE.

BUELLTON AVENUE OF THE FLAGS REDESIGN

CIAN AMOR | LA 204-02 | SPRING 2020



# PATRIOTIC WAVE

## THE AVENUE OF FLAGS MEDIAN THREE

Located in Buellton, CA, The Avenue of Flags (former highway 101) Median Three Project is a part of a multi-step project for all five medians. It is the center of the Downtown core and has a significant historical importance for the city of Buellton.

Inspired by the historic value of the Avenue of Flags and the prominence of wind on the site, the Patriotic Wave design is a conceptual representation of a flag waving in the wind. It is evident in the movement of the curvilinear pathways, organic forms and the meandering

bioswale. To reinforce the concept and to create a vertical geometric frame that speaks to Art Deco style, I incorporated rows of flags on perimeter of the site, while the historic flag remains the focal point, easily seen from beyond the median as is within it.

The site amenities are a restroom, and visitor center that also serves as a snack and coffee bar. The design elements include an entrance plaza: a welcoming and vibrant space, a playground, dining and sitting areas and an amphitheater. I chose to work with the steepest part

of the site and built the amphitheater into the topography. It is a large gathering space covered with a drought tolerant lawn with concrete benches that also serve as retaining walls. This flexible space is easily adaptable to different needs and events.

To address stormwater run-off I incorporated a bioswale with a detention pond that has an overflow drainage receptacle to accommodate heaviest storms. It connects to Zaka Creek watershed and promotes education of local ecology. The site incorporates California native

vegetation and many trees that provide shade. For traffic calming solution I increased the width of the median by 10 feet on the east and west sides and by 15 feet on the north and south ends.

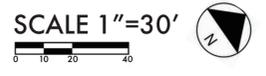
This park is designed to bring people together no matter the differences. The flag will continue to wave in the wind, but we are the ones who assign and refine its meaning. Otherwise, what is a flag if not just a colorful piece of fabric?



### MEDIAN THREE PLAN

LEGEND:

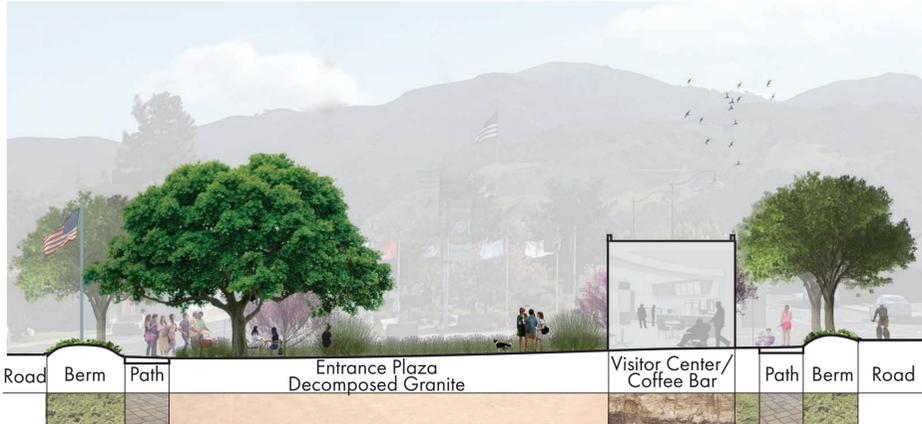
- Coast Live Oak
- Medium Shrubs (CA native)
- Existing Median Outline
- Dining Tables
- Australian Willow
- Bike Rack
- Wooden Bridge
- Crosswalks
- Western Redbud
- Flag Poles
- Overflow Drainage Receptacle
- Art Deco Paving Detail



- ① TOW 372.0; BOW 370.5
- ② TOW 370.0; BOW 368.5
- ③ TOW 368.0; BOW 366.5

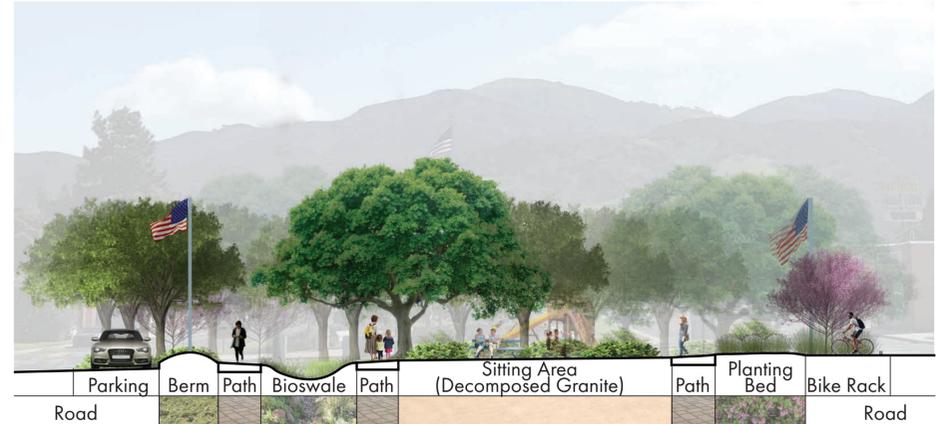
### SECTION AA

SCALE: 1"=10'



### SECTION BB

SCALE: 1"=10'



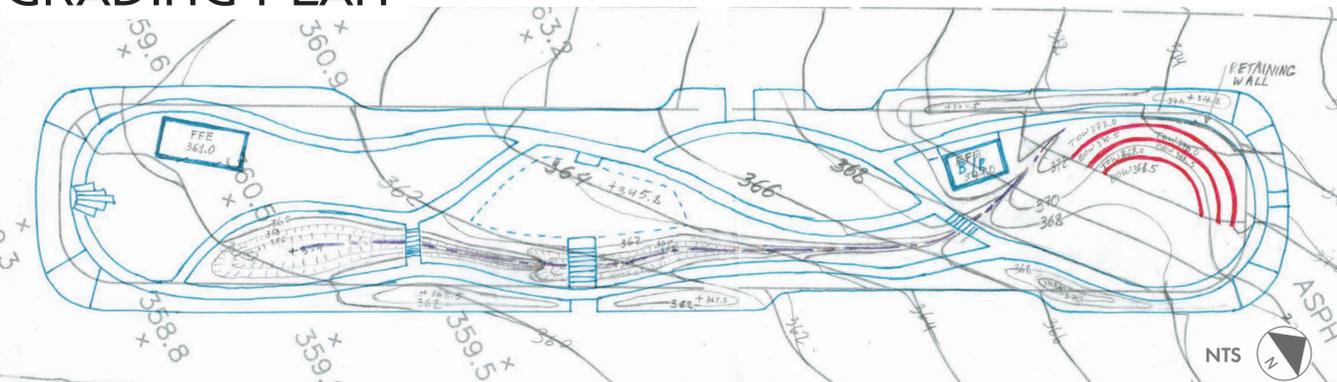
### THE NORTH END



### THE PLAYGROUND



### GRADING PLAN



### DESIGN THEORIES

- Urban Nature:** The design brings life to a bare median by providing a place to experience and connect with nature and opportunities for recreation.
- Psychological Sense of Community:** The Avenue of Flags is a place for people to come together and to form connections, to welcome visitors and to build a stronger community.
- Biophilia:** The park provides the opportunity for humans' need to connect to nature. It is seen in the use of numerous trees and understory plants and the bioswale. As one strolls down the path, sits on a bench or at a table, they experience strong connection to nature.
- Tactical Urbanism:** The park has areas for flexible use. They include movable tables and chairs. This allows the users to redefine the spaces depending on different activities and needs.

# A COMMUNITY SPACE FOR BUELLTON

HANNAH WEINSTEIN | LA 204 | SPRING 2020

Bringing together the people of Buellton, CA through community-based spaces that celebrate the city's quirks.

