



CITY OF BUELLTON

PARKS AND RECREATION COMMISSION AGENDA

Regular Meeting of April 27, 2015 – 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 Commission Secretary and are available for public inspection

CALL TO ORDER

Commission Chair Kelley Carter

PLEDGE OF ALLEGIANCE

Commissioner Richard Crutchfield

ROLL CALL

Commissioners Larry Bishop, Mark Cavanaugh, Richard Crutchfield, Vice Chair Henry Shatavsky and Chair Kelley Carter,
Youth Representatives Abigail Doremus, Nick Seaman and Desmond Valle

REORDERING OF AGENDA

PUBLIC COMMENTS

Speaker Slip to be completed and turned in to the Commission Secretary prior to commencement of meeting. Limited to matters not otherwise appearing on the agenda. Limited to three (3) minutes per speaker. No action will be taken at this meeting.

CONSENT CALENDAR

The following items are scheduled for consideration as a group. Any Commissioner, or the Recreation Coordinator may request that an item be withdrawn from the Consent Agenda to allow for full discussion.

- 1. Minutes of the regular Parks and Recreation Commission meeting of February 23, 2015**

PRESENTATIONS

None

OTHER BUSINESS

None

PUBLIC HEARINGS

None

WRITTEN COMMUNICATIONS

Written communications are included in the agenda packets. Any Commissioner, or the Recreation Coordinator may request that a written communication be read into the record.

COMMITTEE REPORTS

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

- Joint Use Committee
- Botanic Garden Committee
- Visioning Committee
- Sustainability Committee
- Youth Representatives

PARKS AND RECREATION COORDINATOR ITEMS

2. Review of Bocce Club Agreement
3. Commissioner Led Projects

RECREATION COORDINATOR'S REPORT

COMMISSION MEMBER COMMENTS

ADJOURNMENT

The next meeting of the Parks and Recreation Commission will be held on Monday, May 25, 2015 at 6:00pm.

CITY OF BUELLTON

PARKS AND RECREATION COMMISSION MEETING MINUTES Regular Meeting of February 23, 2015– 6:00 p.m.

CALL TO ORDER

Chair Carter called the meeting to order at 6:01 p.m.

PLEDGE OF ALLEGIANCE

Commissioner Bishop led the Pledge of Allegiance

ROLL CALL

Present:	Commissioners Larry Bishop, Mark Cavanaugh, Richard Crutchfield, and Chair Kelley Carter, Youth Representative Desmond Valle
Absent	Vice Chair Henry Shatavsky, Youth Representatives Abigail Doremus and Nick Seaman
Ex Officios:	Recreation Coordinator Kyle Abello Staff Assistant/Planning Technician Clare Barcelona

REORDERING OF AGENDA

None

PUBLIC COMMENTS

None

CONSENT CALENDAR

1. **Minutes of the regular Parks and Recreation Commission meeting of January 26, 2015**

MOTION:

Chair Carter moved and Commissioner Crutchfield seconded the motion to approve the Consent Calendar.

VOTE:

Motion passed by a 4-0 voice vote.

PRESENTATIONS

None

PUBLIC HEARINGS

None

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Joint Use Committee:

Recreation Coordinator Abello announced that he attended the Joint-Use Committee meeting and provided an oral report for the record.

Botanic Garden Committee:

Commissioner Bishop updated the Commission on upcoming activities at the Botanic Garden including the proposed education center, mulch madness and the Earth Day celebration.

Visioning Committee:

No report.

Youth Representatives:

Desmond Valle updated the Commission on current activities at Jonata School and local Boy Scout projects.

PARKS AND RECREATION COORDINATOR ITEMS

2. Bocce Club Proposal

Mike Hendrick, Marriott Hotel General Manager and Santa Ynez Valley Bocce Club Commissioner presented the Commission with a history of the Bocce Ball league in the Santa Ynez Valley and stressed the need for public Bocce Ball courts. He proposed removing the horse shoe pits at River View Park and replacing them with Bocce Ball courts.

The Commission directed Staff to prepare a Draft Agreement between the City of Buellton and Santa Ynez Valley Bocce Club for review and discussion at a future Parks and Recreation Commission Meeting.

3. Discussion Regarding Vision Plan Status and Parks & Recreation Commission Tasks

Recreation Commission Abello stated that the Council has already given direction to the Parks and Recreation Commission on the subject of the Vision Plan items and that it is at the discretion of the Commission to decide when and if they wish to discuss any Vision Plan items.

