



# CITY OF BUELLTON

## CITY COUNCIL AGENDA

**Regular Meeting of October 8, 2020 at 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 September 24, 2020 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/2020 and Fiscal Year 2020/2021**
3. **Filing of an Amended 2020-21 Claim with the Santa Barbara County Association of Governments (SBCAG) for State Transit Assistance (STA) Fund 2019-20 Apportionments**  
❖ (Staff Contact: Finance Director Shannel Zamora)
4. **Financial Report for the Fourth Quarter Ending June 30, 2020**  
❖ (Staff Contact: Finance Director Shannel Zamora)

### PRESENTATIONS

### PUBLIC HEARINGS

**(POSSIBLE ACTION)**

5. **Resolution No. 20-25 – “A Resolution of the City Council of the City of Buellton, California, Finding and Determining that the Public Interest, Convenience and Necessity Require the Acquisition of Property Interests for Public Purposes”**  
❖ (Staff Contact: Public Works Director Rose Hess)

### 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)**

- 6. Consideration of a New Contract with Metro Ventures Ltd. for Irma L. Tucker to Provide Professional Planning Services**  
❖ *(Staff Contact: Planning Director Andrea Keefer)*
  
- 7. Resolution No. 20-27 – “A Resolution of the City Council of the City of Buellton, California, Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues”**  
❖ *(Staff Contact: City Manager Scott Wolfe)*
  
- 8. Approval of Use of 202 Dairyland Road (“Willemsen Property”) for City-Sponsored Recreational Event**  
❖ *(Staff Contact: City Manager Scott Wolfe)*

**CITY MANAGER’S REPORT**

**ADJOURNMENT**

The next regular meeting of the City Council will be held on Thursday, October 22, 2020 at 6:00 p.m.

# CITY OF BUELLTON

**CITY COUNCIL MEETING MINUTES**  
**Regular Meeting of September 24, 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, Vice Mayor Art Mercado, and Mayor Sierra

**Absent:** Council Member John Sanchez

**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), Planning Director Andrea Keefer (via Zoom)

## REORDERING OF AGENDA

Mayor Sierra requested that Item 6 be continued to the Council meeting of October 8, 2020, so that Council Member Sanchez can take part in the discussion.

### 6. **Consideration of a New Contract with Metro Ventures Ltd. for Irma L. Tucker to Provide Professional Planning Services**

#### **MOTION:**

Motion by Council Member King, seconded by Council Member Andrisek continuing Item 6 to the meeting of October 8, 2020, to allow Council Member Sanchez to participate in the discussion.

#### **VOTE:**

Motion passed by a roll call vote of 4-0.  
Council Member Andrisek – Yes  
Council Member King – Yes  
Vice Mayor Mercado – Yes  
Mayor Sierra – Yes

## **PUBLIC COMMENTS**

Ashley Coelho, Buellton, submitted letters for the record supporting a ban on the sale of flavored tobacco products in the City of Buellton.

Juan Sanchez, Buellton, submitted a letter for the record supporting a ban on the sale of flavored tobacco products in the City of Buellton.

Jennifer Cabrera, Buellton, submitted a letter for the record supporting a ban on the sale of flavored tobacco products in the City of Buellton.

Hailey Johnson, Solvang, submitted a letter for the record supporting a ban on the sale of flavored tobacco products in the City of Buellton.

## **CONSENT CALENDAR**

- 1. Minutes of September 10, 2020 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20 and Fiscal Year 2020/2021**
- 3. Monthly Treasurer's Report – August 31, 2020**
- 4. Filing of an Amended Claim with the Santa Barbara County Association of Governments (SBCAG) for Revised Allocation of Transportation Development Act Funds (TDA) for Fiscal Year 2020-21**

### **MOTION:**

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

### **VOTE:**

Motion passed by a roll call vote of 4-0.

Council Member Andrisek – Yes

Council Member King – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

## **PRESENTATIONS**

None

## **PUBLIC HEARINGS**

None

## **COUNCIL MEMBER COMMENTS/ITEMS**

Council Member King requested and the Council agreed by consensus to have staff bring back a resolution suggesting the City maintain local control over its regulations, rather than the State of California.

Mayor Sierra congratulated Logan DeLeon for achieving his Eagle Scout.

Mayor Sierra requested and the Council agreed by consensus to continue the discussion regarding a ban on flavored tobacco being sold in the City of Buellton when the entire Council is present.

## **WRITTEN COMMUNICATIONS**

None

## **COMMITTEE REPORTS**

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

Vice Mayor Mercado announced that he attended the Buellton Visitors Bureau's Board meeting and stated that Executive Director Kathy Vreeland would brief the Council on the meeting during her presentation under Item 5.

Mayor Sierra announced that she attended the Library Advisory Committee meeting and provided an oral report regarding the meeting.

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

## **BUSINESS ITEMS**

### **5. Annual Report from the Buellton Visitors Bureau for the Period July 2019 through June 2020**

#### **RECOMMENDATION:**

That the City Council receive the Annual Report from the Buellton Visitors Bureau.

#### **STAFF REPORT:**

Finance Director Zamora presented the staff report.

**SPEAKERS/DISCUSSION:**

Kathy Vreeland, Executive Director of the Buellton Visitors Bureau provided a PowerPoint presentation showing the Buellton Visitors Bureau's activities from July 2019 through June 2020.

The City Council thanked the Visitors Bureau for their efforts to showcase Buellton.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**7. Approval of Office of Traffic Safety (OTS) Grant Agreement and Consulting Services Agreement with SBIKE****RECOMMENDATION:**

That the City Council consider approval of the OTS Grant Agreement and the SBIKE Agreement and authorize a budget adjustment, adding the Santa Ynez Valley Bicycle and Pedestrian Outreach Program to the City's Capital Improvement Project list, in the amount of \$40,000.

**STAFF REPORT:**

Public Works Director Hess presented the staff report.

**SPEAKERS/DISCUSSION:**

The City Council discussed the timing for using the grant funds and the City's relationship with SBIKE.

**DOCUMENTS:**

Staff report with attachments as listed in the staff report.

**MOTION:**

Motion by Vice Mayor Mercado, seconded by Council Member King authorizing staff to execute the OTS Grant Agreement and the SBIKE Agreement and authorize a budget adjustment, adding the Santa Ynez Valley Bicycle and Pedestrian Outreach Program to the City's Capital Improvement Project list, in the amount of \$40,000.

**VOTE:**

Motion passed by a roll call vote of 4-0.

Council Member Andrisek - Yes

Council Member King – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

8. **Resolution No. 20-24 – “A Resolution of the City Council of the City of Buellton, California, Prohibiting Parking on the Median of Avenue of Flags South of Damassa Road (Median 2) Between the Hours of 2:00 AM and 6:00 AM”**

**RECOMMENDATION:**

That the City Council consider approval of Resolution No. 20-24.

**STAFF REPORT:**

City Manager Wolfe presented the staff report.

**SPEAKERS/DISCUSSION:**

Council Member King suggested that the parking restriction begin at 12:00 a.m., rather than 2:00 a.m. City Manager Wolfe stated that some events/gatherings last longer than 12:00 a.m., so he opted to begin the restriction at 2:00 a.m.

**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. 20-24 – “A Resolution of the City Council of the City of Buellton, California, Prohibiting Parking on the Median of Avenue of Flags South of Damassa Road (Median 2) Between the Hours of 2:00 AM and 6:00 AM”

**VOTE:**

Motion passed by a roll call vote of 4-0.

Council Member Andrisek - Yes

Council Member King – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

9. **Appointment of Operations and Policy Board Representatives to Central Coast Community Energy**

**RECOMMENDATION:**

That the City Council consider appointment of Mayor Sierra as the City’s representative to the Policy Board and the City Manager as the City’s representative to the Operations Board.

**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 Vice Mayor Mercado appointing Mayor Sierra as the City’s representative to the Policy Board and the City Manager as the City’s representative to the Operations Board at Central Coast Community Energy.

**VOTE:**

Motion passed by a roll call vote of 3-0-1, with Council Member King abstaining.  
Council Member Andrisek - Yes  
Council Member King – Abstain  
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**

**10. Closed Session Pursuant to Government Code Section 54956.9(d)(4) Potential Initiation of Litigation (One Item)**

The City Council met in closed session to discuss Item 10. No reportable action was taken.

**ADJOURNMENT**

Mayor Sierra adjourned the regular meeting at 8:04 p.m. The next regular meeting of the City Council will be held on Thursday, October 8, 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: October 8, 2020

Subject: List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/2020 and Fiscal Year 2020/2021

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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 09/12/2020 through 09/25/2020 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, 09/12/2020 through 09/25/2020, and electronic fund transfers issued for the period of 09/12/2020 through 09/25/2020 was \$285,705.42.

**FISCAL IMPACT**

Payments made to the various vendors were consistent with the approved City's Budget for FY 2019/2020 and FY 2020/2021. 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 09/12/2020 through 09/25/2020.

**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 September 12, 2020 through September 25, 2020 for ratification by the at the October 08, 2020 City Council Meeting.

### EXHIBIT A - A/P Packets processed

A/P Packet # APPKT01372	48,487.26
A/P Packet # APPKT01369	42,863.00
A/P Packet # APPKT01368	<u>115,129.01</u>
Total A/P Packets:	<u><u>\$206,479.27</u></u> (10 pages)

Utility Packet #UBPKT02251	16.63 (1 page)
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Total of checks issued:	<u><u>\$206,495.90</u></u>
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### EXHIBIT B - Payments via Electronic Fund Transfer (EFT)

EFT Total:	<u><u>\$24,719.02</u></u>
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#### Payroll processed

City Council	9/24/2020	2,329.83
Staff Payroll	9/25/2020	52,160.67

Total Payroll:	<u><u>\$54,490.50</u></u>
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<b>TOTAL AMOUNT OF CLAIMS:</b>	<u><u>\$285,705.42</u></u>
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Payments via Electronic Fund Transfer (EFT):  
From 09/12/2020 through 09/25/2020

Payroll Tax - IRS	9/14/2020	9,834.17
CalPERS - Classic	9/14/2020	6,262.09
CalPERS - PEPRA	9/14/2020	4,692.31
Payroll Tax - EDD	9/14/2020	3,328.46
Hassler - Postage	9/16/2020	300.00
CalPERS - Classic	9/25/2020	164.96
Payroll Tax - IRS	9/25/2020	70.48
CalPERS - PEPRA	9/25/2020	66.55

**Total**

**24,719.02**



# Check Disbursements - City Council - October 8, 2020

By Payment Number

Payment Dates 9/12/2020 - 9/25/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
40085	9/15/2020	000005	ABALONE COAST ANALYTICAL, INC.			4,332.40
	5045	AUGUST 2020 - WWTP - CHEMICALS/ANALYSIS		005-701-61111		716.80
	5049	AUGUST 2020 - DWTP - CHEMICALS/ANALYSIS		020-601-61111		3,615.60
40086	9/15/2020	000820	ACWA/JPIA			3,426.16
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-401-50400		613.06
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-402-50400		185.30
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-403-50400		69.15
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-410-50400		112.67
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-420-50400		200.79
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-511-50400		502.68
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-558-50400		590.78
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		001-565-50400		249.94
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		005-701-50400		450.90
	0653463	OCT 2020 - DENTAL/VISION/EAP PREMIUMS		020-601-50400		450.89
40087	9/15/2020	000957	Adam Enticknap dba			3,298.00
	2285	3/30/2020 - WTP - ADJUST DOUBLE DRIVE GATE		020-601-60250		245.00
	2286	3/30/2020 - WTP - REDO CHAINLINK GATE W/ BARBWIRE		020-601-60250		665.00
	2397	8/24/2020 - BG@RVP - INSTALL 2 GATES W/DROP ROD		001-552-60259		2,388.00
40088	9/15/2020	000509	ALAN NEEDHAM dba			24,355.74
	28621	8/7/2020 - IRRIGATION REPAIR		001-556-60800		696.50
	28625	8/17/2020 - OP - TREE TRIMMING/CLEAN-UP		001-552-60256		195.00
	28627	8/24&25/2020 - IRRIGATION REPAIR		001-556-60800		1,334.24
	28628	AUG 2020 - LANDSCAPE MAINTENANCE		001-556-60800		3,420.00
	28637	AUG 2020 - PARKS&MEDIANS - LNDSCP E MAINT		001-552-60800		11,200.00
	28637	AUG 2020 - FAC & STS - LNDSCP E MAINT		001-556-60800		3,960.00
	28638	AUG 2020 - VVP - LANDSCAPE MAINT/TRASH CANS		001-552-60800		3,220.00
	28747	8/27/2020 - OVP - IRRIGATION REPAIR		001-552-60256		330.00
40089	9/15/2020	000839	A-OK POWER EQUIPMENT INC.			80.78
	544199	2020-09-02 - PW - CHAINSAW BLADES		001-558-60250		80.78
40090	9/15/2020	000718	AUTOSYS, INC.			7,150.00
	2692	7/15-8/19/2020 - WTP - IT/SCADA PROGRAMMING		020-601-60800		5,845.00
	2693	7/16,8/17&18/2020 - WWTP - IT PROGRAMMING/SCADA		005-701-60800		1,305.00
40091	9/15/2020	001447	BARBARA LAUX			225.00
	INV0012387	8/11-9/8/2020 - REC - YOGA CLASSES		001-511-67140		225.00
40092	9/15/2020	001372	BRENNTAG PACIFIC, INC.			1,725.28
	BPI74669	8/21/2020 - WTP - CHEMICALS		020-601-61111		862.64
	BPI74670	8/21/2020 - WTP - CHEMICALS		020-601-61111		862.64
40093	9/15/2020	000076	CAL-COAST IRRIGATION, INC.			3.66
	2009-589447	9/9/2020 - PW - MISC MAINT/REPAIR ITEMS		001-552-60258		3.66
40094	9/15/2020	000091	CENTRAL COAST WATER AUTHORITY			25,935.94
	INV0012390	1/1-3/31/2020 - DWR - VARIABLE OMP&R		020-601-67635		25,935.94
40095	9/15/2020	001529	COUNTY OF SANTA BARBARA/PLANNING AND DEVELOPMENT			1,363.00
	20ELE-00000-00603	2020-9-9 - FEES - ELEC SRVC PERMITS - 586 AOF		001-558-67575		1,363.00
40096	9/15/2020	000138	D.L. ELECTRIC, INC.			98.00
	20-124/2	9/2/2020 - WTP - VFD WITH CONTROLS		020-601-60250		98.00

Check Disbursements - City Council - October 8, 2020

Payment Dates: 9/12/2020 - 9/25/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
40097	9/15/2020 138071 138071	001255 AUG 2020 - DEL SRVC - WATER SAMPLES TO ABALONE AUG 2020 - DEL SRVC - WATER SAMPLES TO ABALONE	DELIVER-IT	005-701-60800 020-601-60800		165.00 82.50 82.50
40098	9/15/2020 08X00003	000598 AUG 2020 - WWTP - WASTE HANDLING BIO SOLIDS	ENGEL & GRAY, INC.	005-701-60800		6,985.49 6,985.49
40099	9/15/2020 09743 09744	000176 OCT-DEC2020 - CH - SECURITY MONITORING SYSTEM OCT-DEC2020 - PLNG - SECURITY MONITORING SYSTEM	EXCLUSIVE ALARMS INC	001-558-60800 001-558-60800		222.00 120.00 102.00
40100	9/15/2020 F19854	000649 JULY->SEPT2020 - WWTP - QUARTERLY SERVICE FEE	FLUID RESOURCE MANAGEMENT, INC.	005-701-60800		870.40 870.40
40101	9/15/2020 U2016029086	001428 6/26/2020 - PW - MISC WATER LIDS	ICONIX WATERWORKS (US) INC.	020-601-60250		565.69 565.69
40102	9/15/2020 1498	000395 SEPT 2020 - RVP/OVP - JANITORIAL CLEANING	JOSE RAFAEL RUIZ dba	001-552-60800		1,650.00 1,650.00
40103	9/15/2020 4799	001173 7/31/2020 - WTP - EQUIP MAINT/REPAIR	JV Outdoor Power Equipment	020-601-60250		479.05 479.05
40104	9/15/2020 INVKSA1446	001519 8/24/2020 - RVP - Bench	KIRBYBUILT QUALITY PRODUCTS	001-552-60258		1,075.55 1,075.55
40105	9/15/2020 INV0012391 INV0012391 INV0012391	000142 AUG 2020 - VVP - MONTHLY BATHROOM CLEANING AUG 2020 - LIB - MNTHLY JANITORIAL SERVICE AUG 2020 - CH - MNTHLY JANITORIAL SERVICE	LOGAN R. FITZGERALD dba	001-552-60800 001-558-60800 001-558-60800		2,175.00 1,035.00 180.00 960.00
40106	9/15/2020 005004434	000310 8/31/2020 - WWTP - 11 YD ROLL OFF RENTAL	MARBORG INDUSTRIES	092-603-74100	09260374100	108.50 108.50
40107	9/15/2020 INV0012388	011343 8/8-9/2/2020 - REC - YOGA CLASSES	MARIANNE MADSEN	001-511-67140		240.00 240.00
40108	9/15/2020 INV0012386	001377 8/14-9/8/2020 - REC - SPIN/SCULPT CLASS	MARNA PALSGAARD	001-511-67140		168.75 168.75
40109	9/15/2020 5422	000954 7/27/2020 - WWTP - CLEAN CHANNELS @ INTAKE	MICHAEL MacEACHERM dba	005-701-60250		850.00 850.00
40110	9/15/2020 112 6866 7146 799931	000342 8/28/2020 - WTP - MISC ITEMS 9/9/2020 - WTP - MISC MAINT/REPAIR ITEMS 9/10/2020 - MISC MAINT/REPAIR ITEMS 8/27/2020 - RVP - MISC TOOLS	NIELSEN BUILDING MATERIALS,INC	020-601-60250 020-601-60250 001-558-60250 001-552-61125		49.42 3.33 8.15 6.84 31.10
40111	9/15/2020 30271750 30274559 30274560	000669 9/13/2020 - USPO - PEST CONTROL 8/24/2020 - 202 DRYLND - TERMITES WOOD REPAIRS 8/27/2020 - 202 DRYLND - TERMITES FUMIGATION	O'CONNOR & SONS dba	001-558-60800 001-558-60250 001-558-60250		6,070.00 105.00 2,421.00 3,544.00
40112	9/15/2020 4372-156865	000801 8/25/2020 - RVP - MISC ITEMS	O'REILLY AUTOMOTIVE STORES, INC.	001-552-60258		16.15 16.15
40113	9/15/2020 98470097	000380 8/22/2020 - WWTP - CYLINDAR RENTAL	PRAXAIR DISTRIBUTION, INC.	005-701-61111		52.68 52.68
40114	9/15/2020 136020 136020 136020 136020-1	000382 7/8/2020 - MISC SUPPLIES 7/8/2020 - MISC SUPPLIES 7/8/2020 - MISC SUPPLIES 7/10/2020 - MISC SUPPLIES	PROCARE JANITORIAL SUPPLY, INC.	001-552-61140 001-558-61140 005-701-61140 001-552-61140		1,964.61 808.74 479.76 82.24 48.06

Check Disbursements - City Council - October 8, 2020

Payment Dates: 9/12/2020 - 9/25/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	136020-1	7/10/2020 - MISC SUPPLIES		001-558-61140		28.51
	136020-1	7/10/2020 - MISC SUPPLIES		005-701-61140		4.89
	136116	7/10/2020 - MISC SUPPLIES		001-552-61140		22.60
	136116	7/10/2020 - MISC SUPPLIES		001-558-61140		13.41
	136116	7/10/2020 - MISC SUPPLIES		005-701-61140		2.30
	137309	9/4/2020 - WWTP/WTP - GLOVES		005-701-67600	EM001071	237.05
	137309	9/4/2020 - WWTP/WTP - GLOVES		020-601-67600	EM001071	237.05
40115	9/15/2020	000032	READY REFRESH BY NESTLE			147.96
	10H0029022365	7/27-8/26/2020 - CH - DRINKING WATER SERVICE		001-410-60800		40.91
	10H0029022365	7/27-8/26/2020 - CH - DRINKING WATER SERVICE		005-701-60800		49.76
	10H0029022365	7/27-8/26/2020 - CH - DRINKING WATER SERVICE		020-601-60800		49.76
	10H0029022381	7/27-8/26/2020 - CCC/LIB - DRINKING WATER SERVICE		001-410-60800		7.53
40116	9/15/2020	001530	ROB McDONALD SUPPLY			177.49
	8474	2020-09-11 - WTP/WWTP - GLOVES		005-701-67600	EM001071	88.74
	8474	2020-09-11 - WTP/WWTP - GLOVES		020-601-67600	EM001071	88.75
40117	9/15/2020	000429	SAFETY-KLEEN CORP.			178.12
	83618068	8/28/2020 - WWTP - SERVICE PARTS WASHER		005-701-61111		178.12
40118	9/15/2020	001510	SANTA MARIA CALIFORNIA NEWS MEDIA INC. dba			698.75
	INV0012389	8/4/2020 - REC - #1186000 - FUN FALL PROGRAMS		001-511-60510		11.50
	INV0012389	8/12/2020 - REC - #1186846 - ONLINE AD		001-511-60510		297.00
	INV0012389	8/20/2020 - REC - #1187708 - COB NOTICE		001-511-60510		253.25
	INV0012389	8/20/2020 - REC - #1187707 - FALL PROGRAMS		001-511-60510		28.50
	INV0012389	8/13/2020 - REC - #1186964 - BUELLTON GARAGE SALE		001-511-60510		28.50
	INV0012389	8/25/2020 - REC - #1188211 - FALL PROGRAMS		001-511-60510		11.50
	INV0012389	8/18/2020 - REC - #1187480 - FALL PROGRAMS		001-511-60510		11.50
	INV0012389	8/11/2020 - REC - #1186741 - BUELLTON GARAGE SALE		001-511-60510		11.50
	INV0012389	8/6/2020 - REC - #1186237 - FUN FALL PROGRAMS		001-511-60510		34.00
	INV0012389	8/27/2020 - REC - #1188602 - FALL PROGRAMS		001-511-60510		11.50
40119	9/15/2020	000706	SATCOM GLOBAL, INC.			54.08
	AI09200052	Srvc->8/31/2020 - IRIDIUM SIM CARD - GSA PLAN		001-410-60014		54.08
40120	9/15/2020	000465	SP MAINTENANCE SERVICES, INC.			5,033.00
	76104	JULY 2020 - MONTHLY STREET SWEEPING SERVICE		001-558-60800		2,516.50
	76461	AUG 2020 - STREET SWEEPING SERVICE		001-558-60800		2,516.50
40121	9/15/2020	001078	State of CA - DCA			115.00
	C66755-2020	7/18/2020 - PW - CIVIL ENGINEER - CERT RENEWAL		001-558-60650		115.00
40122	9/15/2020	000681	STATEWIDE TRAFFIC SAFETY & SIGNS, INC.			808.13
	03016658	8/26/2020 - WTP - ASPHALT COLD PATCH		001-558-60250		808.13
40123	9/15/2020	011475	SUE EISAGUIRRE dba			1,122.00
	INV0012385	FY2020-2021 - COMMUNITY SUPPORT GRANT		001-410-67200		1,122.00
40124	9/15/2020	000887	TAPIA'S TREE SERVICE INC			4,485.00
	671	9/1/2020 - TRIM TREES AT WTP/FIRE DEPT&USPO		020-601-60250		4,485.00
40125	9/15/2020	000535	UNDERGROUND SERVICE ALERT			31.45
	820200072	AUG2020 - NEW TKT CHRGS/MNTHLY DB MAINT FEE		005-701-60800		15.72
	820200072	AUG2020 - NEW TKT CHRGS/MNTHLY DB MAINT FEE		020-601-60800		15.73
40126	9/15/2020	000765	VICTOR RODRIGUEZ dba			182.64
	43876	8/24/2020 - PW - VEHICLE MAINTENANCE		001-558-60270		182.64
40127	9/15/2020	000677	WALLACE GROUP			5,165.15
	51475	Srvcs->7/31/2020 - REG COMPLIANCE SRVCS 2020-2021		005-701-60800		5,165.15
40128	9/15/2020	000768	WEX BANK			1,227.99
	67226482	AUGUST 2020 - FUEL CHARGES		001-511-61280		223.36

Check Disbursements - City Council - October 8, 2020

Payment Dates: 9/12/2020 - 9/25/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	67226482	AUGUST 2020 - FUEL CHARGES		001-558-61280		334.87
	67226482	AUGUST 2020 - FUEL CHARGES		005-701-61280		334.88
	67226482	AUGUST 2020 - FUEL CHARGES		020-601-61280		334.88
40129	9/15/2020	000326	MNS ENGINEERS, INC.			42,863.00
	75895	8/1-31/2020 - CITY ENGINEER/PUBLIC WORKS		025-554-60800		3,510.00
	75896	8/1-31/2020 - CITY STORM WATER MGMT PLAN		001-551-60800		11,908.00
	75897	8/1-31/2020 - MEDIAN 2 PARKING LOT		092-215-71500	09221571500	20,910.00
	75898	8/1-31/2020 - 2019/20 Rd Maint&CitywideCncrtRpr		092-318-71500	09231871500	1,800.00
	75899	8/1-31/2020 - TRANSITION SERVICES		001-551-60800		105.00
	75899	8/1-31/2020 - TRANSITION SERVICES		020-601-60830		205.00
	75899	8/1-31/2020 - TRANSITION SERVICES		025-554-60800		205.00
	75900	8/1-31/2020 - 20/21 ROAD MAINTENANCE PROJECT		092-319-70005	09231970005	4,220.00
40130	9/22/2020	001497	AARON LIGGETT			50.00
	INV0012393	9/17/2020 - PLANNING COMMISSION MEETING		001-565-50010		50.00
40131	9/22/2020	000118	COASTAL COPY, INC.			42.38
	921725	8/16-9/15/2020 - HR - COPIER OVERAGES		001-410-61130		42.38
40132	9/22/2020	000122	COMCAST CABLE			381.63
	INV0012410	9/18-10/17/2020 - CC Chmbrs - INTERNET SERVICE		001-410-61292	EM001070	381.63
40133	9/22/2020	000140	DAN HEEDY			50.00
	INV0012395	9/17/2020 - PLANNING COMMISSION MEETING		001-565-50010		50.00
40134	9/22/2020	001531	DANIELLE RIPLEY			1,000.00
	INV0012397	9/14/2020 - LANDSCAPE REBATE		001-558-74100		1,000.00
40135	9/22/2020	000176	EXCLUSIVE ALARMS INC			414.00
	09870	OCT-DEC 2020 - USPS - SECURITY SYSTEM MONITORING		001-558-60800		414.00
40136	9/22/2020	000228	HOLLY SIERRA			108.68
	INV0012411	7/16,8/20,9/17/2020-REIMBURSEMENT-SBCAG/APCD Mtgs		001-401-60710		108.68
40137	9/22/2020	001473	INTRADO ENTERPRISE COLLABORATION, INC.			238.60
	1744759192	AUG 2020 - CC - CONFERENCE CALL - CC MEETINGS		001-401-60900	EM001070	238.60
40138	9/22/2020	001023	John Pikuhn dba			890.00
	7554	9/5/2020 - REC - EQUIPMENT MAINTENANCE		001-511-60250		890.00
40139	9/22/2020	000812	KOSMONT & ASSOCIATES, INC.			1,255.80
	2007-4-002	8/1-8/31/2020 - PLNG - ED SERVICES 2020-2021		001-22416	90057-070	1,255.80
40140	9/22/2020	001225	MARCILO SARQUILLA			50.00
	INV0012396	9/17/2020 - PLANNING COMMISSION MEETING		001-565-50010		50.00
40141	9/22/2020	000835	METRO VENTURES LTD			7,209.00
	2020-0911-buel	AUGUST 2020 - PLNG - PROF SERVICES - CITY PLANNER		001-22416	90057-070	1,215.00
	2020-0911-buel	AUGUST 2020 - PLNG - PROF SERVICES - CITY PLANNER		001-22416	90054-070	121.50
	2020-0911-buel	AUGUST 2020 - PLNG - PROF SERVICES - CITY PLANNER		001-565-60800		5,872.50
40142	9/22/2020	000352	P G & E			34,742.74
	INV0012399	8/7-9/7/2020 - 202 DAIRYLAND - ELECTRIC UTILITIES		001-558-61241		207.79
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-410-61241		1,113.96
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-501-61241		539.90
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-510-61241		279.63
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-550-61241		4,684.97
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-552-61241		353.03
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-556-61241		88.95
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		001-565-61241		257.42
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		005-701-61241		10,924.42
	INV0012412	8/4-9/2/2020 - ELECTRIC UTILITIES		020-601-61241		16,292.67

Check Disbursements - City Council - October 8, 2020

Payment Dates: 9/12/2020 - 9/25/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
40143	9/22/2020 INV0012394	001187 9/17/2020 - PLANNING COMMISSION MEETING	PATTY J HAMMEL	001-565-50010		50.00 50.00
40144	9/22/2020 0820-533	000848 ProfSrvcs->8/31/2020 - Arch Design Review Services	RAVATT, ALBRECHT & ASSOC, INC.	001-22416	90057-070	330.00 330.00
40145	9/22/2020 INV0012392	001327 9/17/2020 - PLANNING COMMISSION MEETING	ROBERT PAUL BLOKDYK	001-565-50010		50.00 50.00
40146	9/22/2020 120390-20-21	001510 10/1/20-9/30/21 - PLNG - SUBSCRIPTION RENEWAL	SANTA MARIA CALIFORNIA NEWS MEDIA INC. dba	001-565-60650		21.00 21.00
40147	9/22/2020 INV0012400 INV0012400 INV0012400	000438 AUG 2020 - MISC MAINT/MAT'LS/SUPPLIES AUG 2020 - MISC MAINT/MAT'LS/SUPPLIES AUG 2020 - MISC MAINT/MAT'LS/SUPPLIES	SANTA YNEZ VALLEY HARDWARE	001-558-61127 005-701-61140 020-601-61140		222.27 96.96 113.27 12.04
40148	9/22/2020 INV0012398	000507 8/24-8/25/2020 - 202 DAIRYLAND - GAS UTILITIES	SoCalGas	001-410-61230		0.49 0.49
40149	9/22/2020 0190859	001168 8/1-31/2020 - SHREDDING SERVICES	The DocuTeam	001-410-60900		30.00 30.00
40150	9/22/2020 80134	001188 9/18/2020 - FIN - BUS CARDS - B Hernandez	The Hankering Corporation	001-420-61130		74.08 74.08
40151	9/22/2020 ARINV111172	000529 AUG 2020 - REC - MERCHANT SERVICES	TRANSFIRST HEALTH & GOVERNMENT SVCS	001-511-60900		206.64 206.64
40152	9/22/2020 9862367472 9862367472 9862367472 9862367472 9862367472 9862367472 9862367472	000556 9/9-10/8/2020 - WIRELESS PHONE SERVICE 9/9-10/8/2020 - WIRELESS PHONE SERVICE	VERIZON WIRELESS	001-410-60014 001-410-67705 001-511-61290 001-558-67705 001-565-67705 005-701-67705 020-601-67705		581.14 1.39 89.37 53.92 135.37 51.36 93.76 155.97
40153	9/22/2020 INV2302697 INV2302697 INV2302697 INV2302697 INV2302697 INV2302697 INV2302697 INV2302697 INV2302697 INV2302697	001207 AUG 2020 - FSA ADMIN FEES AUG 2020 - FSA ADMIN FEES	WAGEWORKS INC.	001-401-50400 001-402-50400 001-403-50400 001-420-50400 001-511-50400 001-558-50400 001-565-50400 005-701-50400 020-601-50400		148.00 21.69 10.85 10.85 22.02 19.25 17.35 9.45 18.27 18.27
40154	9/22/2020 5011898310	001063 9/24-10/23/2020 - CH - COPIER LEASE	Wells Fargo Vendor Fin Serv	001-410-60310		340.81 340.81
<b>Payment Total:</b>						<b>206,479.27</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
001 - General Fund	85,488.88
005 - Sewer Fund	28,622.34
020 - Water Fund	61,614.55
025 - Gas Tax Fund	3,715.00
092 - Capital Improvement Proj Fund	27,038.50
<b>Grand Total:</b>	<b>206,479.27</b>