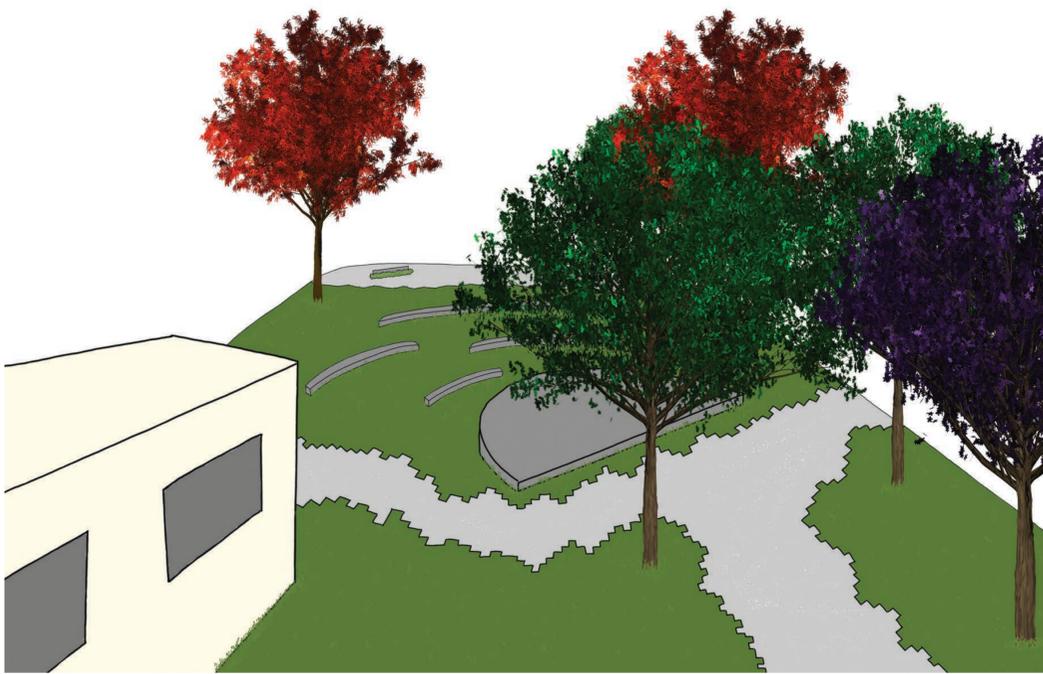
**Plan**  
Scale: 1" = 30' - 0"



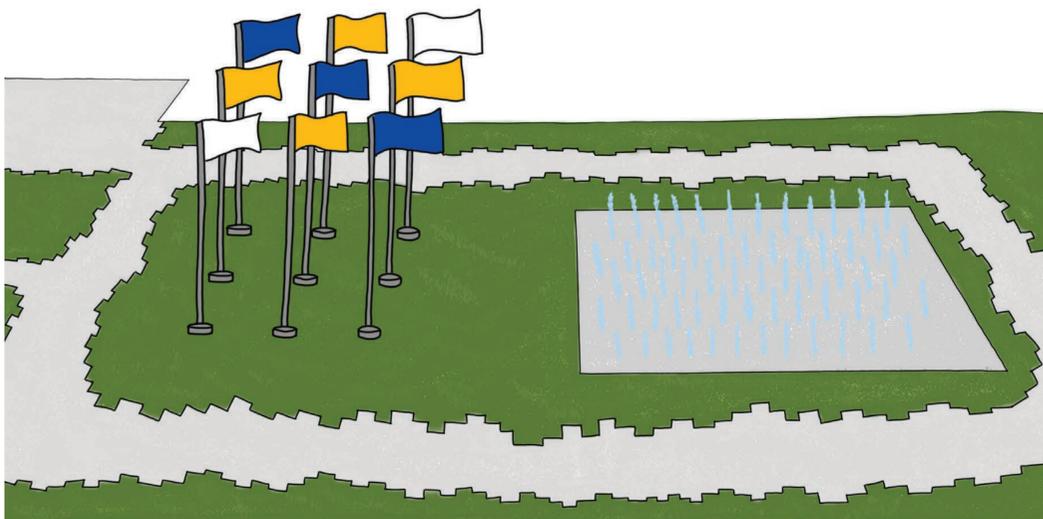
## Design Theory

My design utilizes "Priming Theory". This can be seen through the different areas for picnic tables as well as their proximity to designated spaces for food trucks and other vendors. The vendors are also close to the multi-use performance area on the northern end of the median as well as the plaza on the southern end. The smells coming from the nearby vendors can attract visitors from all over the avenue. Other spaces such as the flag and fountain area also guide the visitor's experience.

## Perspective 1

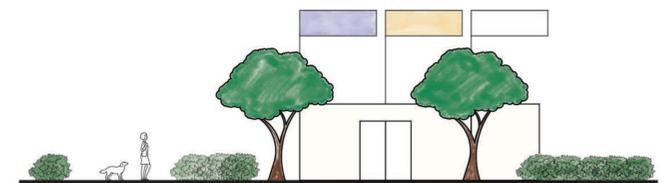


## Perspective 2



## Section 1

Scale: 1" = 10' - 0"



Looking toward the visitor's center.

## Section 2

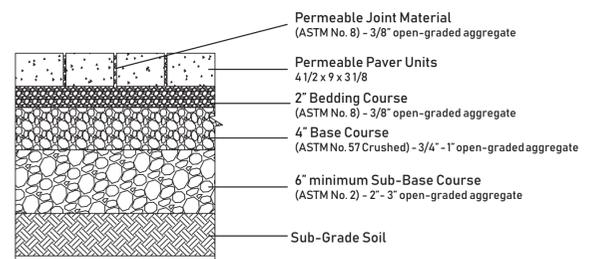
Scale: 1" = 10' - 0"



Looking toward the food trucks from the seating area.

## Paving Detail

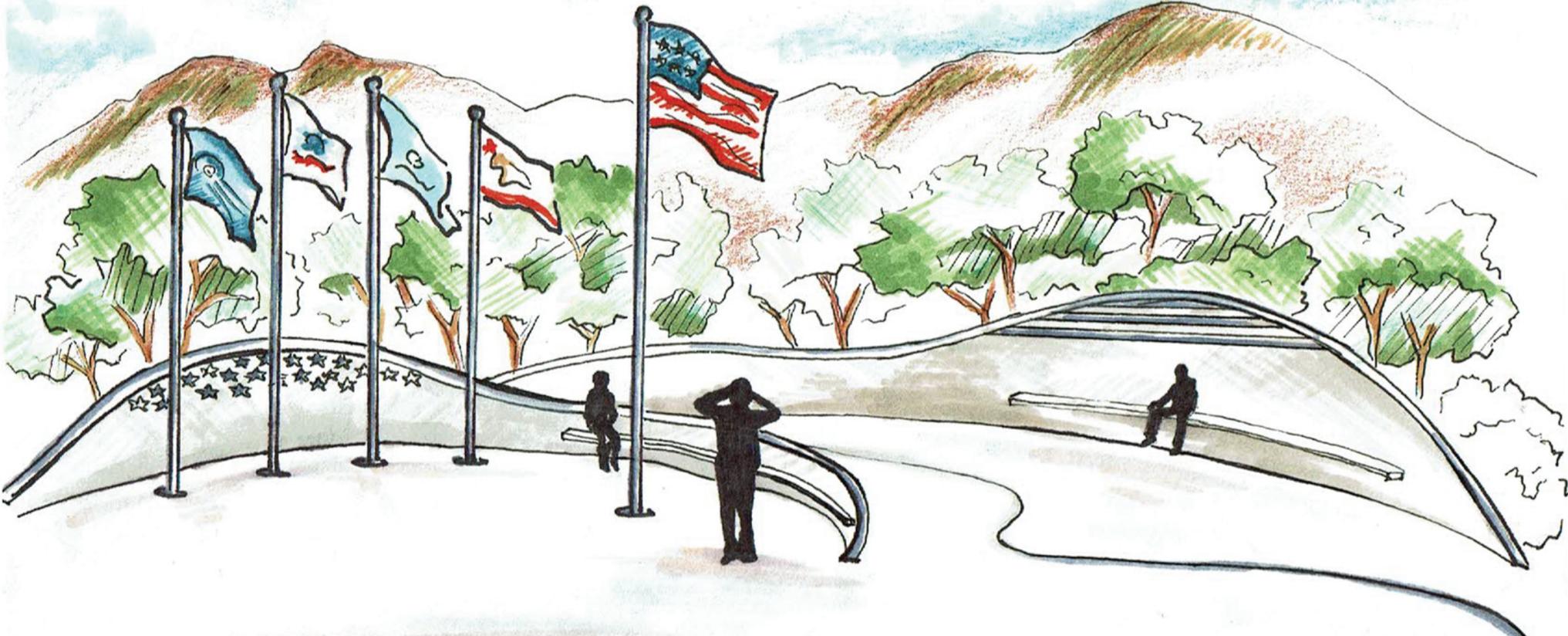
Scale: 1 1/2" = 1' - 0"



