



Last Resolution No. 16-995

Last Ordinance No. 16-318

REGULAR MEETING OF THE SOLVANG CITY COUNCIL

COUNCIL CHAMBERS

1644 OAK STREET

July 11, 2016

6:30 p.m.

Please be advised that, pursuant to State Law, any member of the public may address the Council concerning any item on the Agenda. Please be aware that Items on the Consent Calendar are considered to be routine and are normally enacted by one vote of the Council.

If you wish to speak on Items 3, 4, or 5 please do so during Public Communications.

Regular City Council meetings are broadcast live on **Channel 23** in the Santa Ynez Valley

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGERS REPORT

1. PUBLIC COMMUNICATIONS – WRITTEN OR VERBAL

At this time, please direct comments to the City Council regarding Consent Calendar Items or matters NOT on the agenda but within the jurisdiction of the Council. (Speakers are limited to five (5) minutes).

2. COUNCIL COMMENTS AND REQUESTS

Comments and requests from City Council Members. No action will be taken at this meeting.

3. CORRESPONDENCE RECEIVED BY CITY COUNCIL

4. APPROVAL OF AGENDA AS PRESENTED

5. CITY COUNCIL MINUTES OF JUNE 27, 2016

Approval of Minutes.

6. CONSENT AGENDA

- a. Approval of Warrant Register
- b. Second Reading of Proposed Amendment to Title 4, Chapter 10, Amending Regulations for Massage Establishments
 1. Accept the Exemption to the California Environmental Quality Act pursuant to CEQA Section 15061 and adopt Ordinance No. 16-_____, on second reading by title only, an ordinance of the City Council of the City of Solvang amending Title 4
- c. Memorandum of Understanding (MOU) between the cities of Solvang and Buellton in the area of Recreation
 1. Approve MOU regarding the joint efforts of providing mutual assistance in the development and operation of recreation programs between the cities of Solvang and Buellton
- d. Award Construction Agreement for the 2016/2017 Pavement Maintenance Project
 1. Award a Construction Agreement with Berry General Engineering Contractors, Inc. in the amount of \$432,425 and authorize execution of the Agreement by the Mayor; and
 2. Authorize the City Manager to execute any change orders if within the contingency amount of \$15,000.

REGULAR AGENDA

7. PROFESSIONAL SERVICES AGREEMENT - WATER/WASTEWATER RATE STUDY

- a. Approve a Professional Services Agreement with Bartle Wells Associates in the amount of \$55,165; and
- b. Authorize execution of the Agreement by the City Manager and authorize the City Manager to execute any change orders if within contingency amount of \$10,000.

8. ADDITIONAL SOLVANG LIBRARY FUNDING

Discuss and provide direction on a budget adjustment for additional funding for the Solvang library.

9. COUNCIL MEMBER REPORTS (Oral reports: Each Council Member will give oral reports on their activities in relation to the following committee or agencies. In addition, each member may report on items that will be included on the agenda for such committee or agency and seek guidance from the Council as a whole on such items, including on what position to take on behalf of the City)

- Santa Barbara County Association of Governments
- Air Pollution Control Board
- Joint Wastewater Committee
- Finance Committee
- Chumash Tribe
- Indian Gaming Benefit Committee
- California Joint Powers Insurance Authority

10. ADVANCE CALENDAR

Informational Calendar – No Action.

11. ADJOURNMENT

Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 1644 Oak Street, Solvang, during regular business hours and on the City's website www.cityofsolvang.com, in addition, any writings relating to an open session agenda item provided to a majority of the Council that is distributed within 72 hours of the meeting, after the posting of the agenda, will be identified and available separately at City Hall and may be posted to the website.

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of Administrative Services at 688-5575 or the California Relay Service. Notification 48 hours prior to the meeting would enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Lisa Martin

From: Brad Vidro
Sent: Friday, July 01, 2016 4:35 PM
To: Lisa Martin
Subject: FW: Skytt Mesa Phase 4 Mitigations
Attachments: Letter Regarding Skytt Mesa Phase 4.pdf

From: Michael Loman [<mailto:mikesyv@gmail.com>]
Sent: Monday, June 20, 2016 9:35 PM
To: Arleen Pelster
Cc: hhomburg.hh@gmail.com; mielund@verizon.net; brcelk@gmail.com; ginfanti@verizon.net; jabiru@silcom.com; robert.clarke47@gmail.com; Brad Vidro; Jim Richardson; hansduus@gmail.com; Joan Jamieson; rci@dock.net; Neill Zimmerman
Subject: Skytt Mesa Phase 4 Mitigations

Hello Arleen,

I have addressed the attached letter to you and copied City Council members, Planning Commission members and Brad Vidro. This letter is a follow-up to a previous city council agenda item regarding Phase 4 grading of the Skytt Mesa project.

We would appreciate any support reviewing the mitigation concerns addressed in this letter with the Skytt Mesa developer. If possible, we would also appreciate adding this item to the City Council or Planning Commission agendas for review as appropriate. Please feel free to forward this email to anyone I may have missed.

Sincerely,

Michael Loman

June 20, 2016

Michel E. Loman
662 Chalk Hill Road
Solvang, CA 93463

Arleen Pelster
Director, Planning and Economic Development Department
City of Solvang
411 Second Street
Solvang, CA 93463

Subject: Skytt Mesa Phase 4 Mitigations.

Dear Ms. Pelster:

The original plan for the Phase 4 perimeter of the Skytt Mesa project provided a 200 foot setback between Chalk Hill Road and the back end of lots along Valley Oak Road. This portion was to be sloped from the natural elevation along Chalk Hill Road up approximately 6 - 8 feet along the back edge of the perimeter properties where a block wall would serve to retain the elevation. These lots are currently identified as 167, 168, and 169. A similar mitigation was implemented in Buellton along Highway 246 where homes facing Farmland Drive back up to the Highway. This setback and grading feature was implemented to reduce the visual impact of the development and mitigated the following inconsistencies with the Solvang General Plan:

- **Scenic Vistas and open space features:** The General Plan lists the availability of these features as a part of the character and economic vitality of the City. The GP also states that “open space is necessary to provide visual relief from urban environments.” (GP CDE, pg. 9)
- The Skytt Mesa is cited as one of the key “open space and visual features” of the city (GP OS&CE, pg. 37).
- The GP cites as an objective the need to “protect and enhance sensitive open space areas and **view-sheds**” (emphasis ours), particularly to the North of the city (GP OS&CE pg. 41). The Draft EIR categorizes the project as **potentially inconsistent** with the GP in the area (4-12, Draft EIR).
- The GP further “encourages the preservation of the city’s hillside areas and **natural landforms**” (GP OS&CE, pg. 42, emphasis ours), recognizing the need to “minimize grading impacts” in all developments.

The setback and grading feature along with landscaping also provided mitigation for noise impact from Chalk Hill Road to future homes in the Skytt Mesa development and visual impact along Chalk Hill Road of rear facing yards and fencing.

In addition to the mitigation advantages of the setback, it provided an opportunity to distribute remaining soil from the final phase of the project within the project boundaries.

I’m concerned that highly significant mitigations are not being fulfilled. This mitigation would resolve issues concerning distribution of remaining soils and ongoing elevation increases of perimeter lots 159 – 166. The solution could provide a means to reduce some of the perimeter pad heights.

It’s not too late to review, discuss and implement solutions with the developer that will have significant impacts to the Solvang community and its visitors, many of whom enter Solvang along this corridor.

Sincerely,

Michael Loman



MINUTES OF THE REGULAR MEETING OF THE
SOLVANG CITY COUNCIL

Council Chambers
1644 Oak Street
Solvang, CA 93463

June 27, 2016
Monday
6:30 pm

CALL TO ORDER: Mayor Richardson called the meeting to order at 6:30 p.m.

ROLL CALL:

PRESENT: Mayor Richardson, Council Members Duus, Jamieson, Skytt, and Zimmerman

STAFF: Brad Vidro, City Manager; Roy Hanley, City Attorney; Sandra Featherson, Administrative Services Director; Matt van der Linden, Public Works Director; Arleen Pelster, Planning & Economic Development Director; Fred Lageman, Parks & Recreation Director; Charlie Uhrig, Community Resources Officer; Lisa S. Martin, City Clerk

PLEDGE OF ALLEGIANCE: Led by Council Member Jamieson

CITY MANAGERS REPORT: Informational report only

1. **PUBLIC COMMUNICATIONS – WRITTEN OR VERBAL**

Gay Infanti, Solvang Resident and Planning Commissioner

- Attended ID#1's last board meeting and has several concerns
- ID#1 is requesting a tax assessment to cover their \$750,000 budget shortfall
- It is her understanding that Solvang residents will pay 36% of the assessments even though they use only 1% of the water delivered by ID#1 to its customers
- The vote was conducted without either of the Board members that represent the City of Solvang present
- ID#1 will also be required to provide Chromium 6 treatment at a cost of \$12 million

Mark Infanti, Solvang Resident and Board of Architectural Review Member

- ID#1 needs to be more forward thinking
- Would encourage the City Council to make sure that our residents are represented at all of these meetings

Fred Kovol, Solvang Resident

- Discussed the cost of living in the valley, the school bonds, and ID#1's 5% rate increase

2. **COUNCIL REQUESTS**

None.

3. **CORRESPONDENCE RECEIVED BY COUNCIL**

Information only – no discussion.

4. **APPROVAL OF AGENDA AS PRESENTED**

There is Council consensus to move Item No. 9 to the beginning of the regular agenda.