RECREATION COORDINATOR'S REPORT

Recreation Coordinator Abello mentioned several meetings and upcoming events for the Commission's information and stated that the March Parks and Recreation Commission meeting may be cancelled.

COMMISSION MEMBER COMMENTS

Commissioner Bishop commented on special events at River View Park and feels that the park should not be closed for special events.

Commissioner Cavanaugh updated the Commission on the landscape issue near the Golf Course in Rancho de Maria.

ADJOURNMENT

The meeting was adjourned at 7:50 p.m. to the regular meeting of the Parks and Recreation Commission to be held Monday, March 23, 2015 at 6:00 p.m. in the City Council Chambers at 140 West Highway 246, Buellton.

Kelley Carter
Parks and Recreation Commission Chair

ATTEST:

Clare Barcelona
Parks and Recreation Commission Secretary

An audio CD of this meeting is available upon request

CITY OF BUELLTON
Parks and Recreation Commission Agenda Staff Report

Recreation Coordinator Review: KA
Commission Agenda Item No.: 2

To: The Parks and Recreation Commission
From: Kyle Abello, Recreation Coordinator
Date: Commission Meeting of April 27, 2015
Subject: Review of Bocce Club Agreement

BACKGROUND

At its regular meeting of February 23, 2015, the Commission received a proposal from the Santa Ynez Valley Bocce Club in regards to the construction of bocce courts at River View Park. The Commission directed staff to work with the Bocce Club to draft an Agreement to bring back to the Commission for review. The draft Bocce Club Agreement is included as Attachment 1.

Staff recommends that the Commission review the draft Agreement, make any suggestions for revisions, and consider recommending approval of the Bocce Club Agreement to the City Council.

FISCAL IMPACT

This item, in itself, will have no fiscal impact.

RECOMMENDATION

That the Commission review the draft Bocce Club Agreement, make any suggestions for revisions, and consider recommending approval to the City Council.

ATTACHMENTS

Attachment 1—Bocce Club Agreement

AGREEMENT

Santa Ynez Valley Bocce Foundation, Inc.
and
City of Buellton

**A Private/Public Partnership for the Development of (4) Bocce Courts at River
View Park**

This AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 2015, by and between the CITY OF BUELLTON, a California municipal corporation ("City"), and Santa Ynez Valley Bocce Foundation Inc., a non-profit corporation duly organized and operated under the laws of the State of California ("Foundation").

I. RECITALS

A. The City owns River View Park ("Park"), generally located at 151 Sycamore Drive in the City of Buellton, California.

B. SYV Bocce Foundation is organized by citizens with an interest in developing, operating, and maintaining (4) Bocce Courts described in Exhibit "A" attached hereto and incorporated herein by this reference. The proposed (4) Bocce Courts are located in that area of the Park described in Exhibit "B" attached hereto and incorporated herein by this reference. Foundation and the City contemplate that the Foundation would bear the basic responsibility and cost for the infrastructure and preparation of the Bocce Court site, described in Exhibit "C" attached hereto and incorporated herein by this reference, and that Foundation would provide limited funds or in-kind contributions for the development and maintenance of the (4) Bocce Courts.

C. Foundation and the City recognize that the general purpose of the (4) Bocce Courts, as more specifically set forth below, is to enhance public benefit, use, and the utilization of the Park.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the City and Foundation agree as follows:

A. Purpose of Agreement

The purpose of this Agreement is to provide the terms and conditions to enable the City and Foundation to work together to provide (4) Bocce Courts to be located in the Park as shown in Exhibit "B."

It is the further purpose of this Agreement to set forth the responsibilities of the parties as to the financing, construction, maintenance and use of the (4) Bocce Courts.

1. CITY RESPONSIBILITIES

- A. The City shall provide a site within the Park for the (4) Bocce Courts of approximately 2,400 square feet in total as located and set forth in Exhibit "B". The Foundation shall pay for the development of the site as reasonably necessary to fulfill the purposes of this Agreement.
- B. The City's Recreation Coordinator will serve as the City liaison to the Foundation.
- C. The City will provide water and electricity to the site at no cost to Foundation.