# THE DAILY GRIND

## AVENUE OF FLAGS MEDIAN THREE

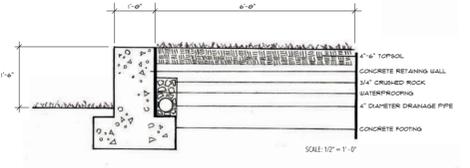
SIETA WAGNER // JUNE 0TH 2020



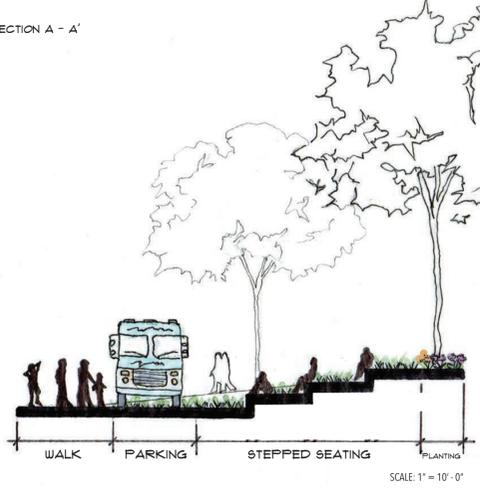
### INSIDE THE DAILY GRIND

Located in the heart of Buellton, CA, Median 3 is a part of the greater redevelopment of the infamous Avenue of Flags dedicated by Ronald Regan and the former 101 Highway. The redevelopment project is working to transform the downtown into a vibrant, pedestrian friendly main street. The redesign of Median 3 focuses on fostering connectivity by providing a gathering space for the inhabitants of Buellton to come together and relish in their community, location, and history. To create an inclusive environment for the people, community design theory was applied. Community theory is the idea that spaces can be designed to provide something for everyone because it is specifically created for everyone. Spaces are designed for multiple uses so that all users are accommodated. For example, a simple set of stairs that allows you to go up and down can also be a place for children to play, a group hangout, exercise, or people watching. Direct applications that you can see in the landscape design include stair style seating, interactive art, open space, and lawn. In stating that, at the forefront of my design thinking are the needs of people. The form is simplistic, and solution based, prioritizing community needs and functionality above all. Whilst fulfilling community needs, the design creates a funky, modern, re-imagined Buellton that employs sustainable practices and plays to its small-town strengths, showcasing its amazing community and deep historical roots. The overarching goal of the project is to provide something for everyone by specifically creating multi-functional spaces that are designed for all users.

#### STEPPED SEATING CONSTRUCTION DETAIL



#### SECTION A - A'



#### EVENT CENTER

Space for community gathering and events, equipped for hand concerts, movies on the park, art events, food trucks, and more. This area will be adjacent to the visitors center and restrooms.



#### FLAG PLAZA

Lively, attractive plaza that features a history wall and the original American flag that Ronald Regan donated, among other flags that he bestowed with flowers with that honor the local mountain, sign and creates a perfectly centered view. The plaza greets visitors coming off the 101 Highway, reminds and showcasing Buellton's past and future.



#### MAN GREEN

Green space for all to enjoy when people can picnic, people watch, run, or play various activities and walk on or use the flag.



#### KIDS WORLD

Magical Kingdom for kids to let their imagination run wild. This space features a sand pit, merry-go-round, slides, and water features. All under the shade of mature play so that children can get messy and determine how they want to play.



#### FAMILY FUN

Space specifically designed to give users a safe, playful space to take a break. While the kids are at play across the way, adults can lounge under the canopy, work, enjoy the fountain, or relax in the outdoor fitness facility. It is important to give people equal access to a fitness facility for citizens health and equality.

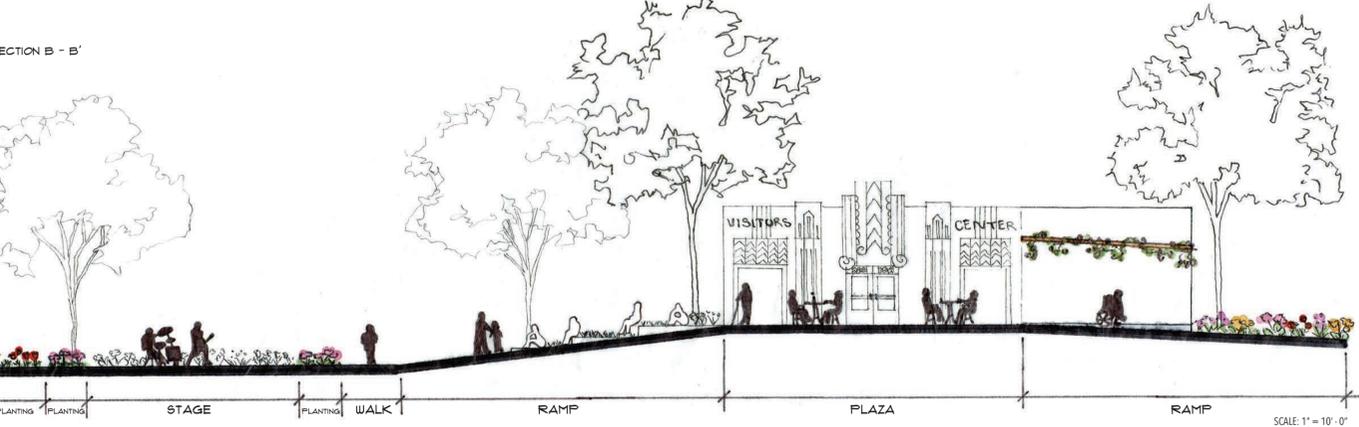


#### NATURES WALK

Forested walk featuring only California native plants that makes you feel as though you are on a hiking trail. Along the walk you will discover three different garden rooms with different ecological color schemes. You will also come across various benches and restorative ponds along the way.



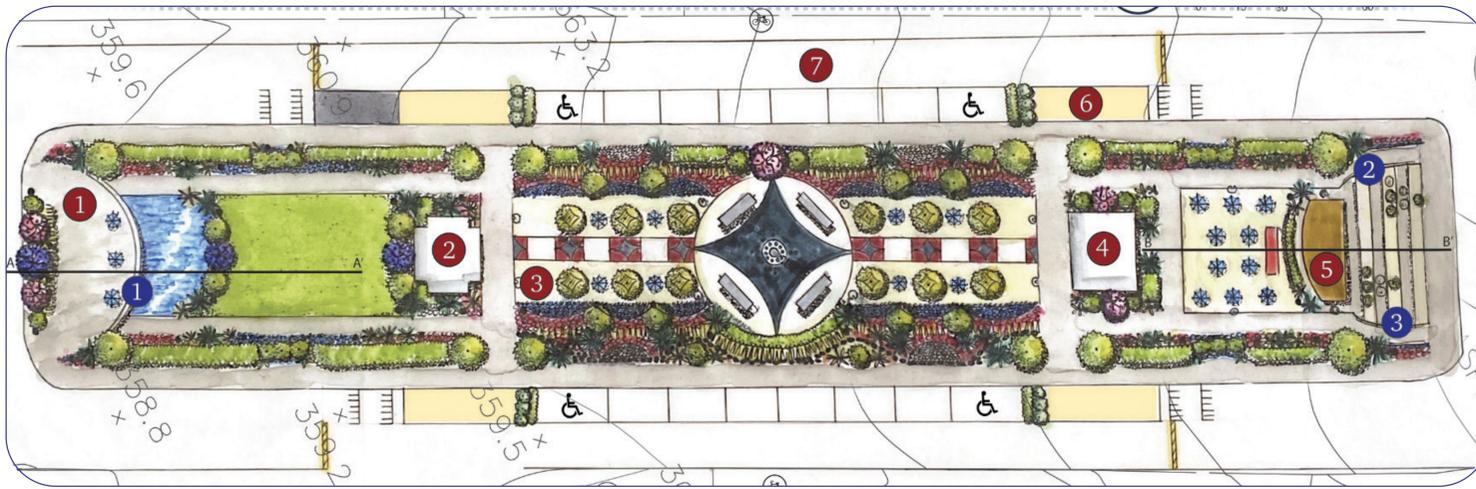
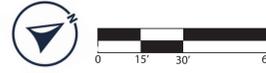
#### SECTION B - B'



# AVENUE OF THE FLAGS MEDIAN 3 / THE CIVIC JUNCTION

MARYAM ABUTABIKH / LA 204 / SPRING 2020 / DAVID WATTS

**MASTER PLAN** Embracing Buellton's roots through inspiration derived from the city's car culture. By creating an elegantly balanced central plaza with paving reminiscent of a hood ornament, Buellton residents can feel grounded and proud within the city they call home.



## BACKGROUND

The Avenue of Flags is a significant historic street located in Buellton, CA. This street was the original location of the Coast Highway 101 until the 1960s. The route was renamed after Ronald Reagan visited the site. Flags line the medians bisecting the road, and a memorial for fallen soldiers with a meandering walk is located on Median 4. Median 3 is intended to serve as the new downtown core for Buellton. This redesign alludes to Buellton's patriotic roots and offers the city a fresh area for residents and visitors to enjoy.