5. **CITY COUNCIL MINUTES OF JUNE 13, 2016**

*Motion made by Council Member Duus to approve the minutes as written, seconded by Council Member Skytt, and **carried** with a verbal response of 5 ayes.*

6. **CONSENT AGENDA**

- a. Receive and file Sheriff's Department report for May, 2016
- b. Amendment No. 9 to Professional Services Agreement for Computer Support Services
 1. Approve amendment No. 9 to professional services agreement with Valley PC Repair/Patrick Meyer for computer support services to extend agreement one (1) year and authorize Mayor to execute agreement
- c. Renewal of Conveyance License for use of City streets for Segway Tours
- d. Amendment to Contract of Employment for Brad Vidro, City Manager, and potential 4% increase in pay
- e. Memorandum of Understanding between Teamsters Union Local 986 and the City of Solvang, effective July 1, 2016 through June 30, 2017
 1. Approve MOU between the Teamsters Union Local 986 and the City of Solvang effective July 1, 2016
 2. Approve amended Range Schedule effective July 1, 2016
 3. Adopt Resolution No. 16-993 to provide the same negotiated benefits to the unrepresented Management Staff positions

*Motion made by Council Member Skytt to approve the Consent agenda, seconded by Council Member Jamieson, and **carried** with a verbal response of 5 ayes.*

REGULAR AGENDA

7(9). **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLVANG ADOPTING A BUDGET FOR THE FISCAL YEAR 2016/2017**

Staff report by Sandra Featherson.

Mayor Richardson opened the item for public comment at 7:05 p.m.

Tory Babcock, Friends of the Library of the SY Valley

- The Solvang Library is a very important community resource, especially when Solvang Elementary does not have its own library

Jeanne Johnston, Friends of the Library of the SY Valley
➤ Requesting financial support for the Solvang Library

Tracy Farhad and Jeff Paaske, SCVB
➤ Thanked the Council for their vote of confidence
➤ Appreciate the City Council's support

Mayor Richardson closed the item to public comment at 7:09 p.m.

Council Member Skytt questioned staff as to whether a response was received from the Animal Rescue Team? Sandra Featherson indicated that no response to the request for additional information was ever received.

***Motion** made by Council Member Skytt to deny the funding to the Animal Rescue Team and to give the \$3,750 that had been preliminarily proposed to the Solvang Library. Motion is seconded by Council Member Duus, and **carried** with a vote of 3-2 with Mayor Richardson and Council Member Zimmerman voting No.*

Council Member Duus clarified the reason for denial of the funds was that the applicant did not submit a complete application and did not appear in accordance with the grant funding policy. The rules have to be followed.

***Motion** made by Council Member Skytt to adopt Resolution 16-995 and approve the balance of the 2016/2017 budget, seconded by Council Member Jamieson. **Motion carried** with a vote of 4-1 with Council Member Zimmerman voting No.*

**8(7). FIRST READING OF PROPOSED AMENDMENT TO TITLE 4, CHAPTER 10
AMENDING REGULATIONS FOR MASSAGE ESTABLISHMENTS**

Staff report by Arleen Pelster, Planning & Economic Development Director.

Council Member Jamieson inquired as to whether the ability for the City Manager to waive the requirements for the certificate applied to existing therapists within the City of Solvang, or from anywhere else as well? Staff responded that the ability to waive would apply to all therapists who have been practicing for years but only met the 250 hour requirement for their license, not the new 500 hour requirement.

Mayor Richardson questioned whether why we couldn't just revise the ordinance to allow all practicing, existing business certificate holders to be grandfathered in. City Attorney Hanley indicated that that might be problematic.

Mayor Richardson opened the item to public comment and, seeing none, closed the item at 8:22 p.m.

***Motion** made by Council Member Duus to approve staff's recommendation, seconded by Council Member Skytt. **Motion carried** with a vote of 4-1 with Council Member Zimmerman voting No.*

9(8). RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLVANG ADOPTING REVISED USAGE & RENTAL FEES FOR THE VETERANS MEMORIAL BUILDING

Staff report by Fred Lageman, Parks & Recreation Director.

Minor discussion regarding what types of events would fall under the commercial rates.

Mayor Richardson opened the item to public comment at 7:27 p.m.

Tracy Farhad, SCVB

- The fees are reasonable, looking forward to helping the City book the hall and make more money.

The item is closed to public comment at 7:28 p.m.

Council Member Zimmerman asked how much of a rate increase would be required for the facility to break even. City Manager Vidro estimated an approximate 200% increase would be necessary.

***Motion** made by Council Member Skytt to adopt Resolution 16-994 for revised usage and rental fees for the Veterans Memorial Building, seconded by Council Member Duus. **Motion carried** with a vote of 5-0.*

10. ALAMO PINTADO CREEK BIKE-PEDESTRIAN BRIDGE PROJECT UPDATE AND COOPERATIVE AGREEMENT

Staff report by Matt van der Linden, Public Works Director. The bike-ped bridge was determined to be scour critical by Caltrans and approved only with the installation of a scour monitoring system. The City could be required to demolish the bridge if it caused increased scour at the highway bridge. When Caltrans rebuilds the highway bridge they will raise and widen it and include a bike-ped component. Caltrans could potentially begin the bridge reconstruction in 2020. The bridge may be considered for prioritization in 2018. If the City were to contribute some funding, the prioritization could be moved up. If the City did not move forward with the project, approximately \$163,000 of Indian Gaming Funds could go towards the Caltrans reconstruction of the bridge. We would likely lose the Measure A funding from SBCAG.

Mayor Richardson inquired whether Caltrans would assume all liability for scour if they completed the project. Staff responded affirmatively.

Mayor Richardson commented that we should discuss with SBCAG the possibility of setting the funds aside conditionally.

Mayor Richardson opened the item to public comment and, seeing none, closed the item at 8:05 p.m.

Council Member Duus added that we would assume a lot of responsibility if we build the bridge. Don't see a benefit if Caltrans may rebuild the bridge within a few years and include a bike-ped path. Does not think we should incur the liability.

Council Member Zimmerman agrees.

Council Member Skytt questioned the staff as to the life span of a bridge like the one over the highway at Alamo Pintado creek. Staff responded that these types of bridges have a 50 year design life, but typically last approximately 80 years.

There is concurrence for the item to be continued to a future meeting to allow staff to discuss with SBCAG the possibility of holding/securing the Measure A funding.

11. **COUNCIL MEMBER REPORTS (Oral reports: Each Council Member will give oral reports on their activities in relation to the following committee or agencies. In addition, each member may report on items that will be included on the agenda for such committee or agency and seek guidance from the Council as a whole on such items, including on what position to take on behalf of the City)**

- Santa Barbara County Association of Governments
- Air Pollution Control Board
- **Mayor Richardson** reported that there was discussion regarding the budget and rules/penalties
- Joint Wastewater Committee
- Finance Committee
- Chumash Tribe
- Water Committee
- Indian Gaming Benefit Committee
- California Joint Powers Insurance Authority

Council Member Jamieson discussed SYCSD's request for annexation and capacity in our wastewater treatment plant, and the annexation/ballot process.

12. **ADVANCE CALENDAR**

Information only, no action.

13. **ADJOURNMENT** Mayor Richardson adjourned the City Council meeting at 8:19 p.m.



City of Solvang

City of Solvang Warrant Register

By Check Number

Date Range: 06/01/2016 - 06/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description	Payable Amount	
Bank Code: APBNK-AP Bank Code					
11320	Rafael Ruiz Janitor Service		06/03/2016 EFT	0.00	2,200.00 1260
777	Invoice	05/23/2016	Janitorial Services	0.00	2,200.00
10823	Atco International		06/06/2016 EFT	0.00	112.00 1261
10461142	Invoice	05/25/2016	Disc-O-Cherry	0.00	112.00
10797	Engel & Gray		06/06/2016 EFT	0.00	1,596.88 1262
15975	Invoice	05/16/2016	Sludge Disposal	0.00	531.03
15985	Invoice	05/17/2016	Sludge Disposal	0.00	528.29
16000	Invoice	05/19/2016	Sludge Disposal	0.00	537.56
10224	Christophe Millner		06/06/2016 EFT	0.00	237.15 1263
5/26/16	Invoice	05/26/2016	Kung Fu Instructor	0.00	237.15
10034	ReadyRefresh by Nestle		06/06/2016 EFT	0.00	115.31 1264
16E0018038034	Invoice	05/26/2016	Drinking Water for WWTP	0.00	115.31
10723	Procure Janitorial Supply, Inc		06/06/2016 EFT	0.00	850.44 1265
101108	Invoice	05/25/2016	Vets Hall	0.00	159.01
101109	Invoice	05/25/2016	Annex	0.00	57.10
101110	Invoice	05/25/2016	Restroom 3	0.00	332.21
101160	Invoice	05/27/2016	Restroom 2	0.00	302.12
11182	Underground Service Alert of Southern California		06/06/2016 EFT	0.00	37.50 1266
520160686	Invoice	06/01/2016	25 New Tickets	0.00	37.50
10613	Advantage Group, The		06/13/2016 EFT	0.00	164.00 1267
92478	Invoice	05/31/2016	May 2016 Flex Administration & Processing ...	0.00	164.00
11252	All Around Landscape Supply		06/13/2016 EFT	0.00	259.21 1268
S1879949.001	Invoice	05/24/2016	Repairs & Maintenance Sunny Fields Park	0.00	259.21
10170	Buellton Medical Center		06/13/2016 EFT	0.00	245.00 1269
6/2016 RC	Invoice	06/07/2016	Raymond Cano Pre-Employment & Drug Scr...	0.00	245.00
10009	California Code Check, Inc.		06/13/2016 EFT	0.00	2,730.00 1270
osSLV16-11	Invoice	06/02/2016	Building Inspector 5/13/16 - 5/26-16	0.00	1,960.00
SLVG16-10	Invoice	05/18/2016	Code Check Fire truck bay addition	0.00	770.00
11279	Carollo Engineers, Inc		06/13/2016 EFT	0.00	16,884.76 1271
0147849	Invoice	03/15/2016	River Wells Project - Design Services	0.00	14,700.00
0148839	Invoice	05/10/2016	Well 22 & 23 Blending Study	0.00	1,380.00
0149334	Invoice	06/03/2016	River Wells Project - Design Services	0.00	804.76
10797	Engel & Gray		06/13/2016 EFT	0.00	1,055.82 1272
16028	Invoice	06/07/2016	Sludge Disposal	0.00	526.36
16057	Invoice	05/31/2016	Sludge Disposal	0.00	529.46
10611	Farm Supply Co		06/13/2016 EFT	0.00	199.54 1273
18680	Invoice	06/01/2016	Raymond Cano uniform	0.00	80.84
18697	Invoice	06/02/2016	Mike Garley boots	0.00	107.95
18699	Invoice	06/02/2016	Mike Garley Uniform	0.00	10.75
10028	Hanley & Fleishman, LLP		06/13/2016 EFT	0.00	9,157.50 1274
2711	Invoice	06/15/2016	Legal Services	0.00	9,157.50
10224	Christophe Millner		06/13/2016 EFT	0.00	278.80 1275