### Account Summary

Account Number	Account Name	Payment Amount
001-22416	Developer Deposit	2,922.30
001-401-50400	Medical Benefit	634.75
001-401-60710	Travel & Training	108.68
001-401-60900	Miscellaneous	238.60
001-402-50400	Medical Benefit	196.15
001-403-50400	Medical Benefit	80.00
001-410-50400	Medical Benefit	112.67
001-410-60014	Emergency Operations	55.47
001-410-60310	Equipment Rental	340.81
001-410-60800	Contract Services	48.44
001-410-60900	Miscellaneous	30.00
001-410-61130	Office Supplies	42.38
001-410-61230	Utilities - Gas	0.49
001-410-61241	Utilities - Electric	1,113.96
001-410-61292	Internet Access/ Website Maint	381.63
001-410-67200	Community Organization Support	1,122.00
001-410-67705	Telephone	89.37
001-420-50400	Medical Benefit	222.81
001-420-61130	Office Supplies	74.08
001-501-61241	Utilities - Electric	539.90
001-510-61241	Utilities - Electric	279.63
001-511-50400	Medical Benefit	521.93
001-511-60250	Maintenance/Repair	890.00
001-511-60510	Advertising	698.75
001-511-60900	Miscellaneous	206.64
001-511-61280	Fuel-Vehicles	223.36
001-511-61290	Telephone/Internet	53.92
001-511-67140	Buelltton Recreation Program	633.75
001-550-61241	Utilities - Electric	4,684.97
001-551-60800	Contract Services	12,013.00
001-552-60256	Maintenance/Repair-Oak Park	525.00
001-552-60258	Maintenance/Repair-River View	1,095.36
001-552-60259	Maintenance and Repair - Botanic Garden	2,388.00
001-552-60800	Contract Services	17,105.00
001-552-61125	Small Equipment	31.10
001-552-61140	Operational Supplies	879.40
001-552-61241	Utilities - Electric	353.03
001-556-60800	Contract Services	9,410.74
001-556-61241	Utilities - Electric	88.95
001-558-50400	Medical Benefit	608.13
001-558-60250	Maintenance / Repair	6,860.75
001-558-60270	Maintenance - Vehicles	182.64
001-558-60650	Membership & Publications	115.00
001-558-60800	Contract Services	6,914.00
001-558-61127	Tools	96.96
001-558-61140	Operational Supplies	521.68
001-558-61241	Utilities - Electric	207.79
001-558-61280	Fuel - Vehicles	334.87

**Account Summary**

Account Number	Account Name	Payment Amount
001-558-67575	Regulatory Compliance	1,363.00
001-558-67705	Telephone	135.37
001-558-74100	Improvements	1,000.00
001-565-50010	Planning Commission Salaries	250.00
001-565-50400	Medical Benefit	259.39
001-565-60650	Membership & Publications	21.00
001-565-60800	Contract Services	5,872.50
001-565-61241	Utilities - Electric	257.42
001-565-67705	Telephone	51.36
005-701-50400	Medical Benefit	469.17
005-701-60250	Maintenance / Repair	850.00
005-701-60800	Contract Services	14,474.02
005-701-61111	Chemicals / Analysis	947.60
005-701-61140	Operational Supplies	202.70
005-701-61241	Utilities - Electric	10,924.42
005-701-61280	Fuel - Vehicles	334.88
005-701-67600	Safety Equipment	325.79
005-701-67705	Telephone	93.76
020-601-50400	Medical Benefit	469.16
020-601-60250	Maintenance / Repair	6,549.22
020-601-60800	Contract Services	5,992.99
020-601-60830	Contract Services-Engineering	205.00
020-601-61111	Chemicals / Analysis	5,340.88
020-601-61140	Operational Supplies	12.04
020-601-61241	Utilities - Electric	16,292.67
020-601-61280	Fuel - Vehicles	334.88
020-601-67600	Safety Equipment	325.80
020-601-67635	State Water Project	25,935.94
020-601-67705	Telephone	155.97
025-554-60800	Contract Services	3,715.00
092-215-71500	Project Management and Inspections	20,910.00
092-318-71500	Project Management and Inspections	1,800.00
092-319-70005	Design and Permitting	4,220.00
092-603-74100	Construction and Improvements	108.50
<b>Grand Total:</b>		<b>206,479.27</b>

**Project Account Summary**

Project Account Key		Payment Amount
**None**		175,246.65
09221571500	Avenue of Flags Median 2 Improvements	20,910.00
09231871500	Road Maintenance Project (19/20)	1,800.00
09231970005	Road Maintenance Project (20/21)	4,220.00
09260374100	WTP Facilities Improvement	108.50
90054-070	563 Ave of Flags - ARCO	121.50
90057-070	480 Ave of Flags - Creekside	2,800.80
EM001070	COVID-19 - Contract Services	620.23
EM001071	COVID-19 - Supplies	651.59
<b>Grand Total:</b>		<b>206,479.27</b>



# Check Disbursements - City Council - October 8, 2020

City of Buellton, CA

Contract Services Detail

Payment Dates 9/12/2020 - 9/25/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 001 - General Fund</b>					
<b>Department: 410 - NON-DEPARTMENTAL</b>					
READY REFRESH BY NESTLE	40115	08/26/2020	7/27-8/26/2020 - CH - DRINKING WATER SERVICE	001-410-60800	40.91
READY REFRESH BY NESTLE	40115	08/26/2020	7/27-8/26/2020 - CCC/LIB - DRINKING WATER SERVICE	001-410-60800	7.53
<b>Department 410 - NON-DEPARTMENTAL Total:</b>					<b>48.44</b>
<b>Department: 551 - STORM WATER</b>					
MNS ENGINEERS, INC.	40129	08/31/2020	8/1-31/2020 - CITY STORM WATER MGMNT PLAN	001-551-60800	11,908.00
MNS ENGINEERS, INC.	40129	08/31/2020	8/1-31/2020 - TRANSITION SERVICES	001-551-60800	105.00
<b>Department 551 - STORM WATER Total:</b>					<b>12,013.00</b>
<b>Department: 552 - PUBLIC WORKS - PARKS</b>					
ALAN NEEDHAM dba	40088	08/25/2020	AUG 2020 - PARKS&MEDIANS - LANDSCAPE MAINT	001-552-60800	11,200.00
ALAN NEEDHAM dba	40088	08/25/2020	AUG 2020 - VVP - LANDSCAPE MAINT/TRASH CANS	001-552-60800	3,220.00
JOSE RAFAEL RUIZ dba	40102	09/07/2020	SEPT 2020 - RVP/OVP - JANITORIAL CLEANING	001-552-60800	1,650.00
LOGAN R. FITZGERALD dba	40105	08/31/2020	AUG 2020 - VVP - MONTHLY BATHROOM CLEANING	001-552-60800	1,035.00
<b>Department 552 - PUBLIC WORKS - PARKS Total:</b>					<b>17,105.00</b>
<b>Department: 556 - PUBLIC WORKS - LANDSCAPE MAINTENANCE</b>					
ALAN NEEDHAM dba	40088	08/07/2020	8/7/2020 - IRRIGATION	001-556-60800	696.50
ALAN NEEDHAM dba	40088	08/25/2020	8/24&25/2020 - IRRIGATION REPAIR	001-556-60800	1,334.24
ALAN NEEDHAM dba	40088	08/25/2020	AUG 2020 - LANDSCAPE MAINTENANCE	001-556-60800	3,420.00
ALAN NEEDHAM dba	40088	08/25/2020	AUG 2020 - FAC & STS - LANDSCAPE MAINT	001-556-60800	3,960.00
<b>Department 556 - PUBLIC WORKS - LANDSCAPE MAINTENANCE Total:</b>					<b>9,410.74</b>
<b>Department: 558 - PUBLIC WORKS - GENERAL</b>					
EXCLUSIVE ALARMS INC	40099	10/01/2020	OCT-DEC2020 - CH - SECURITY MONITORING SYSTEM	001-558-60800	120.00
EXCLUSIVE ALARMS INC	40099	10/01/2020	OCT-DEC2020 - PLNG - SECURITY MONITORING SYSTEM	001-558-60800	102.00
LOGAN R. FITZGERALD dba	40105	08/31/2020	AUG 2020 - CH - MNTHLY JANITORIAL SERVICE	001-558-60800	960.00
LOGAN R. FITZGERALD dba	40105	08/31/2020	AUG 2020 - LIB - MNTHLY JANITORIAL SERVICE	001-558-60800	180.00
O'CONNOR & SONS dba	40111	09/13/2020	9/13/2020 - USPO - PEST CONTROL	001-558-60800	105.00
SP MAINTENANCE SERVICES, IF	40120	07/31/2020	JULY 2020 - MONTHLY STREET SWEEPING SERVICE	001-558-60800	2,516.50
SP MAINTENANCE SERVICES, IF	40120	08/31/2020	AUG 2020 - STREET SWEEPING SERVICE	001-558-60800	2,516.50
EXCLUSIVE ALARMS INC	40135	09/05/2020	OCT-DEC 2020 - USPS - SECURITY SYSTEM MONITORING	001-558-60800	414.00
<b>Department 558 - PUBLIC WORKS - GENERAL Total:</b>					<b>6,914.00</b>

Contract Services Detail

Payment Dates: 9/12/2020 - 9/25/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 565 - PLANNING</b>					
METRO VENTURES LTD	40141	08/31/2020	AUGUST 2020 - PLNG - PROF SERVICES - CITY PLANNER	001-565-60800	5,872.50
<b>Department 565 - PLANNING Total:</b>					<b>5,872.50</b>
					<b>51,363.68</b>
<b>Fund 001 - General Fund Total:</b>					<b>51,363.68</b>
<b>Fund: 005 - Sewer Fund</b>					
<b>Department: 701 - WASTEWATER</b>					
AUTOSYS, INC.	40090	08/24/2020	7/16,8/17&18/2020 - WWTP - IT PROGRAMMING/SCADA	005-701-60800	1,305.00
DELIVER-IT	40097	08/31/2020	AUG 2020 - DEL SRVC - WATER SAMPLES TO	005-701-60800	82.50
ENGEL & GRAY, INC.	40098	08/31/2020	AUG 2020 - WWTP - WASTE HANDLING BIO SOLIDS	005-701-60800	6,985.49
FLUID RESOURCE MANAGEMEI	40100	09/01/2020	JULY->SEPT2020 - WWTP - QUARTERLY SERVICE FEE	005-701-60800	870.40
READY REFRESH BY NESTLE	40115	08/26/2020	7/27-8/26/2020 - CH - DRINKING WATER SERVICE	005-701-60800	49.76
UNDERGROUND SERVICE ALER	40125	09/01/2020	AUG2020 - NEW TKT CHRGs/MNTHLY DB MAINT	005-701-60800	15.72
WALLACE GROUP	40127	08/30/2020	FFF Srvcs->7/31/2020 - REG COMPLIANCE SRVCS 2020-2021	005-701-60800	5,165.15
<b>Department 701 - WASTEWATER Total:</b>					<b>14,474.02</b>
					<b>14,474.02</b>
<b>Fund 005 - Sewer Fund Total:</b>					<b>14,474.02</b>
<b>Fund: 020 - Water Fund</b>					
<b>Department: 601 - WATER</b>					
AUTOSYS, INC.	40090	08/24/2020	7/15-8/19/2020 - WTP - IT/SCADA PROGRAMMING	020-601-60800	5,845.00
DELIVER-IT	40097	08/31/2020	AUG 2020 - DEL SRVC - WATER SAMPLES TO	020-601-60800	82.50
READY REFRESH BY NESTLE	40115	08/26/2020	7/27-8/26/2020 - CH - DRINKING WATER SERVICE	020-601-60800	49.76
UNDERGROUND SERVICE ALER	40125	09/01/2020	AUG2020 - NEW TKT CHRGs/MNTHLY DB MAINT	020-601-60800	15.73
MNS ENGINEERS, INC.	40129	08/31/2020	FFF 8/1-31/2020 - TRANSITION SERVICES	020-601-60830	205.00
<b>Department 601 - WATER Total:</b>					<b>6,197.99</b>
					<b>6,197.99</b>
<b>Fund 020 - Water Fund Total:</b>					<b>6,197.99</b>
<b>Fund: 025 - Gas Tax Fund</b>					
<b>Department: 554 - TRAFFIC SAFETY</b>					
MNS ENGINEERS, INC.	40129	08/31/2020	8/1-31/2020 - CITY ENGINEER/PUBLIC WORKS	025-554-60800	3,510.00
MNS ENGINEERS, INC.	40129	08/31/2020	8/1-31/2020 - TRANSITION SERVICES	025-554-60800	205.00
<b>Department 554 - TRAFFIC SAFETY Total:</b>					<b>3,715.00</b>
					<b>3,715.00</b>
<b>Fund 025 - Gas Tax Fund Total:</b>					<b>3,715.00</b>
<b>Grand Total:</b>					<b>75,750.69</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
001 - General Fund	51,363.68
005 - Sewer Fund	14,474.02
020 - Water Fund	6,197.99
025 - Gas Tax Fund	3,715.00
<b>Grand Total:</b>	<b>75,750.69</b>

### Account Summary

Account Number	Account Name	Payment Amount
001-410-60800	Contract Services	48.44
001-551-60800	Contract Services	12,013.00
001-552-60800	Contract Services	17,105.00
001-556-60800	Contract Services	9,410.74
001-558-60800	Contract Services	6,914.00
001-565-60800	Contract Services	5,872.50
005-701-60800	Contract Services	14,474.02
020-601-60800	Contract Services	5,992.99
020-601-60830	Contract Services-Engineer	205.00
025-554-60800	Contract Services	3,715.00
<b>Grand Total:</b>		<b>75,750.69</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	75,750.69
<b>Grand Total:</b>	<b>75,750.69</b>



UBPKT02251 - Refunds 01 UBPKT02249 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
09-01800-005	OQUIST, DEBRA	9/25/2020	40155	2.96			2.96	Generated From Billing
09-03300-010	COFFEY, NEIL	9/25/2020	40156	13.67			13.67	Deposit
<b>Total Refunds: 2</b>			<b>Total Refunded Amount:</b>	<b>16.63</b>				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	16.63
<b>Revenue Total:</b>	<b>16.63</b>

General Ledger Distribution

Posting Date: 09/25/2020

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 020 - WATER FUND</b>			
020-10000	Claim On Pooled Cash	-16.63	Yes
020-22420	Unapplied Credits	16.63	
	<b>020 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-10001	Pooled Cash - General Checking	-16.63	
999-27000	Due To Other Funds	16.63	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: Shannel Zamora, Finance Director

Meeting Date: October 8, 2020

Subject: Filing of an Amended 2020-21 Claim with the Santa Barbara County Association of Governments (SBCAG) for State Transit Assistance (STA) Fund 2019-20 Apportionments

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**BACKGROUND**

Attached is the staff report from SBCAG recommending local agencies amend their 2020-21 claim forms in order to claim 2019-20 STA apportionments. STA is one of two state transit-funding programs under the Transportation Development Act (TDA). STA funding is based on actual revenues from sales tax on diesel fuel. STA funds are received from the State per a population-based formula. They may be used by local agencies for public transit and transportation planning purposes with priority given to public transit. The amended 2020-21 claim reflecting the STA apportionment is attached.

**FISCAL IMPACT**

The maximum STA apportioned to the City of Buellton is \$49,777 for Fiscal Year 2019-20. The apportionment will be disbursed during Fiscal Year 2020-21.

**RECOMMENDATION**

That the City Council authorize the amended 2020-21 claim to be filed with SBCAG for the purpose of claiming Fiscal Year 2019-20 STA funding.

**ATTACHMENTS**

Attachment 1 – Staff report from SBCAG showing STA apportionment  
Attachment 2 – 2020-21 amended claim



■ 260 North San Antonio Road., Suite B ■ Santa Barbara, CA ■ 93110  
■ Phone: 805/961-8900 ■ Fax: 805/961-8901 ■ [www.sbcag.org](http://www.sbcag.org)

## TTAC STAFF REPORT

**SUBJECT:** State Transit Assistance Fiscal Year 2019-20

**MEETING DATE:** October 1, 2020

**AGENDA ITEM:** 5

**STAFF CONTACT:** Martha Gibbs

### **RECOMMENDATION:**

Receive and recommend for approval by the SBCAG board FY 19-20 State Transit Assistance (STA) Fund Apportionments, to be claimed through revision of the Transportation Development Act (TDA) Claim Forms for FY 20-21 by partner agencies.

### **DISCUSSION:**

The State Transit Assistance (STA) program is one of two state transit-funding programs under the Transportation Development Act (TDA). Statewide STA funding is based on revenues from sales tax on diesel fuel. STA uses actual revenue received versus an estimate payments. These payments are received quarterly from the State. Funds are available to transit operators for operations or capital on an annual basis. The Santa Barbara county region receives STA funds from the State per population formula and transit operators are allocated funds from the State per farebox revenue as reported to the State.

Attached for TTAC review are the STA apportionments (Attachment A) for FY 2019-20. The total amount available (including interest earnings) is \$5,255,062. This is split into \$4,116,234 in PUC Section 99313 funds (an apportionment based on population) and \$1,138,828 in PUC Section 99314 funds (an apportionment based on fare revenues received).

STA funds may be used by local agencies for public transit and transportation planning purposes with priority given to public transit. STA funds can only be used for transit operations if claimants satisfy the STA qualifying criteria mandated by state law. The State Controller apportions Section 99313 funds to the Santa Barbara County region based on statewide population. SBCAG, as the Regional Transportation Planning Agency, in turn apportions the funds by population between four transit planning areas in the Santa Barbara County region: Santa Barbara South Coast, Santa Maria Valley, Lompoc Valley and Santa Ynez/Cuyama Valleys.

### **STA Claims**

Local agencies are required to amend their FY 2020-21 TDA claim forms if they choose to claim FY 2019-20 STA funds. Claimants are asked to work cooperatively when developing their individual claims so that the total claims filed for each apportionment area do not exceed the apportionment reported for that area. To assist claimants with the preparation of claims, SBCAG has produced an STA Claim Manual which is available on SBCAG's website located at, <http://www.sbcag.org/documents.html#projectsprograms>

### Documentation when Submitting Claims

When submitting an STA fund claim, the claimant must submit the following to SBCAG:

- Revised Document A (current fiscal year TDA claim form)
- New Document B (Resolution) *this is only required if LTF amendments are not authorized in your original LTF resolution*
- Revised Document D, Parts A and B (Capital and Operating budgets for the coming fiscal year for each project)
- New Document I (only applies to STA claim)
- STA checklist

As a reminder, when submitting an STA claim for operating expenses, operators are asked to provide validation of meeting the requirements as detailed in the STA claim manual – pages 6 and 7. Because funds are allocated a year in arrears, claims for operating expenses should be submitted against the funding year (FY 2019-20), not the claim year.

Claims for STA funds are due to Martha Gibbs at SBCAG no later than October 21, 2020. The Apportionments shown in Attachment A will be presented to the SBCAG Board for approval on November 19, 2020.

If a claimant has questions, please contact Martha Gibbs at 805.961-8916 or by email at [mjibbs@sbcag.org](mailto:mjibbs@sbcag.org)

### **ATTACHMENTS:**

- A. Apportionment of FY 19-20 State Transit Assistance Funds

# ATTACHMENT A

## APPORTIONMENT OF STATE TRANSIT ASSISTANCE FUNDS

### FISCAL YEAR 2019-20

#### Amended Claim FY 2020-21

PUC SECTION 99313 (Population Based Apportionments)				
Apportionment Area	Eligible Claimants	Population	% of Total Population	FY 2019-20 Apportionments
South Coast	Easy Lift			\$ 97,818
	SBMTD			1,858,540
	Santa Barbara	93,511		
	Carpinteria	13,335		
	Goleta	32,223		
	County	75,681		
	<i>Subtotal</i>	214,750	47.52786%	<b>\$ 1,956,358</b>
Santa Maria Valley	SMOOTH			\$ 68,879
	Santa Maria	107,407		1,238,758
	Guadalupe	8,081		69,937
	County	35,729		
	<i>Subtotal</i>	151,217	33.46684%	<b>\$ 1,377,573</b>
Lompoc Valley	Lompoc	43,786		\$ 547,896
	County	16,357		
	<i>Subtotal</i>	60,143	13.31060%	<b>\$ 547,896</b>
Santa Ynez & Cuyama Valleys	Buellton	5,464		\$ 49,777
	Solvang	5,562		173,288
	County:			11,342
	S.Y.Valley Uninc.	13,460		
	Cuyama Valley	1,245		
	<i>Subtotal</i>	25,731	5.69470%	<b>\$ 234,407</b>
<b>Total to Claimants</b>		451,840	100.00000%	<b>\$ 4,116,234</b>

PUC SECTION 99314 (Revenue Based Apportionments)	
Claimant	FY 2019-20 Apportionments
County	\$ 23
Guadalupe	5,163
Lompoc	73,703
Santa Maria	57,969
Solvang	5,313
SBMTD	923,552
SBCAG-Clean Air Express	73,105
<b>Total</b>	<b>\$ 1,138,828</b>

Population figures from DOF (Jan 2020)

Funds are from FY 19-20 but received fully in FY 20-21

## Required STA Forms Checklist

See eligibility requirements on page 6 of the STA Manual.

<b>REQUIRED FORMS CHECKLIST</b>	
<b>CLAIMANT:</b>	City of Buellton
<b>Document Name<sup>[1]</sup></b>	
<b>Revised Document A:</b>	Claim Form
<b>New Document B: Resolution (Only if amendments not included in original LTF Claim)</b>	
<b>Revised Document D: Fiscal Reporting</b>	
<b><u>Part A</u></b>	Proposed Operating Budget
<b><u>Part B</u></b>	Proposed Capital Budget
<b>New Document I : STA Claim Category(ies)</b>	

<i>I hereby certify that I have completed all forms necessary to comply with the requirements of the Transportation Development Act.</i>		<b>Submitted by:</b>
<b>Signature:</b>	[Redacted Signature]	<b>Name:</b> Scott Wolfe
<b>Date:</b>	10/8/2020	<b>Title:</b> City Manager
		<b>E-mail:</b> scott@cityofbuellton.com
		<b>Phone:</b> 805-686-0137

**DOCUMENT A (Instructions on pages 4-3 and 4-4)**

**TRANSPORTATION DEVELOPMENT ACT CLAIM FORM  
(All claimants must complete this document)**

Line

1 Project Year (FY) 2020-2021  
 2 Claimant City of Buellton  
 3 Address PO BOX 1819, Buellton, CA 93427  
 4 Contact Person Scott Wolfe Title City Manager  
 5 Telephone Number 805-686-0137

6 The above named claimant hereby applies for allocations of Transportation Development Act funds for FY 2020-2021 for the purposes and in the amount(s) specified below:

	<b>Purpose</b>	<b>Apportionment</b>	<b>Claimed</b>
	<b>Local Transportation Fund</b>		
7	Regional Transportation Planning (PUC 99262 & 99402)	\$ 6,514.00	\$ 6,514.00
	<i>less amount released to SBCAG</i>	<i>minus</i>	\$ 6,514.00
8	Pedestrian & Bikeway Facilities (PUC 99234)	\$ 4,431.00	\$ 4,431.00
9	Articles 4 & 8:	\$ 210,621.00	
	<i>less amounts released to:</i>		
10	City of Solvang (SYVT)	<i>minus</i>	\$ 210,621.00
11		<i>minus</i>	
12		<i>minus</i>	
	<i>plus amounts released from:</i>		
13	City of Solvang (SYVT)	<i>plus</i>	
14		<i>plus</i>	
15		<i>plus</i>	
16	Article 4 Transit (PUC 99260)		\$ -
17	Article 4.5 Community Transit (PUC 99275)		\$ -
18	Article 8a Streets & Roads (PUC 99400a)		
19	Article 8c Transit Contracts (PUC 99400c)		
20	<b>TOTAL LTF</b>	<b>\$ 221,566.00</b>	<b>\$ 4,431.00</b>
21	Amount to be held in reserve (CCR 6648)		
	<i>By Claimant</i> <span style="background-color: yellow;">          </span> <i>By SBCAG</i> <span style="background-color: yellow;">          </span>		
	<b>State Transit Assistance</b>		
22	Transportation Planning		\$ 49,777.00
23	Mass Transportation		
24	<b>TOTAL STA</b>		<b>\$ 49,777.00</b>

25 TOTAL TRANSPORTATION DEVELOPMENT ACT CLAIM  
*(add lines 20 and 24)*

\$ 54,208.00

Claimant acknowledges that payment by the County Auditor of an allocation made by the Association of Governments is subject to such monies being on hand and available for distribution and to the provision that such moneys be used only in accordance with the terms of the allocation instruction issued by the Association of Governments

26 By:

27 Title: City Manager

28 Date: 10/8/2020

I hereby attest to the reasonableness and accuracy of the financial statements included in Documents C, D, F, and G. (Sec. 6632)

29 Signed:

30 Name: Shannel Zamora

31 Title: Finance Director

Reference: CCR Section 6630

**DOCUMENT D, PART A (Instructions on pages 4-7 and 4-8)**

**PROPOSED OPERATING BUDGET  
(All transit claimants must complete this document)**

<u>Line</u>	<u>Prior Year (FY)</u>	<u>Project Year (FY)</u>
1 Budget Year	n/a	2020-2021
2 Total Eligible Operating Cost		
3 Estimated Fares		
4 Operating Deficit (subtract Line 3 from Line 2)	\$ -	\$ -
 <b><u>Other Operating Revenues</u></b>		
5 Property Taxes		
6 Local Transportation Fund	\$ 4,460.00	\$ 4,431.00
7 LTF Balance from Prior Year		
8 State Transit Assistance Fund	\$ 49,105.00	\$ 49,777.00
9 Federal Operating Assistance		
10a Measure D/A - Local		
10b Measure D/A - Regional		
11 Other (specify):		
12 Other (specify):		
13 Other (specify):		
14 Net Surplus/(Deficit) (add Lines 5-13 to Line 4)	\$ 53,565.00	\$ 54,208.00

Footnotes

Reference: CCR Section 6632

DOCUMENT D, PART B (Instructions on pages 4-7 and 4-8)

PROPOSED CAPITAL BUDGET  
(All transit claimants must complete this document)

<u>Line</u>	<u>Prior Year (FY)</u>	<u>Project Year (FY)</u>
15 Budget Year	n/a	2020-2021
<b><u>Capital Expenditures</u></b> (Itemize by Project)		
16		
17		
18		
19		
20		
21		
22		
23		
24 <b>Total Capital Expenditures</b> (Add Lines 16-23)	\$ -	\$ -
<b><u>Capital Revenues</u></b>		
25 Property Taxes		
26 Local Transportation Fund (LTF)		
27 LTF Reserve Account		
28 LTF Balance from Prior Year		
29 State Transit Assistance Fund (STAF)		
30 STAF Balance from Prior Year		
31 Federal Capital Assistance		
32 Other (specify):		
33 Other (specify):		
34 Other (specify):		
35 Other (specify):		
36 <b>Total Capital Revenues</b> (add Lines 25-35)	\$ -	\$ -
37 <b>Net Surplus/(Deficit)</b> (subtract Line 36 from Line 24)	\$ -	\$ -

DOCUMENT I

STATE TRANSIT ASSISTANCE ALLOCATION AREAS

Select the claim category or categories by checking appropriate box and indicating the amount of STA funding

**6730 - Claims of Operators**

**SBMTD, SMAT, COLT, SYVT, Guadalupe Flyer**

Claims may be filed for allocations from the State Transit Assistance fund by an operator for the following purposes.