## PROGRAM

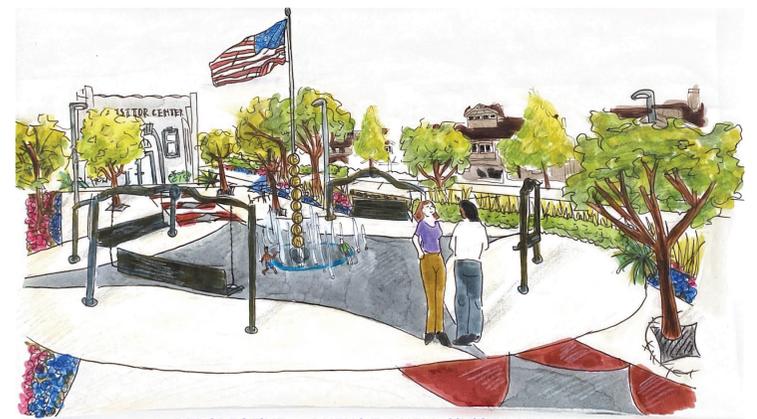
- 1 **Zaca Recreation Area** - Raised Seating Area Overlooking Pond / Zaca Pond / Recreational Lawn
- 2 **Restroom** - Men's / Women's / 1 Gender Neutral Family Room
- 3 **Rufus T. Buell Civic Plaza** - Seating Area / Bench Swings / Interactive Water Feature / American Flag / 3' Infiltration Trench
- 4 **City of Buellton Visitor Center** - Information on Current & Upcoming Events / History of Buellton Exhibition
- 5 **Cuesta Flex Space** - Shaded seating Area / Community Art Gallery / Amphitheater
- 6 **Parking** - 4 Handicap Spaces / 12 Parking Spaces / 4 Loading Zones / Bike Parking / Storage & Utility Shed
- 7 **Street** - 2 Speed Bumps on Either Side of Median (4 Total) / Bike Lane

## SPOT ELEVATIONS

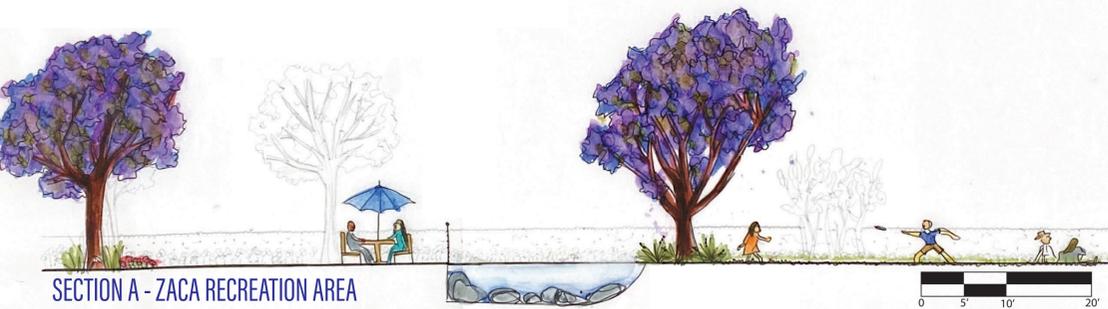
- 1 **Zaca Recreation** - TOW: 364' BOW: 359.5'
- 2 **Flex Space** - TOW: 374.55' BOW: 373.05'
- 3 **Flex Space** - TOW: 370.81' BOW: 369.31'



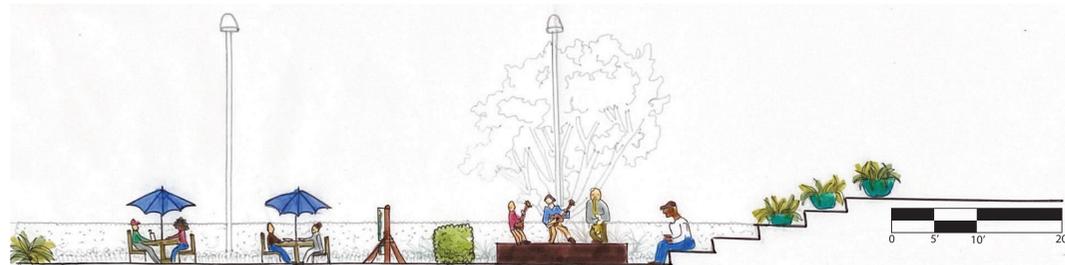
PERSPECTIVE 1: ZACA RECREATION AREA



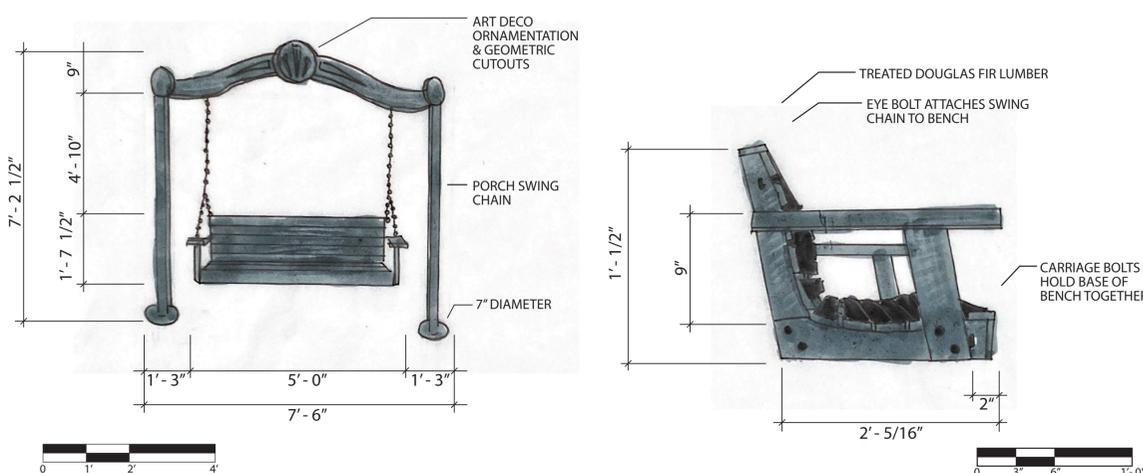
PERSPECTIVE 2: RUFUS T. BUELL CIVIC PLAZA



SECTION A - ZACA RECREATION AREA



SECTION B - CUESTA FLEX SPACE



CONSTRUCTION DESIGN DETAIL - BENCH SWING

## DESIGN THEORIES EMPLOYED

### ◆ CITY AS COMMUNITY

Cuesta Flex Space offers two different multi-use seating areas. The formal seating area has movable tables that surround an art gallery, celebrating Buellton's local artists with monthly exhibits and community art classes. The other seating area is a more permanent stair-style area that also functions as a gathering space.

### ◆ LANDSCAPE AS INFRASTRUCTURE

Storm Drainage is utilized as a focal point within this design. An infiltration trench complements the foliage surrounding Buell Civic Plaza. This trench directs water into culverts that lead to Zaca Pond. A seating area overlooks Zaca Pond, which enhances the viewshed from that area.

### ◆ TACTICAL URBANISM

Movable furniture is used in many different areas within the median. For example, the tables in Buell Civic Plaza can be relocated to the storage shed to allow for weekly farmer's markets.

### ◆ C.R.A.P. FOR EFFECTIVE VISUAL DESIGN

Contrast is evident throughout the design, and it is enhanced through strikingly different colors that complement each other as well as the site's patriotic history. Repetition of curves and diamond shapes creates elegance throughout the space. An axial line clearly bisects the site laterally, creating a sense of balance. Proximity is evident through separate grouping of hardscape and softscape throughout the design.

## Cal Poly Median 3 Design Concepts Planning Commission Comments 06-18-20

### LIKES

- Traffic calming measures
- Widening of the median
- Lights
- History museum/visitors center
- Smaller bioswales/detention ponds scattered throughout
- Large amphitheater space
- Restrooms on both ends of the median
- Food trucks and related parking
- Kiosk spaces
- Lots of seating areas
- Permeable paving
- Base form of “Patriotic Wave” concept design
- Patriotic themes (but not too overdone)
- Meandering paths
- Like the car emblem/diamond shape in the center of “A Civic Junction”
- Naming the areas like “Buell” and “Zaca”
- Kinetic sculptures that celebrate the wind

### WANT TO SEE MORE OF...

- Art Deco design
- Trees and shade features (shade sails, etc)
- Drought tolerant landscaping
- Flexibility in open space and seating (ability to move furniture/structures), “usable space 100% of the time”
- Community gathering space
- Attention getters

### DISLIKES

- Standard playgrounds (maybe interactive sculptures instead)
- Water features – too much wind for this, want to conserve water
- Large bioswales/detention ponds - don’t want ponds to become a safety hazard/nuisance
- Don’t need more space for flags
- Separating the median with buildings, want a big open space
- Rigid/too linear of paths or design
- Maybe not swinging benches

**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: Andrea Keefer, Planning Director

Meeting Date: July 9, 2020

Subject: Ordinance No. 20-05 – “An Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-02) Relating to Electric Vehicle Charging Station Permit Expediting, Amending Sections 19.02.030 and 19.12.020, and Adding Section 19.06.280” (Second Reading)

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**BACKGROUND**

On June 25, 2020 the City Council introduced and held the first reading of Ordinance No. 20-05, an ordinance updating Title 19 (Zoning) of the Buellton Municipal Code pertaining to electric vehicle charging station permit expediting.