2. FOUNDATION RESPONSIBILITIES

- A. The Foundation shall prepare and build (4) Bocce Courts each one approximately 10' by 60' in size site (approximately 2,400 square feet) by performing requisite grading, installing the lighting system, and wood borders, the costs of which are shown in Exhibit "C."
- B. Foundation shall submit written plans for the development, maintenance, and use of the Bocce Courts to the City for approval.
- C. Foundation shall have the following responsibilities under this agreement:

1. General Maintenance

(a) Foundation will be responsible for the maintenance of the courts each year during the time period of April through October. Such maintenance may include leveling and compaction of the court surface, minor repairs to wood borders, or any other actions necessary to keep the courts in playable condition.

(b) Foundation will report incidences of graffiti and vandalism to the Public Works Department of the City within 24 hours.

2. Repairs and Financial Responsibility

Foundation will be responsible for all maintenance and repair of minor damage to improvements installed by Foundation. Major site damage will be discussed with the Public Works Director prior to any repair.

3. Operation of the Bocce Courts

(a) The Bocce Courts maintained by Foundation shall be open to the public. Hours of operation of the Bocce Courts shall be the same as the general City park hours with the exception of the attached schedule shown as exhibit C. Any change in hours shall require the consent of the City.

(b) Special events may be held at Bocce Courts subject to the approval of the Foundation and the City who may impose permit requirements with reasonable conditions for the conduct of any such event.

(c) Foundation may construct such improvements as walkways, benches, and planters on the property at its own expense with the prior approval of the City Manager or his or her designee. Said improvements shall be considered the property of Foundation during the term of this Agreement and Foundation shall be responsible for maintenance and repair of said improvements. Removal of the improvements shall be the responsibility of the PAWS.

(d) On termination of this Agreement, Foundation shall have the right to remove any improvements in a manner reasonably acceptable to the City Manager or his or her designee. Any improvements not removed by Foundation within three months time shall become the property of the City.

3. Bocce Courts

The Bocce Courts are subject to City established park use requirements and shall be available to the general public and operated under the general terms and conditions regarding the Park.

4. Term and Termination

This Agreement shall have a term of one (1) year commencing on the effective date first set forth in this Agreement. On the annual anniversary of the Agreement, the term shall be automatically renewed for additional one year term without notice to City or Foundation. The City may terminate this Agreement at any time, without cause, upon thirty (30) day's written notice to Foundation. Foundation may terminate this Agreement at any time, without cause, upon thirty (30) day's written notice to City.

5. Default

If either Party is in default in the performance of any of the terms and conditions of this Agreement, the non-defaulting Party shall cause to be served upon the defaulting Party a written notice of the default. The defaulting Party shall have thirty (30) days after service upon it of said notice to cure the default by rendering satisfactory performance. In the event that the defaulting Party fails to cure its default within such period of time, the non-defaulting Party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to

any other remedy which it may be entitled at law, in equity or under this Agreement. If such default by a Party arises out of causes generally considered to be *force majeure*, it shall not be considered a default.

6. Indemnification and Insurance

A. The City agrees to and does hereby indemnify, hold harmless and defend Foundation, its governing board, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of the City, its officers, agents or employees in the performance of this Agreement.

B. Foundation agrees to and does hereby indemnify, hold harmless and defend the City, its City Council members, its officers, agents, and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of Foundation, its officers, agents or employees in the performance of this Agreement.

7. Notices

Any notices to be given hereunder by either party shall be in writing and may be delivered personally or by mail. Mailed notices shall be sent to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of ten (10) calendar days following the date of mailing of the notice.

CITY OF BUELLTON

City of Buellton
Attn: City Manager
107 W. Highway 246
P.O. Box 1819
Buellton, CA 93427

SANTA YNEZ VALLEY
BOCCE FOUNDATION

SYV Bocce Foundation
555 McMurray Rd
Buellton, CA 93427

8. Entire Agreement

This Agreement supersedes the Original Agreement, as amended, any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants.

9. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of the Agreement has taken place, shall be filed and prosecuted in the County of Santa Barbara, California.

10. Breach of Agreement

If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. This failure of a party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

11. Binding Arbitration

The parties agree to submit any disputes arising out of this Agreement to a mutually agreeable mediator. Should this process fail to resolve the dispute, the parties agree to submit the matter to binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association.

12. Attorney Fees

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which shall be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

13. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. Successors and Assigns

A. Neither party may assign its interest in this Agreement without the express written consent of the other party.

B. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

15. Employees

A. For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of Foundation under the jurisdiction of Foundation, nor shall such City employees have any Foundation pension, civil service, or other status while an employee of the City.