**Claimed**

<input type="checkbox"/>	<b>6730 (a)</b> The operating cost of the operator's public transportation system.	\$	-
<input type="checkbox"/>	<b>6730 (b)</b> The capital requirements of the operator's public transportation system.	\$	-
<input type="checkbox"/>	<b>6730 (b)</b> Subsidy of passenger rail services, either by bulk purchases of passenger tickets or by direct payments to a railroad corporation, pursuant to Public Utilities Code sections 99260.2(b) and 99260.5, or for rail passenger service operation and capital improvement expenditures pursuant to Public Utilities Code section 99260.6 and construction and maintenance of intermodal transportation facilities pursuant to Public Utilities Code section 99234.9.	\$	-
<input type="checkbox"/>	<b>6730 (d)</b> Community transit service purposes pursuant to Public Utilities Code section 99275.	\$	-

**6731 - Claims of Cities, Counties or Transit Districts**

**City of Buellton, City of Guadalupe, City of Lompoc, City of Santa Maria, City of Solvang, County of Santa Barbara and Santa Barbara Metropolitan Transit District**

Claims may be filed for allocations from the State Transit Assistance fund by a city or county, or transit district for the following purposes, if it is eligible for allocations from the local transportation fund for such purposes:

**Claimed**

<input type="checkbox"/>	<b>6731(a)</b> Payments for passenger rail service operations and capital improvements pursuant to Public Utilities Code section 99400(b) and construction and maintenance of intermodal transportation facilities pursuant to Public Utilities Code section 99234.9.	\$	-
<input checked="" type="checkbox"/>	<b>6731(b)</b> Payment to an entity under contract with the city, county or transit district, for transportation services or payment for the claimant's related administrative and planning cost, pursuant to Public Utilities Code sections 99400(c) and 99400(d).	\$	49,777.00

**6731 - Claims of Cities, Counties or Transit Districts [ CONTINUED ]**

City of Buellton, City of Guadalupe, City of Lompoc, City of Santa Maria, City of Solvang, County of Santa Barbara and Santa Barbara Metropolitan Transit District

**Claimed**

<input type="checkbox"/>	<b>6731(c)</b>	To provide or contract for transportation services to elderly and handicapped persons, if the city, county, or transit district is a member of a joint powers entity operating a public transportation system, pursuant to Public Utilities Code section 99260.7	\$ -
<input type="checkbox"/>	<b>6731(d)</b>	Community transit service purposes pursuant to Public Utilities Code section 99275.	\$ -
<input type="checkbox"/>	<b>6731(e)</b>	Transportation services provided by cities or counties with populations of less than 5,000 pursuant to Public Utilities Code section 99405(d).	\$ -

**6731.1 Claims of Consolidated Transportation Service Agencies**

Easy Lift and SMOOTH

<input type="checkbox"/>		Claims may be filed for allocations from the state transit assistance fund by consolidated transportation service agencies for purposes specified in Public Utilities Code section 99275.	\$ -
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	<b>Total Amount Claimed</b>	\$	49,777.00
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**REFERENCED PUBLIC UTILITIES CODE SECTIONS**

**99234.9 Rail Passenger Service Projects**

Any county, city, county transportation commission, or operator may file claims with the transportation-planning agency for rail passenger service operation expenditures and capital improvement expenditures, including construction and maintenance of intermodal transportation facilities. These funds may be used as the entity's required contribution toward the cost of providing these services or capital improvements.

**99260.2 Claims for Peak-Hour Service; Rail Ticket Purchases**

99260.2 (b) Claims may be filed with the transportation-planning agency by a transit district to make bulk purchases of passenger tickets for passenger rail services, if it is authorized to make such purchases by its enabling legislation.

**99260.5 Claims for Railroad Corporation**

99260.5(a) Claims may also be filed with the transportation planning agency by a city and county or a transit district under this article for payments to be made to a railroad corporation subject to the jurisdiction of the Public Utilities Commission and engaged in the transportation of persons, as defined in Section 208, for operating losses incurred in such transportation of persons between points within the city and county or the district, as the case may be, and for that portion of the operating losses incurred in such transportation of persons in the city and county or the district, as the case may be, whose origin or destination, or both, are outside the city and county or district.

99260.5(b) A city and county or a transit district receiving funds under a claim filed pursuant to subdivision (a) shall use those funds for the purposes specified in that subdivision.

**99260.6 Claims for Rail Passenger Service**

Public agencies authorized to file claims pursuant to Section 99234.9 may file claims under this article.

**99260.7 Claims for Separate Service to Elderly and Disabled Persons by Joint Powers Agency Members**

In order to provide, or to contract to provide, transportation services using vehicles for the exclusive use of elderly or disabled persons, a city or a county, which is contributing funds it is eligible to receive under this article to a joint powers agency of which it is a member to operate a public transportation system, may also file a claim under this article and may also file a claim for funds made available pursuant to Section 99313.

**99275 - Community Transit Services Definition**

99275 (a) Claims may be filed with the transportation planning agency by claimants for community transit services, including such services for those, such as the disabled, who cannot use conventional transit services.

99275 (b) For purposes of this article, "community transit services" means transportation services which link intra-community origins and destinations.

**99313 - State Transit Assistance; Population Formula Allocations**

From the funds made available pursuant to subdivision (c) of Section 99312, an amount shall be allocated by the Controller to each transportation planning agency and county transportation commission, and the San Diego Metropolitan Transit Development Board, based on the ratio of the population of the area under its jurisdiction to the total population of the state.

**99400 - Article 8**

Claims may be filed under this article with the transportation-planning agency by counties and cities for the following purposes and by transit districts for the purposes specified in subdivisions

99400 (b) Passenger rail service operations and capital improvements.

99400 (c) Payment to any entity which is under contract with a county, city, or transit district for public transportation or for transportation services for any group, as determined by the transportation planning agency, requiring special transportation assistance. If the county, city, or transit district is being served by an operator, the contract entered into by the county, city, or transit district shall specify the level of service to be provided, the operating plan to implement that service, and how that service is to be coordinated with the public transportation service provided by the operator. Prior to approving any claim filed under this section, the transportation planning agency, or the county transportation commission in a county with such a commission, shall make a finding that the transportation services contracted for under subdivision (c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

99400 (d) Payments to counties, cities, and transit districts for their administrative and planning cost with respect to transportation services under subdivision (c).

**99405 50-Percent Allocation Limitation**

99405 (d) The 50-percent limitation shall not apply to funds allocated under this article to a city or county with a population of less than 5,000, and, notwithstanding Section 99400, the city or county may claim funds

under this article for transportation services, including associated capital, planning, and administrative costs, without contracting with another entity.

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

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

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: October 8, 2020

Subject: Financial Report for the Fourth Quarter Ending June 30, 2020

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**BACKGROUND**

Four times each year, City staff completes a comprehensive analysis of City finances, including projected fund balances, revenues to date, departmental budgets, expenditures, encumbrances and potential budget adjustments. This financial report focuses on the Fourth Quarter of FY 2019-20 and summarizes the quarter ended June 30, 2020 for the General Fund, Enterprise Funds and Capital Improvement Fund.

Attachment 1 provides an overview of the current economic outlook on the local, state and national levels; General Fund revenues, expenditures, projected fund balances; and activity in the Enterprise Funds. Though this information is not audited and does not contain all the usual periodic adjustments, accruals or disclosures, the information does provide a picture of the City's activity and developing financial trends. Attachment 2 focuses on the status of the Capital Improvement Budget at the end of the quarter ended June 30, 2020.

**FISCAL IMPACT**

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

**RECOMMENDATION**

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

**ATTACHMENTS**

- Attachment 1 - Quarterly Financial Report for the period June 30, 2020
- Attachment 2 - Quarterly Capital Improvement Project Report for the period ending June 30, 2020

## CITY OF BUELLTON



## QUARTERLY FINANCIAL REPORT

Fourth Quarter Ending June 30, 2020

October 8, 2020

## Overview

The purpose of this financial report is to provide financial information for the City of Buellton. This report focuses on the fourth quarter of fiscal year 2019-20 and covers the period July 1, 2019 through June 30, 2020. The report is presented quarterly and concentrates on the General Fund and Enterprise Funds. The quarterly financial report presents the City's financial position, considers economic factors and highlights trends based on the City's budget versus what actually occurred during the period. A discussion of other economic factors provides a means of comparing the local economy against larger economic events that may affect the City of Buellton. This quarterly financial report is a valuable tool to the Council, staff and general public.

U.S. Economy

The President of the U.S. declared a public health emergency on January 31, 2020 and issued an emergency declaration on March 13, 2020 in response to the COVID-19 pandemic. The declaration was issued to contain the spread of the virus. Only essential businesses were allowed to operate and only essential travel was allowed. The closures drove millions of Americans to claim unemployment, drove down sales tax revenue, and transient occupancy tax revenue. These closures contributed to the end of the longest economic expansion in US history creating a recession.

According to the Bureau of Labor Statistics (BLS), the national unemployment rate for the month of June was 11.1 percent, up from 3.8 percent a year earlier. Compared to the previous month, it declined by 2.2 percent. Total nonfarm payroll unemployment rose by 4.8 million in June. The increase shows that the

labor market is starting to improve after economic activity was halted in March and April due to the efforts to contain the coronavirus pandemic. In June, employment in leisure and hospitality began to rise drastically. In addition, job gains occurred in retail trade, education and health services, manufacturing and professional and business services.

According to the BLS, the consumer price index (CPI) increased 1.2 percent for the year ended June 2020. Over that period, food prices increased 4.5 percent, prices for food at home rose 5.6 percent, and energy prices fell 12.6 percent.

In an effort to support the economy, the Federal Government has deployed trillions of dollars in stimulus money to help the country get through the pandemic recession. Federal interest rates remain at historic lows and are expected to remain low for another three years.

State Economy

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

According to the Employment Development Department (EDD), California's unemployment rate improved to 14.9 percent in June compared to the record high unemployment rate of 16.4 percent in April and May. The rate is still higher than the 12.3 percent unemployment rate at the height of the Great Recession a decade ago. The industry sectors that were most affected by the stay at home order tended to have the largest gains in June. These sectors are: Leisure & Hospitality, and Food Services.

According to the BLS, CPI in California increased from .9 in May to 1.4 in June. Food prices rose 4.8 percent, energy prices dropped 11.0 percent, largely due to the decrease in price of gasoline.

The State Government has created a tiered system of reopening stages. The overall fiscal impact on governments depends of the transmission rate of COVID-19 in each county. Given the uncertainty of the length of time the COVID-19 Pandemic will last and how long reopening will take, it is difficult to predict how consumer behavior will change after all restrictions have lifted. With the large number of unemployed individuals, consumer spending and leisure travel may increase.

#### City of Buellton

The City's General Fund ended the fourth quarter of 2019-20 with about \$7.2 Million in Cash Balance. Revenues reached 71 percent of budget while expenditures were within appropriations, ending the fiscal year at 85 percent.

The severity of the impact of COVID-19 on city revenues will rely on the length of time the County of Santa Barbara will move through all the reopening stages. The City is heavily reliant on sales tax and transient taxes (TOT) which are the two revenue sources hardest hit by the pandemic. Because the shelter in place order wasn't issued until the last two weeks in March, the effects of the pandemic became apparent in April and May. The month of June showed a small recovery in TOT revenue and occupancy rates. Sales tax also showed improvement in June compared to April and May.

On August 13, 2020, City Council passed "Resolution No. 20-21" amending the Fiscal Year 2019-20 budget to reflect operational changes and reflect the use of reserves to offset revenue losses due to the COVID-19 pandemic. The City has a healthy reserve and can absorb any potential revenue loss it may face during the remainder of the pandemic.

The Water Fund ended the fiscal year with a Fund Balance of about \$6.8 Million and \$3.4 Million in cash. Water Fund Operating revenues ended the fiscal year at 92 percent while expenditures were at 81 percent.

The Sewer Fund ended the fiscal year with a Fund Balance of about \$3.3 Million and \$1.9 Million in cash. Wastewater operating revenue ended the fiscal year at 51 percent while expenditures were at 55 percent.

As a response to the pandemic, on April 1, 2020, City Council passed Resolution No. 20-10, authorizing the deferral of water and wastewater payments and the waiving of fees. The City had many residents take advantage of the deferral. Financial impacts of the deferment will be apparent next fiscal year as it has been six months since the deferment has taken place.

**GENERAL FUND**

**General Fund Balance**

Table 1 below shows that with 100 percent of the year complete, revenues are below projections at 71 percent while expenditures are under expected projections at 85 percent of appropriations. “Revenue versus budget” gaps are explained in the next paragraph.

General Fund - Fund Balance	Original Budget	Current Budget	Actual	Percent
Balance, at Start of Year			\$ 10,401,733	
Revenues *	9,130,888	12,471,086	8,909,638	71%
Expenditures *	(9,130,888)	(12,471,086)	(10,552,951)	85%
Balance, at End of Year			<u>\$ 8,758,420</u>	

\* Includes Transfers for Capital Improvement Projects and Excludes transfer from Reserve

Table 1: General Fund Balance

	Q4 FY 2019-20	Q4 FY 2018-19	Increase (Decrease)	Percent
<b>Revenues:</b>				
Taxes	\$ 7,040,458	\$ 7,622,367	\$ (581,909)	-7.63%
Fees and Permits	9,360	10,700	\$ (1,340)	-12.52%
Fines and Penalties	15,192	18,561	\$ (3,369)	-18.15%
Charges for Current Services	143,840	193,581	\$ (49,741)	-25.70%
Use of Monies and Properties	294,521	256,794	\$ 37,727	14.69%
Revenue from Other Agencies	682,486	502,076	\$ 180,410	35.93%
Other Revenue*	723,781	28,187	\$ 695,594	2467.80%
<b>Total Revenue</b>	<b>\$ 8,909,638</b>	<b>\$ 8,632,266</b>	<b>\$ 277,373</b>	<b>3.21%</b>
<b>Expenditures:</b>				
General Government	\$ 6,814,059	\$ 6,485,354	\$ 328,704	4.82%
Transfers for Capital Outlay	\$ 3,700,304	\$ 169,552	\$ 3,530,752	95.42%
Minor Capital	38,588	3,539	35,049	90.83%
<b>Total Expenditures</b>	<b>\$ 10,552,951</b>	<b>\$ 6,658,446</b>	<b>3,894,505</b>	<b>36.90%</b>
<b>Change in Fund Balance</b>	<b>\$ (1,643,313)</b>	<b>\$ 1,973,820</b>	<b>(3,617,133)</b>	<b>-183.26%</b>

Table 2: Previous Year Comparison

\* Misc. Revenue and Cost Reimbursements

Table 2 above provides summary comparison information on revenues and expenditures through the quarter ending June 30, 2020 versus the prior year quarter June 30, 2019. Further revenue and expenditure analysis will be discussed later in this report. Total revenues are higher in the current fiscal year by \$277,373, or 3.21 percent. The category with the largest increase is the “Other Revenue” category. The increase is due to cost reimbursement grants received. The City received \$76,795 from FEMA for 75% cost recovery for its contribution of \$102,394.50 to the Buellton Senior Center for its expanded Meals-on-Wheels Program. The City also received two grants associated with the Sycamore and Highway 246 Pedestrian Crossing Project. The City received a county grant for \$70,000 for the design of the project and a \$545,438.57 grant for the

construction of the projection. In addition, the City received \$22,488 in CARES Act Funding to cover expenditures in response to the COVID-19 pandemic.

The second largest increase is due to the revenue from the Citizens Option for Public Safety (COPS) Grant issued by the State of California. The “Revenue from Other Agencies” category includes revenue from the COPS grant. In previous years, the County of Santa Barbara (County) has held those funds. Beginning July 1, 2019, those funds have been issued directly to the City of Buellton by the County on monthly intervals.

The “Use of Monies” category shows the third largest increase. Interest earnings year-to-date has increased to \$204,678 from \$162,344 the previous fiscal year. The City has invested about \$400,000 more in Certificate of Deposits (CDs) than the previous year resulting in higher interest earnings.

The remainder of the revenue categories experienced losses that can be attributed to the pandemic. The Buellton Recreation Center was forced to shut down from late March through early June resulting in revenue loss from program revenue. In addition, park reservations were cancelled and fees were returned. The taxes category loss from the previous year is due to the TOT revenue loss. Compared to last fiscal year, the City received \$565,652 in TOT revenue. The occupancy rates in April through May were 15%, 21%, 48% respectively compared to 69%, 62%, and 79% the previous year during the same period.

Expenditures are about \$3.89 Million more compared to the prior fiscal year. The increase in General Government expenditures is attributed to several factors. The most significant reason for the increase is the property acquisition of 202 Dairyland Road for \$2,000,000.

The majority of the increase in General Fund expenditures is in the Transfer for Capital Outlay category. It accounts for \$1,699,216 of General Fund expenditures. The following are the most significant active Capital Improvements Project (CIP) expenditures:

- \$157,455 YTD for the Village Park Improvement Project #092-211
- \$612,573 YTD for the Avenue of Flags Median 2 Improvements Project #092-215
- \$545,612.57 YTD for the pedestrian crossing improvement at Sycamore and Highway 246 Project #092-306
- \$92,473 YTD for the storm drain and catch basin retrofit improvement
- \$144,333 for the completion of the FY 2018/19 Road Maintenance Project #092-317
- \$86,603 YTD for FY 2019/20 Road Maintenance Project #092-318

Other significant expenditure increases include contract increases for Library services and sheriff services. Expenditures experienced an approximate \$39,000 increase to the contract for Library services. An approximate \$215,000 increase in the Santa Barbara County Sheriff’s contract was due to their new billing method for the Motor Deputy.

**Top Five Revenues**

Top Five Revenues	Original Budget	Current Budget	YTD Actual	Percent
Sales Tax	\$ 2,507,000	\$ 2,250,000	\$ 2,536,781	113%
TOT	2,974,800	2,548,841	2,548,842	100%
Property Tax	1,546,008	1,546,008	1,655,084	107%
MVLF Swap	489,536	517,374	517,374	100%
Franchise Fees	250,000	250,000	299,750	120%
Other Revenues*	537,478	710,799	1,351,807	190%
<b>Total Revenues</b>	<b>\$ 8,304,822</b>	<b>\$ 7,823,022</b>	<b>\$ 8,909,638</b>	<b>114%</b>
<b>Use of Reserves</b>	<b>826,066</b>	<b>4,648,064</b>	<b>1,643,313</b>	<b>35%</b>
<b>Total Financing Sources</b>	<b>\$ 9,130,888</b>	<b>\$ 12,471,086</b>	<b>\$ 10,552,951</b>	<b>85%</b>

Table 3

\*Other Revenues include charges for current Park and Recreation Services, Grants, Interest, and Cost Reimbursements.

**Sales Tax**

As of June 30, 2020, the City received 113 percent of the total projected Sales Tax revenue. Payments are recorded when received and applied to the corresponding month of sales; usually payment is received from the State of California two months after the sales tax is collected.

At the time the fourth quarter budget amendments were approved, the City projected a decline of \$257,000 using the most recent data. At the time, only sales tax through April 2020 had been received. Based on actual sales tax received, the City exceeded its revised budget projection and original budget projection.

**Transient Occupancy Tax (TOT)**

TOT revenue is a major component of the City's General Fund. TOT payments for the reporting period are due on the 20<sup>th</sup> of the following month and cause revenue streams to lag one month. The City received 100 percent of anticipated revenue at the end of the fiscal year.

At the time the fourth quarter budget amendments were approved, the City had received all TOT for the fiscal year and adjusted the budget accordingly. Compared to the prior year actuals, TOT was down by \$565,652.

**Property Tax**

The City's property tax revenues are at intervals set by the Santa Barbara County Auditor-Controller, usually in December and April. Property tax is above target at 107 percent. Rising property values, commercial and residential growth are attributed to the increase in property taxes. In addition, the City's ongoing share of property tax is expected to increase as new development continues to progress adding to the City's property assessed value.

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

Payments from the Santa Barbara County Auditor-Controller are received throughout the year, usually January and June. This revenue is trending upwards based on historic receipts. The City has received 100 percent of the anticipated revenue.

**Franchise Fees**

Franchise fees are received monthly, quarterly and annually. The majority of the City's Franchise Fees are collected from Marborg Industries, the City's solid waste service provider. Other franchise fees are received from Comcast, PG&E and SoCal Gas. Franchise fees ended the fiscal year exceeding targeted revenue at 120

percent. The increase can be attributed to the increase in the City’s residential units which has resulted with more residents subscribing to Marborg Industries, Comcast, PG&E and SoCal Gas.

*Top Five Revenues for the City of Buellton’ General Fund are Sales Tax, Property Tax, Transient Occupancy Tax (TOT), Motor Vehicle License Fee (MVLf) and Franchise Fees. These revenues account for about 85% of total General Fund Revenues.*

**Expenditures**

Table 4 below summarizes operating costs by department. As of June 30, or 100 percent of the year expended, the General Fund ended the fiscal year at 85 percent expended (including CIP). Actual General Fund expenditures were approximately \$10.5 Million. Almost all Budget Units ended the fiscal year within budget with the exception of the City Manager Department. Even though this departments was over budget, the General Fund overall is within budget.

Department Expenditures	Original Budget	Current Budget	YTD Actual	% Expended
City Council	136,153	136,153	128,959	95%
City Manager	240,809	277,613	285,467	103%
City Clerk	128,796	128,965	123,896	96%
City Attorney	175,000	196,700	196,700	100%
Non-Departmental	1,059,751	1,207,925	1,145,086	95%
Finance	194,831	198,504	195,644	99%
Police and Fire	2,019,440	2,204,361	2,207,959	100%
Library	203,321	203,321	199,630	98%
Recreation	563,485	613,485	528,538	86%
Street Lights	65,000	65,000	51,626	79%
Storm Water	330,660	330,660	274,750	83%
Public Works - Parks	387,750	443,435	364,515	82%
Public Works - Landscape	110,200	110,200	106,412	97%
Public Works - General	676,342	2,662,342	2,592,135	97%
Planning (Comm Dev)	640,850	631,149	452,418	72%
Transfer to CIP Fund 92	2,198,500	3,021,273	1,699,216	56%
<b>Total All Departments</b>	<b>9,130,888</b>	<b>12,431,086</b>	<b>10,552,951</b>	<b>85%</b>

Table 4: General Fund Expenditures by Department

**Major Expenditure Variances**

Expenditures By Type	Original Budget	Current Budget	YTD Actual	% Expended
Staffing	1,851,169	1,889,973	1,842,826	98%
Contract Services	3,665,085	3,938,875	3,701,377	94%
Telecomm and Utilities	278,100	293,100	285,540	97%
Supplies and Materials	29,535	29,535	23,725	80%
Repair and Maintenance	290,480	290,480	194,306	67%
Transfer to Other Funds	2,218,100	3,080,873	1,699,284	55%
Other Operating Costs	753,669	2,894,286	2,769,612	96%
Minor Capital	44,750	53,964	36,280	67%
<b>Total by Type</b>	<b>9,130,888</b>	<b>12,471,086</b>	<b>10,552,951</b>	<b>85%</b>

Table 5: Expenditure Categories

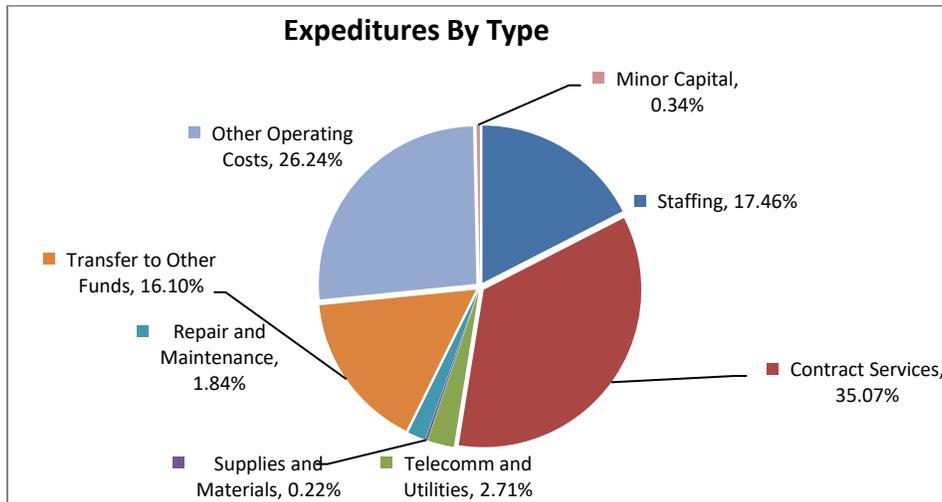


Figure 1

Table 5 and Figure 1 show General Fund operating costs and minor capital expenditures summarized by type. With 100 percent of the fiscal year completed, all budget categories are within budget.

The top three spending categories are: Contract Services, Staffing, and Other Operating Costs. Contract Services include services for Police, Fire Department, Legal Services, Engineering, landscaping services, Visitor Bureau’s services and other services. Staffing consists about 17.5 percent of General Fund expenditures.

The Other Operating Costs category consists about 26.2 percent of expenditures. Expenditures in this category consist of payments to non-profit organizations, payment for the CalPERS Unfunded Liability, Buellton Recreation expenditures, property, and liability and worker compensation insurance. Usually, this category is not one of the top three spending categories, but this fiscal year, the City acquired real property for \$2,000,000 which was about 18.9 percent of the total expenditures. The City purchased the Willemssen Property at 202 Dairyland Road.

**General Fund Trend**

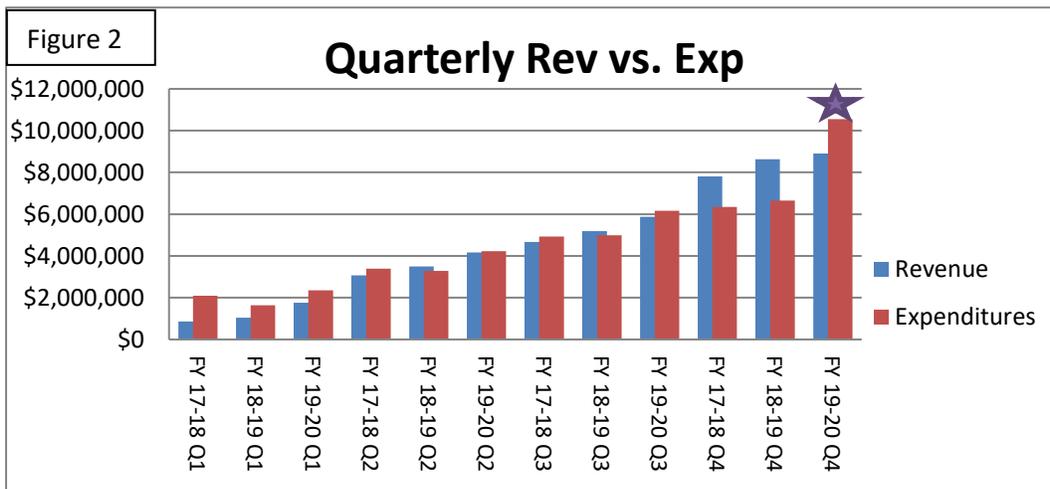


Figure 2

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

**ENTERPRISE FUNDS**

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

**Fund Balance Summary**

Enterprise Fund Balance	Water	Water Capital	Wastewater	Wastewater Capital
<b>Beginning Fund Balance</b>	\$ 6,400,078	\$ 403,505	\$ 3,188,080	\$ 230,946
Operating Revenue	2,625,795	2,060	1,222,538	1,251
Operating Expenses	(2,309,351)	(8,193)	(1,245,298)	(4,494)
<b>Operating Profit(Loss)</b>	\$ 316,444	\$ (6,133)	\$ (22,760)	\$ (3,243)
<b>Ending Fund Balance</b>	<b>\$ 6,716,522</b>	<b>\$ 397,372</b>	<b>\$ 3,165,320</b>	<b>\$ 227,703</b>
<i>Change in Fund Balance</i>	<i>316,444</i>	<i>(6,133)</i>	<i>(22,760)</i>	<i>(3,243)</i>

Table 6

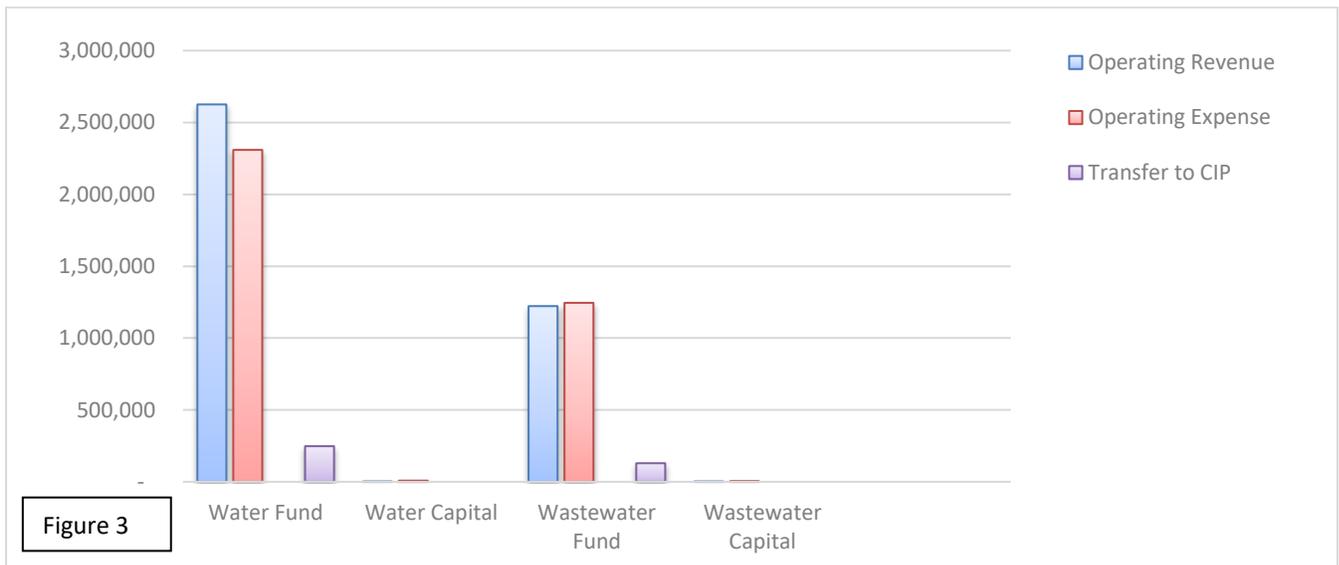
Note: Operating expenses exclude transfers for Capital Projects.

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

Statement of Net Position	Water	Water Capital	Wastewater	Wastewater Capital
<b>ASSETS</b>				
Current assets:				
Cash and Investments	3,493,314	(105,364)	1,957,464	(19,784)
Receivables	253,159	417	133,053	253
Inventory	92,660	-	-	-
Prepaid Items	795,651	-	7,381	-
Total current assets	4,634,784	(104,947)	2,097,898	(19,531)
Capital assets (net of accumulated depreciation)	2,794,039	502,319	1,770,540	247,233
Other assets	51,192	-	51,192	-
<b>Total Assets:</b>	<b>\$ 7,480,015</b>	<b>\$ 397,372</b>	<b>\$ 3,919,631</b>	<b>\$ 227,703</b>
<b>LIABILITIES</b>				
Current Liabilities	71,720	-	68,599	-
Noncurrent Liabilities	685,690	-	667,653	-
Other Liabilities	6,082	-	18,059	-
<b>Total Liabilities:</b>	<b>\$ 763,492</b>	<b>\$ -</b>	<b>\$ 754,311</b>	<b>\$ -</b>
<b>NET POSITION (Assets - Liabilities)</b>	<b>\$ 6,716,522</b>	<b>\$ 397,372</b>	<b>\$ 3,165,320</b>	<b>\$ 227,703</b>
<i>Net Position Breakdown</i>				
Net Investment in Capital Assets	2,794,039	502,319	1,770,540	247,233
Restricted for capital expansion	-	(104,947)	-	(19,531)
Unrestricted	3,922,483	-	1,394,779	-
Total Net Position	\$ 6,716,522	\$ 397,372	\$ 3,165,320	\$ 227,703

Table 7

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



### Water Fund

#### Revenue and Expenses

Water Funds	Water	Water Capital	Total
<b>Beginning Fund Balance</b>	<b>6,400,078</b>	<b>403,505</b>	<b>6,803,583</b>
<b>Revenues</b>			
Charge for Services	2,587,231	-	2,587,231
Interest Income	35,369	2,060	37,429
Connection Fees	-	-	-
<b>Total Operating Revenue</b>	<b>2,622,600</b>	<b>2,060</b>	<b>2,624,660</b>
Other Revenues	3,195	-	3,195
<b>Total Revenues</b>	<b>2,625,795</b>	<b>2,060</b>	<b>2,627,855</b>
<b>Expenses</b>			
Operating	954,859	-	954,859
Depreciation*	199,890	8,193	208,083
State Water	1,154,602	-	1,154,602
<b>Total Operating Expenses</b>	<b>2,309,351</b>	<b>8,193</b>	<b>2,317,544</b>
<b>Operating Profit(Loss)</b>	<b>316,444</b>	<b>(6,133)</b>	<b>310,311</b>
Transfers Out - CIP	(247,936)	-	(247,936)
Transfers In - CIP	-	247,936	247,936
<b>Ending Fund Balance</b>	<b>6,716,522</b>	<b>397,372</b>	<b>6,803,583</b>

\* Depreciation is actual. Final depreciation posted at the end of fiscal year.