**RECOMMENDATION**

That the City Council consider adoption of Ordinance No. 20-05 – “An Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-02) Relating to Electric Vehicle Charging Station Permit Expediting, Amending Sections 19.02.030 and 19.12.020, and Adding Section 19.06.280” by title only and waive further reading.

**ATTACHMENTS**

Ordinance No. 20-05 (Exhibit A)

**ORDINANCE NO. 20-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, CONSIDERING REVISIONS TO TITLE 19 (ZONING) OF THE BUELLTON MUNICIPAL CODE (20-ZOA-02) RELATING TO ELECTRIC VEHICLE CHARGING STATION PERMIT EXPEDITING, AMENDING SECTIONS 19.02.030 AND 19.12.020, AND ADDING SECTION 19.06.280**

**WHEREAS**, in 2015, the State of California adopted Assembly Bill 1236 (Codified as Government Code Section 65850.7), requiring local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations. Government Code Section 65850.7 delegates limited review authority to cities when processing applications for electric vehicle charging stations; and

**WHEREAS**, adoption of the zoning ordinance amendments set forth in Exhibit A (“Amendments”) is consistent with the requirements of Government Code Section 65850.7, governing the expedited, streamlined approval of electric vehicle charging stations; and

**WHEREAS**, On May 21, 2020, the City Planning Commission of the City of Buellton held a public hearing to consider Resolution No. 20-02, at which time all persons interested in the Resolution had the opportunity to address the Planning Commission on the subject matter. Following receipt of public testimony, the Planning Commission closed the public hearing and adopted Resolution No. 20-02; and

**WHEREAS**, all legal prerequisites have occurred prior to adoption of this Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUELLTON DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1:** All proceedings having been duly taken as required by law, and upon review of the information provided in the staff report, consideration of the testimony given at the public hearing, as well as other pertinent information, the City Council finds the following:

**A. Record.** Prior to rendering a decision on any aspect of the proposed zoning ordinance amendments, the City Council considered the following:

1. All public testimony, both written and oral, received in conjunction with the public hearings conducted by the Planning Commission on May 21, 2020 (“Planning Commission Public Hearing”).
2. All oral, written and visual materials presented by City staff in conjunction with the Planning Commission Public Hearing.
3. All public testimony, both written and oral, received in conjunction with that certain public hearing conducted by the City Council on June 25, 2020 (“City Council Public Hearing”).

4. All oral, written and visual materials presented by City staff in conjunction with the City Council Public Hearing.
5. The following informational documents which, by this reference, are incorporated herein.
  - a. The staff report submitted to the City Council dated June 25, 2020 (the “Staff Report”).
  - b. The recommendation of the Planning Commission approved on May 21, 2020, and set forth in Resolution No. 20-02.

**B. Public Review.** On the basis of evidence hereinafter listed, all administrative procedures and public participation requirements prescribed in the Buellton Zoning Ordinance have been lawfully satisfied:

1. A notice was published in a legal section of a newspaper on June 11, 2020 (the “Public Notice”), a minimum of ten (10) days in advance of the City Council Public Hearing conducted on June 25, 2020.
2. The Public Notice and Agenda for the Public Hearing was posted in two conspicuous public places on June 11, 2020, a minimum of 10 days before the June 25, 2020, Public Hearing.

**C. Environmental Clearance.** Adoption of the zoning ordinance amendments is exempt from the California Environmental Quality Act (“CEQA”) because the amendments implement the provisions of California Government Code Section 65850.7 and is therefore exempt pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268 pertaining to Ministerial Projects.

**D. Consistency Declarations.** Based on (i) the evidence presented in the Staff Report (incorporated herein by reference), (ii) consultations with affected City Departments, and (iii) testimony and comments received in connection with the public hearing, the City Council does hereby declare as follows:

**1. Zoning Ordinance Amendments.**

a. **Findings:**

- i. The Amendments are in the interests of the general community welfare due to their consistency with the requirements of Government Code Section 65850.7.
- ii. The Amendments are consistent with the General Plan, the requirements of state planning and *zoning* laws, and Title 19 of the Zoning Ordinance.

- iii. The Amendments are consistent with good zoning and planning practices.

**SECTION 2:** In accordance with the changes set forth in Exhibit A to this Ordinance, Title 19 (Zoning) of the Buellton Municipal Code is hereby amended.

**SECTION 3:** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance irrespective of the fact that any one or more sections, subsections, subdivision, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

**SECTION 4:** The City Clerk: (i) shall certify as to the passage of this Ordinance and shall cause the same to be published as required by law; (ii) is hereby authorized and directed to make typographical, grammatical and similar corrections in the final text of the Ordinance so long as such corrections do not constitute substantive changes in context; and (iii) cause the Buellton Municipal Code to be reprinted by adding the language contained within Section 2 of this Ordinance.

**PASSED, APPROVED, AND ADOPTED** this 9th day of July, 2020.

\_\_\_\_\_  
 Holly Sierra  
 Mayor

ATTEST:

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

Exhibit A – Draft Amendments to Title 19 (Zoning) Related to (Electric Vehicle Charging Stations)

## EXHIBIT A

### DRAFT AMENDMENTS TO TITLE 19 (ZONING ORDINANCE) RELATED TO ELECTRIC VEHICLE CHARGING STATIONS

#### Chapter 19.02 ZONING DISTRICTS AND ALLOWABLE LAND USES

##### 19.02.030 Allowable land uses and permit requirements.

*[Changes consist of adding electric vehicle charging stations as an Exemption from Land Use Permit Requirements as follows:]*

B. Exemptions from Land Use Permit Requirements. The land use permit requirements of this title do not apply to the following activities, uses of land and structures, provided that activities which are exempt from land use permit requirements shall comply with all other applicable regulations of this title including, but not limited to, use, setback, and height, except as otherwise specified.

14. Electric Vehicle Charging Stations. As specified in Section 19.06.280. Includes readiness measures taken for the future installation of charging stations such as the installation of a raceway and panel capacity. Regulations applied shall be limited to health and safety standards.

#### Chapter 19.06 SPECIFIC USE REQUIREMENTS

*[Changes consist of adding the following new Section 19.06.280 to this Chapter.]*

##### 19.06.280 Electric vehicle charging stations

- A. Purpose. The purpose of this section is to provide an expedited, streamlined electric vehicle charging station permitting process that complies with California Government Code Section 65850.7.
- B. Definitions. The terms, phrases, and words used in this section shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7, including the following:
1. "Specific, adverse impact" means a significant, quantifiable, direct, or unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- C. Applicability.
1. This section applies to the permitting of all electric vehicle charging stations in the City.
  2. All electric vehicle charging stations legally established or permitted prior to the effective date of this ordinance shall not require a permit issued under this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station.
  3. Routine operations and maintenance or like-kind replacements of the components of an electric vehicle charging state shall not be subject to permitting.
- D. Application Process.

1. All documents required for submission of an electric vehicle charging station application shall be made available on the City's website.
  2. The City shall provide a checklist of all requirements with which electric vehicle charging stations shall comply in order to be eligible for expedited review.
  3. Electronic submittals by utilization of email, the internet or facsimile and electronic signatures shall be accepted on all forms, applications, and other documents submitted.
  4. An application that satisfies the information requirements in the checklist, as determined by the City, shall be deemed complete and administratively approved.
  5. Upon receipt of an incomplete application, a written correction notice shall be issued detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
  6. An application for a charging station shall not be denied unless written findings are made based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives for preventing the adverse impact.
- E. Exemption. Charging stations shall be exempt from Land Use Permit requirements, as set forth in Section 19.02.030 of this title, unless a Zoning Clearance is required per this section.
- F. Zoning Clearance.
1. A Zoning Clearance shall be required if, based on substantial evidence, a finding is made that the charging station would have a specific, adverse impact upon the public health and safety.
  2. Any conditions on a Zoning Clearance approval shall be solely imposed in order to mitigate the specific, adverse impact upon the public health or safety and shall do so at the lowest cost possible.
- G. The approval for any electric vehicle charging station application or permit shall not be conditioned on the approval of such a system by an association, as defined by Civil Code Section 4080.
- H. Requirements.
1. Regulations applied shall be limited to applicable local, State and Federal health and safety requirements necessary to ensure the proposed installation will not have a specific, adverse impact on public health or safety, including, but not limited to the following:
    - a. Applicant shall verify the electric vehicle charging station meets all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability, and the Americans with Disabilities Act.
    - b. Setbacks. No installation shall conflict with required setbacks as set forth in Section 19.04.160 of this title.
    - c. Signs. All signs proposed as part of the project shall require separate sign approval through the provisions set forth in this title.
    - d. Noise. If there is substantial evidence that the installation would have an adverse impact to noise levels, the applicant must verify compliance with adopted noise regulations of the City of Buellton, in Section 8.04.030(G) of this title.
    - e. Easements. No installation shall conflict with existing or proposed easements.