City of Solvang Warrant Register

Date Range: 06/01/2016 - 06/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
5/31/16	Invoice	05/31/2016	Kung Fu Instruction	0.00	278.80
10975	O'Reilly Automotive Stores, Inc. dba O'Reilly Auto	06/13/2016	EFT	0.00	57.61 1276
4372266031	Invoice	05/02/2016	Water Dept	0.00	14.42
4372269475	Invoice	05/02/2016	Maintenance dept security kit	0.00	43.19
10723	Procare Janitorial Supply, Inc	06/13/2016	EFT	0.00	1,416.95 1277
101253	Invoice	06/01/2016	Wastewater	0.00	83.46
101256	Invoice	06/01/2016	Restroom 2	0.00	470.93
101276	Invoice	06/01/2016	Streets	0.00	252.13
101277	Invoice	06/01/2016	Restroom 1	0.00	610.43
11320	Rafael Ruiz Janitor Service	06/13/2016	EFT	0.00	2,200.00 1278
778	Invoice	06/06/2016	Janitorial Services	0.00	2,200.00
10281	Satcom Global FZE	06/13/2016	EFT	0.00	42.75 1279
AS06160547	Invoice	06/01/2016	SIM Card	0.00	42.75
10005	Valley PC Repair	06/13/2016	EFT	0.00	3,800.00 1280
8981	Invoice	05/20/2016	City IT Support	0.00	2,000.00
8985	Invoice	06/06/2016	City IT Support	0.00	1,800.00
	Void	06/13/2016	EFT	0.00	0.00 1281
10686	ZWorld GIS	06/13/2016	EFT	0.00	575.00 1282
2016-0153	Invoice	06/02/2016	GIS System-Wide Updates	0.00	575.00
10875	Alliant Insurance	06/20/2016	EFT	0.00	427.00 1283
6/16	Invoice	06/13/2016	4/1/16 - 6/30/16 Special events	0.00	427.00
11257	Aramark Uniform Service	06/20/2016	EFT	0.00	509.64 1284
000531509298	Invoice	05/02/2016	Mats and towels	0.00	254.82
000531577906	Invoice	05/30/2016	Mats and towels	0.00	254.82
10009	California Code Check, Inc.	06/20/2016	EFT	0.00	11,119.56 1285
SLVG16-09	Invoice	05/15/2016	Plan check fees	0.00	2,763.75
SLVG16-11	Invoice	06/01/2016	Code Check fees	0.00	8,355.81
10462	Cummins Cal Pacific, LLC	06/20/2016	EFT	0.00	2,443.43 1286
006-89378	Invoice	06/22/2016	Annual Generator service plant/Fjord	0.00	1,177.92
006-89379	Invoice	06/07/2016	Annual Generator service plant/Fjord	0.00	1,265.51
10797	Engel & Gray	06/20/2016	EFT	0.00	1,031.14 1287
16136	Invoice	06/02/2016	Sludge Disposal	0.00	512.09
16144	Invoice	06/03/2016	Sludge Disposal	0.00	519.05
10611	Farm Supply Co	06/20/2016	EFT	0.00	976.97 1288
18838	Invoice	06/10/2016	Repairs & Maintenance for Parks	0.00	976.97
10057	FGL Environmental, Inc.	06/20/2016	EFT	0.00	602.00 1289
604669A	Invoice	05/23/2016	Organic Analysis	0.00	322.00
604670A	Invoice	04/27/2016	Bacti Analysis	0.00	60.00
604671A	Invoice	04/27/2016	Bacti Analysis	0.00	40.00
604960A	Invoice	05/04/2016	Bacti Analysis	0.00	40.00
605257A	Invoice	05/11/2016	Bacti Analysis	0.00	40.00
605258A	Invoice	05/20/2016	Bacti Analysis	0.00	20.00
605592A	Invoice	05/18/2016	Bacti Analysis	0.00	40.00
605631A	Invoice	05/18/2016	Bacti Analysis	0.00	40.00
10224	Christophe Millner	06/20/2016	EFT	0.00	165.75 1290
6/10/16	Invoice	06/10/2016	Kung Fu Instructor	0.00	165.75
10790	Polydyne, Inc	06/20/2016	EFT	0.00	1,146.96 1291
1053774	Invoice	06/09/2016	Polymer	0.00	1,146.96
10723	Procare Janitorial Supply, Inc	06/20/2016	EFT	0.00	885.52 1292

City of Solvang Warrant Register

Date Range: 06/01/2016 - 06/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
101364	Invoice	06/03/2016	Restroom 3	0.00	313.03
101459	Invoice	06/08/2016	Restroom 1	0.00	43.15
101520	Invoice	06/10/2016	Restroom 3	0.00	529.34
10142	SP Maintenance Services, Inc	06/20/2016	EFT	0.00	3,000.00 1293
57197	Invoice	06/08/2016	Sidewalk cleaning	0.00	3,000.00
10526	Storer Transit Systems	06/20/2016	EFT	0.00	27,989.93 1294
7450T	Invoice	05/31/2016	SYVT Storer Operations Contract	0.00	22,692.74
7451T	Invoice	05/31/2016	Fuel Reimbursement 4/25-5/25/16	0.00	5,297.19
10337	Visit the Santa Ynez Valley	06/20/2016	EFT	0.00	39,222.05 1295
INV0003361	Invoice	06/14/2016	SYVTBID April 2016	0.00	39,222.05
10858	Wallace Group A California Corporation	06/20/2016	EFT	0.00	3,254.24 1296
41686	Invoice	06/10/2016	AP Creek Bike-Ped Bridge Project	0.00	3,254.24
10042	Western Exterminator Company	06/20/2016	EFT	0.00	78.75 1297
4161259	Invoice	05/31/2016	May 2016	0.00	78.75
10613	Advantage Group, The	06/27/2016	EFT	0.00	5,385.96 1298
INV0003385	Invoice	06/21/2016	June 2016	0.00	5,385.96
11252	All Around Landscape Supply	06/27/2016	EFT	0.00	238.09 1299
S1885316.001	Invoice	06/14/2016	Repair & Maintenance for Parks dept	0.00	238.09
10875	Alliant Insurance	06/27/2016	EFT	0.00	735.00 1300
460649	Invoice	04/29/2016	16-17 ACIP Crime Renewal	0.00	735.00
10009	California Code Check, Inc.	06/27/2016	EFT	0.00	2,030.00 1301
osSLV16-12	Invoice	06/16/2016	Building Inspector 5/27/16 - 6/9/16	0.00	2,030.00
10166	Clinical Lab of San Bernardino	06/27/2016	EFT	0.00	905.00 1302
950512	Invoice	06/14/2016	Lab Fees Blanket PO	0.00	905.00
10001	Dale Pena	06/27/2016	EFT	0.00	570.00 1303
623	Invoice	06/17/2016	June Council & Planning meetings	0.00	570.00
10797	Engel & Gray	06/27/2016	EFT	0.00	1,078.05 1304
16168	Invoice	06/07/2016	Sludge Disposal	0.00	539.87
16177	Invoice	06/09/2016	Sludge Disposal	0.00	538.18
90022	Frank Pacheco	06/27/2016	EFT	0.00	142.68 1305
INV0003373	Invoice	06/20/2016	Uniform Reimbursement	0.00	142.68
11210	Hach Company	06/27/2016	EFT	0.00	4,586.97 1306
9966361	Invoice	06/09/2016	Do probe Digital upgrade wwtp	0.00	4,586.97
10885	Moore & Associates, Inc.	06/27/2016	EFT	0.00	6,610.36 1307
16:3656	Invoice	06/15/2016	Moore & Assoc SYVT Marketing-Advertising	0.00	4,957.66
16:3658	Invoice	06/15/2016	Moore & Assoc SYVT Prof Serv Management	0.00	1,652.70
10723	Procare Janitorial Supply, Inc	06/27/2016	EFT	0.00	1,471.77 1308
101409	Invoice	06/08/2016	Restroom 2	0.00	478.23
101412	Invoice	06/08/2016	Restroom 2	0.00	333.62
101523	Invoice	06/10/2016	Restroom 1	0.00	13.26
101624	Invoice	06/15/2016	Streets	0.00	252.13
101690	Invoice	06/17/2016	Restroom 3	0.00	221.09
101710	Invoice	06/17/2016	WWTP	0.00	173.44
11320	Rafael Ruiz Janitor Service	06/27/2016	EFT	0.00	2,100.00 1309
780	Invoice	06/20/2016	Janitorial Service	0.00	2,100.00
91257	Richardson, Jim	06/27/2016	EFT	0.00	36.72 1310
INV0003374	Invoice	06/18/2016	SBCAG	0.00	36.72