Table 8

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

Water Fund operating revenues have exceeded expenditures by \$316,444 at the end of the fourth quarter 2019-2020 (excludes Capital Improvement expenses). Per Generally Accepted Accounting Principles (GAAP), capital items are expensed in the depreciation category. The amount spent on capital projects have been capitalized and shown on the Balance Sheet at the end of the fiscal year. As seen on Table 8, the Water Fund experienced an increase in Fund Balance, and the Water Capital Fund experienced a decrease in Fund Balance. The Water Fund is currently operating with a surplus compared to operating in a deficit for over a decade. The Water Fund ended the fourth quarter with approximately \$3.4 Million in cash (Table 7) and Fund Balance of approximately \$6.7 Million.

Table 9 illustrates the Water Fund budget to actuals. Charges for Services exceeded budget projections at 105 percent. The increase is attributed to the higher water consumptions in the months of July through September. Interest income also exceeded budget projections due to the interest earnings from additional certificate of deposits purchased during the year.

The Water Fund utilizes reserves to fund Capital Improvement projects (CIPs). The budgeted transfer out for CIPs for FY 2019-20 is \$380,680. The actual amount transferred for CIPs was \$247,936. Overall, Water Fund expenses were within budget at 81 percent expended.

Water Fund 020	Original Budget	Current Budget	YTD Actuals	Percent
<b>Revenues</b>				
Charge for Services	2,466,575	2,466,575	2,587,231	105%
Interest Income	24,000	24,000	35,369	147%
<b>Total Operating Revenue</b>	<b>2,490,575</b>	<b>2,490,575</b>	<b>2,622,600</b>	<b>105%</b>
Other Revenues	3,000	3,000	3,195	107%
Transfer from Reserves	352,971	352,971	-	0%
<b>Total Revenues</b>	<b>2,846,546</b>	<b>2,846,546</b>	<b>2,625,795</b>	<b>92%</b>
<b>Expenses</b>				
Operating	1,326,546	1,326,546	954,859	72%
Depreciation*	220,000	220,000	199,890	91%
State Water	1,300,000	1,300,000	1,154,602	89%
<b>Total Expenses</b>	<b>2,846,546</b>	<b>2,846,546</b>	<b>2,309,351</b>	<b>81%</b>
<b>Net Surplus (Deficit)</b>	<b>-</b>	<b>-</b>	<b>316,444</b>	
<i>Transfers for CIP**</i>	<i>(380,680)</i>	<i>(380,680)</i>	<i>(247,936)</i>	<i>65%</i>

\*Actual depreciation. Capital Expenditures recorded here and depreciated annually.  
 \*\* For information purposes only, capitalized at the end of the fiscal year.

Table 9

## Water Capital

Water Capital Fund records Connection Fees and CIP expenditures. The change in Fund Balance is due to planned expenditures for CIPs exceeding estimated Connection Fee revenue and offset by any existing Fund Balance. The Fund Balance at the end of the fourth quarter is about \$397,000 (Table 7). In accordance with Generally Accepted Accounting Principles (GAAP), capital expenditures are not recorded as expenditures; rather, depreciation expense is recorded over each asset’s useful life. Table 10 illustrates the Water Capital budget to

Water Capital 021	Current Budget	YTD Actuals	Percent
<b>Revenues</b>			
Connection Fees	90,000	-	0%
Interest Income	3,320	2,060	62%
Transfers from Reserves	150,000	-	0%
Transfer In from Fund 020	380,680	-	0%
<b>Total Revenue</b>	<b>624,000</b>	<b>2,060</b>	<b>0%</b>
<b>Expenses</b>			
Depreciation	24,000	8,193	34%
Transfer to CIP Projects	600,000	-	0%
<b>Total Expenditures</b>	<b>624,000</b>	<b>8,193</b>	<b>1%</b>

Table 10

actuals.

## Wastewater

Wastewater and Wastewater Capital Funds	Wastewater	Wastewater Capital	Wastewater Total
<b>Beginning Fund Balance</b>	<b>3,188,080</b>	<b>230,946</b>	<b>3,419,026</b>
<b>Revenues</b>			
Charge for Services	1,203,523	-	1,203,523
Interest Income	18,981	1,251	20,232
Connection Fees*	-	-	-
Total Operating Revenue	1,222,504	1,251	1,223,755
Other Revenues	34	-	-
<b>Total Revenues</b>	<b>1,222,538</b>	<b>1,251</b>	<b>1,223,755</b>
<b>Expenses</b>			
Operating	1,021,544	-	1,021,544
Depreciation**	223,754	4,494	228,248
Total Operating Expenses	1,245,298	4,494	1,249,792
<b>Operating Profit(Loss)</b>	<b>(22,760)</b>	<b>(3,243)</b>	<b>(26,037)</b>
Transfers Out - CIP	(129,290)	-	(129,290)
Transfers In - CIP	-	129,290	129,290
<b>Ending Fund Balance</b>	<b>3,165,320</b>	<b>227,703</b>	<b>3,393,023</b>

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

Table 11

### Revenue and Expenses

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

Wastewater Fund Operating expenses exceeded operating revenue causing the Wastewater fund to experience a net operating deficit of \$22,760 in the fourth quarter of 2019-20 (excluding Capital Improvement Project expenses which will be recorded in the Wastewater Capital Fund). The previous years' operating loss has begun to slowly reverse since the last rate increases occurred. The Wastewater Fund ended the quarter with about \$1.9 Million in cash (Table 7) and Fund Balance of approximately \$3.1 Million. The Wastewater Fund and the Wastewater Capital Fund experienced a decrease in Fund Balance.

Table 12 on the following page illustrates the Wastewater Fund budget to actuals. Charges for Services did not meet budget projections at 78 percent received. The majority of the revenue loss comes from losses from commercial customers. Commercial accounts pay a base sewer rate plus sewer quantity based on water usage. Since most hotels and business lacked activity, these charges were minimal from April to June. Interest income exceeded budget projections due to the interest earnings from additional certificate of deposits purchased during the year.

The Wastewater Fund utilizes reserves to fund Capital Improvement Projects (CIPs). The budgeted transfer out for CIPs for FY 2019-20 is \$537,803. The actual amount spent on CIPs was \$123,422. Overall, the Wastewater Fund expenses are within budget at 55 percent.

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

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

Table 12

### Wastewater Capital

Wastewater Capital Fund records Connection Fees and CIP expenditures. The change in Fund Balance is due to planned expenditures for CIPs exceeding estimated Connection Fee revenue and offset by any existing Fund Balance. The Fund Balance at the end of the fourth quarter is \$227,703 (Table 7). In accordance with Generally Accepted Accounting Principles (GAAP), capital expenditures are not recorded as expenditures; rather, depreciation expense is recorded over each asset’s useful life. Table 13 below illustrates the Wastewater Capital budget to actuals.

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

Table 13

## Capital Improvement Budget Report

### Fourth Quarter Summary

For Fiscal: 2019-2020 Period Ending: 6/30/2020



City of Buellton, CA

		Original	Current	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Favorable (Unfavorable)	Used
<b>Fund: 092 - Capital Improvement Project Fund</b>						
<b>Funding Source</b>						
<a href="#">092-49726</a>	Transfer from Gas Tax Fund	237,575.00	237,575.00	148,510.45	89,064.55	62.51%
<a href="#">092-49727</a>	Transfer from General Fund	2,198,500.00	3,061,273.00	1,699,215.90	1,362,057.10	55.51%
<a href="#">092-49728</a>	Transfer from Measure A	482,425.00	582,425.00	477,294.91	105,130.09	81.95%
<a href="#">092-49729</a>	Transfer from Sewer Fund	450,000.00	625,000.00	137,469.53	487,530.47	22.00%
<a href="#">092-49732</a>	Transfer from Water Fund	600,000.00	600,000.00	373,630.28	226,369.72	62.27%
<a href="#">092-49733</a>	Transfer from Local Trans Fund	70,000.00	120,000.00	98,805.00	21,195.00	82.34%
<b>Funding Source Total:</b>		<b>4,038,500.00</b>	<b>5,226,273.00</b>	<b>2,934,926.07</b>	<b>2,291,346.93</b>	<b>56.16%</b>

**Expense**

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

<a href="#">092-102-74100</a>	Construction and Improvements	40,000.00	40,000.00	0.00	40,000.00	0.00%
<b>Project: 102 - Total:</b>		<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>0.00%</b>

Status: Project not yet ready for bid.

**Project: 201 - Facilities Maintenance and Painting**

<a href="#">092-201-74100</a>	Construction and Improvements	50,000.00	0.00	0.00	0.00	0.00%
<b>Project: 201 - Total:</b>		<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>

Status: Project was removed. Expenditure can be absorbed under the operating budget. Budget amendment is reflected in the Budget Amendment Resolution 20-21.

**Project: 207 - Santa Ynez River Trail**

<a href="#">092-207-70000</a>	Conceptual Plan and Feasibility	50,000.00	50,000.00	5,000.00	45,000.00	0.00%
<b>Project: 207 - Total:</b>		<b>50,000.00</b>	<b>50,000.00</b>	<b>5,000.00</b>	<b>45,000.00</b>	<b>0.00%</b>

Status: Project not yet started.

**Project: 211 - Village Park Improvements**

<a href="#">092-211-74100</a>	Construction and Improvements	216,000.00	216,000.00	157,454.82	58,545.18	72.90%
<b>Project: 211 - Total:</b>		<b>216,000.00</b>	<b>216,000.00</b>	<b>157,454.82</b>	<b>58,545.18</b>	<b>72.90%</b>

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

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

Status: Project has not yet started.

<b>Project: 215 - Avenue of Flags Specific Plan-Phase 1</b>						
<a href="#">092-215-70000</a>	Conceptual Plan and Feasibility	75,000.00	75,000.00	0.00	75,000.00	0.00%
<a href="#">092-215-70005</a>	Design and Permitting	125,000.00	125,000.00	120,869.52	4,130.48	96.70%
<a href="#">092-215-71500</a>	Project Management and Inspections	0.00	0.00	51,377.00	-51,377.00	#DIV/0!
<a href="#">092-215-74100</a>	Construction and Improvements	0.00	937,773.00	440,326.08	497,446.92	0.00%
<b>Project: 215 Total:</b>		<b>200,000.00</b>	<b>1,137,773.00</b>	<b>612,572.60</b>	<b>525,200.40</b>	<b>53.84%</b>

Status: Project is under construction.

<b>Project: 217 - River View Park Basketball Court Resurfacing</b>						
<a href="#">092-217-74100</a>	Construction and Improvement	80,000.00	80,000.00	0.00	80,000.00	0.00%
<b>Project: 217 - Total:</b>		<b>80,000.00</b>	<b>80,000.00</b>	<b>0.00</b>	<b>80,000.00</b>	<b>0.00%</b>

Status: Project preliminary work has commenced by staff.

<b>Project: 218 - River View and Oak Park Facilities Painting</b>						
<a href="#">092-218-74100</a>	Construction and Improvement	25,000.00	0.00	0.00	0.00	0.00%
<b>Project: 218 - Total:</b>		<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>

Status: Project was removed. Budget amendment is reflected in the Budget Amendment Resolution 20-21.

<b>Project: 306 - Phase III Hwy 246/Sycamore Ped Xing</b>						
<a href="#">092-306-71500</a>	Project Management and Inspections	90,000.00	90,000.00	72,157.54	17,842.46	80.18%
<a href="#">092-306-74100</a>	Construction and Improvements	580,000.00	580,000.00	473,455.03	106,544.97	81.63%
<b>Project: 306 - Total:</b>		<b>670,000.00</b>	<b>670,000.00</b>	<b>545,612.57</b>	<b>124,387.43</b>	<b>81.43%</b>

Status: Construction is complete.

<b>Project: 307 - McMurray Road Widening</b>						
<a href="#">092-307-70005</a>	Design and Permitting	50,000.00	50,000.00	27,168.54	22,831.46	54.34%
<a href="#">092-307-71200</a>	Right of Way Acquisition	150,000.00	150,000.00	41,805.20	108,194.80	27.87%
<b>Project: 307 -Total:</b>		<b>200,000.00</b>	<b>200,000.00</b>	<b>68,973.74</b>	<b>131,026.26</b>	<b>34.49%</b>

Status: Project is in design and moving forward.

		Original	Current	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Favorable (Unfavorable)	Used
<b>Project: 308 - North Park and Ride</b>						
<a href="#">092-308-70005</a>	Design and Permitting	50,000.00	100,000.00	96,805.00	3,195.00	96.81%
<b>Project: 308 - Total:</b>		<b>50,000.00</b>	<b>100,000.00</b>	<b>96,805.00</b>	<b>3,195.00</b>	<b>96.81%</b>

Status: Project is in design.

<b>Project: 311 - Industrial Way Street Lights</b>						
<a href="#">092-311-70005</a>	Design and Permitting	82,500.00	82,500.00	12,793.00	69,707.00	15.51%
<b>Project: 311 - Total:</b>		<b>82,500.00</b>	<b>82,500.00</b>	<b>12,793.00</b>	<b>69,707.00</b>	<b>15.51%</b>

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

<b>Project: 314 - SD inlet/Catch Basin Retrofit Improvements</b>						
<a href="#">092-314-74100</a>	Construction and Improvements	150,000.00	150,000.00	92,473.04	57,526.96	61.65%
<b>Project: 314 - Total:</b>		<b>150,000.00</b>	<b>150,000.00</b>	<b>92,473.04</b>	<b>57,526.96</b>	<b>61.65%</b>

Status: Project is complete.

<b>Project: 315 - Ave of Flags/Drainage Improvements</b>						
<a href="#">092-315-74100</a>	Construction and Improvements	140,000.00	140,000.00	0.00	-140,000.00	0.00%
<b>Project: 315 - Total:</b>		<b>140,000.00</b>	<b>140,000.00</b>	<b>0.00</b>	<b>-140,000.00</b>	<b>0.00%</b>

Status: Project is in design with Median 2.

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

Status: Project is complete.

<b>Project: 318 - Road Maintenance Project FY 19/20</b>						
<a href="#">092-318-70005</a>	Design and Permitting	75,000.00	75,000.00	40,329.91	34,670.09	53.77%
<a href="#">092-318-71500</a>	Project Management and Inspections	75,000.00	75,000.00	17,968.00	57,032.00	23.96%
<a href="#">092-318-74100</a>	Construction and Improvement	325,000.00	325,000.00	206,345.16	118,654.84	63.49%
<b>Project: 318 - Total:</b>		<b>475,000.00</b>	<b>475,000.00</b>	<b>264,643.07</b>	<b>475,000.00</b>	<b>55.71%</b>

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

	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Project: 401 - Miscellaneous River View Park Improvements</b>					
<a href="#">092-401-74100</a> Construction and Improvements	50,000.00	50,000.00	6,000.00	50,000.00	0.00%
<b>Project: 401 - Total:</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>6,000.00</b>	<b>50,000.00</b>	<b>0.00%</b>

Status: Design/layout for Pump Track has commenced.

<b>Project: 603 - WTP Facilities Improvement</b>					
<a href="#">092-603-74100</a> Construction and Improvements	150,000.00	150,000.00	32,301.05	117,698.95	21.53%
<b>Project: 603 - Total:</b>	<b>150,000.00</b>	<b>150,000.00</b>	<b>32,301.05</b>	<b>117,698.95</b>	<b>21.53%</b>

Status: Project is under construction.

<b>Project: 607 - Water Meter Upgrades</b>					
<a href="#">092-607-74100</a> Construction and Improvements	100,000.00	100,000.00	74,433.63	25,566.37	74.43%
<b>Project: 607 - Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>74,433.63</b>	<b>25,566.37</b>	<b>74.43%</b>

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

<b>Project: 608 - WTP Booster Power Reliability</b>					
<a href="#">092-608-74100</a> Construction and Improvements	200,000.00	200,000.00	164,656.05	200,000.00	82.33%
<b>Project: 608 - Total:</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>164,656.05</b>	<b>200,000.00</b>	<b>82.33%</b>

Status: Project is under construction.

<b>Project: 609 - Supplemental Well/WTP Feasibility</b>					
<a href="#">092-609-70000</a> Conceptual Plan & Feasibility	50,000.00	50,000.00	0.00	50,000.00	0.00%
<b>Project: 609 - Total:</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00%</b>

Status: Project has not yet started.

<b>Project: 610 - Water Distribution System Improvements</b>					
<a href="#">092-610-74100</a> Construction and Improvements	100,000.00	100,000.00	102,239.55	-2,239.55	102.24%
<b>Project: 610 - Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>102,239.55</b>	<b>-2,239.55</b>	<b>102.24%</b>

Status: Project is under construction.

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

Status: Project is in design.

	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Project: 706 - WWTP Facilities Improvement</b>					
<a href="#">092-706-74100</a> Construction and Improvements	300,000.00	300,000.00	59,215.22	240,784.78	19.74%
<b>Project: 706 - Total:</b>	<b>300,000.00</b>	<b>300,000.00</b>	<b>59,215.22</b>	<b>240,784.78</b>	<b>19.74%</b>

Status: Project is under construction.

<b>Fund 092 - Capital Improvement Project Fund Totals:</b>	<b>4,038,500.00</b>	<b>5,226,273.00</b>	<b>2,934,926.07</b>	<b>2,291,346.93</b>	<b>56.16%</b>
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**Fund Balance Analysis - Capital Improvement Project (CIP) Funding Sources (2019-20)**

Fund	6-30-2019 Fund Equity	FY 2019-20 YTD Operating Revenue	FY 2019-20 YTD Operating Expenditures	FY 2019-20 YTD CIP Funding	Est. 6-30-2020 Fund Equity	Change in Fund
001 General Fund	10,401,733.46	8,909,638.08	8,853,734.73	1,699,215.90	8,758,420.91	(1,643,312.55)
005 Wastewater	3,188,079.16	1,222,538.00	1,107,828.16	137,469.53	3,165,319.47	(22,759.69)
006 Wastewater Capital	230,946.11	1,250.09	4,494.00	-	227,702.20	(3,243.91)
020 Water	6,400,079.38	2,625,795.00	1,935,720.34	373,630.28	6,716,523.76	316,444.38
021 Water Capital	403,504.96	2,060.28	8,193.24	-	397,372.00	(6,132.96)
025 Gas Tax	307,781.68	300,128.75	96,776.69	148,510.45	362,623.29	54,841.61
027 Local Transportation	323,882.03	71,596.31	110,769.92	98,805.00	185,903.42	(137,978.61)
031 Measure A	493,699.39	446,595.29	64,500.00	477,294.91	398,499.77	(95,199.62)
<b>Total Funding:</b>	<b>\$ 21,749,706.17</b>	<b>\$ 13,579,601.80</b>	<b>\$ 12,182,017.08</b>	<b>\$ 2,934,926.07</b>	<b>\$ 20,212,364.82</b>	<b>\$ (1,537,341.35)</b>

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

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

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: October 8, 2020

Subject: Resolution No. 20-25 - “A Resolution of the City Council of the City of Buellton, California, Finding and Determining that the Public Interest, Convenience and Necessity Require the Acquisition of Property Interests for Public Purposes”

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**BACKGROUND**

The City of Buellton requires acquisition of property at the north east corner of McMurray Road and Highway 246 to facilitate the appropriate right-of-way to address capacity issues and the need for traffic signal upgrade to accommodate stacking of left turn movements and safety issues such as the accommodation of truck left-turn movements towards northbound McMurray Road.

The improvements include a traffic signal upgrade, addition of left-turn phasing for both north and south legs of the McMurray Road/Highway 246 intersection, restriping and lengthening of turn pockets for both north and south legs, widening of east side of north leg and relocation of signal pole, adjusting loop detectors, new curb, gutter and sidewalk, addition and widening of driveways to the gas station on McMurray north leg, and the relocation of miscellaneous signs/lights, landscaping and appurtenant facilities of impacted business. The additional right-of-way necessary to accommodate these improvements is a 12’ wide strip of property, which would align the public road and sidewalk to match the improved right-of-way to the north as developed as part of the Village Specific Plan. See Attachment 1. A temporary construction easement is needed to construct these improvements. The necessary right-of-way and temporary construction easement are described and depicted in Resolution No. 20-25.

Over the past decade, Staff has been working with the gas station property owner, Thrifty Oil regarding the right-of-way needs and the potential improvements to be relocated on their property. An original appraisal and offer was provided in 2011 with no progress. A current appraisal was recently completed and an offer sent to Thrifty Oil on May 22, 2020. The appraisal contents and methodologies used in the preparation are all prescribed by California Code of Civil Procedure and standard practices by the Bureau of Real Estate

Appraisers. The owner was also invited to accompany the appraiser during the site visit so that as much information as possible is considered in the appraisal. See Attachment 2.

In addition, the City was on the verge of the receipt of a Caltrans Permit for this project in 2012, but was not able to provide proof of the required right-of-way acquisition within a year. The approvals have since expired. In order to proceed, staff has updated the project plans and specifications to the latest Caltrans Manual and requirements and incorporated the request made by Thrifty oil to widen the driveway on McMurray Road.

As the Village Specific Plan is almost completely developed, the need for these improvements has become increasingly important. In light of no positive response from Thrifty Oil regarding the Offer Letter, the City Council has the option to move forward using eminent domain to acquire the right-of-way and temporary construction easement. The process of eminent domain is used as the last resort to obtain interests necessary for public works projects after negotiations have stalled.

Pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been given to all persons whose property is to be acquired by eminent domain and whose name and addresses appear on the last Santa Barbara County equalized assessment roll to be given reasonable notice to appear and be heard before the City Council. In this instance, notice of this hearing was sent by overnight priority mail to the owner (with a courtesy copy mailed and emailed to owner's outside counsel) and stated the City's intent to consider the adoption of a resolution, the right of the property owner to appear and be heard. See Attachment 3.

In order to move forward, California Eminent Domain Law provides that a public entity may not commence with eminent domain proceedings until its governing body has adopted a resolution of necessity. The resolution of necessity provides the following findings:

1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the project; and
4. The offer of just compensation has been made to the property owner.

**Finding 1: Public interest and necessity require the project.**

The property is located in the north east corner of McMurray Road and Highway 246, one of the most impacted intersections of the City based on Level of Service, traffic volume and accident/incident occurrence (namely impact of vehicles hitting the traffic signal pole at turn movements at the north east corner). The project is necessary to address these issues.

**Finding 2: The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.**

The deficiency of the existing right-of-way has already been identified in the General Plan, identifying the need for a wider ultimate right-of-way for the north leg of McMurray Road. This will facilitate the width needed for dedicated turn lanes and the width to better accommodate truck movement towards north McMurray Road without hitting the traffic

signal. In addition, the Village Specific Plan, located to the north and east of this property also identifies the greater ultimate right-of-way which has already been completed along their portion of the Road. This portion of McMurray Road would complete the right-of-way improvements for the north leg and align with the improvements to the north. In addition, the improvement plans include additional and widened driveways on McMurray road to facilitate traffic movement to/from the gas station.

At the owner's request, the City studied the possibility of alternative project designs that would eliminate the need to acquire property from the owner or reduce the property taken from the site. However, the City determined these alternatives were not feasible, and the current design is the only viable project scenario.

Finding 3: The real property to be acquired is necessary for the project.

As noted above, the intersection is deficient in capacity and width to accommodate proper turn movements. Road widening to the north has already been completed and this area is required to ensure continuity and provide the appropriate right-of-way necessary for the improvements. In addition, the City has, through various environmental documents analyzed the impacts of the project. As described below, the City has confirmed that no subsequent environmental analyses is required.

Finding 4: The offer of just compensation has been made to the property owner.

California Government Code Section 7267.2 requires that an offer be made to the Owner and in an amount which the agency believes to be just compensation. The amount must not be less than the agency's approved appraisal of the fair market value of the property. As previously stated, the City has offered to purchase the property from Thrifty Oil in accordance with Government Code Section 7267.2 by letter dated May 22, 2020. Said offer was based on an appraisal prepared by John Ellis with Integra Realty Resources – Los Angeles.

## **ENVIRONMENTAL DETERMINATION**

On September 25, 2003, the City Council certified a Final Environmental Impact Report (EIR) (State Clearinghouse No. 2002081018) for the Village Specific Plan (formerly the Oak Springs Village Specific Plan) and adopted a Statement of Facts and Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring Program for the Specific Plan. The Specific Plan was subsequently amended, most recently on September 27, 2007. Prior to adopting the 2007 Village Specific Plan, the City adopted an Addendum to the Final EIR, which provided substantial evidence in support of the conclusion that subsequent environmental review was not required because the 2007 Village Specific Plan would not result in any new or more severe significant environmental impacts that had been disclosed and analyzed in the Final EIR.

The 2007 Village Specific Plan includes street sections of McMurray Road that include the 12 foot strip of property in the public right of way as part of the road capacity improvements along McMurray Road. (See 2007 Specific Plan Figures 8a and 8b.) The Addendum to the 2003 Final EIR analyzed these improvements as part of the overall circulation system and,

as noted above, concluded that no new or more severe environmental impacts would result from Specific Plan implementation, including the planned improvements along McMurray Road.

Because the McMurray Road improvements have been previously analyzed in a certified EIR, the California Environmental Quality Act (CEQA) only requires subsequent environmental review in limited circumstances, none of which are applicable here.

First, no changes are proposed to the 2007 Village Specific Plan. The McMurray Road improvements were specifically proposed in connection with the 2007 Village Specific Plan and analyzed in the Addendum to the 2003 Final EIR. Therefore, no revisions are necessary to the Final EIR as a result of the McMurray Road improvements, and no new significant environmental effects or a substantial increase in the severity of previously identified significant effects would occur.

Second, no substantial changes have occurred with respect to the circumstances under which the McMurray Road improvements are to be undertaken. The only development that has occurred in the vicinity is the development approved in the 2007 Village Specific Plan and analyzed in the Addendum to the 2003 Final EIR; the circumstances under which the McMurray Road improvements will be implemented are precisely what was contemplated in the Village Specific Plan. No other circumstances have changed, and therefore, no revisions to the 2003 Final EIR are required.

Third, and finally, no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, exists. Therefore, there is no evidence of new or more severe environmental impacts as compared to the 2003 Final EIR. Likewise, all feasible mitigation measures adopted in the Mitigation Monitoring Program for the Village Specific Plan continue to apply.

Accordingly, the McMurray Road improvements would not result in any new or more severe environmental impacts as compared to the 2003 Final EIR. Therefore, under Public Resources Code Section 21166 and CEQA Guidelines Section 15162, no subsequent environmental review is required.

### **FISCAL IMPACT**

The adoption of the Resolution of Necessity will require the payment of just compensation to the property owners. The project is currently appropriated in the adopted FY 20/21 Budget under Capital Improvement Project No. 307.

**RECOMMENDATION**

That the City Council consider adoption of Resolution No. 20-25 - “A Resolution of the City Council of the City of Buellton, California, Finding and Determining that the Public Interest, Convenience and Necessity Require the Acquisition of Property Interests for Public Purposes” and authorize the City Attorney and the City Manager to take action and execute all documents necessary for the acquisition of the subject property interests.

**ATTACHMENTS**

Resolution No. 20-25

Attachment 1 – Site Plan for ROW

Attachment 2 – May 22, 2020 Offer Letter (and accompanying appraisal summary statement)

Attachment 3 – Notice of Hearing

**RESOLUTION NO. 20-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY INTERESTS FOR PUBLIC PURPOSES**

The City Council of the City of Buellton does hereby resolve as follows:

**SECTION 1.** The City Council of the City of Buellton (hereafter "City"), after consideration of the staff report, staff presentation, discussion, oral testimony and evidence presented at the **October 8, 2020** meeting of the City Council hereby finds, determines and declares as follows:

(a) The public interest, convenience and necessity require the proposed project; to wit, the Left-Turn Phasing Traffic Signal and Road Capacity Improvements at McMurray Road and State Highway 246 ("Project"); and

(b) The interests to be acquired (collectively, the "Property Interests") are located within the City of Buellton, County of Santa Barbara, State of California and are as follows:

i. a 12-foot strip in fee simple absolute containing approximately 1796 square feet, which is more particularly described and depicted in Exhibit "1" which is attached hereto and incorporated herein by this reference; and

ii. a Temporary Construction Easement ("TCE") containing approximately 7,568 square feet upon, over, beneath and across that certain real property described and depicted in Exhibit 2 attached hereto and incorporated herein by this reference ("the TCE Area"), consisting of a portion of that real property identified as Santa Barbara County Assessor's Parcel Number 137-200-063 ("Property");

Said TCE shall provide: (a) the temporary right of Easement Holder and its officers, agents, employees, contractors, subcontractors and assigns (collectively, "TCE Personnel") to use the TCE Area for purposes related to the Project including working strips and staging areas, placement and operation of construction equipment thereon, and protection and security of the Project construction site and of facilities within the Project site, as set forth in and consistent with the Project plans and specifications; and

(b) the temporary, non-exclusive right of ingress and egress, upon, over and across the TCE Area for the purpose of performing work associated with the Project consistent with the Project plans and specifications ("the Work").

Easement Holder will secure all necessary governmental permits and approvals to undertake and complete the Work.