## **Chapter 19.12 DEFINITIONS**

### **19.12.020 Definitions of specialized terms and phrases.**

*[Changes consist of adding a definition for electric vehicle charging stations as follows:]*

“Electric vehicle charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

**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: July 9, 2020

Subject: Consideration of Request to Join Central Coast Community Energy (CCCE)

Ordinance No. 20-06 – “An Ordinance of the City Council of the City of Buellton, California, Authorizing the Implementation of a Community Choice Aggregation Program by Participating in Central Coast Community Energy’s Community Choice Aggregation Program” (Second Reading)

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**BACKGROUND**

On May 28, 2020, following a presentation by the Monterey Bay Community Power (MBCP) Community Choice Energy authority, the City Council directed staff to return with documents for the City Council to consider joining MBCP. Staff returned with the documents necessary to facilitate membership in the MBCP on June 25, 2020, and at that time adopted Resolution No. 20-20 to request membership, and introduced for first reading Ordinance 20-06 to authorize the implementation of a Community Choice Aggregation program.

Since the June 25 meeting, staff has been advised that MBCP will be changing its name to Central Coast Community Energy (CCCE) prior to the filing of the City’s request to join to the California Public Utilities Commission, and that sample language for the ordinance identifying them as MBCP was provided to the City in error. Therefore, MBCP has requested that the name be corrected on the ordinance to CCCE. As this is the correction of what is essentially a clerical error, the City Attorney has advised that a re-introduction of the ordinance is unnecessary, and that the second reading may take place with the corrected language within the ordinance. With this change noted, this item is ready for second reading. Per City Attorney advice, the resolution that accompanied this ordinance at its introduction has also been corrected and re-submitted for the Mayor’s signature.

**ENVIRONMENTAL REVIEW**

The establishment of a CCE is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to the CEQA Guidelines, as it is not a “project” as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because energy will be transported through existing infrastructure (14 Cal. Code Regs. § 15378(a)). Further, establishing a CCE is exempt from CEQA as there is no possibility that this it would have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). Further, the establishment of a CCE is also categorically exempt because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment (14 Cal. Code Regs. § 15308).

**FISCAL IMPACT**

There are minimal financial obligations to join this Joint Powers Authority. CCCE indicates that there will be no cost to the City to update the Implementation Plan and the JPA document.

**RECOMMENDATION**

That the City Council consider adoption of Ordinance No. 20-06 – “An Ordinance of the City Council of the City of Buellton, California, Authorizing the Implementation of a Community Choice Aggregation Program by Participating in Central Coast Community Energy’s Community Choice Aggregation Program” by title only and waiver further reading.

**ATTACHMENTS**

Ordinance No. 20-06

**ORDINANCE NO. 20-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM BY PARTICIPATING IN CENTRAL COAST COMMUNITY ENERGY'S COMMUNITY CHOICE AGGREGATION PROGRAM**

**WHEREAS**, the City Council has previously directed staff to investigate the feasibility and formation of a Community Choice Aggregation (CCA) program under the provisions of the Public Utilities Code section 366.2 in order to provide electric service to customers within the City of Buellton (City) with the intent of achieving reduced greenhouse gas emissions, local renewable power development, competitive electric rates and the implementation of energy conservation and other energy programs; and

**WHEREAS**, Central Coast Community Energy (CCCE) is an established CCA program capable of providing the desired financial and environmental benefits; and

**WHEREAS**, CCCE will enter into agreements with electric power suppliers and other service providers and, based upon those agreements, CCCE will be able to provide power to residents and businesses at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission certifies the amended Implementation Plan adopted by CCCE, CCCE will be able to provide service to customers within the City; and

**WHEREAS**, under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to receive service from the incumbent utility will be able to do so; and

**WHEREAS**, on June 25, 2020, and July 9, 2020, the City Council held public meetings on the manner in which the City will participate in a CCA program at which time interested persons had an opportunity to testify either in support of or opposition to the implementation of a CCA program serving the City through CCCE; and

**WHEREAS**, this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a)). Further, the ordinance is exempt from CEQA as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Regs. § 15061(b)(3)). The ordinance is also categorically exempt because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment. (14 Cal. Code Regs. § 15308).

**NOW, THEREFORE, the City Council of the City of Buellton does ordain as follows:**

**SECTION 1.** The above recitations are true and correct and material to this Ordinance.

**SECTION 2.** Based upon the forgoing, and in order to provide businesses and residents within the City with a choice of power providers and with the benefits described above, the City Council hereby elects to implement a community choice aggregation program within the jurisdiction of the City by participating as a group in the Community Choice Aggregation Program of CCCE, as generally described in its Joint Powers Agreement.

**SECTION 3.** This Ordinance shall take effect 30 days after its adoption. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be published and posted in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of July, 2020.

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Holly Sierra  
Mayor

ATTEST:

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Linda Reid  
City Clerk

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

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

To: The Honorable Mayor and City Council

From: Linda Reid, H.R. Director

Meeting Date: July 9, 2020

Subject: Consideration of City Manager Contract Adjustment for Fiscal Year 2020-21

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**BACKGROUND**

On March 26, 2020, the City Council approved a 3% Cost of Living Adjustment (COLA) for all full-time regular employees, effective, July 1, 2020. The City Manager was not included in this adjustment as his review was scheduled for June 25, 2020 and his contract states that the City Council must authorize the City Manager’s COLA. Past practice has included the City Manager in annual COLAs awarded to all full-time regular employees, though the City Council has the discretion to modify the compensation for the City Manager independent of what is provided to the regular employees.

If the City Council would like to address any other changes to the City Manager’s contract, the executed contract is included as Attachment 1.

**FISCAL IMPACT**

If the City Council awarded the City Manager the same COLA as the regular employees, the fiscal impact would be \$5,250 for Fiscal Year 2020-21, which has been included in the Mid-Cycle Budget Amendment.

**RECOMMENDATION**

Staff recommends that the City Council approve the 3% COLA for the City Manager effective July 1, 2020 and determine whether there are any other contract amendments that need to be considered at this time.

**ATTACHMENTS**

Attachment 1 – City Manager Contract

**CITY MANAGER EMPLOYMENT AGREEMENT**

This CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of July 1, 2019, between the City of Buellton (“City”) and Gilbert Scott Wolfe (“Wolfe”). In consideration of the mutual promises and agreements set forth below, City and Wolfe agree as follows:

**A. RECITALS.**

City desires to appoint and hire Wolfe as its City Manager (“City Manager”) and Wolfe desires to accept the appointment and the employment as the City Manager pursuant to the terms and conditions of this Agreement.

**B. AGREEMENT.**

1. **EMPLOYMENT.** City agrees to employ Wolfe to render services as its City Manager on the terms and conditions set forth in this Agreement, and Wolfe accepts such employment on the terms and conditions set forth in this Agreement.

2. **TERM.**

a. The initial term of this Agreement shall commence on July 1, 2019 and shall continue for a three-year term ending on June 30, 2022, or on the date of earlier termination of Wolfe’s employment in accordance with Section 6 below.

b. The City Council shall then have the option in its sole discretion to renew this Agreement for up to two additional one-year terms, in accordance with Section 6.c., below. In the event of renewal, the Agreement shall continue for a term of one year, or until the date of earlier termination of Wolfe’s employment in accordance with Section 6 below.

3. **POSITION AND DUTIES.** Wolfe shall serve as City Manager of City of City. Wolfe shall have those powers and duties set forth in City’s Municipal Code Section 2.08.060 for service as City Manager as well as those powers and duties set forth in the City’s Municipal Code and Personnel Rules. The City Council of the City (“City Council”) shall have the power to determine such other specific duties and responsibilities that Wolfe must perform under this Agreement and the means and manner by which Wolfe must perform those duties and responsibilities. Wolfe agrees to devote

all of his business time, skill, attention, and best efforts to the discharge of the duties and responsibilities assigned to him by the City Council during the term of his employment.