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Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount		
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount		
10902	Staples Advantage		06/27/2016 EFT		0.00	110.73	1311
8039689427	Invoice	06/11/2016	Admin Supplies		0.00	110.73	
10526	Storer Transit Systems		06/27/2016 EFT		0.00	2,750.00	1312
7449T	Invoice	06/07/2016	SYVT Base Radio Station Equipment		0.00	2,750.00	
10875	Alliant Insurance		06/29/2016 Regular		0.00	-1,426.00	31813
51778	GARAGISTE EVENTS, INC		06/29/2016 Regular		0.00	-650.00	32530
10183	State Water Resources Control Board (SWRCB)		06/02/2016 Regular		0.00	105.00	32999
2016 CW	Invoice	06/02/2016	Chris Whitford Operator Certificate renewal		0.00	105.00	
11360	Apex Auto Glass		06/06/2016 Regular		0.00	278.61	33000
4586614-O	Invoice	03/21/2016	Truck 621 Front Windshield		0.00	278.61	
11360	Apex Auto Glass		06/06/2016 Regular		0.00	-278.61	33000
51827	CM BREYER & ASSOCIATES		06/06/2016 Regular		0.00	250.00	33001
INV0003260	Invoice	06/01/2016	DEPOSIT REFUND 4/23/16		0.00	250.00	
10655	Comcast		06/06/2016 Regular		0.00	106.05	33002
5898 5/16	Invoice	05/28/2016	Acc# 8155 70 005 0125898		0.00	106.05	
10423	County of Santa Barbara Fire Department		06/06/2016 Regular		0.00	3,745.14	33003
INV0003259	Invoice	05/31/2016	AMR BLS First Responder Fee		0.00	3,745.14	
10387	Erickson Electric, Inc.		06/06/2016 Regular		0.00	3,724.00	33004
16229	Invoice	05/26/2016	Replace lights in Old WWTP shop with LED		0.00	3,724.00	
10311	Fisher Pump & Well Svc. Inc		06/06/2016 Regular		0.00	36,932.00	33005
4403	Invoice	05/23/2016	Well 21 repair motor		0.00	36,932.00	
11365	Frontier Communications		06/06/2016 Regular		0.00	55.77	33006
7459 5/16	Invoice	05/25/2016	Acc# 805-688-7459-060995-5		0.00	55.77	
10081	Harrison Hardware		06/06/2016 Regular		0.00	159.49	33007
346336	Invoice	05/25/2016	Small Equipment for Maintenance Dept		0.00	159.49	
10372	JJ Fisher Construction, Inc		06/06/2016 Regular		0.00	5,134.08	33008
1429	Invoice	05/19/2016	Sidewalk Repairs		0.00	5,134.08	
10895	Lee Central Coast Newspaper		06/06/2016 Regular		0.00	133.44	33009
82711	Invoice	05/26/2016	1650 Copenhagen Dr. rental building		0.00	133.44	
10313	Maintenance Superintendents		06/06/2016 Regular		0.00	20.00	33010
6/2016	Invoice	05/31/2016	Trade Show and training June 15, 2016		0.00	20.00	
11128	Nielsen Building Material		06/06/2016 Regular		0.00	140.13	33011
502857	Invoice	05/16/2016	Supplies Water Dept		0.00	77.13	
504378	Invoice	05/24/2016	Redimix Concrete		0.00	31.69	
504852	Invoice	05/25/2016	Fat Max Tape		0.00	31.31	
11187	Nu-Tech Pest Management		06/06/2016 Regular		0.00	254.00	33012
0119209	Invoice	05/20/2016	Gopher Sunnyfields Park		0.00	125.00	
0119465	Invoice	05/20/2016	Ground Squirrels HCA		0.00	129.00	
11137	Pacific Gas & Electric Company		06/06/2016 Regular		0.00	23,816.57	33013
7582-5 5/16	Invoice	05/27/2016	Acc# 0408007582-5		0.00	23,816.57	
11167	Santa Ynez Valley Hardware		06/06/2016 Regular		0.00	899.27	33014
5/2016	Invoice	05/31/2016	Repairs & Maintenance, Supplies		0.00	899.27	
10214	USA Blue Book		06/06/2016 Regular		0.00	346.45	33015
959238	Invoice	05/20/2016	Tubing Roll		0.00	346.45	
	Void		06/03/2016 Regular		0.00	0.00	33016
10639	Brush Goats 4 Hire		06/03/2016 Regular		0.00	800.00	33017

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Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
INV0003301	Invoice	06/03/2016	Extra Labor	0.00	800.00
51015	Alan Cooper	06/13/2016	Regular	0.00	240.00 33018
INV0003302	Invoice	06/06/2016	Toilet Rebate	0.00	240.00
10991	A-OK Power Equipment	06/13/2016	Regular	0.00	215.95 33019
177783	Invoice	05/31/2016	HH Blower	0.00	215.95
11360	Apex Auto Glass	06/13/2016	Regular	0.00	-278.61 33020
11360	Apex Auto Glass	06/13/2016	Regular	0.00	278.61 33020
4586614-O	Invoice	03/21/2016	Truck 621 Front Windshield	0.00	278.61
10073	Buellflat Rock Co, Inc	06/13/2016	Regular	0.00	1,067.35 33021
2016-0425	Invoice	05/31/2016	Truck Fuel	0.00	979.33
92773	Invoice	05/31/2016	Concrete Sand & Cold Mix	0.00	88.02
10124	CalPers	06/13/2016	Regular	0.00	248,418.00 33022
INV0003303	Invoice	06/07/2016	CERBT Contribution	0.00	248,418.00
10197	County of Santa Barbara	06/13/2016	Regular	0.00	165.99 33023
SOLO3152016	Invoice	03/15/2016	Stormwater Monitoring, Testing and Modeli...	0.00	13.41
SOLO6012016	Invoice	06/01/2016	Stormwater Monitoring, Testing and Modeli...	0.00	152.58
11209	Francisco & Associates, Inc.	06/13/2016	Regular	0.00	2,500.00 33024
2710	Invoice	06/03/2016	SM LLM D Assessment Engineering	0.00	2,500.00
11365	Frontier Communications	06/13/2016	Regular	0.00	148.84 33025
1998 6/16	Invoice	06/01/2016	Acc# 805-686-1998-110309-5	0.00	100.72
2900 5/16	Invoice	05/28/2016	Acc# 805-688-2900-110481-5	0.00	48.12
10148	Gemplers	06/13/2016	Regular	0.00	229.76 33026
SI02491191	Invoice	05/04/2016	Trevor Holly & Nick Rivera uniforms	0.00	229.76
11237	Hanly General Engineering Corp	06/13/2016	Regular	0.00	14,189.06 33027
1411	Invoice	05/01/2016	WWTP Garage Structure Project	0.00	14,189.06
10083	Inner Nature	06/13/2016	Regular	0.00	2,100.00 33028
10854	Invoice	05/31/2016	Village planters	0.00	2,100.00
10283	J.B. Dewar, Inc.	06/13/2016	Regular	0.00	196.18 33029
140736	Invoice	05/31/2016	Chevron Meropa	0.00	196.18
10180	Jim's Service Center	06/13/2016	Regular	0.00	937.67 33030
5/16	Invoice	05/31/2016	Truck fuel	0.00	937.67
10539	John K. Wheaton	06/13/2016	Regular	0.00	247.10 33031
6/16	Invoice	06/07/2016	Adult Dance Instruction	0.00	247.10
11121	Jones & Jones, LLP	06/13/2016	Regular	0.00	9,140.16 33032
#6	Invoice	06/02/2016	Fire Department Building	0.00	9,140.16
10495	Matson Industrial Finishing	06/13/2016	Regular	0.00	612.75 33033
43309	Invoice	05/31/2016	Powdercoat Trashcans	0.00	612.75
11133	Nielsen's Market	06/13/2016	Regular	0.00	61.14 33034
5/2016	Invoice	05/31/2016	Supplies	0.00	61.14
11187	Nu-Tech Pest Management	06/13/2016	Regular	0.00	332.00 33035
0119210	Invoice	05/27/2016	Gopher Sunny fields	0.00	125.00
0119838	Invoice	06/01/2016	Ants & Roaches Annex	0.00	78.00
0120127	Invoice	06/01/2016	Ground Squirrels HCA	0.00	129.00
10299	Praxair Distribution, Inc.	06/13/2016	Regular	0.00	46.88 33036
55228673	Invoice	05/20/2016	Industrial Acetylene	0.00	46.88
10004	Santa Barbara Co Sheriff Dept	06/13/2016	Regular	0.00	808.23 33037