Term. Subject to the terms in this Paragraph, the term of this TCE shall be twelve (12) months (the "TCE Term") from Commencement. Commencement of the TCE Term shall not occur until fourteen (14) calendar days after Easement Holder has provided written notice to the Property Owner of Easement Holder's intent to commence activities permitted under this Agreement (the "Commencement Notice"). Construction of the Project is expected to take no more than six (6) months, and this TCE shall terminate upon written notice from Easement Holder that the TCE is no longer needed for the Project. Under all circumstances, unless it expires or is terminated earlier, the TCE Term shall expire on or by June 30, 2024.

No Unreasonable Interference. Easement Holder will at all times during the TCE Term allow for and maintain reasonable access to and from the Property, as well as allow for and maintain reasonable access within the Property in order to allow for access and use of the gasoline pumps and the convenience store on the Property, and Easement Holder will stage and coordinate work with Property Owner so as not to unreasonably impede/hinder access to and within the Property. During the TCE Term, Property Owner and its tenants and customers may use such portions of the TCE Area as are not then being used by Easement Holder. Easement Holder will perform the Work in such a manner so as to not affect the visibility of or adversely affect the business and operation on the Property, including without limitation, its gasoline pump and convenience store operations. TCE Personnel will not interfere with any utility easements within the TCE Area. Easement Holder will separate the TCE Area by cones or by other appropriate construction safety barriers while Easement Holder performs any Work in the TCE Area. In the event that utility or irrigation lines, or any other facilities, must be relocated due to the Project, Easement Holder will use best efforts, in consultation and coordination with Property Owner, to effect the relocation at times and in such a manner as to minimize inconvenience to Property Owner's operations.

No Easement Holder Storage. TCE Personnel will not park on or store any construction vehicles, equipment or materials overnight on the TCE Area. TCE Personnel will not move, remove, or demolish any of Property Owner's signs, access drives, curbing, or other improvements located outside the TCE Area, except as otherwise agreed to in a separate writing by Property Owner.

No Easement Holder Liens. Easement Holder will not allow any mechanics' or other lien to be placed on Property Owner's Property. If any lien arises, Easement Holder will fully discharge the lien at its expense no later than fifteen (15) days after the lien is filed and provide Property Owner written notice of the discharge.

Indemnification. Easement Holder shall indemnify and hold harmless Property Owner from any and all liability, claims, loss, costs, or damages proximately caused by the TCE Personnel activities within the TCE Area, and shall restore or repair any and all damage to the Property arising out of or resulting from the those activities.

Restoration. Upon completion of the Work, Easement Holder will cause all of the equipment, materials, tools, trash and debris to be removed from the TCE Area, and will have the TCE Area restored to a condition as nearly as practicable to its condition prior to its use by Easement Holder.

(c) The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury; and

(d) The taking of the Property Interests is necessary for the proposed Project and such taking is authorized by Section 19, Article I of the California Constitution; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq.*, including but not limited to sections 1240.010 through 1240.050 inclusive; Government Code Sections 37350.5, 40401 *et seq.* and 40404 and other applicable law; and

(e) An offer to purchase was made to the owner of the Property Interests pursuant to Government Code sections 7267.2, the amount of said offer is supported by an appraisal of the fair market value of the Property Interests; and

(f) The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235; and

(g) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the “right to take”) to acquire the Property Interests; and

(h) On September 25, 2003, the City Council certified a Final Environmental Impact Report (EIR) (State Clearinghouse No. 2002081018) for the Oak Springs Village Specific Plan in compliance with the California Environmental Quality Act (CEQA). The Specific Plan was subsequently amended, most recently on September 27, 2007. Prior to adopting the 2007 Specific Plan, the City adopted an Addendum to the Final EIR, which included the McMurray Road improvements in its analysis; and

(i) Based on substantial evidence in the record, including the staff report, written and oral testimony at the public hearing, the 2003 Final EIR, and the 2007 Addendum to the Final EIR, the City Council finds that no subsequent environmental review is required pursuant to Public Resources Code Section 21166 and CEQA Guidelines 15162 because:

1. The McMurray Road improvements were identified in the Specific Plan and analyzed in the Addendum to the 2003 Final EIR, so there are no proposed changes in the project which will require any revisions of the 2003 Final EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

2. No substantial changes have occurred with respect to the circumstances under which the McMurray Road improvements are undertaken which will require major revisions of the 2003 Final EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the 2003 Final EIR was certified as complete, shows any of the following:

a. The project will have one or more significant effects not discussed in the 2003 Final EIR; and

b. Significant effects previously examined will be substantially more severe than shown in the 2003 Final EIR; and

c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the 2003 Final EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

**SECTION 2.** The City Council hereby declares that it is its intention to acquire the Property Interests in the City's name in accordance with the provision of the laws of the State of California governing condemnation procedures.

**SECTION 3.** The City Council further finds that if any portion of the area of the Property Interests has been appropriated to some public use, the public uses to which it is to be applied by the City, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure section 1240.610 or, alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future, pursuant to Code of Civil Procedure section 1240.510.

**SECTION 4.** The firm of Burke, Williams & Sorensen, under the direction of the City Attorney, is authorized and directed to prepare, institute and prosecute in the name of the City such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property Interests, including the filing of an application for an Order for Possession prior to judgment.

**SECTION 5.** This Resolution shall be effective immediately upon its adoption.

**SECTION 6.** The City Clerk shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of October 2020.

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Holly Sierra  
Mayor

ATTEST:

---

Linda Reid  
City Clerk

# Exhibit 1

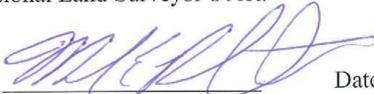
Exhibit A

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

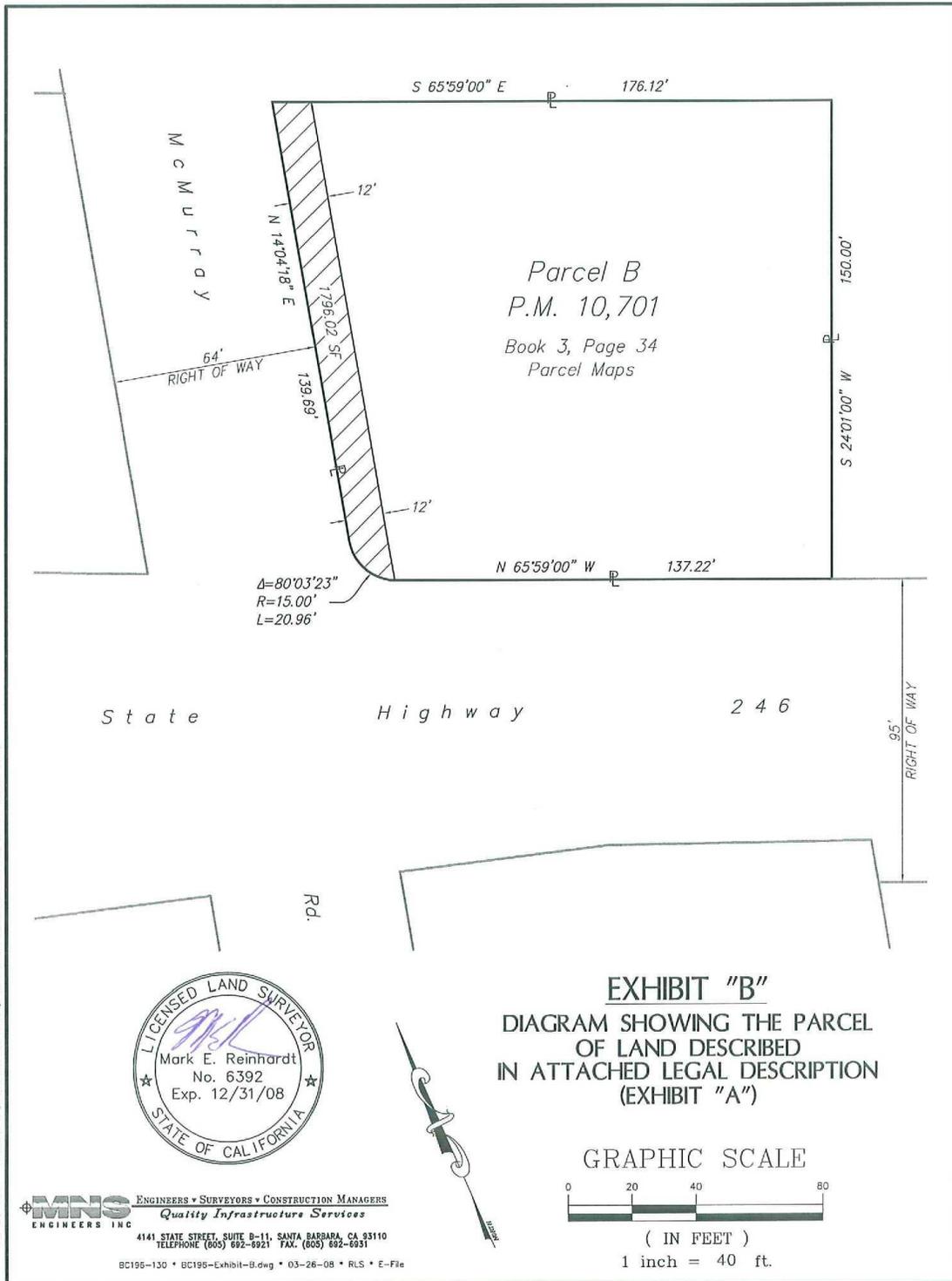
Said portion of land is described as follows:

The westerly 12.00 feet of said Parcel "B". The easterly boundary of the herein described portion of land is a straight line lying 12.00 feet easterly of the westerly boundary of said Parcel "B", as measured at right angles, and terminates in the northerly and southerly boundaries of said Parcel "B".

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature:  Date: 3-26-08  
Mark E. Reinhardt, PLS

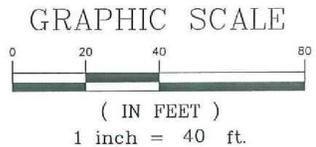




Mar. 26, 2008 - 10:36am C:\Documents and Settings\Ireneika MUSEVONEERS\Desktop\BC195-Exhibit-B.dwg



**MNS** ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS  
 Quality Infrastructure Services  
 4141 STATE STREET, SUITE 9-11, SANTA BARBARA, CA 93110  
 TELEPHONE: (805) 692-6921 FAX: (805) 692-6931  
 BC195-130 • BC195-Exhibit-B.dwg • 03-26-08 • RLS • E-File



P.N. BC196

# Exhibit 2

Exhibit "A"  
 Legal Description for Temporary Construction Easement  
 APN 137-200-063

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the northwest corner of said Parcel B; thence along the northerly boundary of said Parcel B, S 65°59'00" E, 12.18 feet to the point of beginning; thence,

1st continuing along the northerly boundary of said Parcel B, S65°59'00"E 163.94 feet to the northeast corner of said Parcel; thence,

2nd along the easterly boundary of said Parcel B S24°01'00"W 35.00 feet to a line parallel with and 35 feet southerly, right angle measurement, of the northerly boundary of said Parcel B; thence,

3rd leaving said easterly boundary N65°59'00"W 142.57 feet along said parallel line to a line parallel with and 27.00 feet easterly, right angle measurement, of the westerly boundary said Parcel B; thence,

4th S14°04'18"W 110.66 feet along the last-mentioned parallel line to a line parallel with and 6.00 feet northerly, right angle measurement, of the southerly boundary of said Parcel B; thence,

5th S65°59'00"E 31.62 feet along the last-mentioned parallel line; thence,

6th S24°01'00"W 6.00 feet to a point on the southerly boundary of said Parcel B; thence,

7th N65°59'00"W 45.38 feet along said southerly boundary to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence,

8th westerly along said curve 0.42 feet through a central angle of 01°35'31" to a line parallel with and 12.00 feet easterly, right angle measurement, of the westerly boundary of said Parcel B; thence,

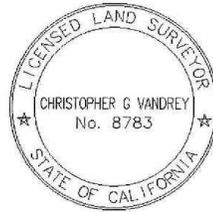
9th N14°04'18"E 152.28 feet along the last-mentioned parallel line to the point of beginning.

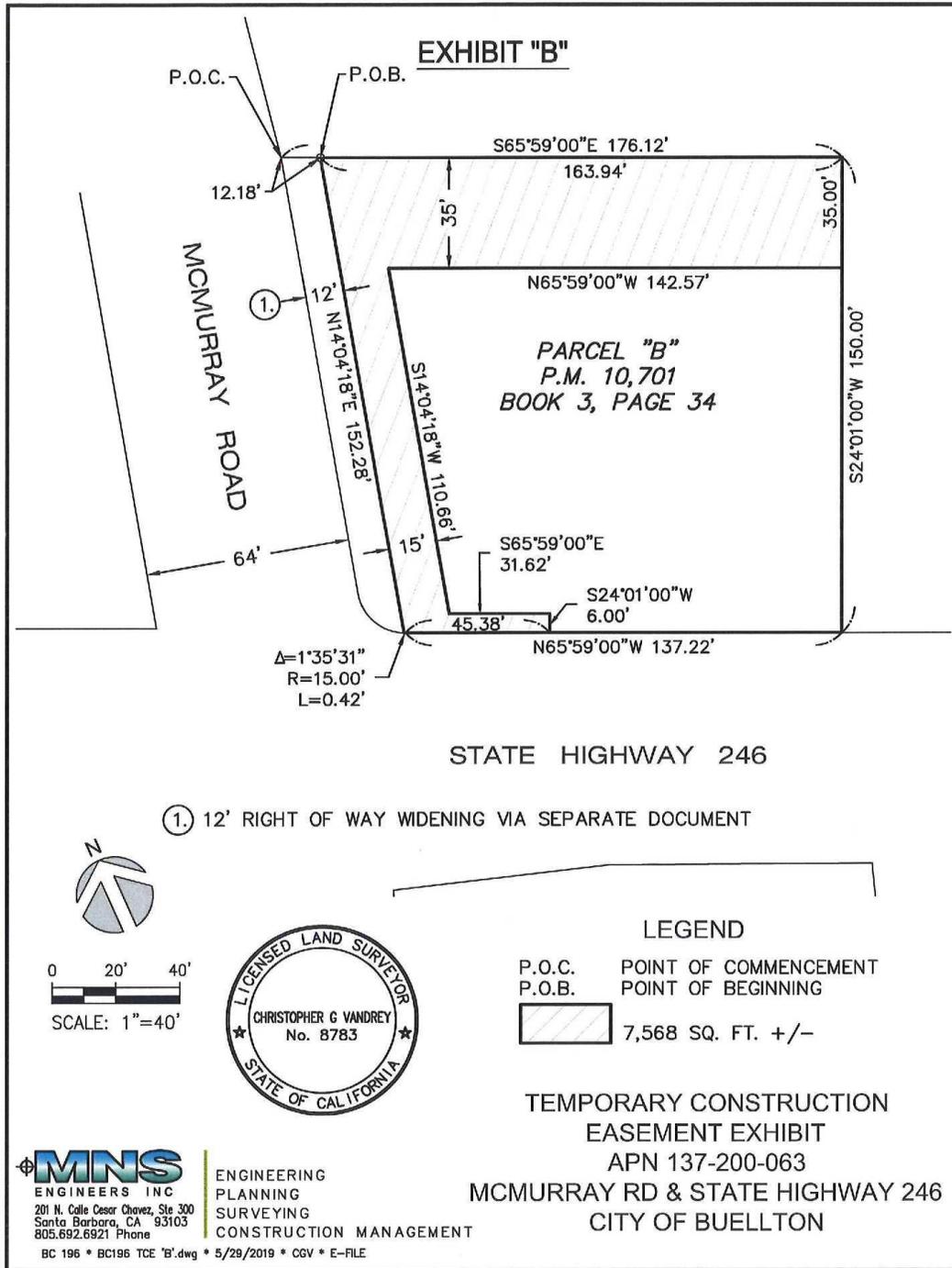
Containing approximately 7,568 square feet and is shown on the attached Exhibit "B"

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.



Christopher G Vandrey, PLS-CFedS  
Date: 05-29-2019









444 South Flower Street - Suite 2400  
Los Angeles, California 90071-2953  
voice 213.236.0600 - fax 213.236.2700  
www.bwslaw.com

Direct No.: 213.236.2819  
Our File No.: 02635-0047  
asozio@bwslaw.com

May 22, 2020

***Via U.S. Mail***

Mr. Barry Berkett  
Thrifty Oil Co.  
13116 Imperial Highway  
Santa Fe Springs, CA 90670

RE: USA Gasoline, 197 E. Highway 246, Buellton, CA 93427  
Offer to Purchase Property Interests for SR-246/McMurray Road  
Intersection Improvement

Dear Mr. Berkett:

This office represents the City of Buellton ("Buellton") with respect to the City's acquisition of property interests necessary for the Left-Turn Phasing Traffic Signal and Road Capacity Improvements at McMurray Road and State Highway 246 ("Project"). Buellton has obtained a preliminary title report that shows Thrifty Oil Company ("Thrifty") to be the vested owner of the real property located at 197 East Highway 246 in Buellton (Property), which is within the Project area. A description and depiction of the property interests under consideration for acquisition are enclosed herewith as Attachments 4 and 5 ("Property Interests"). Buellton proposes to acquire a 12-foot strip along the western edge of the Property in fee simple absolute for roadway purposes, and a temporary construction easement ("TCE") as described and depicted in Attachment 5 for use during construction of the Project.

It is Buellton's sincere desire to acquire property amicably, expeditiously, and by negotiation. To that end, Buellton has obtained an appraisal of the fair-market value of the Property. Using a date of valuation of February 13, 2020, the total just compensation for the taking of the Property Interests is \$122,000. The basis for the computation of that amount is explained in the attached Appraisal Summary, which is presented in compliance with state laws, and has been derived from a formal appraisal prepared by an independent, State-certified licensed appraiser. Based on the foregoing, Buellton hereby offers Thrifty \$122,000 for Buellton's purchase of the Property Interests. In acquiring the Property Interests, Buellton would pay all usual fees, charges, and costs that arise out of the transaction. This offer may be accepted within 30 days of the date of this letter, and is conditional upon the City Council ratifying the offer by formal action taken at a regular public meeting.

This offer is subject to Thrifty's ability to convey clear title to the Property Interests (*i.e.* free of encumbrances or liens, other than liens for taxes and any utility encumbrances acceptable to Buellton). If Thrifty decides to accept this offer, it is recommended that Thrifty promptly contact any persons to whom it may be making payments under trust deeds, or other liens, and reach an agreement with them as to the amount of money, if any, they will demand in escrow to subordinate these liens and clear the Property of these encumbrances. In the event that there are liens and encumbrances, you shall either:

- Pay to owners of liens and encumbrances, out of the approved compensation paid by Buellton, the amount needed to terminate leases or cancel trust deeds, mortgages, or other liens affecting the Property; or
- Arrange for holders of leases, trust deeds, mortgages, or other liens to quitclaim their interest, if any, in the Property to Buellton.

Similarly, it is Thrifty's obligation to pay current and past due property taxes. However, Thrifty will not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes that are allocable to any period after the passage of title or possession to Buellton.

Please be advised that the offer stated above also presumes the Property is free of hazardous substances and all other subsurface soil contamination. In the event that any facts or circumstances arise which indicate the presence of such subsurface contamination, Buellton reserves the right to rescind or modify the offer stated above at any time prior to its written acceptance, to reflect the estimated or actual costs to remediate the Property to the satisfaction and approval of all applicable regulatory agencies. Further, in the event Buellton purchases the Property Interests and afterwards discovers such soil contamination, Buellton reserves all rights and remedies it may have against Thrifty and all prior owners to seek damages or other obligations Buellton incurs as a result of the contamination, as may be permitted or authorized by law.

If for any reason Thrifty is not satisfied with this offer of just compensation and has relevant information regarding the value of the Property that Thrifty would like Buellton to consider, Buellton will be happy to do so. In addition, Thrifty should be aware that, in the event negotiations fail to result in an agreement and Buellton decides to proceed with the acquisition of the Property through eminent domain, a hearing on the Resolution of Necessity may be held at a public meeting at Council Chambers of Buellton, at a date to be determined.

While staff proposes to recommend the acquisition of the Property Interests to the City Council, no decision to acquire can be made until the City Council formally acts

Mr. Barry W. Berkett  
May 22, 2020  
Page 3

to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently, this offer, if accepted, and the acquisition of the Property Interests, are conditional upon and require approval of the City Council.

If for any reason Thrifty does not accept Buellton's offer, please be advised that the matters included within this letter, as well as the attached summary statement, fall within the provisions of, *inter alia*, Section 1152 and 1154 of the California Evidence Code, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and are not admissible in evidence in any eminent domain proceeding which may be subsequently instituted for the acquisition of the Property Interests, or in any other action.

Please be advised that Thrifty is entitled to a reasonable amount, not to exceed five thousand dollars (\$5,000.00), for an appraisal prepared by an independent appraiser licensed by the Office of Real Estate Appraisers. If the Property Interests are acquired as anticipated, they are scheduled to be used within two years of acquisition and therefore are not available to be leased back under the provisions of California Code of Civil Procedure 1263.615.

If there are any questions regarding this offer, please do not hesitate to contact me in regard to this matter.

Very truly yours,

BURKE, WILLIAMS & SORENSEN, LLP



ALAN A. SOZIO

Enclosures:

Appraisal Summary  
Summary Statement Relating to Purchase  
Pamphlet: Your Property . . . Your Public Project  
Legal description and depiction of real property for proposed fee acquisition  
Proposed Temporary Construction Easement

cc: Gregory D. Briggs, Thrifty Oil

**APPRAISAL SUMMARY STATEMENT**  
**Thrifty Oil Co., Property**  
**USA Gasoline**  
**197 E. Highway 246**  
**Buellton, Santa Barbara County, California 93427**  
**APN: 137-200-063**

OWNER OF RECORD: Thrifty Oil Co.

APPRAISER NAME: John G. Ellis, MAI, CRE, FRICS  
 Certified General Real Estate Appraiser  
 California Certificate # AG007279

Susan O. Gordon  
 Certified General Real Estate Appraiser  
 California Certificate # AG040748

APPRAISAL FIRM: Integra Realty Resources – Los Angeles  
 16030 Ventura Boulevard, Suite 620  
 Encino, California 91436

If called, John G. Ellis, MAI, CRE, FRICS, will testify to the matters and opinions set forth in parts (A) and (B) herein.

**(A) Conclusions:**

**Valuation Summary - Fair Market Value Conclusions**

	Valuation Opinions	Value of Property Rights Acquired
<b><u>Permanent Property Rights</u></b>		
Value of the Larger Parcel as a Whole:	\$2,400,000	
Value of the Partial Fee Taking - Land:	\$90,000	\$90,000
Value of the Partial Fee Taking - Site Improvements:	<u>\$26,000</u>	\$26,000
Value of the Remainder as Part of the Whole Before Acquisition:	\$2,284,000	
Severance Damages:	\$2,000	
Less Benefits:	<u>\$9,000</u>	
Net Damages:	\$0	\$0
Fair Market Value of Remainder After the Acquisition:	<u>\$2,284,000</u>	
<b><u>Temporary Property Rights</u></b>		
Value of the Temporary Construction Easement:	\$6,000	<u>\$6,000</u>
<b>Total Permanent and Temporary Property Rights to Be Acquired:</b>		<b>\$122,000</b>

**(B) Basic Data and Opinions**

1. Interests Valued

- a) Larger Parcel 0.56± acres, or 24,414± square feet; appraised in fee simple interest
- b) Property to be Acquired 1,796 square foot fee simple permanent taking 7,568 square foot 70 day (2.3 months) duration temporary construction easement

2. Date of Valuation/Date of Report

February 13, 2020/April 9, 2020

3. Zoning of Subject Larger Parcel

CR, General Commercial

4. Opinion of Highest and Best Use

Continued Gas Station/Convenience Store Use

5. Current Use

Gas Station and Convenience Store

6. Valuation Approaches Utilized

- Land Valuation Applicable and Utilized for Cost Approach Valuation  
See Attachment 1 for Comparable Land Sales
- Cost Approach Applicable and Utilized  
See Attachment 2 for Cost Approach Depreciation Estimate
- Sales Comparison Approach Applicable and Utilized  
See Attachment 3 for Comparable Improved Sales

7. Basis of Valuation of the Larger Parcel

- Land Valuation 24,414± sf x \$50.00 per square foot =  
\$1,220,700  
\$1,220,000 rounded

Cost Approach

- Depreciated Replacement Cost \$1,034,000 (Marshall Valuation Service - MVS)
- Land Value \$1,220,000
- Indicated Property Value \$2,254,000
- Rounded \$2,250,000

Sales Comparison Approach

- As Improved/Price per MPD<sup>1</sup> \$400,000 per MPD x 6 MPDs =  
\$2,400,000

8. Reconciled

\$2,400,000

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<sup>1</sup> MPD (Multiple Product Dispenser)

9. Basis of Valuation of the Parts to be Acquired	See Attachments 4-7 for Parts to be Acquired
a) Permanent Taking for Street Widening	1,796 sf x \$50.00 per square foot x 100% = \$89,800 \$90,000 rounded
b) Site Improvements	\$26,000 (MVS)
c) Temporary Construction Easement	7,568 sf for 70 day (2.3 months) duration x \$50.00 per square foot value x 7.5% annual rate of return ÷ 12 months per year <u>x 2.3 months TCE duration</u> = \$5,440 indicated value \$6,000 rounded up

10. Severance Damages

We analyzed severance damages based on several different categories of potential damages including an analysis of site utility in the after condition, internal site circulation, ingress and egress from abutting public streets, modifications to McMurray Road in the after condition, potential need for modification of site improvements, and availability and configuration of onsite parking. For all but one of these studies we concluded there are no severance damages. For the potential need to modify site improvements, we concluded there are damages that are best quantified via a cost to cure analysis, as shown below:

Cost to cure based on need to replace Hoses on two diesel dispensers	\$1,616 \$2,000 rounded
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11. Less Benefits

New Site Improvements/After Condition	\$8,665 <u>\$9,000 rounded</u>
---------------------------------------	-----------------------------------

12. Net Damages

\$0

13. Relevant Sections of the California Code of Civil Procedure:

1263.320

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

1263.410

- a) Where the property acquired is part of a larger parcel, in addition to the compensation awarded pursuant to Article 4 (commencing with Section 1263.310) for the part taken, compensation shall be awarded for the injury, if any, to the remainder.
- b) Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, no compensation shall be awarded under this article. If the amount of the benefit to the remainder exceeds the amount of damage to the remainder, such excess shall be deducted from the compensation provided in Section 1263.510, if any, but shall not be deducted from the compensation required to be awarded for the property taken or from the other compensation required by this chapter.

1263.420

Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

- a) The severance of the remainder from the part taken.
- b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken.

1263.430

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

We have used extraordinary assumptions and a hypothetical condition in our valuation analysis, as follows:

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**Extraordinary Assumptions and Hypothetical Conditions**

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The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. There will be no impairment in access to the pumps for customer vehicles during construction or in the after condition.
2. During construction, there will always be access from at least one driveway each on McMurray Road and Highway 246.
3. The Temporary Construction Easement (TCE) will be non-exclusive.
4. For the land value analysis, we assume that the subject site is clean of contaminants and does not need mitigation.
5. The underground fuel storage tanks in place on the date of value are those described by Gregory D. Briggs, Director of Real Estate Station Properties for Thrifty Oil Co. We assume that the tanks were compliant at the time of installation.
6. It is our assumption that the reconfiguration of the subject gas station (including with widening of McMurray Road and the removal of the northerly planter area on the northern boundary of the subject property) will not be inconsistent with any of Thrifty's or Tesoro's written guidelines for safety and circulation in existence as of the date of value.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The valuation of the remainder in the after condition is based on the hypothetical condition that the Highway 246 and McMurray Road Improvements Project has been completed.
- 

A full appraisal certification is located at the end of this appraisal summary statement, see Attachment 8.

John G. Ellis, MAI, CRE, FRICS, and Susan O. Gordon have prepared this statement of valuation data, presented above and on the preceding pages, and it fairly and correctly states our opinions and knowledge as to the matters therein stated.