B. For purposes of this Agreement, all persons employed in the performance of services and functions for Foundation shall be deemed Foundation employees and no Foundation employee shall be considered as an employee of the City under jurisdiction of the City, nor shall such Foundation employees have any City pension, civil service, or other status while an employee of Foundation.

16. Bocce Court Program Costs

Except as otherwise provided, neither party shall be responsible to the other party for the cost of its obligations under this Agreement.

17. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

IN WITNESS HEREOF, Foundation and the City have executed this Agreement effective as of the ___ day of _____, 2015.

Santa Ynez Valley Bocce
Foundation, Inc.

By: _____
Jennie Bradley, President

ATTEST:

, Secretary

CITY OF BUELLTON

Holly Sierra, Mayor

ATTEST:

Linda Reid, City Clerk

EXHIBIT A

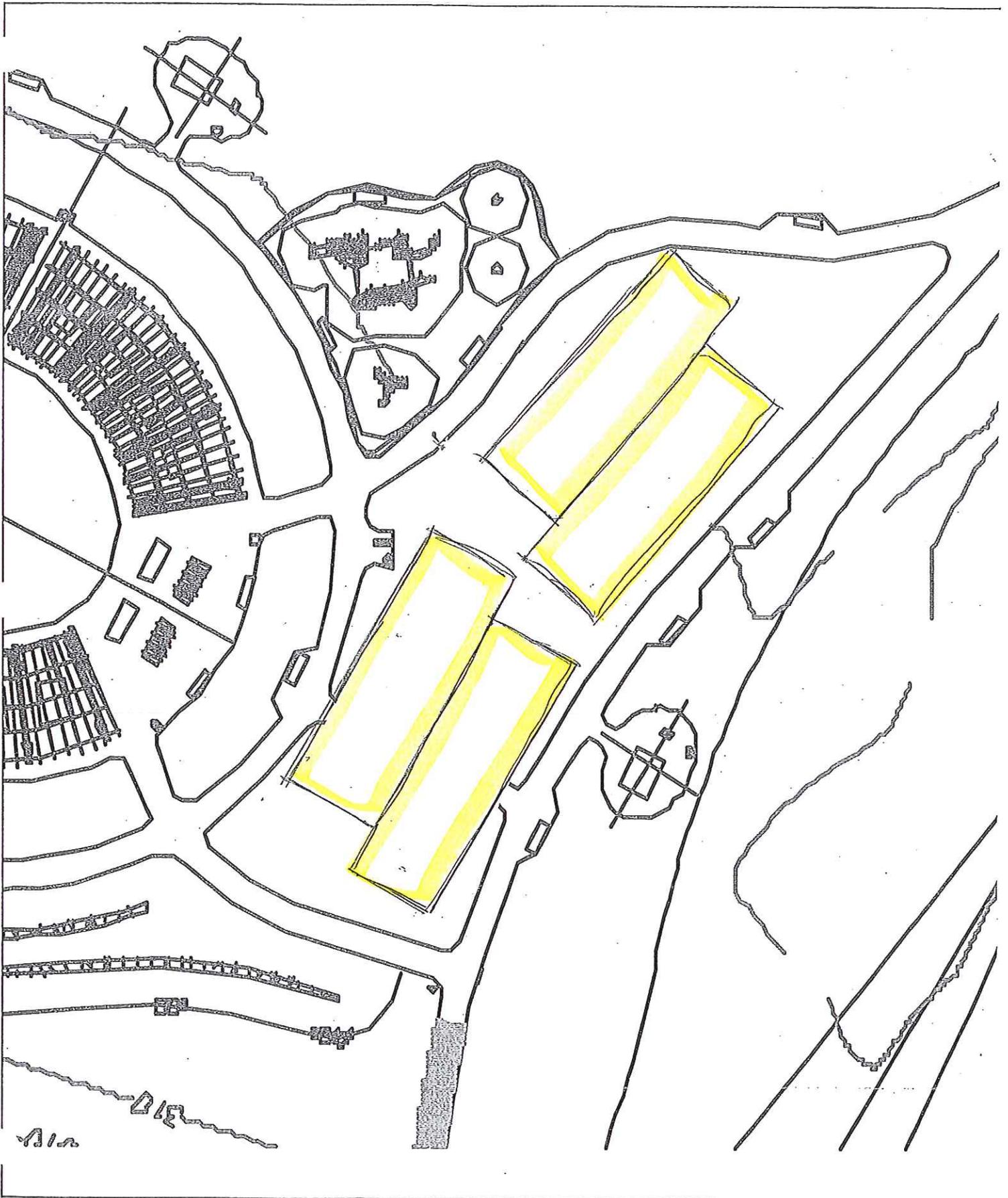


EXHIBIT B

151 Sycamore Dr, Buellton, CA 93427

Street View · Search nearby

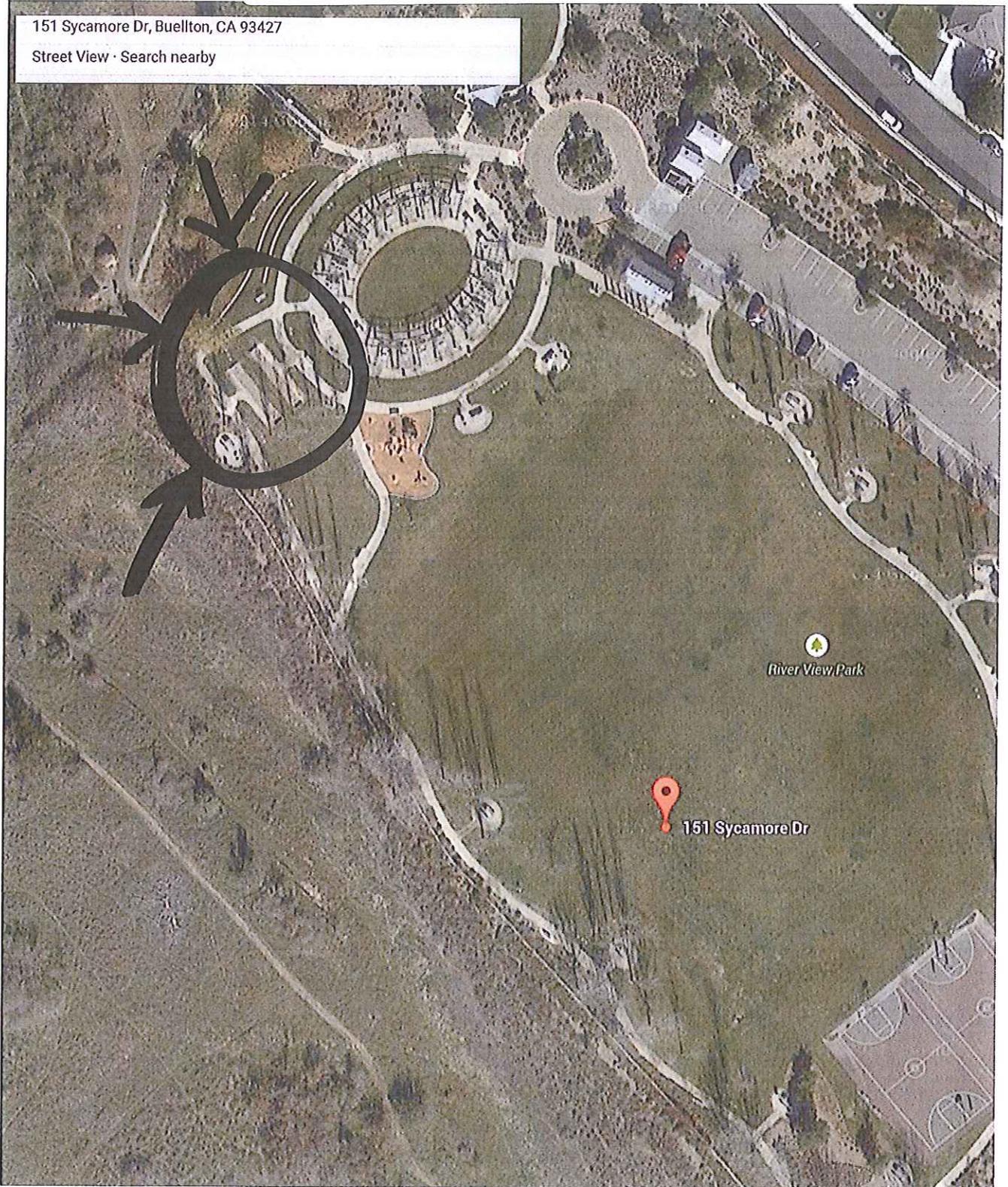


EXHIBIT C

Exhibit C to be provided by Mike Hendrick.