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Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
16-289	Invoice	05/31/2016	Vet Hall security & Court Case	0.00	808.23
11227	Santa Maria Tire, Inc		06/13/2016 Regular	0.00	966.92 33038
105472	Invoice	05/18/2016	SYVT bus tires	0.00	966.92
10478	Statewide Traffic Safety and Signs, Inc		06/13/2016 Regular	0.00	332.32 33039
03003835	Invoice	06/06/2016	Repairs & maintenance for Maintenance dept	0.00	332.32
11355	Stonescapes		06/13/2016 Regular	0.00	9,968.75 33040
1215	Invoice	06/06/2016	New Tile in City Hall	0.00	9,968.75
11377	Tractor Supply Credit Plan		06/13/2016 Regular	0.00	57.98 33041
5/2016	Invoice	05/30/2016	Acc# 6035 3012 0505 9486	0.00	57.98
11173	SCVB		06/13/2016 Regular	0.00	25,000.00 33053
02016-012	Invoice	06/13/2016	2015-2016 Matching Grant	0.00	25,000.00
10991	A-OK Power Equipment		06/20/2016 Regular	0.00	33.20 33055
182707	Invoice	06/08/2016	Shockwave Drill & Drive Set	0.00	33.20
10469	Asbury Environmental Services		06/20/2016 Regular	0.00	120.00 33056
1500-00042020	Invoice	05/18/2016	Used Oil	0.00	120.00
51838	BAUTISTA, ILCE		06/20/2016 Regular	0.00	13.49 33057
INV0003363	Invoice	06/14/2016	SHERIFF DEPOSIT REFUND	0.00	13.49
51832	BERCH, STEFANIE		06/20/2016 Regular	0.00	100.00 33058
INV0003315	Invoice	06/13/2016	DEPOSIT REFUND 5/21/16	0.00	100.00
51839	BLANCHARD, CYNTHIA		06/20/2016 Regular	0.00	100.00 33059
INV0003364	Invoice	06/14/2016	DEPOSIT REFUND 6/11/16	0.00	100.00
10070	Cal-Coast Irrigation		06/20/2016 Regular	0.00	366.89 33060
768000	Invoice	06/06/2016	HCA South Well	0.00	88.57
768011	Invoice	06/06/2016	HCA South Well	0.00	5.13
768057	Invoice	06/08/2016	HCA South Well	0.00	195.29
768081	Invoice	06/09/2016	HCA South Well	0.00	77.90
51843	CASTILLO, JOSE		06/20/2016 Regular	0.00	150.00 33061
INV0003368	Invoice	06/14/2016	CANCELLED EVENT FULL REFUND 7/16/16	0.00	150.00
10947	Chevron and Texaco Business Card Services		06/20/2016 Regular	0.00	35.42 33062
47634392	Invoice	06/05/2016	Fuel for Avenger	0.00	35.42
11135	Colantuono, Highsmith & Whatley, PC		06/20/2016 Regular	0.00	105.00 33063
31057	Invoice	06/03/2016	2013 ID #1 Rate-Making	0.00	105.00
10655	Comcast		06/20/2016 Regular	0.00	86.10 33064
8155 6/16	Invoice	06/05/2016	Acc# 8155 70 005 0228155	0.00	86.10
51841	COOPER, RUTH		06/20/2016 Regular	0.00	200.00 33065
INV0003366	Invoice	06/14/2016	DEPOSIT REFUND 6/12/16	0.00	200.00
10907	Copenhagen T's & Gifts		06/20/2016 Regular	0.00	169.66 33066
229768	Invoice	06/07/2016	Tim Keaty uniforms	0.00	25.92
229769	Invoice	06/07/2016	Raymond Cano uniform	0.00	143.74
51828	DANISH BROTHERHOOD		06/20/2016 Regular	0.00	200.00 33067
INV0003311	Invoice	06/13/2016	DEPOSIT REFUND 6/5/16	0.00	200.00
11233	Department of Justice		06/20/2016 Regular	0.00	488.00 33068
170062	Invoice	06/03/2016	Fingerprinting	0.00	488.00
10029	Firma Consultants, Inc.		06/20/2016 Regular	0.00	4,940.00 33069
21424.060616	Invoice	06/06/2016	Safety & Conservation / Open Space and Saf...	0.00	4,940.00
11365	Frontier Communications		06/20/2016 Regular	0.00	241.60 33070

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Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
5452 6/16	Invoice	06/04/2016	Acc# 805-688-5452-031006-5	0.00	241.60
10148	Gemplers		06/20/2016 Regular	0.00	547.06 33071
S102585087	Invoice	06/03/2016	Chris Whitford uniform	0.00	51.05
S102594115	Invoice	06/07/2016	Chris Whitford boots and Supplies	0.00	437.01
S102595569	Invoice	06/07/2016	Chris Whitford	0.00	59.00
51837	GONZALEZ, JOSE MARTIN		06/20/2016 Regular	0.00	250.00 33072
INV0003362	Invoice	06/14/2016	DEPOSIT REFUND 5/22/16	0.00	250.00
11262	Graphic Systems		06/20/2016 Regular	0.00	6,000.00 33073
67476	Invoice	06/09/2016	Relocation & Business Guides	0.00	6,000.00
51835	GUERRERO, MARTHA		06/20/2016 Regular	0.00	200.00 33074
INV0003318	Invoice	06/13/2016	DEPOSIT REFUND 6/4/16	0.00	200.00
51834	HERNANDEZ, JAIME		06/20/2016 Regular	0.00	100.00 33075
INV0003317	Invoice	06/13/2016	DEPOSIT REFUND 5/28/16	0.00	100.00
11181	Hill Brothers Chemical Co.		06/20/2016 Regular	0.00	696.69 33076
1414994	Invoice	06/07/2016	Aqua Ammonia	0.00	696.69
51836	HUTCHINSON, CHARLES		06/20/2016 Regular	0.00	100.00 33077
INV0003319	Invoice	06/13/2016	DEPOSIT REFUND 6/12/16	0.00	100.00
51831	KELLOGG, TRACI		06/20/2016 Regular	0.00	100.00 33078
INV0003314	Invoice	06/13/2016	DEPOSIT REFUND 5/21/16	0.00	100.00
51829	RODRIGUEZ, YOLANDA		06/20/2016 Regular	0.00	200.00 33079
INV0003312	Invoice	06/13/2016	DEPOSIT REFUND 5/29/16	0.00	200.00
10033	S.Y.R.W.C.D. ID #1		06/20/2016 Regular	0.00	23,456.07 33080
0001 5/16	Invoice	05/24/2016	Acc# 17040001 900 Alamo Pintado	0.00	1,433.80
2 QTR 16-17	Invoice	06/14/2016	DWR/CCWA Variable O&M	0.00	13,080.77
5001 5/16	Invoice	05/24/2016	Acc# 17005001 1890 Old Mill Rd	0.00	2,338.62
7501 5/06	Invoice	05/24/2016	Acc# 17037501 Alamo Pintado	0.00	6,602.88
51840	SANCHEZ, SERGIO		06/20/2016 Regular	0.00	100.00 33081
INV0003365	Invoice	06/14/2016	DEPOSIT REFUND 6/11/16	0.00	100.00
10699	Santa Ynez Stone & Topsoil		06/20/2016 Regular	0.00	172.80 33082
7434	Invoice	06/10/2016	Decomposed Granite	0.00	172.80
11179	Todd Pipe & Supply		06/20/2016 Regular	0.00	566.85 33083
317272	Invoice	06/03/2016	Repairs & Maintenance & Projects	0.00	458.10
317446	Credit Memo	06/07/2016	Return of Wall mount	0.00	-94.01
317447	Invoice	06/07/2016	Repairs & Maintenance Parks Dept	0.00	4.35
317678	Invoice	06/09/2016	Repairs & Maintenance	0.00	25.94
317775	Invoice	06/10/2016	Repairs & Maintenance Parks Dept	0.00	172.47
10497	West Coast Arborists, Inc		06/20/2016 Regular	0.00	25,342.50 33084
115704	Invoice	05/25/2016	HCA tree trimming	0.00	3,022.50
115857	Invoice	06/14/2016	HCA tree trimming	0.00	3,120.00
115987	Invoice	06/03/2016	Street Tree Pruning	0.00	19,200.00
51833	YAKUTIS, ANNIE		06/20/2016 Regular	0.00	75.00 33085
INV0003316	Invoice	06/13/2016	DEPOSIT REFUND 5/28/16	0.00	75.00
51842	ZEPEDA, JOSE		06/20/2016 Regular	0.00	75.00 33086
INV0003367	Invoice	06/14/2016	DEPOSIT REFUND 6/11/16	0.00	75.00
51830	ZEPEDA, LUZ		06/20/2016 Regular	0.00	100.00 33087
INV0003313	Invoice	06/13/2016	DEPOSIT REFUND 6/5/16	0.00	100.00
11295	Advanced Automotive Solutions Inc.		06/27/2016 Regular	0.00	189.81 33088
18612	Invoice	06/20/2016	Truck 626 Tune up	0.00	44.95