**INTEGRA REALTY RESOURCES – LOS ANGELES**



John G. Ellis, MAI, CRE, FRICS  
Senior Managing Director  
May 14, 2020



Susan O. Gordon  
Senior Analyst  
May 14, 2020

## Attachment 1

### Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Entitled	Shape; Corner; Signalized	Proximity to Freeway On- Off-Ramp	Zoning	\$/SF Land
1	Creskide Village Site 480 Avenue of the Flags Buellton Santa Barbara County CA	Feb-19 Closed	\$2,550,000	71,438 1.64	No	Nearly Rect. Yes No	0.35 Mile	Multifamily Residential and Avenue of the Flags SP	\$35.70
2	Lompoc Mixed-Use Site 233-239 N. H Street Lompoc Santa Barbara County CA	Nov-18 Closed	\$353,000	13,939 0.32	No	Rectangular Yes Yes	17 Miles	Old Town Commercial Redevelopment Overlay	\$25.32
3	Cambria Hotel Site McMurray Road and Valley Vineyard Circle Buellton Santa Barbara County CA	Oct-17 Closed	\$4,100,000	175,587 4.03	No	Semi-Circ. Yes No	0.11 Mile	General Commercial and Village Specific Plan	\$23.35
4	Hartman Highway 246 Site 20-26 E. Highway 246 and 220 Avenue of the Flags Buellton Santa Barbara County CA	Apr-17 Closed	\$1,050,000	82,764 1.90	No	Very Irreg. No No	0.09 Mile	General Commercial and Avenue of the Flags SP	\$12.69
5	Arco-AM/PM Site 653 Avenue of the Flags Buellton Santa Barbara County CA	Dec-16 Closed	\$825,000	30,928 0.71	No	Irregular Yes No	Adjacent	General Commercial and Avenue of the Flags SP	\$26.67
6	Former Baker's Square Restaurant Site 321 McMurray Road Buellton Santa Barbara County CA	Apr-16 Closed	\$1,100,000	24,394 0.56	No	Nearly Rect. No No	Adjacent	General Commercial	\$45.09
7	Buellton Water Gardens Property 325 Avenue of the Flags Buellton Santa Barbara County CA	Feb-16 Closed	\$650,000	17,424 0.40	No	Rectangular Yes Yes	0.23 Mile	General Commercial and Avenue of the Flags SP	\$37.30
8	AOF M-U Site 518 Avenue of the Flags Buellton Santa Barbara County CA	Jan-17 Closed	\$1,200,000	53,143 1.22	No	Rectangular Yes No	0.30 Mile	General Commercial and Avenue of the Flags SP	\$22.58
	Subject USA Gasoline 197 E. Highway 246 Buellton Santa Barbara County	Feb-20 D.O.V.	TBD	24,414 0.56	No	Rectangular Yes Yes	0.04 Mile	General Commercial	TBD

## Attachment 2

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### **Estimate of Depreciation**

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#### **Building Improvements**

Replacement Cost New		\$252,392
Less: Deferred Maintenance		\$0
Remaining Cost		\$252,392
Age-Life Depreciation	37.5%	-\$94,647
Additional Functional Obsolescence	0%	\$0
External Obsolescence	0%	\$0
Total Depreciation		-\$94,647
<i>Depreciated Replacement Cost</i>		<u>\$157,745</u>

#### **Site Improvements**

Replacement Cost New		\$1,254,384
Less: Deferred Maintenance		\$0
Remaining Cost		\$1,254,384
Age-Life Depreciation	30.1%	-\$377,693
Additional Functional Obsolescence	0%	\$0
External Obsolescence	0%	\$0
Total Depreciation		-\$377,693
<i>Depreciated Replacement Cost</i>		<u>\$876,691</u>

#### **Overall Property**

Replacement Cost New		\$1,506,776
Deferred Maintenance		\$0
Remaining Cost		\$1,506,776
Age-Life Depreciation		-\$472,340
Additional Functional Obsolescence		\$0
External Obsolescence		\$0
Total Depreciation		-\$472,340

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<b>Depreciated Replacement Cost</b>	<b>\$1,034,435</b>
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<b>Rounded:</b>	<b>\$1,034,000</b>
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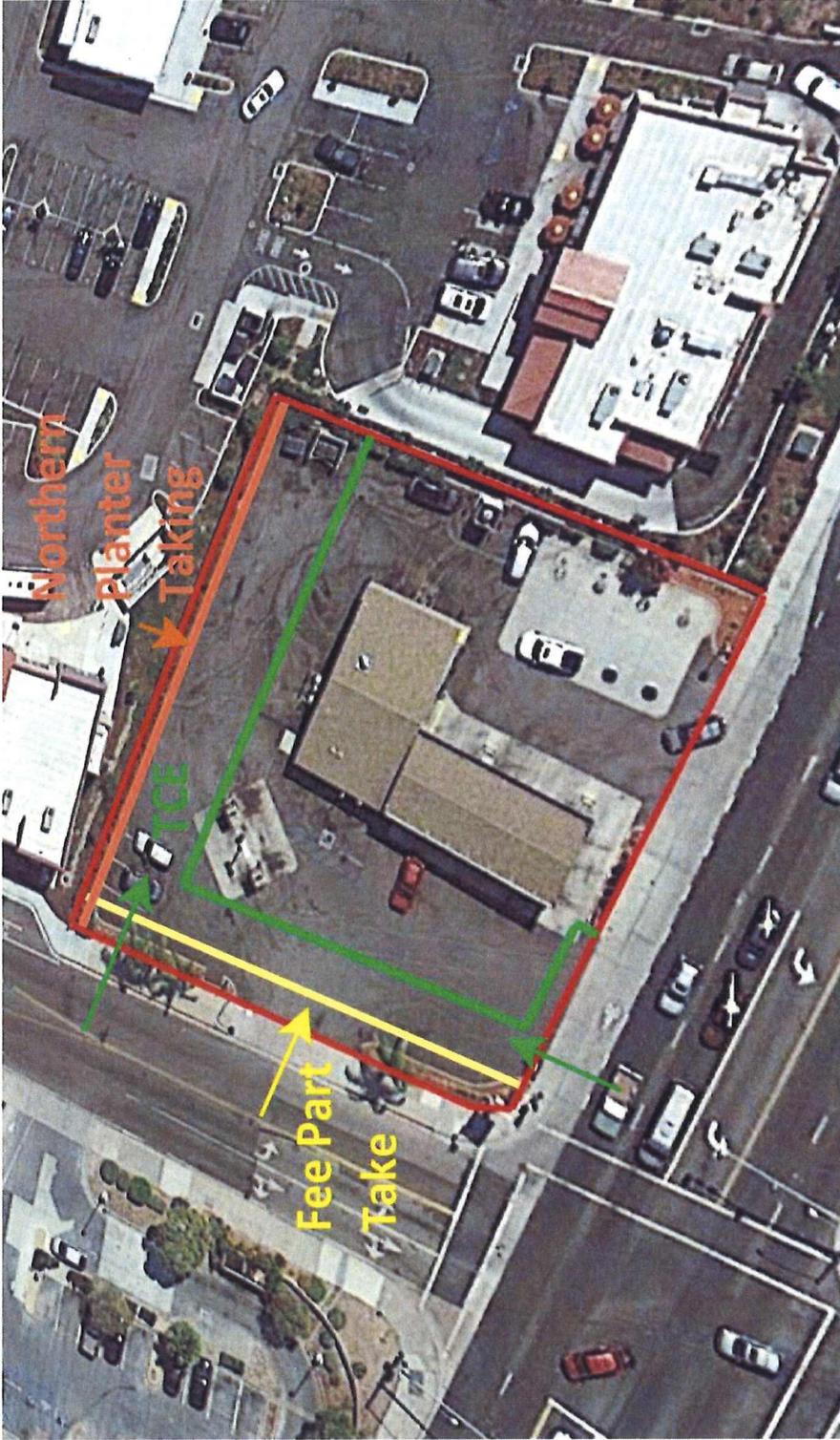
**Attachment 3**

**Summary of Comparable Improved Sales**

No.	Name/Address	Sale Date; Status	Year Built; % Occup.; Parking Ratio; Corner/Signal	GBA; Land SF; Acres; FAR	Gas Brand; # MPD; # Fuel Stations	Effective Sale Price	\$/Land SF; \$/MPD; \$/Fuel Station; \$/Building SF	Cap Rate
1	Lompoc Sunshine Gas 719 W. Laurel Ave. Lompoc Santa Barbara County CA	Dec-18 Closed	1960 100% 10.30/1,000 Yes/No	777 9,800 0.22 0.08	Sunshine 4 8	\$450,000	\$579.15	\$45.92 \$112,500 \$56,250 N/A
2	Lompoc Chevron Gas 1100 E. Ocean Ave. Lompoc Santa Barbara County CA	May-17 Closed	1994-2005 100% 5.45/1,000 Yes/Yes	3,300 20,307 0.47 0.16	Chevron 4 8	\$1,475,000	\$446.97	\$72.64 \$368,750 \$184,375 N/A
3	Fillmore Chevron Gas 704 W. Ventura St. Fillmore Ventura County CA	Mar-17 Closed	1989 100% 3.40/1,000 Yes/Yes	1,175 21,780 0.50 0.05	Chevron 4 8	\$1,471,000	\$1,251.91	\$67.54 \$367,750 \$183,875 N/A
4	Goleta Fuel Depot Gas 180 N. Fairview Ave. Goleta Santa Barbara County CA	Dec-15 Closed	1982 100% 1.11/1,000 Yes/Yes	1,804 12,197 0.28 0.15	Fuel Depot 4 8	\$1,220,000	\$676.27	\$100.02 \$305,000 \$152,500 N/A
5	Buellton Mobil Gas 188 E. Highway 246 Buellton Santa Barbara County CA	Jan-15 Closed	1965 100% 7.45/1,000 Yes/Yes	940 27,443 0.63 0.03	Mobil 5 10	\$1,200,000	\$1,276.60	\$43.73 \$240,000 \$120,000 N/A
	<b>Subject</b> USA Gasoline 197 E. Highway 246 Buellton Santa Barbara County	Feb-20 D.O.V.	1968 100% 3.40/1,000 Yes/Yes	1,176 24,414 0.05	USA Gasoline 6 12			

Attachment 4

Proposed Subject Acquisitions



Permanent and Temporary Takings

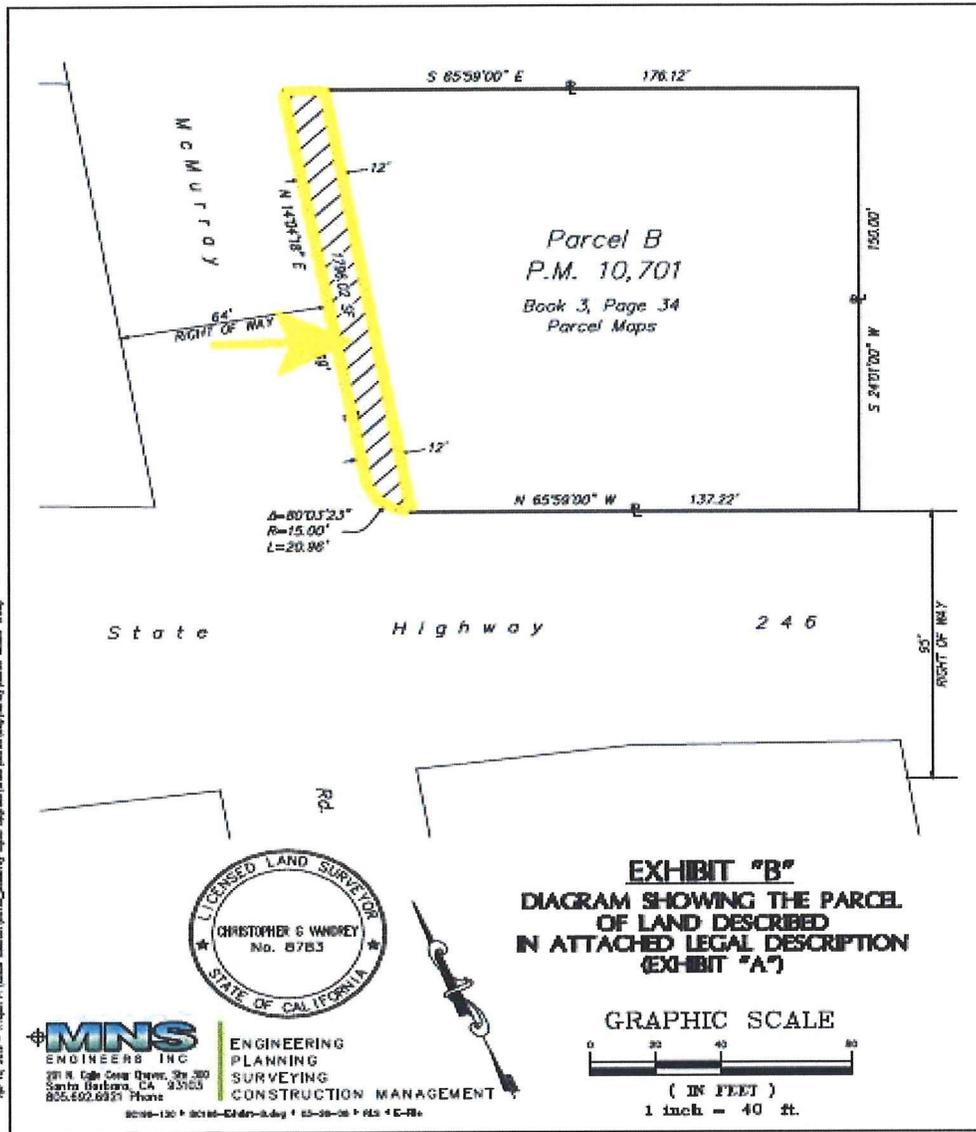
Fee Part Take (Yellow)

Northern Planter Taking (Orange)

Temporary Construction Easement - TCE (Green)

**Attachment 5**

**Right-of-Way (ROW) Acquisition Map**

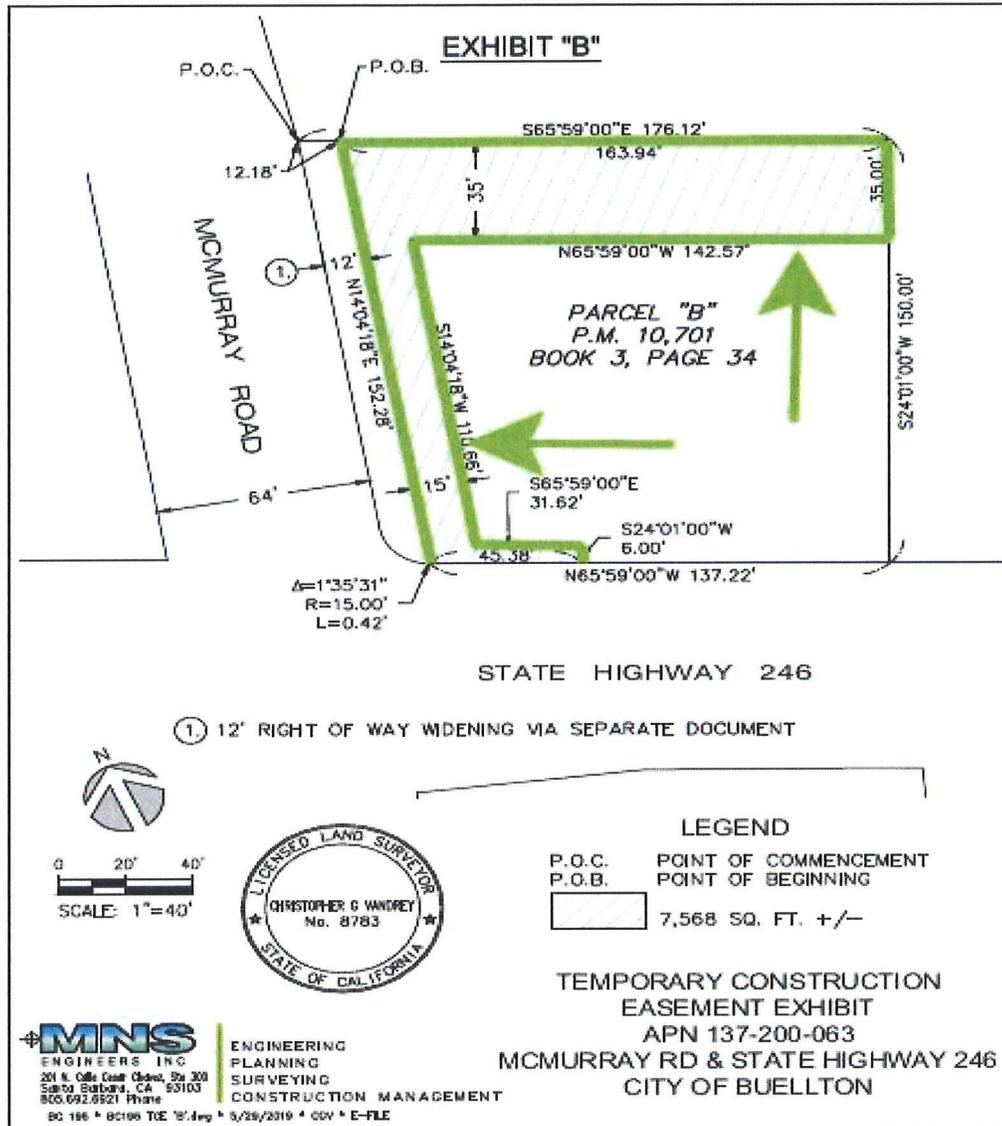


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P.A. 20196

**Attachment 6**

**Temporary Construction Easement (TCE) Map**



## Attachment 7

<b>Site Improvements within the Fee Taking - Before Condition</b>									
Improvements	Linear (FT)	Area (SF)	# of Items	Type	Size	MVS* Base Cost	Per Unit	S/L Depreciation %	Estimated MVS*Total
Concrete Planter Curbing	436					x \$13.80	Linear Foot	=	\$6,017
<b>Landscaping</b>									
Trees - West Planters			4	Palm	Medium	x \$745.00	Tree	=	\$2,980
Bushes - West Planters			37	Day Lily	Small	x \$21.20	Bush	=	\$784
Bushes - West Planters			1	Day Lily	Medium	x \$54.00	Bush	=	\$54
Bushes - North Planter			3	Evergreen	Medium	x \$54.00	Bush	=	\$162
Bushes - North Planter			13	Misc.	Large	x \$169.00	Bush	=	\$2,197
Tree - North Planter			1	Bottle Brush	Medium	x \$745.00	Tree	=	\$745
Soil Preparation/Mulch/Wood Chips		1,624		Soil/Wood Chips		x \$2.82	Square Foot	=	\$4,580
Irrigation		1,624				x \$0.96	Square Foot	=	\$1,559
Asphalt Paving		1,085				x \$3.62	Square Foot	42.90%	\$1,685
Concrete Block Wall - North Perimeter		953				x \$13.53	Square Foot	42.90%	\$5,532
<b>Subtotal</b>									<b>\$20,763</b>
Current Multiplier 1.01						1.01			\$20,971
Local Multiplier 1.21						1.21			\$25,374
<b>Total Site Improvements</b>									<b>\$25,374</b>
<b>Rounded Up</b>									<b>\$26,000</b>

\*Marshall Valuation Service: Average unit cost. Depreciation, based on cost approach analysis, has been applied to the asphalt paving and concrete block wall only.

## Attachment 8

# Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. John G. Ellis, MAI, CRE, FRICS, made a personal inspection of the property that is the subject of this report. Susan O. Gordon has personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, John G. Ellis, MAI, CRE, FRICS, has completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Susan O. Gordon has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.



John G. Ellis, MAI, CRE, FRICS  
Certified General Real Estate Appraiser  
California Certificate # AG007279



Susan O. Gordon  
Certified General Real Estate Appraiser  
California Certificate # AG040748

**Attachment No. 2**

**SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY  
OR AN INTEREST THEREIN**

The City of Buellton (“Buellton”) is proposing to construct a project for the Left-Turn Phasing Traffic Signal and Road Capacity Improvements at McMurray Road and State Highway 246 (“Project”).

Your property identified by the Santa Barbara County Tax Assessor as Parcel No. 137-200-063 and located at 197 East Highway 246, in the City of Buellton, California, is within the Project area. Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom Buellton purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes or the pro rata portion of real property taxes, which are allocable to any period subsequent to the passage of title or possession.
2. Buellton will offer to purchase any remnant(s) considered by Buellton to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant are being conveyed unless other disposition of these improvements has been made. The property being purchased consists of fee simple interest 1,796.02 square feet in size. A map delineating the area is enclosed herewith.
4. The market value of the property being purchased is based upon a market value appraisal, which is summarized on the attached Appraisal Summary Statement (Attachment No. 1) and such amount:
  - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;

- b. Is not less than the approved appraisal of the fair market value of the property as improved,
  - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
  - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits, which the owner may be entitled to receive under agreement with Buellton.
  - e. Is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 United States Code Section 9601 et seq., on the subject property.
5. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
6. If you ultimately elect to reject the offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

# **Your Property... Your Public Project**

**City of Buellton  
City Hall  
107 West Highway 246  
Buellton, California 93427  
805.688.5177**

**2020**

## **INTRODUCTION**

This booklet was prepared for you as a person who may potentially be affected by a proposed public acquisition or road improvement project. If it is your property that is affected, you may have wondered:

- What will happen?
- Who will contact me?
- How much will I be paid for my property?
- Who will pay my moving costs?
- Will the Public Agency help me find a new place to live?

We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

### **■ WHY DOES A PUBLIC AGENCY HAVE THE RIGHT TO BUY MY PROPERTY?**

Our State and federal constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and federal constitutions and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, authorize the purchase of private property for public use and assure full protection of the rights of each citizen. The responsibility for studying potential sites for a public acquisition or road improvement project rests with a team of specially trained individuals selected to do this important job. Many months, or even years, are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental elements and social impacts are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process may include public hearings and/or workshops, which give persons an opportunity to express their views on the locations being considered.

This is informational only. It is NOT intended to give a complete statement of all State or Federal laws and regulations pertaining to the purchase of your property for a public use, the Relocation Assistance Program, technical legal definitions, or any form of legal advice.

### **■ WHO WILL CONTACT ME?**

One of the first individuals you will meet is a real estate appraiser. You will be afforded the opportunity to accompany the appraiser on the inspection of your property. At the time of the inspection the appraiser will also provide you with

general project information. The appraiser will analyze your property and examine all of the features which contribute to its market value. Information about improvements you have made, and any other special features that you believe may affect the market value of your property, should be given to the appraiser to ensure he/she has all the information you feel is relevant.

It is the duty of the Public Agency to ensure that you receive fair market value, as if you sold your property privately in the open market. The Public Agency cannot buy your property for more than it is worth, but it **can** and **will** assure you that you do not have to sell your property for less than its fair market value. California law provides that the owner shall receive a copy of the appraisal or a summary of the valuation upon which the Public Agency's offer is based.

At the time the offer is made to purchase your property, you may obtain your own appraisal and the Public Agency will reimburse you up to \$5,000 for the actual, reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Real Property Acquisition Agent will provide more information concerning this reimbursement at the time of the offer.

■ **WHAT ADVANTAGE IS THERE IN SELLING MY PROPERTY TO A PUBLIC AGENCY?**

A real estate purchase by a Public Agency is handled in the same way as any private sale of property. However, there can be financial advantages in selling to a Public Agency.

The Public Agency will pay fair market value for your property. The Public Agency will also pay for the preparation of all documents; all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the Public Agency. Since this is a direct conveyance of real property from the property owner to the Public Agency, there is no real estate commissions involved, and the Public Agency will not recognize or pay any such real estate commissions.

A private sale will usually cost thousands of dollars in sales expenses. There are no seller's expenses in a purchase by the Public Agency.

Additionally, depending on your specific circumstances, you may be eligible for relocation payments and benefits when you move. These benefits are described in supplemental booklets, which will be provided to you, should the Public Agency acquisition actually cause you to be displaced from your property.

■ **WILL I BE PAID FOR LOSS IN VALUE TO MY REMAINING PROPERTY?**

When only a portion of your property is needed for a project, every reasonable effort is made to ensure that you do not suffer damages to the remainder of your

property. The total payment by the Public Agency will be for the property the Public Agency actually purchases and for any loss in market value to your remaining property.

The determination of any loss in value is an appraisal problem involving many variables. When this situation occurs, the Real Property Acquisition Agent will explain the effect of a partial acquisition on your remaining property.

■ **MAY I RETAIN AND MOVE MY HOME, BUSINESS BUILDING, MACHINERY, OR EQUIPMENT?**

If your house is movable, and you wish to make such an arrangement, the Public Agency will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases where, because of age, size or condition of the house, the cost of moving it would exceed its present market value, less its salvage value. In such a case, payment of moving costs would, of course, be an unwise expenditure of public funds.

If you operate a farm or business, you may wish to keep and move fixed machinery and equipment. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for a loss of business goodwill. Your specific circumstances will need to be analyzed on a case-by-case basis.

If any of these concepts are applicable to your situation, they will be fully explained by the Real Property Acquisition Agent assigned to purchase your property.

■ **WILL I HAVE TIME TO SELECT ANOTHER HOME AFTER THE PUBLIC AGENCY MAKES ITS PURCHASE?**

The Public Agency starts to appraise properties early enough so that you will have ample time to move prior to project construction. Like any other real estate transaction, it requires time to close an escrow after a right of way contract and deed have been signed. You will not be required to move until reasonable, decent, safe and sanitary replacement housing is available.

Once you have received the written offer to purchase your property from the Public Agency, it is in your best interest to look for a new place to live as soon as possible. Finding a home early, that best suits your needs, before you are required to move will minimize your personal inconvenience and will avoid having to make a choice of housing under pressure. In some instances you may be able to sell your property to the Public Agency and rent back temporarily, pending construction.

The Public Agency also offers to provide you with assistance in finding a new place in which to live. The Public Agency will give you at least 90 days notice in writing before you are required to move.

■ **WHAT HAPPENS TO THE LOAN ON MY PROPERTY?**

After you and the Public Agency have agreed upon a price, a Real Property Acquisition Agent and/or a title company will contact all other parties having an interest in the property. Payment to satisfy outstanding loans or liens will be made through a title company escrow, as in any real estate transaction.

■ **WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?**

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

Your Real Property Acquisition Agent will assist you in the transfer. However, it is to your benefit and your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

■ **IF THE VALUE OF MY PROPERTY IS HIGHER TODAY THAN WHEN I PURCHASED IT, DO I HAVE TO PAY INCOME OR CAPITAL GAINS TAX ON THIS DIFFERENCE WHEN I SELL/CONVEY TO THE PUBLIC AGENCY?**

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an “involuntary conversion.” In these cases, it is not necessary to pay income tax or capital gains tax if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service office and/or accountant.

■ **WILL I LOSE THE FAVORABLE PROPERTY TAX BASIS THAT I NOW HAVE UNDER THE PROVISIONS OF PROPOSITION 13?**

Section 2(d) of Article XIII-A of the California Constitution and Section 68, Rule 462.5 of the Revenue and Taxation Code generally provide that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

You will be given a copy of Rule 462.5 with an attached page showing examples of how to calculate estimates of the tax relief you may be eligible for. These are only approximations. You must see your county Tax Assessor for a final determination.

Note: Revenue and Taxation Code Section 68, Rule 462.5, G.1 through G.4, set forth time limits that may affect your eligibility to retain your favorable current real property tax status.

## ■ THE PUBLIC AGENCY’S RIGHT OF EMINENT DOMAIN

An owner’s rights are guaranteed by the federal and State constitutions and applicable federal and State laws. The principal right is that “Just Compensation” must be paid.

The vast majority of the Public Agency’s transactions are settled by contract. However, if the owner and the Public Agency cannot agree on the terms of sale, the Public Agency may resort to the eminent domain process to avoid delaying the project, and will ultimately initiate condemnation proceedings.

The Public Agency will request authority from the City Council to file a condemnation action in court. You will be given an opportunity to appear before the City Council to question whether public interest, necessity, planning and location require the proposed project and your property. The City Council does not hear arguments regarding valuation or just compensation.

Condemnation lawsuit documents are prepared by the Public Agency and filed with the court in the county where the property is located. The Summons and Complaint will then be served on all persons having a property interest in the parcel. The persons served must answer the lawsuit within 30 days.

Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

## ■ WHAT HAPPENS IN A CONDEMNATION TRIAL?

The purpose of the trial is to determine the amount of Just Compensation. Usually the trial is conducted before a judge and jury. Both the property owner and the Public Agency will have the opportunity to present evidence of value. The jury will determine the amount of compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation.

The Judgment is then prepared by counsel and signed by the judge. It will state that, upon payment of the amount of the verdict for the benefit of the property owner, title will be transferred to public ownership.

When the Public Agency makes the payment as required by the Judgment, the Final Order of Condemnation is signed by the judge and recorded with the County Recorder’s office. This finalizes the actual transfer of title.

## ■ WHO PAYS THE CONDEMNATION TRIAL COSTS?

The Public Agency pays the costs of its attorney and its engineering and appraisal witnesses. It will also pay the jury fees and your recoverable costs allowed by law. The fee for filing your Answer with the court is an example of such costs.

If the judge determines that the Public Agency's offer of settlement was unreasonable, while the demand of the property owner was reasonable, as viewed in light of the evidence admitted at trial and the verdict, the property owner may receive litigation expenses, such as their attorney's fees. The Judgment is then prepared by counsel and signed by the judge.

## ■ IF I WANT A TRIAL, MUST I HAVE AN ATTORNEY AND EXPERT WITNESSES?

Most property owners will be represented by an attorney, although they have the right to represent themselves.

You may wish to consult your family attorney. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service. The local bar association may also provide a list of attorneys who may offer services in eminent domain proceedings.

You and your attorney must decide what type of case you will present and what witnesses will be needed.

## ■ WILL I BE PAID ANY RELOCATION ASSISTANCE BENEFITS EVEN IF I GO TO COURT?

A decision to go to court has no effect on your right to relocation benefits. Payment of relocation benefits is administered separately from the condemnation action. You will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, and business and farm operators and are made available by the Public Agency.

## ■ HOW LONG CAN I KEEP MY PROPERTY?

Continued use of your property depends on when construction must begin, including utility relocations, and the demolition and/or clearance of buildings. If construction must begin before the trial, the Public Agency will seek a court order for early possession of your property.

In this regard, the Public Agency will be required to deposit with the State Treasurer, the probable amount of just compensation, as determined by an

appraisal, as security for the value of the property rights it is seeking. The court will determine if the amount of money deposited is adequate. Once the deposit is made, the owner may withdraw all or a portion of it at any time during the condemnation proceedings.

The court may then grant to the Public Agency an order for early possession allowing the Public Agency to use the property for construction of the project.

To obtain an Order for Possession, the Public Agency will file a motion with the court and schedule a hearing 90 days after you and all occupants of the property are served with the motion papers (60 days if the property is unoccupied). You and the occupants, if any, will have 30 days to oppose the motion. Once the court grants an Order for Possession of the property, the Public Agency may obtain possession of the property 30 days after the owner and any occupants are served with the Order.

Subject to the rights of any other persons having an interest in the property, you may withdraw all or part of the pre-Judgment deposit. If you do not make a withdrawal, the Public Agency will pay interest on the eventual court award, or agreed settlement sum from the time it legally occupied your property until the date of final payment to you. Interest will accrue at the applicable statutory rate until paid at the time of settlement.

The Public Agency's Real Property Acquisition Agent assigned to purchase your property will assist you in the transaction and will be available to answer any additional questions you may have.

## DEFINITIONS

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

<b>Acquire</b>	To purchase.
<b>Answer</b>	The property owner's written reply, in appropriate legal form, filed with the court in response to the eminent domain complaint and as requested by the summons.
<b>Compensation</b>	The amount of money to which a property owner is entitled under the law for the purchase of their property and any related damages.
<b>Complaint</b>	The document filed with the court by the Public Agency, which initiates eminent domain proceedings.
<b>Condemnation</b>	The legal process by which a proceeding in eminent domain is accomplished.
<b>Counsel</b>	An attorney or attorneys.
<b>Public Agency</b>	A municipality or other political subdivision of a State.
<b>Eminent Domain</b>	The right of government to purchase private property for public use.
<b>Fair Market Value</b>	The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

<b>Final Order of Condemnation</b>	The instrument which, when recorded, transfers title to public ownership.
<b>Judgment</b>	The court's formal decision based on applicable law and the verdict.
<b>Just Compensation</b>	The measure of Just Compensation is Fair Market Value.
<b>Loss of business goodwill</b>	A loss in the value of a business caused by the Public Agency's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.
<b>Parcel</b>	Usually means the property that is being acquired.
<b>Plaintiff</b>	The Public Agency that desires to purchase the property.
<b>Possession</b>	Legal control; to have the right to use.
<b>Property</b>	The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.
<b>Right of Entry</b>	An agreement between an owner and the Public Agency which allows the Public Agency to utilize the property while continuing to negotiate the terms of settlement. Interest, calculated at the statutory rate, is included in the settlement upon conclusion of the transaction.
<b>Summons</b>	Notification of filing of a lawsuit in eminent domain and of the necessity to file answer or other responsive pleading.
<b>Title</b>	Legal ownership.
<b>Trial</b>	The hearing of the facts from a plaintiff and defendant in a court of law, either with or without a jury.
<b>Verdict</b>	The amount of just compensation to be paid for a property including any damages to the remainder, if applicable.