4. **HOURS AND LOCATION OF WORK.** Wolfe must devote the time necessary to adequately perform the duties of City Manager. The parties expect that a minimum of 40 hours per week, including additional time outside of normal business hours, will be required to satisfy this requirement. To the maximum extent possible (and excepting time necessary for City business such as meetings outside the City with other local and state agencies and organizations and to make inspections within the City of City property and facilities), Wolfe will be available in person at the City during regular business hours, Monday through Friday. The parties agree that Wolfe's presence in person is necessary in order to provide adequate availability to the City Council, City staff, and members of the community. In addition, Wolfe acknowledges and agrees that he will report to work when necessary for City operations, regardless of regularly scheduled hours, scheduled vacation leave, or holiday, to the extent such presence is reasonably possible. The position of City Manager is an exempt position under California and federal wage and hour law, and Wolfe acknowledges that he will not be entitled to any compensation for overtime.

5. **CONFLICT OF INTEREST.**

- a. In accordance with Government Code section 1126, during the period of Wolfe's employment, Wolfe may not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the City, that might cause a conflict of interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of Wolfe's duties as City Manager.
- b. Wolfe represents and warrants to City that Wolfe presently has no interest, and represents that Wolfe will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of Wolfe's services under this Agreement.

- c. Wolfe acknowledges and agrees that public employment, especially the position of City Manager, carries with it great public trust and responsibility. Wolfe agrees to perform his duties in accordance with the laws and rules governing public employment and will undertake those duties in a manner that avoids acts of an inappropriate or illegal nature and reasonably avoids those acts which may give rise to even the appearance of impropriety.
- d. Wolfe will adhere to the International City/County Association ("ICMA") Code of Ethics.

6. **AT-WILL EMPLOYMENT STATUS, EXCLUSION FROM CLASSIFIED SERVICE, AND TERMINATION.**

- a. **At-Will Employment.** Wolfe acknowledges that he is an at-will employee of City who will serve at the pleasure of the City Council at all times during the period of service under this Agreement. With respect to the manner in which Wolfe's employment with the City may be terminated, the terms of the City's personnel rules, procedures, ordinances, resolutions, (collectively "Personnel Rules"), do not apply to Wolfe's employment, and nothing in this Agreement is intended to, or does, confer upon Wolfe any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in this Section. Nothing contained in this Agreement will in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Wolfe as provided in this Section. And nothing in this Agreement will prevent, limit or otherwise interfere with the right of Wolfe to resign at any time from this position with City, subject only to the provisions set forth in sub-section d, below. The parties further acknowledge and agree that Wolfe is not subject to a probationary period.
- b. **Termination by City Not for Cause.** City may terminate Wolfe for any reason, and at any time, with or without cause, by providing Wolfe with the following (collectively, "Severance Payment"). City will provide Wolfe with up to six months of base salary, less applicable deductions, with any extension of benefits required by law (e.g., COBRA benefits) with the requirement that in exchange for the Severance Payment Wolfe must execute a settlement, waiver and

release document prepared by the City Attorney, of all claims against the City arising from or related to Wolfe's employment.

- i. Maximum Amount. Notwithstanding the foregoing, the parties acknowledge and agree that in no event may the Severance Payment exceed the maximum cash settlement amount established under Government sections 53260 - 53261 in effect as of the effective date of this Agreement.
  - ii. Form of Payment. Payment of the Severance Payment will be made at the discretion of the City, either in one lump sum or in incremental payments concurrent with the City's regular payroll schedule or procedure in place at the time of termination.
  - iii. Reimbursement of Payment. In the event that Wolfe is convicted of a crime involving an abuse of office or position, as defined in California Government Code section 53243.4, Wolfe shall be required to fully reimburse City in accordance with California Government Code sections 53243, 53243.1, and/or 53243.2.
- c. Non-Renewal. The City Council has sole discretion to determine whether to renew this Agreement upon its expiration. At least six months prior to the expiration of the term then in effect, the Council will provide written notice to Wolfe regarding the intended renewal or non-renewal of this Agreement. If the Council declines to renew this Agreement, Wolfe acknowledges that his employment will terminate upon expiration of the Agreement, unless the Council or Wolfe terminates Wolfe's employment earlier under another provision of this Section. Wolfe further agrees that he is not entitled to receive any Severance Payment from the City due to non-renewal, although the City Council may in its sole discretion elect to provide some form of compensation.
- d. Termination by Wolfe. Wolfe may separate from his employment for any reason and terminate this Agreement. Unless waived by the City Council, Wolfe must provide at least 60 calendar days' advance written notice of intended separation. City will have the option, in its complete discretion, to make Wolfe's separation effective at any time

prior to the end of such notice period, provided City pays Wolfe all compensation due and owing through the last day actually worked, plus an amount equal to the base salary, and group insurance benefits Wolfe would have earned through the balance of the above notice period. If Wolfe exercises this option to terminate this Agreement, Wolfe acknowledges and agrees that he is not entitled to receive any Severance Payment, although the City Council may in its sole discretion elect to provide some form of severance compensation.

- e. **Termination by City for Cause.** City may immediately terminate Wolfe's employment and this Agreement at any time by providing Wolfe written notice of cause for termination; provided, however, that Wolfe will have the right to address the City Council in a closed session (or open session if requested by Wolfe) regarding the grounds for such termination within 10 days of receipt of the notice of termination. This right to address the City Council will not alter the effective date of termination set forth in the notice of termination unless the City Council elects to do so following its meeting with Wolfe. In the event of a termination for cause, the City is not required to provide any Severance Payment under this Paragraph or any further salary to Wolfe, once the termination takes effect.
- i. "Termination for cause" is defined as termination because of demonstrable, or otherwise reasonably proven or admitted conduct that is materially prejudicial to the City, as determined by the City Council.
- ii. "Cause" may include, but is not limited to the following: conviction of a felony, conviction of a misdemeanor involving moral turpitude, or the entry of a plea of nolo contendere or a plea bargain to either such offense; material dishonesty; willful or persistent material breach of duties; engaging in unlawful or otherwise prohibited discrimination, retaliation, or harassment of employees or any third party in violation of the City's Personnel Rules and/or Policies; significant unauthorized absences under applicable City Personnel Rules and this Agreement; continued breach of this Agreement after receipt of written notification regarding such breach; unauthorized

disclosure of Confidential or Proprietary information (as defined below) relating to the City; failure to make reasonable improvements with respect to goals or other performance items mutually agreed upon by Wolfe and the City Council as specified in written performance evaluations; or a serious violation of any of the other examples of misconduct included in City's Personnel Rules.

- iii. Except as provided in this Agreement or except when Wolfe has a California or federal constitutional right to a name clearing hearing, Wolfe otherwise expressly waives any rights provided for employees in the Classified Service under the City's Personnel Rules, or under state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.
  
- f. **Extended or Long-Term Incapacity.** If, as a result of a long-term or permanent disability, sickness, accident, injury, mental incapacity or other personal health-related reason, Wolfe is unable to perform his essential duties after exhausting all accrued sick leave, personal leave, management leave, vacation or other available paid/unpaid leave under the City's Personnel Rules or state or federal law, City will have the option to terminate Wolfe's employment and this Agreement, subject to the Severance Payment requirements of this Section. In exercising this option, the City will comply with its obligations under applicable state and federal disability and public retirement laws.
  
- g. **Death; Designation of Recipient.** This Agreement will immediately terminate upon the death of Wolfe and all accrued salary, leave, compensation and other benefits will be paid to Wolfe's estate as required by applicable law. No Severance Payment will be made in the event of Wolfe's death. In accordance with Government Code section 53245, Wolfe may file with the City a designation of a person who, notwithstanding any other provision of law, will, on the death of Wolfe, be entitled to receive all warrants or checks that would have been payable to the Wolfe had he survived. Wolfe may change the designation from time to time. A person so designated may claim such warrants or checks from the City. On sufficient proof of identity, the City will

deliver the warrants or checks to the claimant. A person who receives a warrant or check pursuant to Government Code section 53245 is entitled to negotiate it as if he were the payee.