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Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
18615	Invoice	06/20/2016	Truck # 635 Tune up	0.00	144.86
10991	A-OK Power Equipment	06/27/2016	Regular	0.00	448.79 33089
182706	Invoice	06/08/2016	Echo Edger	0.00	448.79
11155	Baker, Manock & Jensen	06/27/2016	Regular	0.00	3,661.26 33090
410634	Invoice	06/14/2016	Water Attorney	0.00	74.24
410635	Invoice	06/14/2016	Water Attorney	0.00	3,587.02
10157	City of Santa Barbara	06/27/2016	Regular	0.00	88,000.00 33091
2015-2016	Invoice	06/15/2016	Grant funding for FY 2015-2016	0.00	88,000.00
10907	Copenhagen T's & Gifts	06/27/2016	Regular	0.00	89.32 33092
229771	Invoice	06/18/2016	Jorge Garcia Uniform	0.00	89.32
51846	D & B ROOFING	06/27/2016	Regular	0.00	250.00 33093
INV0003371	Invoice	06/15/2016	D & B ROOFING	0.00	250.00
10220	D.J. Dunn Construction	06/27/2016	Regular	0.00	16,714.58 33094
2	Invoice	05/16/2016	Vet's Hall Window Replacement	0.00	16,714.58
11278	Dudek	06/27/2016	Regular	0.00	596.18 33095
20162867	Invoice	06/10/2016	WWTP Bank Restoration - Monitoring & Rep...	0.00	596.18
11365	Frontier Communications	06/27/2016	Regular	0.00	361.37 33096
1425 6/16	Invoice	06/13/2016	Acc# 805-686-1425-080105-5	0.00	231.21
5575 6/16	Invoice	06/13/2016	Acc# 805-688-5575-062171-5	0.00	130.16
90011	Jorge Garcia	06/27/2016	Regular	0.00	18.11 33097
INV0003375	Invoice	06/17/2016	Uniform Reimbursement	0.00	18.11
10429	Greenscapes Landscaping Inc.	06/27/2016	Regular	0.00	1,040.00 33098
5203	Invoice	06/12/2016	Weed Abatement HCA	0.00	1,040.00
90013	James Petersen	06/27/2016	Regular	0.00	292.00 33099
INV0003380	Invoice	06/21/2016	Uniform reimbursement	0.00	292.00
51017	Joyce Lastra	06/27/2016	Regular	0.00	15.00 33100
INV0003381	Invoice	06/21/2016	Refund	0.00	15.00
90024	Keith Cote	06/27/2016	Regular	0.00	50.00 33101
INV0003383	Invoice	06/21/2016	Reimbursement Grade 1 test pass	0.00	50.00
51845	KLITGAARD, DEAN & JAN	06/27/2016	Regular	0.00	132.00 33102
INV0003370	Invoice	06/15/2016	KLITGAARD, DEAN & JAN	0.00	132.00
11128	Nielsen Building Material	06/27/2016	Regular	0.00	194.31 33103
506012	Invoice	06/21/2016	Softball Security net	0.00	69.14
506355	Invoice	06/21/2016	Repairs & Maintenance HCA	0.00	61.13
507932	Invoice	06/13/2016	Repair & Maintenance Vets Hall	0.00	56.45
507977	Invoice	06/13/2016	Repairs & Maintenance Vets Hall	0.00	7.59
11187	Nu-Tech Pest Management	06/27/2016	Regular	0.00	336.00 33104
0119849	Invoice	06/10/2016	Gopher Sunnyfields	0.00	125.00
0120126	Invoice	06/16/2016	Ants, Earwigs, Spiders HCA	0.00	82.00
0120128	Invoice	06/16/2016	Ground Squirrels HCA	0.00	129.00
11379	O'Connor Pest Control	06/27/2016	Regular	0.00	925.00 33105
30144790	Invoice	06/15/2016	Termite treatment- visitor center	0.00	925.00
50214	Oscar Andrade	06/27/2016	Regular	0.00	240.00 33106
INV0003376	Invoice	06/21/2016	Toilet Rebate	0.00	240.00
11137	Pacific Gas & Electric Company	06/27/2016	Regular	0.00	4,621.06 33107
5526-1 6/16	Invoice	06/15/2016	Acc# 3982645526-1	0.00	4,621.06

City of Solvang Warrant Register

Date Range: 06/01/2016 - 06/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description	Payable Amount	
51009	Richard Kelly		06/27/2016 Regular	0.00	120.00 33108
INV0003378	Invoice	06/21/2016	Toilet Rebate	0.00	120.00
10699	Santa Ynez Stone & Topsoil		06/27/2016 Regular	0.00	69.12 33109
7475	Invoice	06/14/2016	Softball Field Marking line	0.00	69.12
51844	SOLARCITY		06/27/2016 Regular	0.00	75.20 33110
INV0003369	Invoice	06/15/2016	SOLARCITY	0.00	75.20
11174	Solvang Bakery Inc.		06/27/2016 Regular	0.00	92.93 33111
59981	Invoice	06/16/2016	Cupcakes	0.00	92.93
11340	Spieß Construction Co		06/27/2016 Regular	0.00	53,185.75 33112
216061	Invoice	06/10/2016	Vet's Hall Lead Abatement & Painting	0.00	53,185.75
10183	State Water Resources Control Board (SWRCB)		06/27/2016 Regular	0.00	130.00 33113
478852	Invoice	06/17/2016	Treatment # 25734 Chris Whitford	0.00	60.00
863615 6/16	Invoice	06/21/2016	Grade 1 Water Treatment Operator Keith Co...	0.00	70.00
10478	Statewide Traffic Safety and Signs, Inc		06/27/2016 Regular	0.00	162.87 33114
03003950	Invoice	06/17/2016	Custom Sign	0.00	162.87
11152	Sterling Codifiers		06/27/2016 Regular	0.00	3,889.00 33115
17972	Invoice	05/31/2016	Supplement # 25	0.00	3,889.00
11351	Vali Cooper & Associates, Inc		06/27/2016 Regular	0.00	1,045.80 33116
160007A00103	Invoice	06/15/2016	Constr. Management & Inspection - Seismic ...	0.00	1,045.80
10553	ValleyCrest Landscape		06/27/2016 Regular	0.00	2,130.75 33117
2787100	Invoice	06/16/2016	Replace Irrig Controller Skytt Mesa & Coast ...	0.00	2,130.75
91175	Chris Whitford		06/27/2016 Regular	0.00	65.00 33118
INV0003372	Invoice	06/21/2016	Grade 2 Water test passed	0.00	65.00
11376	CalPers Financial Reporting & Accounting Services		06/28/2016 Regular	0.00	153,638.00 33123
INV0003389	Invoice	06/28/2016	Cerbt trust payment	0.00	153,638.00
51847	BLH CONSTRUCTION CO		06/29/2016 Regular	0.00	875.25 33150
INV0003415	Invoice	06/28/2016	BLH CONSTRUCTION CO	0.00	875.25
51778	GARAGISTE EVENTS, INC		06/30/2016 Regular	0.00	650.00 33151
INV0002844	Invoice	02/22/2016	DEPOSIT REFUND 2/12-2/14/16	0.00	650.00

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	110	0.00	794,897.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-2,633.22
Bank Drafts	0	0	0.00	0.00
EFT's	89	53	0.00	165,820.49
	231	168	0.00	958,084.70

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	6/2016	958,084.70
			<u>958,084.70</u>



**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Arleen T. Pelster, AICP, Planning & Economic Development Director

MEETING DATE: July 11, 2016

DATE PREPARED: June 28, 2016

SUBJECT: Second Reading of Proposed Amendment to Title 4 Chapter 10 Amending Regulations for Massage Establishments

I. RECOMMENDATION:

Accept the Exemption to the California Environmental Quality Act pursuant to CEQA Section 15061 and adopt Ordinance No. 16-_____, on second reading by title only, an ordinance of the City Council of the City of Solvang amending Title 4.

II. BACKGROUND:

State law was amended in 2015 by AB 1147 to change regulations for massage establishments. The City Council amended the Municipal Code in 2015 to reflect the provision of AB 1147. Further amendment of the Municipal Code is now recommended to address difficulties for some massage therapists in obtaining a California Massage Therapy Council (CAMTC) certificate.

III. DISCUSSION:

State law was amended to restore local control over permitting for massage establishments. The recently amended regulations require that massage therapists obtain a certificate from the CAMTC prior to issuance of a Business Certificate. At the time of amendment of the code, some details were unknown regarding educational requirements

Ordinance Amendment – Massage Establishment Regulations

City Council Hearing Date: July 11, 2016

Page 2 of 2

for CAMTC certificates. It has come to staff's attention that the CAMTC requires 500 hours of relevant education to qualify for a certificate. Some long-term therapists fulfilled their educational requirements with 250 hours, which was the standard in the past. It would be a financial and operational burden for these therapists to obtain an additional 250 hours of schooling. Therefore, staff is proposing to include authority for the City Manager to review the credentials of therapists with less than 500 hours of education and waive the requirement for a CAMTC certificate. Language is included to specify that the certificate may not be waived solely to avoid payment of fees.

The changes are shown in an attached redlined version of the draft ordinance.

IV. ENVIRONMENTAL REVIEW

The proposed amendments to the Zoning Ordinance were determined to be exempt from environmental review pursuant to §15061 of the Guidelines for the Implementation of CEQA.

This section states that CEQA only applies to *“projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA”*. The proposed ordinance amendments are in the interest of the general community welfare and are consistent with good zoning and planning practices. Any potential environmental impacts associated with the proposed impacts are considered insignificant. The amendments are consistent with the General Plan, the requirements of State Planning & Zoning Laws and the Solvang Municipal Code, Title 11.

V. ALTERNATIVES:

The City Council could provide direction and refer back to staff.

VI. FISCAL IMPACT:

None.

VII. ATTACHMENTS:

1. City Council Ordinance 16-__
2. Draft CEQA NOE

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 4 CHAPTER 10 OF THE MUNICIPAL CODE OF SOLVANG TO PROVIDE UPDATED REGULATIONS FOR MASSAGE THERAPY AND AMENDING TITLE 11 (ZONING ORDINANCE) OF THE SOLVANG MUNICIPAL CODE TO REGULATE THE LOCATION OF MASSAGE ESTABLISHMENTS

WHEREAS, the City Council of the City of Solvang seeks to implement AB 1147 by amending the Municipal Code to provide lawful regulations for massage therapy businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of Solvang to provide regulations regarding massage therapy businesses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOLVANG DOES ORDAIN AS FOLLOWS:

Section 1. Amendment.

Section 4-10-3 is hereby amended to read as follows:

4-10-3: STATE CERTIFICATION:

A. Any person practicing massage therapy in the city shall have a valid CAMTC certificate that is in full force and effect.

B. Notwithstanding subsection A of this section, any person who has in full force and effect a previously issued and valid business certificate from the city for a massage establishment shall obtain an CAMTC certificate prior to the expiration of their current valid city business certificate, except as follows. The City Manager is authorized to waive the requirement for a CAMTC certificate for massage therapists who do not meet the current CAMTC educational requirements, when the applicant can demonstrate a combination of education and experience which qualifies the applicant as a trained massage therapist. The CAMTC certificate requirement shall not be waived solely on the basis of economic hardship associated with payment of fees.

C. Massage establishments shall maintain on the premises and file at the city copies of or provide other evidence of the CAMTC certificates held by massage therapists and massage practitioners, the persons providing massage therapy at that business. (Ord. 11-295, 6-27-2011)

Section 2. Exemptions From CEQA.