## Notes

Exhibit "A"  
Legal Description for Right-of-Way  
APN 137-200-063

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

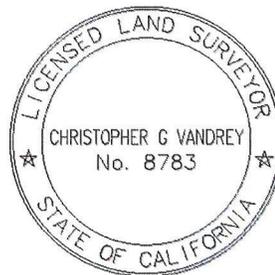
The westerly 12.00 feet of said Parcel "B". The easterly boundary of the herein described portion of land is a straight line lying 12.00 feet easterly of the westerly boundary of said Parcel "B", as measured at right angles, and terminates in the northerly and southerly boundaries of said Parcel "B".

Containing approximately 1,796 square feet and is shown on the attached Exhibit "B"

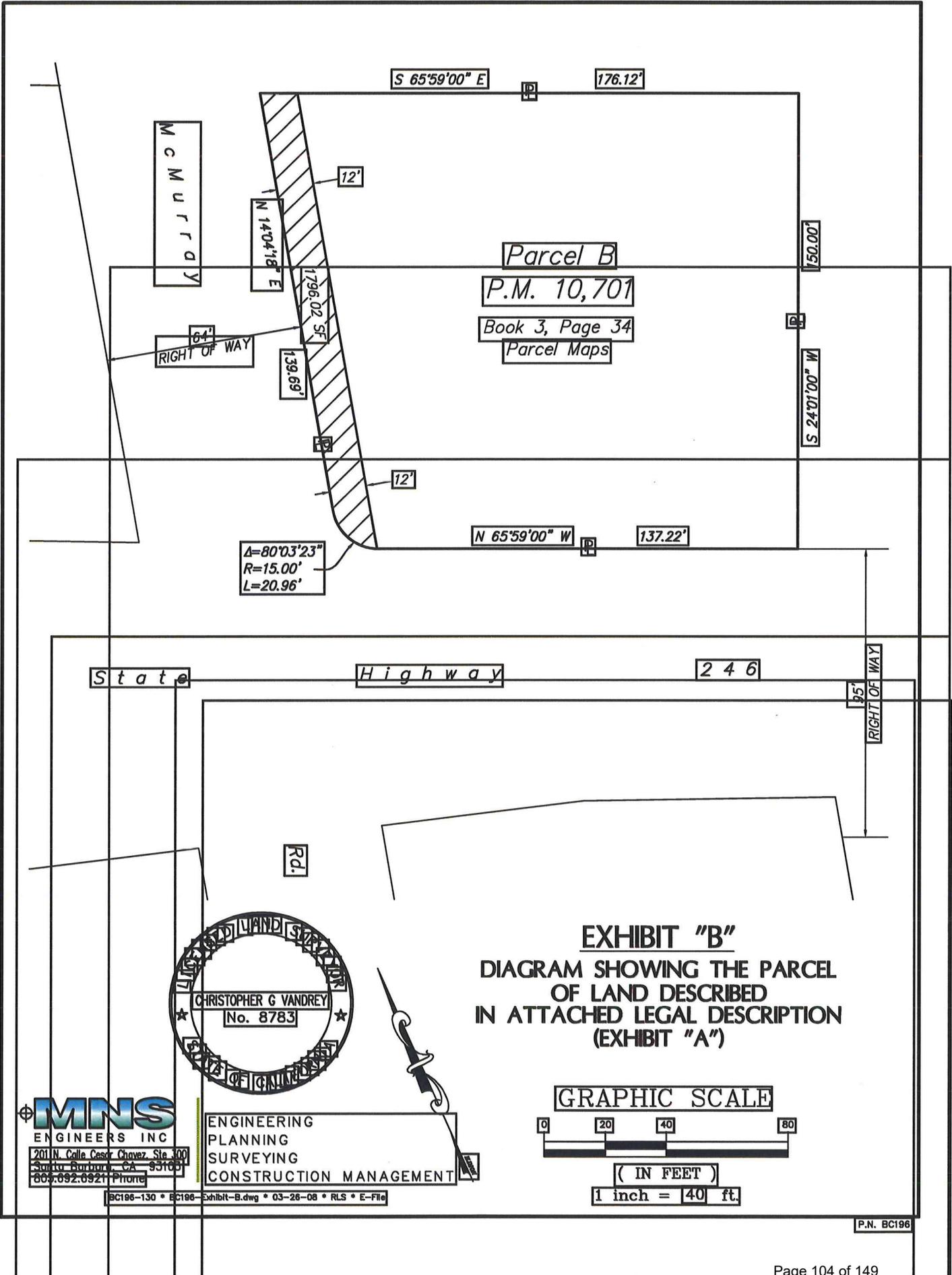
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

  
\_\_\_\_\_

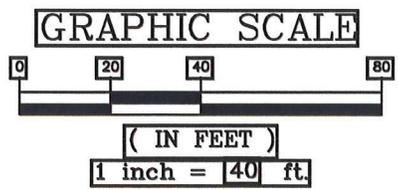
Christopher G Vandrey, PLS-CFedS  
Date: 04-10-2019



Apr 10, 2019 - 1:10pm P:\CBBUE Buvelton\BC196\_McMurray\_Signal Upgrade\CADD\BC196.dwg [Survey]\BC196-Exhibit-B.dwg



**EXHIBIT "B"**  
**DIAGRAM SHOWING THE PARCEL**  
**OF LAND DESCRIBED**  
**IN ATTACHED LEGAL DESCRIPTION**  
**(EXHIBIT "A")**



**MNS**  
**ENGINEERS INC**  
 201 N. Calle Cesar Chavez, Ste 100  
 Santa Barbara, CA 93101  
 805.692.6921 Phone

ENGINEERING  
 PLANNING  
 SURVEYING  
 CONSTRUCTION MANAGEMENT

BC196-130 \* BC196-Exhibit-B.dwg \* 03-28-08 \* RLS \* E-File

P.N. BC196

APN \_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT

Thrifty Oil Co., a \_\_\_\_\_ (“Grantor”) hereby grants to the CITY OF BUELLTON, a California general law city and municipal corporation (“Grantee”), a temporary easement, as defined below, to be used in connection with the Grantee’s McMurray Road Widening Project (“Project”) upon, over, beneath and across that certain real property described in **Exhibit A** hereto and depicted on **Exhibit B** hereto (“the TCE Area”), consisting of a portion of that real property identified as Santa Barbara County Assessor’s Parcel Number 137-200-063 (“Property”).

Said temporary construction easement (“TCE”) is defined as follows:

(a) the temporary right of Grantee and its officers, agents, employees, contractors, subcontractors and assigns (collectively, “TCE Personnel”) to use the TCE Area for purposes related to the Project including working strips and staging areas, placement and operation of construction equipment thereon, and protection and security of the Project construction site and of facilities within the Project site, as set forth in and consistent with the Project plans and specifications; and

(b) the temporary, non-exclusive right of ingress and egress, upon, over and across the TCE Area for the purpose of performing work associated with the Project consistent with the Project plans and specifications (“the Work”);

Grantee will secure all necessary governmental permits and approvals to undertake and complete the Work.

Term. Subject to the terms in this Paragraph, the term of this TCE shall be twelve (12) months (the “TCE Term”) from Commencement. Commencement of the TCE Term shall not occur until fourteen (14) calendar days after Grantee has provided written notice to the Grantor of Grantee’s intent to commence activities permitted under this Agreement (the “Commencement Notice”). Construction of the Project is expected to take no more than six (6) months, and this TCE shall terminate upon written notice from Grantee that the TCE is no longer needed for the Project. Under all circumstances, unless it expires or is terminated earlier, the TCE Term shall expire on or by June 30, 2024.

No Unreasonable Interference. Grantee will at all times during the TCE Term allow for and maintain reasonable access to and from the Property, as well as allow for and maintain reasonable access within the Property in order to allow for access and use of the gasoline pumps and the convenience store on the Property, and Grantee will stage and coordinate work with Grantor so as not to unreasonably impede/hinder access to and within the Property. During the TCE Term, Grantor and its tenants and customers may use such portions of the TCE Area as are not then being used by Grantor. Grantee will perform the Work in such a manner so as not to affect the visibility of or adversely affect the business and operation on the Property, including without limitation, its gasoline pump and convenience store operations. TCE Personnel will not

interfere with any utility easements within the TCE Area. Grantee will separate the TCE Area by cones or by other appropriate construction safety barriers while Grantee performs any Work in the TCE Area. In the event that utility or irrigation lines, or any other facilities, must be relocated due to the Project, Grantee will use best efforts, in consultation and coordination with Grantor, to effect the relocation at times and in a such manner as to minimize inconvenience to Grantor's operations

No Grantee Storage. TCE Personnel will not park on or store any construction vehicles, equipment or materials overnight on the TCE Area. TCE Personnel will not move, remove, or demolish any of Grantor's signs, access drives, curbing, or other improvements located outside the TCE Area, except as otherwise agreed to in a separate writing by Grantor.

No Grantee Liens. Grantee will not allow any mechanics' or other lien to be placed on Grantor's Property. If any lien arises, Grantee will fully discharge the lien at its expense no later than fifteen (15) days after the lien is filed and provide Grantor written notice of the discharge.

Indemnification. Grantee shall indemnify and hold harmless Grantor from any and all liability, claims, loss, costs, or damages proximately caused by the TCE Personnel activities within the TCE Area, and shall restore or repair any and all damage to the Property arising out of or resulting from the those activities.

Restoration. Upon completion of the Work, Grantee will cause all of the equipment, materials, tools, trash and debris to be removed from the TCE Area, and will have the TCE Area restored to a condition as nearly as practicable to its condition prior to its use by Grantee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Exhibit "A"  
Legal Description for Temporary Construction Easement  
APN 137-200-063

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the northwest corner of said Parcel B; thence along the northerly boundary of said Parcel B, S 65°59'00" E, 12.18 feet to the point of beginning; thence,

1st continuing along the northerly boundary of said Parcel B, S65°59'00"E 163.94 feet to the northeast corner of said Parcel; thence,

2nd along the easterly boundary of said Parcel B S24°01'00"W 35.00 feet to a line parallel with and 35 feet southerly, right angle measurement, of the northerly boundary of said Parcel B; thence,

3rd leaving said easterly boundary N65°59'00"W 142.57 feet along said parallel line to a line parallel with and 27.00 feet easterly, right angle measurement, of the westerly boundary said Parcel B; thence,

4th S14°04'18"W 110.66 feet along the last-mentioned parallel line to a line parallel with and 6.00 feet northerly, right angle measurement, of the southerly boundary of said Parcel B; thence,

5th S65°59'00"E 31.62 feet along the last-mentioned parallel line; thence,

6th S24°01'00"W 6.00 feet to a point on the southerly boundary of said Parcel B; thence,

7th N65°59'00"W 45.38 feet along said southerly boundary to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence,

8th westerly along said curve 0.42 feet through a central angle of 01°35'31" to a line parallel with and 12.00 feet easterly, right angle measurement, of the westerly boundary of said Parcel B; thence,

9th N14°04'18"E 152.28 feet along the last-mentioned parallel line to the point of beginning.

Containing approximately 7,568 square feet and is shown on the attached Exhibit "B"

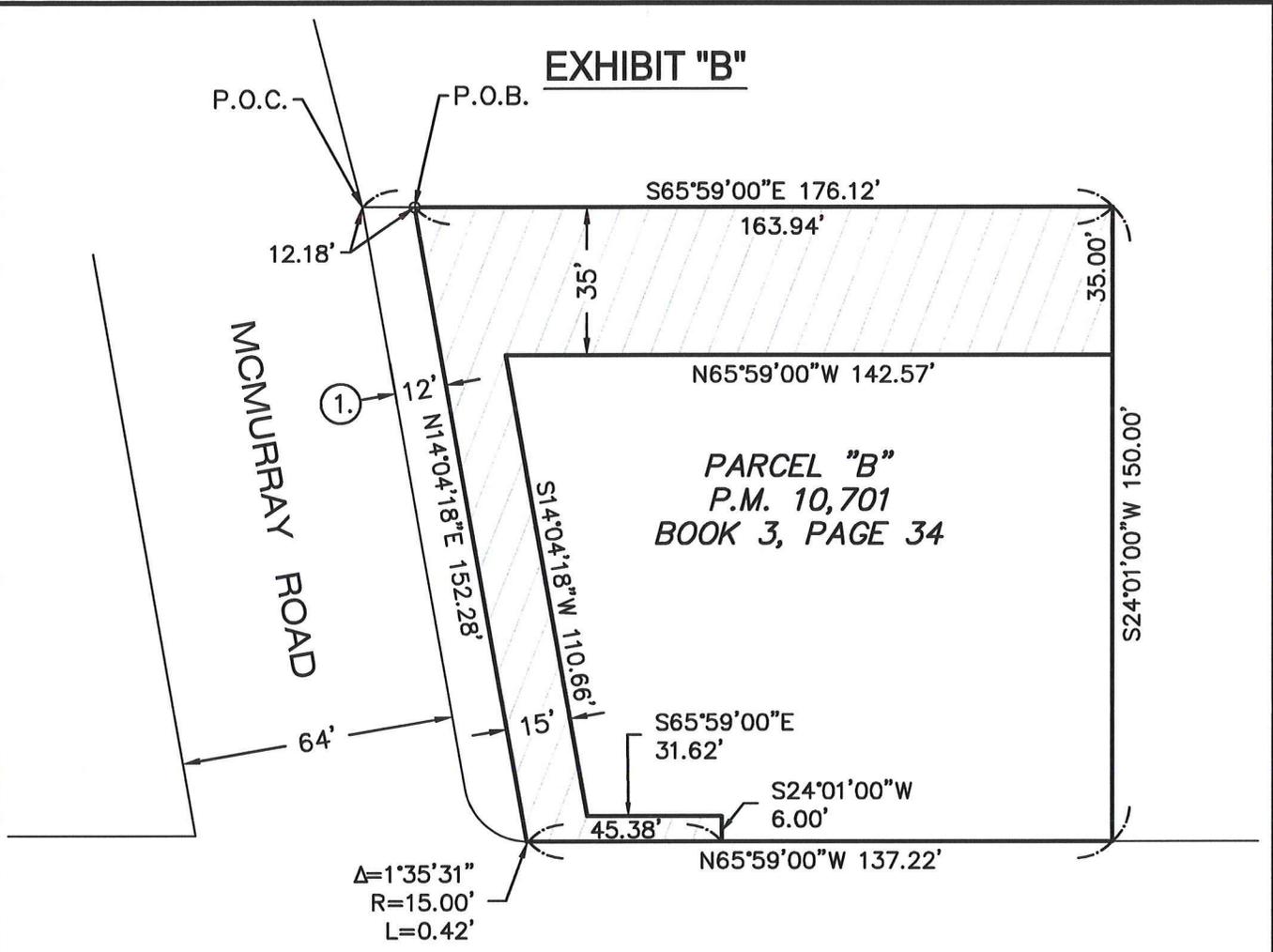
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

*CG Vandrey*

Christopher G Vandrey, PLS-CFedS  
Date: 05-29-2019

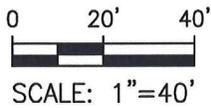


# EXHIBIT "B"



STATE HIGHWAY 246

① 12' RIGHT OF WAY WIDENING VIA SEPARATE DOCUMENT



## LEGEND

P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING

7,568 SQ. FT. +/-

TEMPORARY CONSTRUCTION  
 EASEMENT EXHIBIT

APN 137-200-063  
 MCMURRAY RD & STATE HIGHWAY 246  
 CITY OF BUELLTON



201 N. Calle Cesar Chavez, Ste 300  
 Santa Barbara, CA 93103  
 805.692.6921 Phone

ENGINEERING  
 PLANNING  
 SURVEYING  
 CONSTRUCTION MANAGEMENT

BC 196 \* BC196 TCE 'B'.dwg \* 5/29/2019 \* CGV \* E-FILE



# City of Buellton

September 22, 2020

Mr. Barry Berkett  
 Thrifty Oil Co.  
 13116 Imperial Highway  
 Santa Fe Springs, CA 90670

SUBJECT: City of Buellton – Left-Turn Phasing Traffic Signal and Road Capacity Improvements at McMurray Road and State Highway 246  
 PARCEL NO. 137-200-063  
 OWNER: Thrifty Oil Co.  
 LOCATION: 197 East Highway 246, Buellton, CA

**NOTICE OF HEARING REGARDING INTENT OF THE CITY COUNCIL FOR THE CITY OF BUELLTON TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY BY EMINENT DOMAIN**

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure Section 1230.010 *et seq.*, that the City Council for the City of Buellton intends to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the fee simple interest and temporary construction easement described below and in the enclosures (collectively, “the Property Interests”).

The hearing will be held on **October 8, 2020 at 6:00 p.m.**, or as soon thereafter as the City Council can hear said matter, at the Council Chambers located at 140 West Highway 246, Buellton, California 93427. If the resolution is adopted at this meeting, it will authorize the City to acquire the Property Interests for construction of public improvements as part of the City’s Left-Turn Phasing Traffic Signal and Road Capacity Improvements at McMurray Road and State Highway 246 (“the Project”).

The Property Interests to be acquired are as follows:

- i. a 12-foot strip in fee simple absolute containing approximately 1796 square feet, which is more particularly described and depicted in Exhibit "1" which is attached hereto and incorporated herein by this reference; and
- ii. a Temporary Construction Easement (“TCE”) containing approximately 7,568 square feet upon, over, beneath and across that certain real property described and depicted in Exhibit 2 attached hereto and incorporated herein by this reference (“the TCE Area”), consisting of a portion of that real property identified as Santa Barbara County Assessor's Parcel Number 137-200-063 (“Property”).

Said TCE shall provide: (a) the temporary right of Easement Holder and its officers, agents, employees, contractors, subcontractors and assigns (collectively, "TCE Personnel") to use the TCE Area for purposes related to the Project including working strips and staging areas, placement and operation of construction equipment thereon, and protection and security of the Project construction site and of facilities within the Project site, as set forth in and consistent with the Project plans and specifications; and (b) the temporary, non-exclusive right of ingress and egress, upon, over and across the TCE Area for the purpose of performing work associated with the Project consistent with the Project plans and specifications ("the Work");

Easement Holder will secure all necessary governmental permits and approvals to undertake and complete the Work.

Term. Subject to the terms in this Paragraph, the term of this TCE shall be twelve (12) months (the "TCE Term") from Commencement. Commencement of the TCE Term shall not occur until fourteen (14) calendar days after Easement Holder has provided written notice to the Property Owner of Easement Holder's intent to commence activities permitted under this Agreement (the "Commencement Notice"). Construction of the Project is expected to take no more than six (6) months, and this TCE shall terminate upon written notice from Easement Holder that the TCE is no longer needed for the Project. Under all circumstances, unless it expires or is terminated earlier, the TCE Term shall expire on or by June 30, 2024.

No Unreasonable Interference. Easement Holder will at all times during the TCE Term allow for and maintain reasonable access to and from the Property, as well as allow for and maintain reasonable access within the Property in order to allow for access and use of the gasoline pumps and the convenience store on the Property, and Easement Holder will stage and coordinate work with Property Owner so as not to unreasonably impede/hinder access to and within the Property. During the TCE Term, Property Owner and its tenants and customers may use such portions of the TCE Area as are not then being used by Easement Holder. Easement Holder will perform the Work in such a manner so as to not affect the visibility of or adversely affect the business and operation on the Property, including without limitation, its gasoline pump and convenience store operations. TCE Personnel will not interfere with any utility easements within the TCE Area. Easement Holder will separate the TCE Area by cones or by other appropriate construction safety barriers while Easement Holder performs any Work in the TCE Area. In the event that utility or irrigation lines, or any other facilities, must be relocated due to the Project, Easement Holder will use best efforts, in consultation and coordination with Property Owner, to effect the relocation at times and in such a manner as to minimize inconvenience to Property Owner's operations.

No Easement Holder Storage. TCE Personnel will not park on or store any construction vehicles, equipment or materials overnight on the TCE Area. TCE Personnel will not move, remove, or demolish any of Property Owner's signs, access drives, curbing, or other improvements located outside the TCE Area, except as otherwise agreed to in a separate writing by Property Owner.

No Easement Holder Liens. Easement Holder will not allow any mechanics' or other lien to be placed on Property Owner's Property. If any lien arises, Easement Holder will fully discharge the lien at its expense no later than fifteen (15) days after the lien is filed and provide Property Owner written notice of the discharge.

Indemnification. Easement Holder shall indemnify and hold harmless Property Owner from any and all liability, claims, loss, costs, or damages proximately caused by the TCE Personnel activities within the TCE Area, and shall restore or repair any and all damage to the Property arising out of or resulting from the those activities.

Restoration. Upon completion of the Work, Easement Holder will cause all of the equipment, materials, tools, trash and debris to be removed from the TCE Area, and will have the TCE Area restored to a condition as nearly as practicable to its condition prior to its use by Easement Holder.

Thrifty Oil Co. has a right to appear and be heard at said hearing on the following matters and issues, and to have the City give judicious consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a. Whether the public interest, convenience and necessity require the proposed Project;
- b. Whether the proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. Whether the Property Interests are necessary for the proposed Project;
- d. Whether an offer to purchase was made to the owners of the Property Interests pursuant to Government Code section 7267.2, the amount of which is supported by an appraisal of the fair market value of the Property Interests;
- e. Whether the City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the "right to take") to acquire the Property Interests described herein, as well as any other matter regarding the right to take said Property Interests by eminent domain;
- f. Whether the City has statutory authority to acquire the Property Interests by eminent domain;

g. Whether the necessary notification of the Notice of Hearing, as required by the California Code of Civil Procedure, section 1245.235, was given in regard to the Property Interests; and

h. Whether the City has fully complied with all the provisions of California's Environmental Quality Act in regard to the proposed Project, and that that no subsequent environmental review is required.

The amount of compensation to be paid for the Property Interests is not a matter being heard by the City at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation as may be determined by a court of law in accordance with the laws of the State of California. This Notice of Hearing is not intended to foreclose future negotiations between you and the representatives of the City on the amount of compensation to be paid for the Property Interests.

The City has offered by letter dated May 22, 2020, to purchase the Property Interests and has otherwise been in contact with you regarding this matter. To date, efforts by the City to obtain Thrifty Oil Co.'s voluntary acceptance of the City's purchase of the needed property rights have been unsuccessful.

If you desire to be heard at the hearing, you MUST FILE A WRITTEN REQUEST as soon as possible following receipt of this Notice by filing or delivering a written request indicating your intent to appear and be heard to Linda Reid, City Clerk, City of Buellton, P.O. Box 1819 Buellton, CA 93427. You may use the enclosed form for the purpose of notifying the City of your intent and desire to be heard. Your failure to file a written request to appear and be heard may result in a waiver of your right to be heard. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Property Interests by eminent domain.

Sincerely,

  
Rose Hess, P.E.

Director of Public Works  
City of Buellton

Encls: Form: Notice of Request to Appear and be Heard  
Proposed Resolution of Necessity  
Legal Description and Depiction of Property Interests

cc.: Scott Wolfe, City Manager, City of Buellton  
Greg Murphy, City Attorney, City of Buellton  
Matthew Kagan, Thrifty Oil General Counsel

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY**

SUBJECT: City of Buellton – Left-Turn Phasing Traffic Signal and Road Capacity  
Improvements at McMurray Road and State Highway 246  
PARCEL NO. 137-200-063  
OWNER: Thrifty Oil Co.  
LOCATION: 197 East Highway 246, Buellton, CA

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

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**RESOLUTION NO. 20-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BUELLTON, CALIFORNIA, FINDING AND DETERMINING THAT THE  
PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE  
ACQUISITION OF PROPERTY INTERESTS FOR PUBLIC PURPOSES**

**(Applicable to Property: APN 137-200-063)**

The City Council of the City of Buellton does hereby resolve as follows:

**SECTION 1.** The City Council of the City of Buellton (hereafter "City"), after consideration of the staff report, staff presentation, discussion, oral testimony and evidence presented at the **October 8, 2020** meeting of the City Council hereby finds, determines and declares as follows:

(a) The public interest, convenience and necessity require the proposed project; to wit, the Left-Turn Phasing Traffic Signal and Road Capacity Improvements at McMurray Road and State Highway 246 ("Project"); and

(b) The interests to be acquired (collectively, the "Property Interests") are located within the City of Buellton, County of Santa Barbara, State of California and are as follows:

i. a 12-foot strip in fee simple absolute containing approximately 1796 square feet, which is more particularly described and depicted in Exhibit "1" which is attached hereto and incorporated herein by this reference; and

ii. a Temporary Construction Easement ("TCE") containing approximately 7,568 square feet upon, over, beneath and across that certain real property described and depicted in Exhibit 2 attached hereto and incorporated herein by this reference ("the TCE Area"), consisting of a portion of that real property identified as Santa Barbara County Assessor's Parcel Number 137-200-063 ("Property").

Said TCE shall provide: (a) the temporary right of Easement Holder and its officers, agents, employees, contractors, subcontractors and assigns (collectively, "TCE Personnel") to use the TCE Area for purposes related to the Project including working strips and staging areas, placement and operation of construction equipment thereon, and protection and security of the Project construction site and of facilities within the Project site, as set forth in and consistent with the Project plans and specifications; and

(b) the temporary, non-exclusive right of ingress and egress, upon, over and across the TCE Area for the purpose of performing work associated with the Project consistent with the Project plans and specifications ("the Work");

Easement Holder will secure all necessary governmental permits and approvals to undertake and complete the Work.

Term. Subject to the terms in this Paragraph, the term of this TCE shall be twelve (12) months (the "TCE Term") from Commencement. Commencement of the TCE Term shall not occur until fourteen (14) calendar days after Easement Holder has provided written notice to the Property Owner of Easement Holder's intent to commence activities permitted under this Agreement (the "Commencement Notice"). Construction of the Project is expected to take no more than six (6) months, and this TCE shall terminate upon written notice from Easement Holder that the TCE is no longer needed for the Project. Under all circumstances, unless it expires or is terminated earlier, the TCE Term shall expire on or by June 30, 2024.

No Unreasonable Interference. Easement Holder will at all times during the TCE Term allow for and maintain reasonable access to and from the Property, as well as allow for and maintain reasonable access within the Property in order to allow for access and use of the gasoline pumps and the convenience store on the Property, and Easement Holder will stage and coordinate work with Property Owner so as not to unreasonably impede/hinder access to and within the Property. During the TCE Term, Property Owner and its tenants and customers may use such portions of the TCE Area as are not then being used by Easement Holder. Easement Holder will perform the Work in such a manner so as to not affect the visibility of or adversely affect the business and operation on the Property, including without limitation, its gasoline pump and convenience store operations. TCE Personnel will not interfere with any utility easements within the TCE Area. Easement Holder will separate the TCE Area by cones or by other appropriate construction safety barriers while Easement Holder performs any Work in the TCE Area. In the event that utility or irrigation lines, or any other facilities, must be relocated due to the Project, Easement Holder will use best efforts, in consultation and coordination with Property Owner, to effect the relocation at times and in such a manner as to minimize inconvenience to Property Owner's operations.

No Easement Holder Storage. TCE Personnel will not park on or store any construction vehicles, equipment or materials overnight on the TCE Area. TCE Personnel will not move, remove, or demolish any of Property Owner's signs, access drives, curbing, or other improvements located outside the TCE Area, except as otherwise agreed to in a separate writing by Property Owner.

No Easement Holder Liens. Easement Holder will not allow any mechanics' or other lien to be placed on Property Owner's Property. If any lien arises, Easement Holder will fully discharge the lien at its expense no later than fifteen (15) days after the lien is filed and provide Property Owner written notice of the discharge.

Indemnification. Easement Holder shall indemnify and hold harmless Property Owner from any and all liability, claims, loss, costs, or damages proximately caused by the TCE Personnel activities within the TCE Area, and shall restore or repair any and all damage to the Property arising out of or resulting from the those activities.

Restoration. Upon completion of the Work, Easement Holder will cause all of the equipment, materials, tools, trash and debris to be removed from the TCE Area, and will have the TCE Area restored to a condition as nearly as practicable to its condition prior to its use by Easement Holder.

(c) The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury; and

(d) The taking of the Property Interests is necessary for the proposed Project and such taking is authorized by Section 19, Article I of the California Constitution; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq.*, including but not limited to sections 1240.010 through 1240.050 inclusive; Government Code Sections 37350.5, 40401 *et seq.* and 40404 and other applicable law; and

(e) An offer to purchase was made to the owner of the Property Interests pursuant to Government Code sections 7267.2, the amount of said offer is supported by an appraisal of the fair market value of the Property Interests.

(f) The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235.

(g) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the “right to take”) to acquire the Property Interests.

(h) On September 25, 2003, the City Council certified a Final Environmental Impact Report (EIR) (State Clearinghouse No. 2002081018) for the Oak Springs Village Specific Plan in compliance with the California Environmental Quality Act (CEQA). The Specific Plan was subsequently amended, most recently on September 27, 2007. Prior to adopting the 2007 Specific Plan, the City adopted an Addendum to the Final EIR, which included the McMurray Road improvements in its analysis.

(i) Based on substantial evidence in the record, including the staff report, written and oral testimony at the public hearing, the 2003 Final EIR, and the 2007 Addendum to the Final EIR, the City Council finds that no subsequent environmental review is required pursuant to Public Resources Code Section 21166 and CEQA Guidelines 15162 because:

1. The McMurray Road improvements were identified in the Specific Plan and analyzed in the Addendum to the 2003 Final EIR, so there are no proposed changes in the project which will require any revisions of the 2003 Final EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. No substantial changes have occurred with respect to the circumstances under which the McMurray Road improvements are undertaken which will require major revisions of the 2003 Final EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the 2003 Final EIR was certified as complete, shows any of the following:

a. The project will have one or more significant effects not discussed in the 2003 Final EIR;

b. Significant effects previously examined will be substantially more severe than shown in the 2003 Final EIR;

c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the 2003 Final EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

**SECTION 2.** The City Council hereby declares that it is its intention to acquire the Property Interests in the City’s name in accordance with the provision of the laws of the State of California governing condemnation procedures.

**SECTION 3.** The City Council further finds that if any portion of the area of the Property Interests has been appropriated to some public use, the public uses to which it is to be applied by the City, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure section 1240.610 or, alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future, pursuant to Code of Civil Procedure section 1240.510.