- h. **Obligations upon Termination.** Wolfe agrees that all property, including, without limitation, all equipment, tangible property, documents, records, notes, contracts, and computer or other electronically-generated materials furnished to or prepared by Wolfe incident to Wolfe's employment belongs to City and must be returned promptly to City upon termination of Wolfe's employment under any provision of this Section. Wolfe's obligations under this section will survive the termination of Wolfe's employment and this Agreement.
  - i. **Benefits upon Termination.** All benefits to which Wolfe is entitled under this Agreement will cease upon Wolfe's termination under any provision of this Section, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to Wolfe, or unless otherwise required by law.
  - j. **Forfeiture of Payments.** In accordance with Government Code section 53243 – 53243.4, in the event that Wolfe is convicted of a crime involving an abuse of office or position (as defined in Section 53243.4), Wolfe must reimburse the City for any paid leave pending an investigation or cash settlement (including any Severance Payment) as provided in those provisions.
7. **COMPENSATION AND BENEFITS.** Wolfe shall receive the following compensation and benefits:
- a. **Salary.** Wolfe shall receive an annual salary of One Hundred and Seventy-Five Thousand dollars (\$175,000.00), payable at the normal times as all employees of City. Such salary shall be effective as of July 1, 2019. Wolfe is eligible to receive the same amount of cost of living adjustments ("COLA") as may be received by other City employees as and when authorized by the City Council. The City Council shall have sole discretion in determining whether Wolfe will receive such a COLA.

b. **Benefits.** Wolfe shall receive such benefits as are provided to other management level City employees under the City's Personnel Rules and in accordance with any plan terms applicable to such employees.

i. **Medical and Health Insurance.**

(A) Wolfe shall be entitled to participate in the same health plans (medical, dental, and vision) and health savings or flexible spending programs which are provided to other City employees, and shall pay that portion of the employee and dependent rate or premium as is determined by the City Council for all management level employees.

(B) Commencing with the first month of Wolfe's eligibility to participate in the group health plan provided to City's employees through the Public Employees' Medical and Hospital Care Act (PEMHCA), the City will reimburse Wolfe for eligible medical expenses in accordance with the City Of Buellton Medical Expense Reimbursement Plan (MERP) in an amount not to exceed seven hundred fifty dollars (\$750.00) per month. The terms will be set forth in a document separate from this Agreement.

ii. **Retirement.** Wolfe shall also be entitled to participate as a member of the California Public Employees' Retirement System (CalPERS) in the CalPERS plan offered by City to other management level employees of City who are classic members of CalPERS, and to have the City make such contributions to the CalPERS plan as are made on behalf of other management level employees of City.

iii. **Deferred Compensation.** Wolfe shall also be entitled to participate in the City's deferred compensation plan upon the same terms as other City employees immediately upon the commencement date of this Agreement.

- iv. Education Incentives. Wolfe shall also be entitled to receive any education incentives for which he is eligible under the City's Personnel Rules.

8. VACATION.

- a. Upon commencement of the first year of this Agreement, Wolfe shall receive twenty (20) days of vacation. Wolfe shall also be eligible to accrue ten (10) days of vacation per calendar year during his first two full years of employment with the City.
- b. After Wolfe's second full year of employment, Wolfe shall be eligible to accrue fifteen (15) days of vacation per calendar year..
- c. The maximum number of vacation days that may be accrued by Wolfe is forty (40) days. Once Wolfe reaches the maximum accrual, he shall cease vacation accrual until his total number of vacation hours falls below the maximum allowable.

9. SICK LEAVE. Wolfe shall be entitled to accrue and use sick leave under the City's Personnel Rules in the same manner as all City employees.

10. MANAGEMENT LEAVE. Wolfe shall be entitled to forty (40) hours of Management Leave per calendar year.

11. VEHICLE ALLOWANCE/USE OF CITY OF VEHICLE.

- a. Wolfe shall be entitled to a monthly vehicle allowance in the amount of four hundred dollars (\$400) to carry out his required duties and to be available to respond to the demands of City business at all times, including weekends. The allowance shall be used to purchase, lease, or continue to own, a vehicle, as well as to operate and maintain that vehicle. However, Wolfe shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle with liability limits not less than \$100,000 per occurrence/ \$300,000 aggregate, and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, depreciation, and replacement of said vehicle. The City shall not be liable for any damage to Wolfe's vehicle, unless caused by the City's

negligence (Wolfe's negligence excepted). If Wolfe is responsible for an accident while driving his personally owned vehicle while on City business, he is responsible for any increase in his automobile insurance premium.

- b. In lieu of a vehicle allowance, Wolfe shall be entitled to assignment of a City vehicle for his exclusive use at all times during his employment, provided that the use of the vehicle is primarily for business use. Wolfe will be responsible for ensuring routine maintenance and safe operation of the vehicle. However, the City will pay for all such maintenance and operating costs.

**12. BUSINESS AND PROFESSIONAL EXPENSES.**

- a. City shall reimburse Wolfe according to California law and standard City practices for all actual and necessary expenses he incurs in the performance of his official duties as City Manager, including those incurred when traveling on business pertaining to City.
- b. In addition, to the extent authorized in the budget, City agrees to pay the professional dues and subscriptions on behalf of Wolfe which are necessary for Wolfe's continuation or full participation in international, national, regional, state, or local associations and organizations and to attend professional conferences and seminars as necessary and desirable for Wolfe's continued professional participation, growth, and advancement, or for the good of the City.

**13. HOUSING ASSISTANCE.**

- a. City shall reimburse Wolfe for actual moving and temporary housing expenses incurred for relocation of Wolfe's current residence, not to exceed ten thousand dollars (\$10,000), upon presentation of appropriate documentation reflecting such expenses.
- b. In the event Wolfe enters into a purchase agreement for his primary residence within the City limits of Buellton, City shall make available to Wolfe a loan with a principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00), with an annual interest rate of four percent (4%), provided that such loan, when added to any additional loans for the purchase of the residence, shall not exceed ninety five percent (95%) of

the purchase price of the residence. The loan shall be an "interest-only" loan for a period of five years, with repayment in full at the end of the fifth year unless the parties otherwise agree. Loan payments shall be made through bi-weekly payroll deductions, in accordance with Wolfe's signed authorization. The loan may be prepaid earlier without penalty. The loan will be evidenced by a promissory note made by Wolfe payable to City, secured by a deed of trust on the property, and to the extent permitted by any commercial lender from which Wolfe obtains additional financing for the purchase of the residence, City shall have priority lien position over other financing. Wolfe shall be responsible to pay all applicable taxes, insurance and homeowner fees on the property, and Wolfe shall be responsible for maintaining the property in good repair at all times. The promissory note shall be due and payable in full (a) within twelve (12) months following termination of Wolfe's employment by the City for cause, disability, or death pursuant to Section 6 of this Agreement; or (b) within six (6) months following termination of Wolfe's employment by Wolfe for any reason, or the date on which the City determines, in its reasonable discretion, that the property is no longer Wolfe's primary residence for any reason other than his death. The remaining terms of the loan shall be memorialized in a separate agreement between City and Wolfe, and the parties shall cooperate in the development and execution of any additional documents needed to memorialize and secure the loan agreement.

14. **PERFORMANCE REVIEW.** A formal performance review shall take place before the end of each year of this Agreement. During the first year of this Agreement, the City Council shall have the option to conduct quarterly reviews. The City Council will use the performance review to determine the extent, if any, that Wolfe's base salary and/or benefits of Wolfe should be increased. The evaluation shall be conducted in accordance with specific criteria developed by the City Council after consultation with Wolfe. Such criteria may be added to or deleted as the City Council may from time to time determine, after consultation with Wolfe. Nothing in this Agreement shall be construed to limit the Council from conducting additional discussion of Wolfe's performance from time to time, in the Council's discretion.
15. **BOND.** The City will bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

16. **NONASSIGNMENT.** Wolfe's duties and obligations under this Agreement are personal and are not assignable.
17. **PUBLIC RECORD.** The parties acknowledge that this Agreement is a public record as such term is defined under the California Public Records Act [commencing at Government Code section 6250 and following] and must be made available for inspection and copying to members of the public upon request in accordance with the provisions of the Act.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Wolfe acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this document.
19. **AMENDMENT.** This Agreement, and any and all terms and conditions contained herein, may only be changed, revoked, amended, or superseded by a written document signed by both Wolfe and the Mayor following approval of the City Council.
20. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
21. **NO WAIVER.** No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.
22. **PARTIAL INVALIDITY.** The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity or enforceability of the other provisions or portions of this Agreement.
23. **INTERPRETATION.** No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

24. **HEADINGS.** Headings used in this Agreement are for convenience only and shall not be considered part of the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

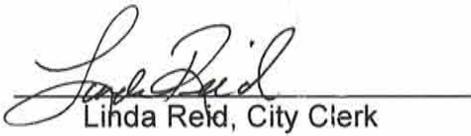
GILBERT SCOTT WOLFE

  
Gilbert Scott Wolfe

CITY OF BUELLTON

  
Holly Sierra, Mayor

Attest:

  
Linda Reid, City Clerk

Approved as to Form:

  
Gregory M. Murphy, City Attorney