The City Council finds, pursuant to Title 14 of the California Code of Regulations, section 15061 (b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project, which has the potential for causing a significant effect on the environment.

Section 3. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or effective. To this end the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date

This Ordinance shall be in full force and shall take effect thirty (30) days after its passage.

Section 5. Publication

Solvang is a Charter City and has adopted its own rules for summarizing and posting ordinance once they are adopted. The City Attorney will prepare a summary of this ordinance. The summary will be posted in three locations after adoption as directed in the Solvang Municipal Code. The City Clerk shall keep a true and correct copy of the full ordinance together with a record of the vote of each council member.

PASSED, APPROVED, AND ADOPTED this 11th day of July, 2016.

BY: _____
Jim Richardson, Mayor

ATTEST:

Lisa S. Martin, City Clerk

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

CITY OF SOLVANG)

I, _____, City Clerk of the City of Solvang, do hereby certify that the foregoing Ordinance had its first reading on _____, 2016 and had its second reading on _____, 2016 and was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BY: _____
Lisa S. Martin, City Clerk



ATTACHMENT 2

NOTICE OF EXEMPTION

To: County Clerk
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Project Title: Amendments to Title 4, Chapter 10 of the Solvang Municipal Code

Project Description: Review of proposed Ordinance Amendments to Title 4, Chapter 10 of the Solvang Municipal Code to Amend Regulations for Massage Establishments.

Specific Location: Citywide

Name of Public Agency Approving Project: City of Solvang

Name of Person or Agency Carrying Out Project: Arleen T. Pelster, Planning & Economic Development Dir.

Exempt Status: *(check one)*

- Ministerial [Sec. 21080(b)(1); 15268];
- Declared Emergency [Sec. 21080(b)(3); 15269(a)];
- Emergency Project [Sec. 21080(b)(4); 15269(b)(c)];
- Categorical Exemption. State type and section number:
- Statutory Exemptions. State code number:
- No Possibility of Significant Effect [Sec. 15061(b)(3)]

Cite specific CEQA Guideline Section: **§15061.** This section states that CEQA only applies to “projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA”.

Reasons why project is exempt:

The environmental impacts of the proposed amendments to Title 11 are insignificant. The proposed amendments are in the interest of the general community welfare and are consistent with the General Plan, the requirements of State Planning & Zoning Laws and the Solvang Zoning Regulations. The proposed amendments to Title 11 are consistent with good zoning and planning practices.

Lead Agency Contact/Phone: Arleen T. Pelster / 805.688.4414

Signature: _____ Date: _____ Title: Planning Director



**CITY COUNCIL
STAFF REPORT / CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Fred Lageman, Director of Parks and Recreation

MEETING DATE: July 11, 2016

DATE PREPARED: June 29, 2016

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES
OF SOLVANG AND BUELLTON IN THE AREA OF RECREATION**

I. RECOMMENDATION:

Approve Memorandum of Understanding (M.O.U.) regarding the joint efforts of providing mutual assistance in the development and operation of recreation programs between the Cities of Solvang and Buellton.

II. DISCUSSION:

Over the past thirteen years, the cooperative relationship between the Cities of Solvang and Buellton in the area of recreation services has been governed by a Memorandum of Understanding (M.O.U.) that has been renewed on an annual basis. The existing M.O.U. with the City of Buellton expires on June 30, 2016.

The cooperative working relationship that has grown out of the agreement has proven mutually beneficial to both Cities. The Cities wish to continue their cooperative efforts in the area of Recreation.

Attached for your consideration is the MOU with the City of Buellton, which has been modified for a term of five years rather than annual renewals. It may be terminated at any time with a 30-day written notice.

III. ALTERNATIVES:

Council can elect to revise or refuse the proposed M.O.U.

IV. FISCAL IMPACT:

None.

V. ATTACHMENTS:

A. Revised Memorandum of Understanding with the City of Buellton

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into effective as of July 1, 2016, by and between the City of Solvang, a California Municipal Corporation (“Solvang”) and the City of Buellton, a California Municipal Corporation (“Buellton”) (collectively, the “Cities”).

Recitals

Solvang and Buellton desire to enter into this MOU for the purpose of providing mutual assistance in the development and operation of recreation programs. It is the shared goal of both Cities to offer excellent parks and recreational opportunities in the spirit of cooperation rather than competition.

NOW, THEREFORE in consideration of the mutual promises contained in this MOU, Solvang and Buellton agree as follows:

Both Cities agree to provide mutual assistance and guidance in the cooperative development and operation of recreation programs. Assistance shall include, but shall not be limited to, staffing for joint recreational and leisure related activities, event registration intake and scheduling, joint program accounting of revenues and expenditures, access to and use of City facilities, use of City office facilities and related office equipment, shared use of recreation buses, shared responsibility for any major repair or maintenance items for recreation buses, and coordination of joint events, field trips, and activities.

The term of this MOU is for a period of five (5) years from the commencement date. Either party may terminate this MOU at any time, with or without cause, by giving 30 day written notice to the other party.

Both parties understand that the purpose of this MOU is to continue the cooperative development of recreation programs and to further recreation services in the Santa Ynez Valley through regional cooperation. Both parties affirm the mutual benefits of the existing relationship in the area of recreation services which may include youth and adult programs, excursions, sports leagues, enrichment classes, special events, and other recreational programs. Both parties recognize that residents of the unincorporated areas of the County of Santa Barbara make up a significant portion of participants in recreation programs administered by the two Cities. Efforts will be made in future agreements to secure County of Santa Barbara financial participation to cover residents of the unincorporated areas of the County.

The parties to this MOU shall comply with all acceptable State and local laws, statutes, codes, practices, regulations, and rules in effect during the term of this MOU

Buellton shall indemnify, defend, and hold harmless Solvang, and its officers, employees, and agents from and against any and all causes, actions, claims, liabilities, obligations, judgments or damages including reasonable attorney’s fees and costs of litigation arising from Buellton’s activities and performance of the services under this MOU excepting only those actions, claims,

liabilities, obligations, judgments or damages arising out of the negligence of Solvang.

Solvang shall indemnify, defend, and hold harmless Buellton, and its officers, employees, and agents from and against any and all causes, actions, claims, liabilities, obligations, judgments or damages including reasonable attorney's fees and costs of litigation arising from Solvang's activities and performance of the services under this MOU excepting only those actions, claims, liabilities, obligations, judgments or damages arising out of the negligence of Buellton.

No amendment to or modification of this MOU shall be valid unless made in writing and approved by each party's City Council.

In the event litigation or other proceedings are required to enforce or interpret any provisions of this MOU, the prevailing party in such litigation or other proceedings shall be entitled to an award of reasonable attorney's fees, cost expenses, in addition to any other relief to which it may be entitled.

This MOU is the final and exclusive expression of the parties with respect to the matters addressed and supersedes all other agreements or understanding whether oral or written prior to the execution of this MOU. No amendment or modification to this MOU shall be valid and binding unless in writing appropriately executed by the parties.

CITY OF BUELLTON

By: _____
Ed Andrisek
Mayor

CITY OF SOLVANG

By: _____
Jim Richardson
Mayor



**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Frank Saunders, Engineer Technician, and
Matt van der Linden, Public Works Director/City Engineer

MEETING DATE: July 11, 2016

DATE PREPARED: July 1, 2016

**SUBJECT: AWARD OF CONSTRUCTION AGREEMENT, FOR THE FY 2016/2017
PAVEMENT MAINTENANCE PROJECT, PW 082**

I. RECOMMENDATION:

1. Award a Construction Agreement with Berry General Engineering Contractors, Inc. in the amount of \$432,425 and authorize execution of the Agreement by the Mayor;
2. Authorize the City Manager to execute any change orders if within the contingency amount of \$15,000.

II. BACKGROUND:

The FY 2016-17 Pavement Maintenance Project No. PW 082 consists of various roadway repairs, installing concrete sidewalk, access ramps, concrete curbs & gutters, crack sealing, AC pavement dig-out repairs (by sawcutting and excavating, or by cold milling), disposal of AC grindings, parking lot slurry seal, traffic control, placement of traffic striping, markings and markers, and related work. The work will occur throughout the City as shown in the attached Project Location Map.

III. DISCUSSION:

Engineering Division staff received and publically opened the bids for this Project on Tuesday, June 14, 2016, at 2:00 PM. Berry General Engineering Contractors, Inc. was the apparent low bidder with a bid proposal of \$432,425. Several contractors contacted

the Engineering Division staff and indicated interest in the Project, but we received only two bids. A summary of bids is as follows:

No.	Contractor Name	Business Location	Bid Amount (\$)
1	Berry General Engineering Contractors	Ventura	\$ 432,425.00
2	CalPortland Construction	Santa Maria	\$ 537,355.00

The license and references of Berry General Engineering Contractors were checked and staff has found them to be in good standing. Berry General Engineering Contractors has furnished all of the necessary insurance and bond documents. After the award of the Agreement, a pre-construction meeting will be scheduled, and a “Notice to Proceed” will be issued by staff.

Staff recommends that the City Council award a Construction Agreement with Berry General Engineering Contractors in the amount of \$432,425. Staff further recommends that the City Council authorize execution of the Agreement by the Mayor, and authorize the City Manager to execute any change orders if within contingency amount of \$15,000.

IV. ALTERNATIVES:

The City Council could choose to reject all bids, and either cancel, postpone, or revise and re-bid the project.

