

Attachment A

AGREEMENT DEFERRING PAYMENT OF TRAFFIC MITIGATION FEES AND PROVIDING FOR SECURITY FOR PAYMENT

This Agreement (“Agreement”) is made on January 16, 2024 (“Effective Date”), by and between Judith Mendoza, an individual (“Mendoza”), and the City of Santa Maria, a California Municipal Corporation and Charter City (“City”) in Santa Maria, California.

WHEREAS, Mendoza leases property located at 1954 South Broadway in the City of Santa Maria, California; and

WHEREAS, the applicant has applied for a building permit with the City of Santa Maria, Building Plan Check Number B23-0552 for Just BOBA, allowing Mendoza to remodel an existing 1,348 square foot retail space and construct a High-Turnover Sit Down Restaurant in a PD/C-2 (Planned Development/General Commercial) district; and

WHEREAS, the Santa Maria Municipal Code Chapter 8-15 requires Mendoza to pay the City a traffic mitigation fee as part of the building permit process; and

WHEREAS, Section 8-15.06(g) of the Santa Maria Municipal Code allows qualifying commercial developments the ability to pay growth mitigation fees over a period of five years with City Council approval; and

WHEREAS, on January 16, 2024, at a regularly held meeting, the City Council approved Mendoza’s request to defer payment of the traffic mitigation fees contingent on Mendoza entering into an agreement with the City.

NOW, THEREFORE, IT IS AGREED:

1. Recitals. The above recitals are true and incorporated herein.
2. Traffic Mitigation Fee. Judith Mendoza owes the City traffic mitigation fees for B23-0552 in the amount of \$22,212.34.
3. Installments with Interest. Pursuant to Santa Maria Municipal Code Section 8-15.06(g), Judith Mendoza agrees to pay the total amount of its traffic mitigation fees in five equal installments, plus interest based on the average annual interest rate for the Local Agency Investment Fund, on or before the dates set forth below:

January 16th, 2024

January 16th, 2025

January 16th, 2026

January 16th, 2027

January 16th, 2028

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Payment shall be made to the City of Santa Maria and presented to the Finance Department located at 206 East Cook Street, Santa Maria, CA 93454.

4. Security. Mendoza agrees to secure its obligation to pay traffic mitigation fees as set out in this Agreement by providing to City within ten days of the Effective Date and maintaining a security bond issued by a surety certified by the U.S. Treasury Department with a rating from AM Best Company of "A" or better on forms approved by the City in the amount of \$22,212.34.

5. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the City and a representative of Acosta, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:
Brett Fulgoni
Director of Public Works
110 S. Pine Street, Suite 101
Santa Maria, CA 93458

To Mendoza:
Judith Mendoza
1954 South Broadway, Suite J
Santa Maria, CA 93454

If the designated Representative or address of either party changes during the term of this agreement, written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

6. Compliance With Laws, etc. Mendoza shall comply with all laws, including but not limited to the rules and policies of the City, in performing this Agreement.

7. Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

8. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

9. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this Agreement shall be in the County of Northern Santa Barbara, State of California.

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

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11. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

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

13. Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

Mendoza

CITY OF SANTA MARIA

By: Judith Mendoza

Brett Fulgoni
Director of Public Works

APPROVED AS TO FORM

Thomas T. Watson
City Attorney