**SECTION 4.** The firm of Burke, Williams & Sorensen, under the direction of the City Attorney, is authorized and directed to prepare, institute and prosecute in the name of the City such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property Interests, including the filing of an application for an Order for Possession prior to judgment.

**SECTION 5.** This Resolution shall be effective immediately upon its adoption.

**SECTION 6.** The City Clerk shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of October 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Greg Murphy  
City Attorney

I, Linda Reid, City Clerk of the City of Buellton, certify Resolution No. 20-25 was adopted by the City Council of the City of Buellton at a regular meeting held October 8, 2020 by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

\_\_\_\_\_  
City Clerk

# Exhibit 1

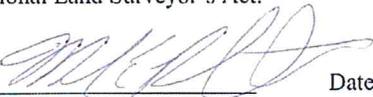
Exhibit A

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

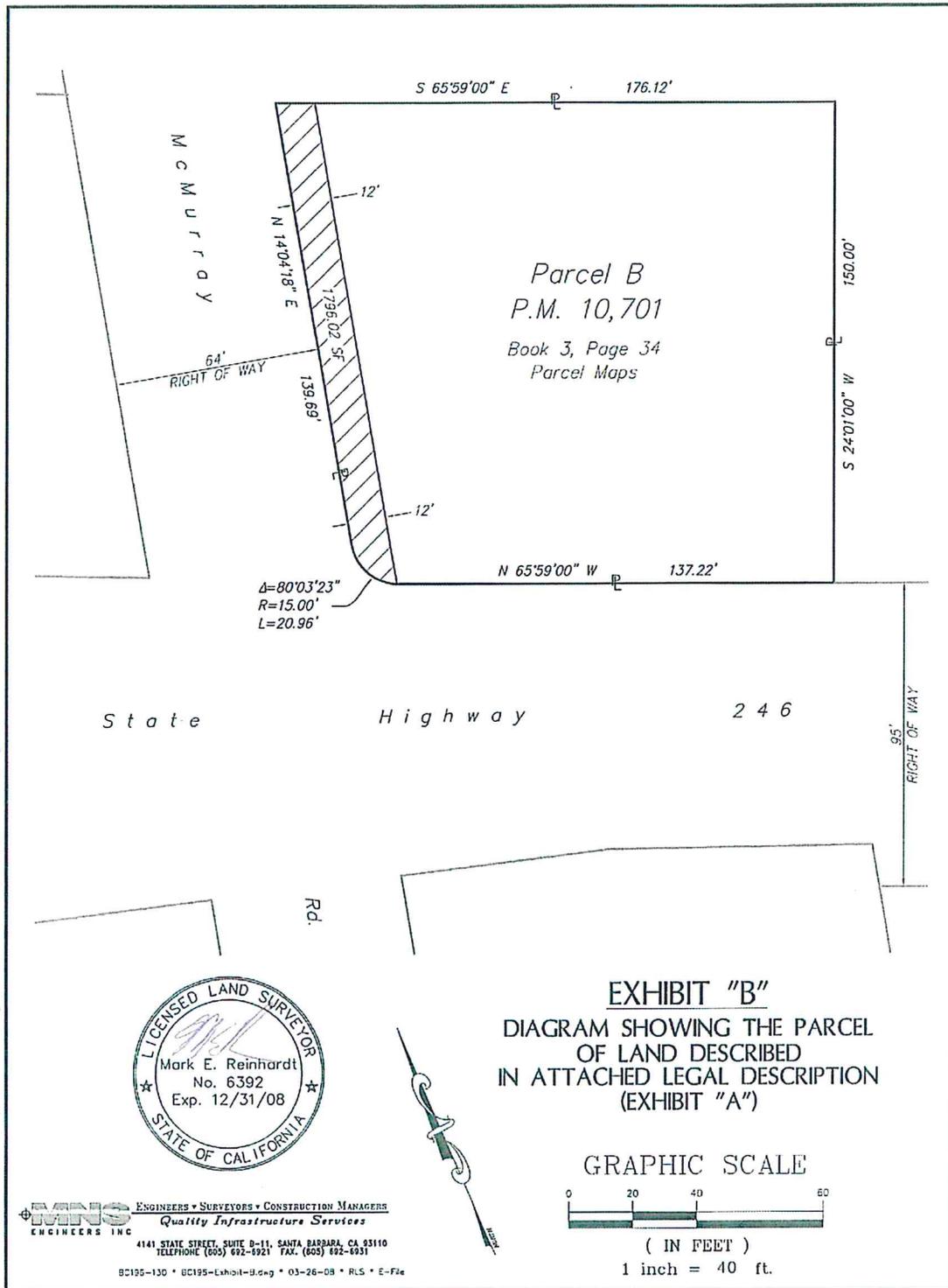
Said portion of land is described as follows:

The westerly 12.00 feet of said Parcel "B". The easterly boundary of the herein described portion of land is a straight line lying 12.00 feet easterly of the westerly boundary of said Parcel "B", as measured at right angles, and terminates in the northerly and southerly boundaries of said Parcel "B".

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature:  Date: 3-26-08  
Mark E. Reinhardt, PLS





Mar 20, 2009 - 10:56am C:\Documents and Settings\jromero\My Documents\100195-Exhibit-B.dwg



**MAINS ENGINEERS INC**  
 ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS  
 Quality Infrastructure Services  
 4141 STATE STREET, SUITE B-11, SANTA BARBARA, CA 93110  
 TELEPHONE (805) 692-6921 FAX: (805) 692-6931  
 BC195-130 • UC195-Exhibit-B.dwg • 03-26-08 • RLS • E-File

P.N. BC195

# Exhibit 2

Exhibit "A"  
Legal Description for Temporary Construction Easement  
APN 137-200-063

A portion of land in the City of Buellton, County of Santa Barbara, State of California, being a portion of Parcel "B" of Parcel Map 10,701 according to the map recorded in Book 3, Page 34 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the northwest corner of said Parcel B; thence along the northerly boundary of said Parcel B, S 65°59'00" E, 12.18 feet to the point of beginning; thence,

1st continuing along the northerly boundary of said Parcel B, S65°59'00"E 163.94 feet to the northeast corner of said Parcel; thence,

2nd along the easterly boundary of said Parcel B S24°01'00"W 35.00 feet to a line parallel with and 35 feet southerly, right angle measurement, of the northerly boundary of said Parcel B; thence,

3rd leaving said easterly boundary N65°59'00"W 142.57 feet along said parallel line to a line parallel with and 27.00 feet easterly, right angle measurement, of the westerly boundary said Parcel B; thence,

4th S14°04'18"W 110.66 feet along the last-mentioned parallel line to a line parallel with and 6.00 feet northerly, right angle measurement, of the southerly boundary of said Parcel B; thence,

5th S65°59'00"E 31.62 feet along the last-mentioned parallel line; thence,

6th S24°01'00"W 6.00 feet to a point on the southerly boundary of said Parcel B; thence,

7th N65°59'00"W 45.38 feet along said southerly boundary to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence,

8th westerly along said curve 0.42 feet through a central angle of 01°35'31" to a line parallel with and 12.00 feet easterly, right angle measurement, of the westerly boundary of said Parcel B; thence,

9th N14°04'18"E 152.28 feet along the last-mentioned parallel line to the point of beginning.

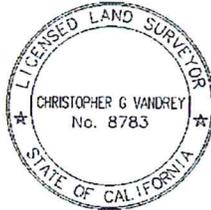
Containing approximately 7,568 square feet and is shown on the attached Exhibit "B"

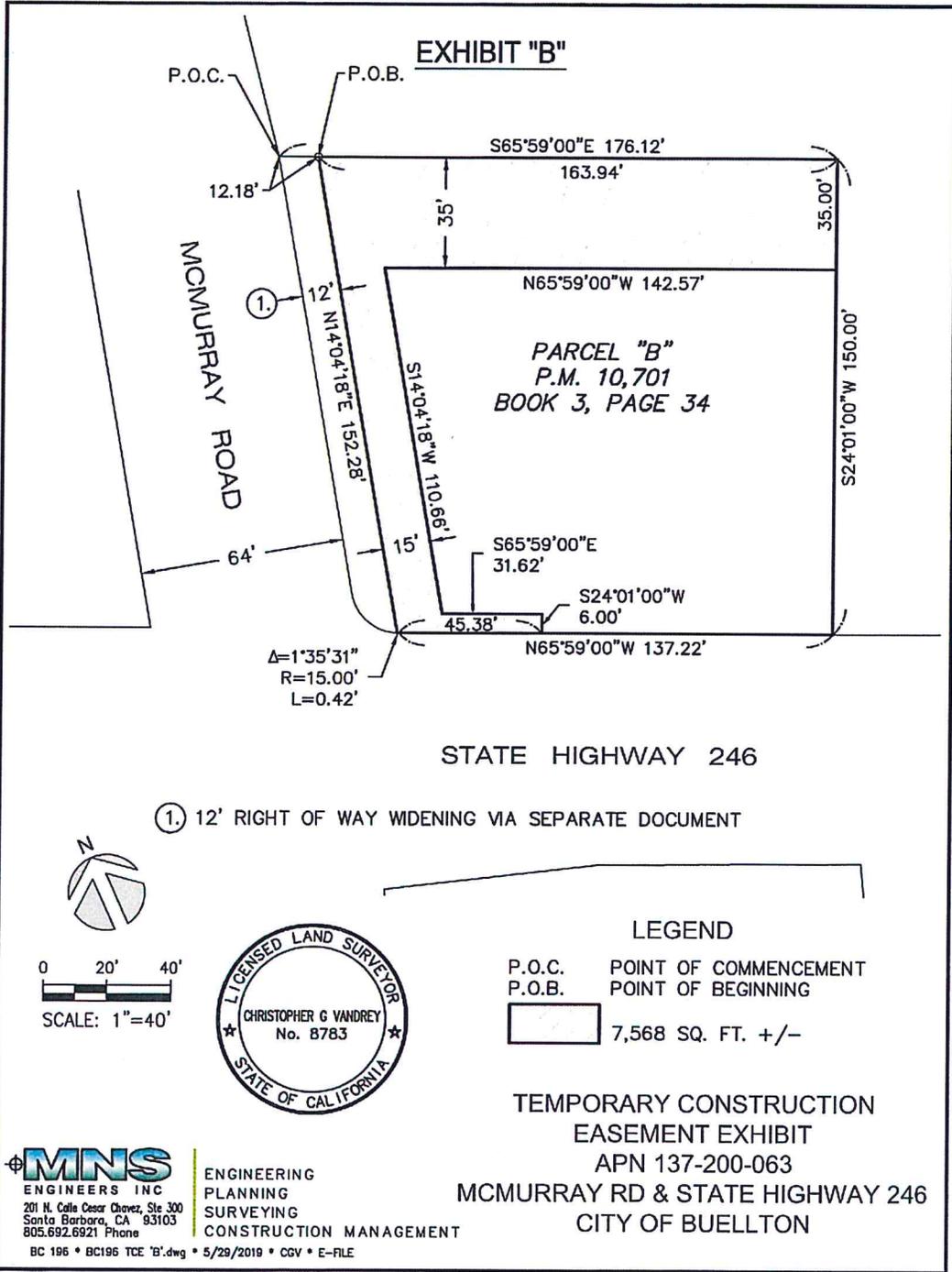
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.



Handwritten signature of Christopher G Vandrey in cursive, positioned above a horizontal line.

Christopher G Vandrey, PLS-CFedS  
Date: 05-29-2019





**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: Andrea Keefer, Planning Director

Meeting Date: October 8, 2020

Subject: Consideration of a New Contract with Metro Ventures Ltd. for Irma L. Tucker to Provide Professional Planning Services

---

**BACKGROUND**

The contract for Irma L. Tucker of Metro Ventures, for professional planning services, expires on October 24, 2020. Ms. Tucker has assisted the Planning Department by taking on major special projects and work that is subject to reimbursement by major developers, to reduce the overall Department workload.

Ms. Tucker has worked at total of 934.5 hours from October 24, 2019 through August 31, 2020. This is approximately 90% of the total allowable under the Metro Ventures contract for the year. 83.5 of those 934.5 hours have been billed to private projects for reimbursement. Therefore, the total charged to the City during this ten month period is \$75,695, including \$6,764 of that amount billed to private projects. This is consistent with the scope of the Metro Ventures contract being major special projects and reimbursable work. It is anticipated that Ms. Tucker will expend the total amount of the current contract, however, will not exceed the contract amount.

The services provided by Ms. Tucker through Metro Ventures continue to fill the staffing gap for the City which is expected to continue for the remainder of the fiscal year. The Planning Department is currently undertaking or gearing up to begin several long-range planning efforts, as well as processing several large private development projects in the City. Staff anticipates there will be a need for the services provided by Ms. Tucker through at least the end of Fiscal Year 20/21. A portion of the contract amount has been included in the budget for Fiscal Year 20/21. The remaining contract amount will likely be covered, in part, by reimbursement from private development projects. There are also several grant opportunities currently available that are anticipated to cover a portion of the contract amount. However, because the total amount of reimbursable work is not known at this time, a budget amendment will be required to cover the remaining contract amount.

While the Planning Department has been working toward transitioning its workload to the staff planners, the extended absence of the Planning Director earlier this year, coupled with the disruptions associated with the COVID-19 pandemic, have resulted in delays to major projects. Ms. Tucker is currently serving as project manager for several large private development projects within the Avenue of Flags Specific Plan, and is also the lead on the Land Use and Circulation Element (LUCE) Update. The LUCE Update is expected to be completed by fall 2021, which may require additional services from Ms. Tucker into Fiscal Year 21/22. The City will also need to begin several other large long-range planning efforts over the next year, including the Housing Element Update and a Comprehensive Zoning Code Update. Ms. Tucker's extensive experience and familiarity with Planning Department operations and functions will be an invaluable resource through the end of Fiscal Year 20/21 and perhaps, but not necessarily, beyond.

An overview of the Planning Department workload is included as Attachment 1. While this is not a comprehensive list of all of the tasks and duties of the Department, it is meant to provide the Council with a general idea of the breakdown of the workload as among City Staff and Ms. Tucker in her role as a consultant. Council will note that much of the workload is being transitioned to current City Staff. However, there are several projects that are ongoing that are anticipated to be completed or nearing completion at the conclusion of Fiscal Year 20/21. Ms. Tucker's contract services will be essential through the duration of the contract to ensure the timely completion of several ongoing projects.

As shown in Attachment 1, if the contract is approved, Ms. Tucker will be tasked primarily with working on the following special projects that are not within the capabilities of the Planning Department or which require a time commitment that would eliminate the Department's ability to take on its normal work. The types of projects she will be working on are consistent with her prior contracts.

- Implementation of the Avenue of Flags Specific Plan.
- Serve as Project Manager on several private development projects currently in process within the Avenue of Flags Specific Plan; Creekside Village Project, 518 Avenue of Flags Mixed Use Project, Arco Gas Station and Hartman Highway 246 Project.
- Oversee the Land Use and Circulation Element Update currently underway.
- Provide consultant-level background research and preparation for the commencement of the required comprehensive Housing Element Update expected to begin end of 2021.
- Provide consultant-level background research for a Comprehensive Zoning Code Update.
- Monitoring and seeking out grant opportunities for the City, including but not limited to grants for the Santa Ynez Valley River Trail.

The current one-year contract with Metro Ventures allows for Ms. Tucker to provide 1040 hours (20 hours per week average) of work at \$81 an hour for a not-to-exceed total of \$84,240. This independent consultant position does not include any benefits, which are provided to Ms. Tucker through her employer or otherwise. Metro Ventures is a private company that employs Ms. Tucker and regularly makes her available to cities and other entities needing planning expertise. Under the existing contract, Ms. Tucker is given assignments of major projects with key due dates, and she then works out the best schedule for the completion of her tasks. In addition, she is required to check in at City Hall at least twice a month but otherwise determines whether she will work at City Hall or at her home office, depending on the work to be done and her overall schedule.

Given the current and anticipated workload through the end of Fiscal Year 20/21, staff feels that a new contract for an average of 20 hours per week and 710 total hours is appropriate and likely necessary to complete the anticipated workload over the term of the contract. Note that this would be the same number of hours per week as the current contract with Metro Ventures, but the overall number of hours would be reduced given that the contract would be for approximately 9 months (October 24, 2020 through June 30, 2021) as opposed to one year (October 2020 through October 2021). Under the new contract, Ms. Tucker would be required to check in by phone once per month with the Planning Director (or City Manager in the Planning Director's absence).

Staff recommends that as part of the proposed contract, there be a provision that the contract must be reviewed by the City Manager and Planning Director every 90 days. During this review, the workload in the Planning Department will be assessed. If, as a result of the review, Staff finds that the workload warrants a reduction or elimination in the contracted hours with Metro Ventures, the City Manager will take appropriate action.

In the past, the original contract from May 8, 2014 has been extended every six months or one year, depending on the action of the Council for each contract extension. However, due to recent changes in state law, an entirely new contract was required for the current contract term. The end of fiscal year is the initial target date for completion of most, if not all, work to be assigned to Ms. Tucker. Therefore, Staff is proposing that the City enter in to a new contract with Metro Ventures Ltd. for the period of October 24, 2020 through June 30, 2021 for professional planning services (Attachment 2 – Draft Contract). The current hourly rate of \$81 would be paid to Ms. Tucker and a maximum of 710 hours to be worked during the contract period.

### **FISCAL IMPACT**

An amount of \$28,350 is included in the budget for Fiscal Year 20/21 for Contract Services with Metro Ventures. The new contract would be for a total of \$57,510. It is anticipated that a portion of her contract will be covered by private development reimbursement and several grant opportunities that are currently available. While efforts will be made to cover as much of the contract's costs with private development reimbursement and grant funding, the amount of future reimbursable work is not known at this time. Therefore, the maximum fiscal impact to the City beyond what is currently budgeted would be \$29,160.

**RECOMMENDATION**

That the City Council authorize the City Manager to enter into a new contract for Contract Planning Services with Metro Ventures Ltd. through the end of Fiscal Year 2020/21 ending on June 30, 2021 with a rate of \$81 per hour for a maximum of 710 hours.

**ATTACHMENTS**

Attachment 1 – Overview of Planning Department Workload  
Attachment 2 – Draft Contract

# ATTACHMENT 1

	Project Title	Project Timeline	Notes	Staff Member(s)
<b>CURRENT PLANNING (private dev't)</b>	Smartlink/AT&T Wireless Comm Fac.			<i>Cara</i>
	Creekside Village			<i>Irma</i>
	Arco/AMPM Gas Station			<i>Irma</i>
	Village Senior Apartments			<i>Cara</i>
	Cottage Urgent Care			<i>Andrea</i>
	Central Homes			<i>Andrea</i>
	Waypoint (Live Oak Lanes)			<i>Cara/Andrea</i>
	Fig Mountain Brew Expansion			<i>Andrea</i>
	Crossroads Commercial Center			<i>Andrea</i>
<b>LONG RANGE PLANNING</b>	LUCE Update	<i>6/2020 - 10/2021</i>	<i>Irma = Primary</i>	<i>All Staff</i>
	Comm'ty Design Guidelines Update			<i>Irma/Andrea</i>
	AOFSP Implementation			<i>Irma</i>
<b>ADMINISTRATIVE</b>	Monthly Project Updates (Council)	<i>Ongoing</i>		<i>All Staff</i>
	Month Project Updates (website)	<i>Ongoing</i>		<i>Cara</i>
	Project Status Meetings	<i>Ongoing</i>		<i>Irma/Clare</i>
	Green Team Coordination	<i>Ongoing</i>	<i>Clare=Primary</i>	<i>All Staff</i>
	Community Clean Up Events	<i>October?</i>	<i>Green Team?</i>	<i>All Staff</i>
	Buellton Buzz	<i>Ongoing</i>		<i>Clare</i>
	Packet Preparation	<i>Ongoing</i>		<i>Clare</i>
	Social Media Posts	<i>Ongoing</i>		<i>Cara</i>
	REAP Grant Application	<i>Oct-20</i>	<i>CC approval Req</i>	<i>Cara</i>
Arts & Culture Committee Attendance			<i>Cara</i>	
<b>ZONING CODE UPDATES (currently in process)</b>	Animal Keeping			<i>Andrea/Cara</i>
	Accessory Structures in CR Zone			<i>Andrea/Cara</i>
<b>Pending Current Projects</b>	Commons at Zaca Creek			<i>Irma</i>
	CA Tacos CUP			<i>Andrea/Cara</i>
<b>Upcoming Long Range Projects</b>	Housing Element Update	<i>11/2021 - 02/2023</i>		<i>All Staff</i>
	Comprehensive Zoning Code Update			<i>Irma/Andrea</i>

**AGREEMENT FOR PLANNING PROJECT SERVICES  
BETWEEN  
CITY OF BUELLTON  
AND  
METRO VENTURES LTD.**

This AGREEMENT FOR PLANNING PROJECT SERVICES BETWEEN THE CITY OF BUELLTON and METRO VENTURES LTD. ("AGREEMENT"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and among the CITY OF BUELLTON a municipal corporation ("CITY") and METRO VENTURES LTD., a California business entity ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period commencing October 24, 2020 and continuing through June 30, 2021. Such term may be extended upon written agreement of both parties to this AGREEMENT.

Notwithstanding the foregoing, the City Manager and Planning Director shall have the responsibility to review CONSULTANT's workload and performance on the first business day of January 2021 and the first business day of April 2021 and may reduce the SCOPE OF SERVICES or may terminate the AGREEMENT pursuant to Section 19 if it is found that the SCOPE OF SERVICES can be carried out by CITY staff without CONSULTANT's assistance.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT,

(b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail

charges for labor only (by sub-category). CITY may provide office space and supplies, which CONSULTANT may choose to use. Time spent on travel and mileage to and from home are not included as part of this AGREEMENT, however the CONSULTANT shall be compensated for travel time and mileage incurred using a private vehicle while performing services under this AGREEMENT as authorized by the City Manager. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

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

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

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may not be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

## **SECTION 7. CONSULTANTS BOOKS AND RECORDS.**

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANTs performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and

all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

#### **SECTION 8. STATUS OF CONSULTANT.**

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

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANTs officers, employees or agents, except as specifically set forth in this AGREEMENT. Neither CONSULTANT nor any of CONSULTANT's officers, employees or agents shall at any time or in any manner represent that they, or any of them, are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT nor CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY's employees. To the fullest extent permitted by any applicable law(s), CONSULTANT expressly waives any claim(s) CONSULTANT or CONSULTANT's officers, employees or agents may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

## **SECTION 11. NONDISCRIMINATION.**

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

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

(2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-129961), except where such discrimination is based on a bona fide occupational qualification.

(3) CONSULTANT will comply with all applicable training requirements under state and federal harassment prevention laws for its officers, employees or agents and otherwise take reasonable steps to prevent harassment of CITY employees by CONSULTANT's officers, employees and agents on the basis of their actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

## **SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should

CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

### **SECTION 13. CONFLICTS OF INTEREST.**

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

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

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

### **SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent

CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT, However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **SECTION 15. INDEMNIFICATION.**

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

#### **SECTION 16. INSURANCE.**

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

#### **SECTION 17. ASSIGNMENT.**

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

#### **SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANTs staff assigned to perform the services required under this

AGREEMENT. CONSULTANT agrees that the staff currently assigned to perform the services required under this AGREEMENT is Irma Tucker and that CONSULTANT shall notify CITY of any changes in CONSULTANTs staff assigned to the CITY prior to any such changes taking place.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

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

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

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

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

#### **SECTION 20. DEFAULT.**

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

#### **SECTION 21. EXCUSABLE DELAYS.**

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

#### **SECTION 22. COOPERATION BY CITY.**

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

#### **SECTION 23. NOTICES.**

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

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

To: Metro Ventures, Ltd.  
Attn: Irma L. Tucker  
2430 Leaflock Avenue  
Westlake Village, CA 93161  
E-mail: irma@metroventures.net

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

#### **SECTION 24. AUTHORITY TO EXECUTE.**

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

#### **SECTION 25. BINDING EFFECT.**

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

#### **SECTION 26. MODIFICATION OF AGREEMENT.**

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

#### **SECTION 27. WAIVER.**

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

**SECTION 28. LAW TO GOVERN; VENUE.**

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

**SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

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

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

METRO VENTURES LTD.

By: \_\_\_\_\_  
Irma L. Tucker

Title: President

CITY OF BUELLTON

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott Wolfe

\_\_\_\_\_  
Greg M. Murphy, City Attorney

Title: City Manager

## EXHIBIT "A"

### SCOPE OF SERVICES

The CONSULTANT shall perform contract planning services projects as directed by the City Manager of the City of Buellton, including major special projects and reimbursable work as listed below.

- Serve as project manager on development projects within the Avenue of Flags Specific plan.
- Serve as project manager for large or complex development projects that may arise.
- Oversee the preparation of the Land Use and Circulation Element Update, to include the oversight of the requisite environmental documentation preparation.
- Oversee the preparation of the Housing Element Update and related implementation documents, to include the oversight of the requisite environmental documentation preparation.
- Oversee the preparation of the Comprehensive Zoning Code Update, to include the oversight of the requisite environmental documentation preparation .
- Research and prepare grant applications.

Similar work may be performed if the City Manager deems it necessary and directs that it be done, but must be accomplished within this AGREEMENT's hours limitation. CONSULTANT's billing rate shall be \$81/hour. The AGREEMENT is limited to 710 hours for a not-to-exceed cost of \$57,510 unless the term of the AGREEMENT is extended in writing pursuant to Section 1.

The work schedule shall be mutually agreed upon by the CITY and CONSULTANT, subject to project deadlines and ensuring reasonable availability of CONSULTANT during business hours. CONSULTANT shall check in with the Planning Director (or City Manager in the Planning Director's absence) by phone once per month. CONSULTANT can otherwise set its own work hours and location; if CONSULTANT desires to work at a City location and space is available, CITY will offer such space to CONSULTANT at no cost.

## EXHIBIT "B"

### INSURANCE

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

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

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

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

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

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

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

2. General Liability Accident -- Mobile Liability Rates.

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

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

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

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

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

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

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

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

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

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

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: October 8, 2020

Subject: Resolution No. 20-27 – “A Resolution of the City Council of the City of Buellton, California, Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues”

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**BACKGROUND**

In response to a request by the group known as California Cities for Local Control, on September 24, 2020, the City Council directed staff to return with a resolution expressing the City of Buellton’s support of actions to strengthen local control, particularly as related to zoning and housing issues.

The request which resulted in this direction is the result of growing frustration on the part of municipalities across California, which are faced with increasing interference, pre-emption, and obstruction of local governments’ authority. While this interference has occurred across many issues in recent years, the most offensive and potentially destructive mandates issued by the state have addressed matters such as zoning and housing. By taking a “one size fits all” approach, the State ignores various local factors, such as geography, economics, transportation and circulation patterns, environmental constraints, and others, which collectively inform the decisions of local governments. The results of this interference are anticipated to be detrimental to the character of the City and particularly its residential neighborhoods.

The accompanying resolution reflects disapproval to such state legislative interference with local governments’ fundamental power to control local land use, and, if adopted, will put the City on record as opposing such action on the part of the State.

**FISCAL IMPACT**

There is no anticipated impact to City revenues or expenditures as a result of the approval of this resolution.

**RECOMMENDATION**

That the City Council consider adoption of Resolution No. 20-27 – “A Resolution of the City Council of the City of Buellton, California, Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues”

**ATTACHMENTS**

Resolution No. 20-27

**RESOLUTION NO. 20-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES**

**WHEREAS**, the legislature of the State of California each year proposes, passes, and has signed into law a number of bills addressing a range of housing issues; and

**WHEREAS**, the legislature of the State of California does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the legislatively-desired change to the State of California's housing issues; and

**WHEREAS**, the majority of these bills usurp the authority of local jurisdictions to determine the land use policies and practices that best suit each city and its residents and instead impose mandates that do not take into account the needs and differences of jurisdictions throughout the State of California; and

**WHEREAS**, the ability of local jurisdictions to determine for themselves which projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having statewide mandates imposed upon cities without regard to the circumstances of each individual city; and what zoning should be allowed for residential properties is a matter of great import to the City of Buellton among other items related to local zoning and housing issues; and

**WHEREAS**, the City Council of the City of Buellton feels strongly that our local government is best able to assess the needs of our community and objects to the proliferation of State legislation that deprives us of that ability.

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

**SECTION 1.** The City of Buellton is opposed to the current practice of the legislature of the State of California characterized by the continuous proposing and adoption of multitudes of bills that directly impact and interfere with the ability of cities to control their own destiny through use of the zoning authority that is one of the fundamental powers of local jurisdictions.

**SECTION 2.** The City of Buellton will explore various ways to protect the ability of cities to retain local control over zoning as each individual city within the State of California is best suited to determine how the zoning in their city should be allocated in order to meet the housing needs of the community.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of October, 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.: 8

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: October 8, 2020

Subject: Approval of Use of 202 Dairyland Road (“Willemssen Property”) for City-Sponsored Recreational Event

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**BACKGROUND**

In May of 2020, the City closed escrow on the “Willemssen Property,” located at 202 Dairyland Road. The City is currently seeking public input on the future use of the property. Staff is compiling community input and will bring this to the City Council for consideration sometime in early 2021.

Early suggestions by Councilmembers regarding one-off events that may be held on the site have prompted discussions with the Central Coast Film Society, which the City Council has supported in the past as a local arts and culture organization. A suggestion has been made to hold a single event on the property later this year. As the City’s typical summertime Movies in the Park series was cancelled due to Public Health restrictions in response to the COVID-19 pandemic, the current suggestion is to use the property for an outdoor film screening event, which can be carried out with existing social distancing requirements, in a format similar to a drive-in movie. The event can be carried out without the use of public address systems that would introduce amplified sound into the adjacent neighborhood, as sound would be transmitted to viewers in their vehicles through FM radio transmission.

Staff is investigating the conduct of such an event, possibly as early as November 6, which would be planned to avoid vehicular traffic or parking on Dairyland Drive and the surrounding neighborhood. However, City Council authorization is required before additional planning for such an event can take place.

It is anticipated that the bulk of the costs of this event would be covered by sponsorships and donations, with the possible exception of costs associated with the clearance of brush on the lower portion of the site, which would be needed at some point in any case. Staff will investigate ticketing options which will allow for the contact-free purchase of tickets, while obtaining liability waivers from attendees at the time of ticket purchase.

**FISCAL IMPACT**

There is no anticipated impact to City revenues or expenditures as a result of the authorization to use the property. Any unbudgeted expenditures will return to the City Council for approval at a later date.

**RECOMMENDATION**

Staff recommends that the City Council authorize the use of the Willemsen Property at 202 Dairyland Road for a special film event to be sponsored by the City.