V. FISCAL IMPACT:

Funding in the amount of \$454,000 for the FY 2016-17 Pavement Maintenance Project is available in the City’s Fiscal Year 2016-17 Budget in Account No. 204-2500-803-70603, 204-2500-803-70605, and 204-2500-803-70608, plus Account No. 100-1600-710-70612 for the work to be performed at Parking Lot 3 and the Veterans Memorial Hall Parking Lot. Construction management and inspection services will be performed in-house. The cost of the proposed Construction Agreement is considered reasonable. Funding for the recommended Construction Agreement of \$432,425 and contingency of \$15,000 is available.

VI. ATTACHMENTS:

1. Project Location Map
2. Construction Agreement



SHEET B-2
ACCESS RAMP
LOCATION MAP

PARKING LOT 3

SHEET B-1
ACCESS RAMP
LOCATION MAP

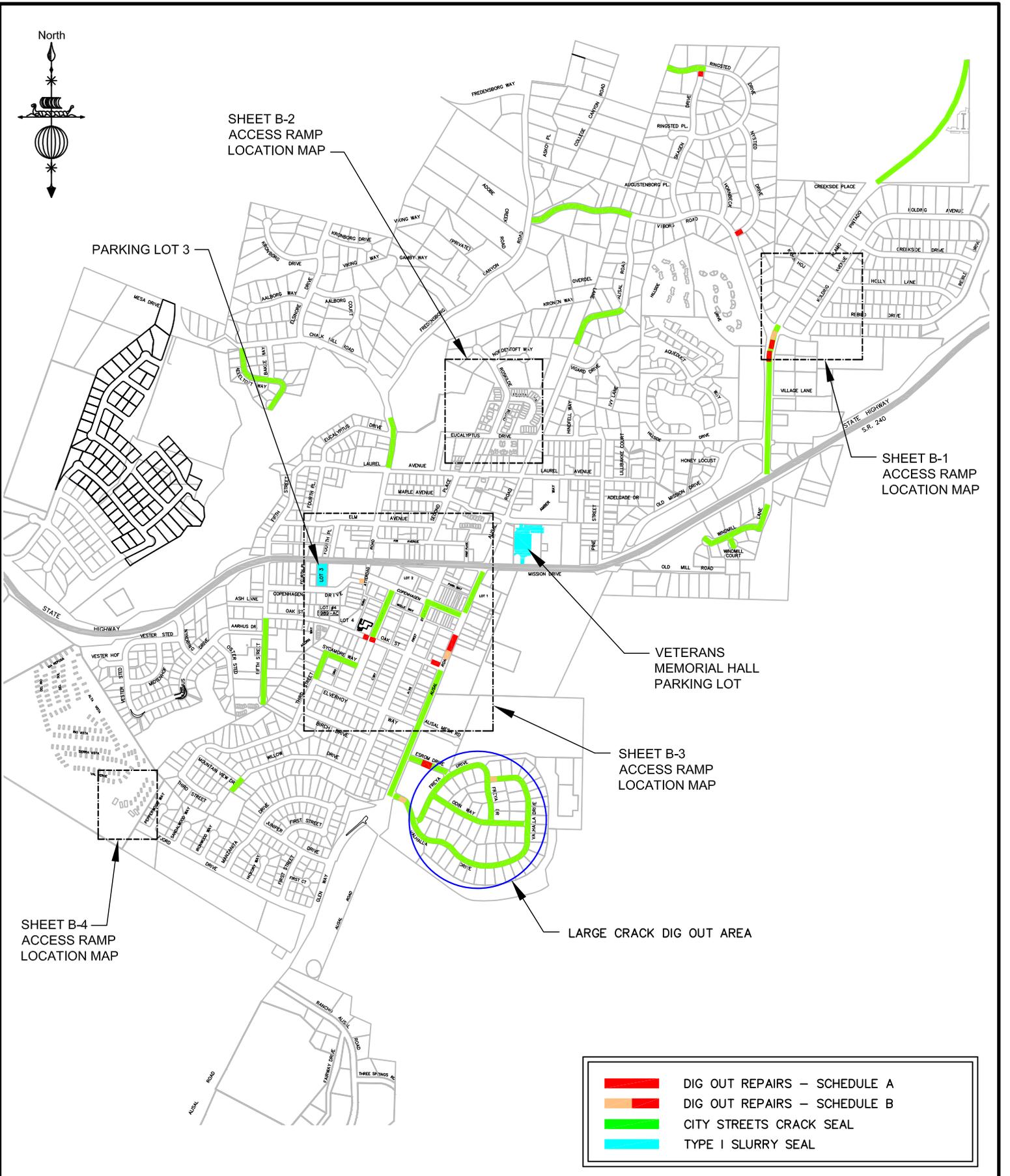
VETERANS
MEMORIAL HALL
PARKING LOT

SHEET B-3
ACCESS RAMP
LOCATION MAP

SHEET B-4
ACCESS RAMP
LOCATION MAP

LARGE CRACK DIG OUT AREA

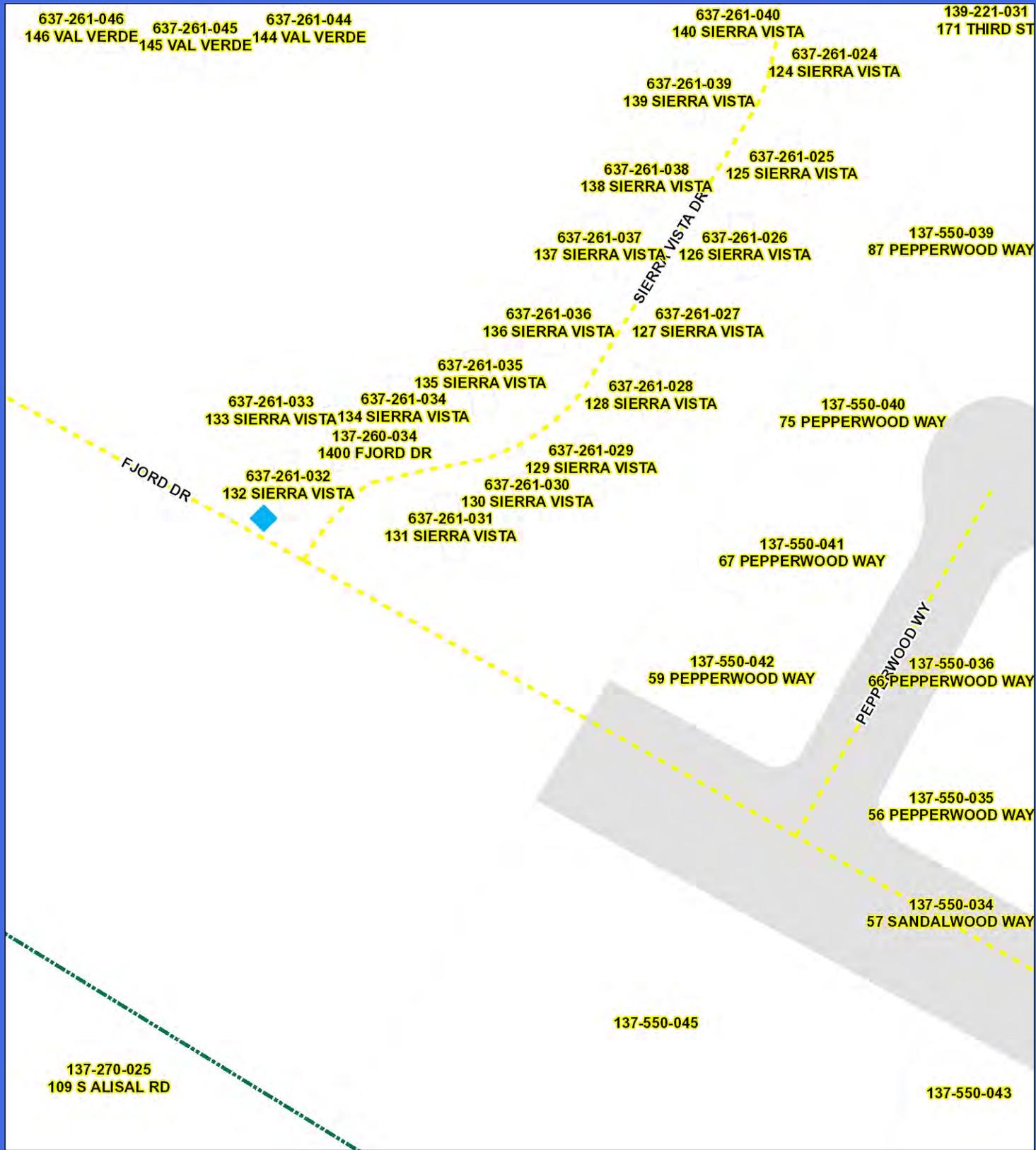
	DIG OUT REPAIRS – SCHEDULE A
	DIG OUT REPAIRS – SCHEDULE B
	CITY STREETS CRACK SEAL
	TYPE I SLURRY SEAL



DATE 3/22/16
 DESIGNED FMS
 DRAWN FMS
 CHECKED M.J.V.

Project: **FY 2016-17
PAVEMENT REPAIR PROJECT**
 Title: **PAVEMENT WORK LOCATION MAP**

SHEET: 1
 APPENDIX: A
 PROJECT NO.
PW 082



City of Solvang

Key to Features

-  City Boundary
-  Streets
-  Tax Parcels



Feet

0 42

State Plane California Zone V NAD 83
Santa Barbara County, California

Curb Access Ramp

Compiled on 04/29/2016

DISCLAIMER: This map is for reference only. Although every effort has been made to ensure the accuracy of information, errors and omissions originating from physical sources used to develop the database may be reflected on this map. No level of accuracy is claimed for the boundary lines shown hereon and lines should not be used to obtain coordinate values, bearings or distances.
Provided by zworldgis.com



City of Solvang

Key to Features

-  City Boundary
-  Streets
-  Tax Parcels



Feet

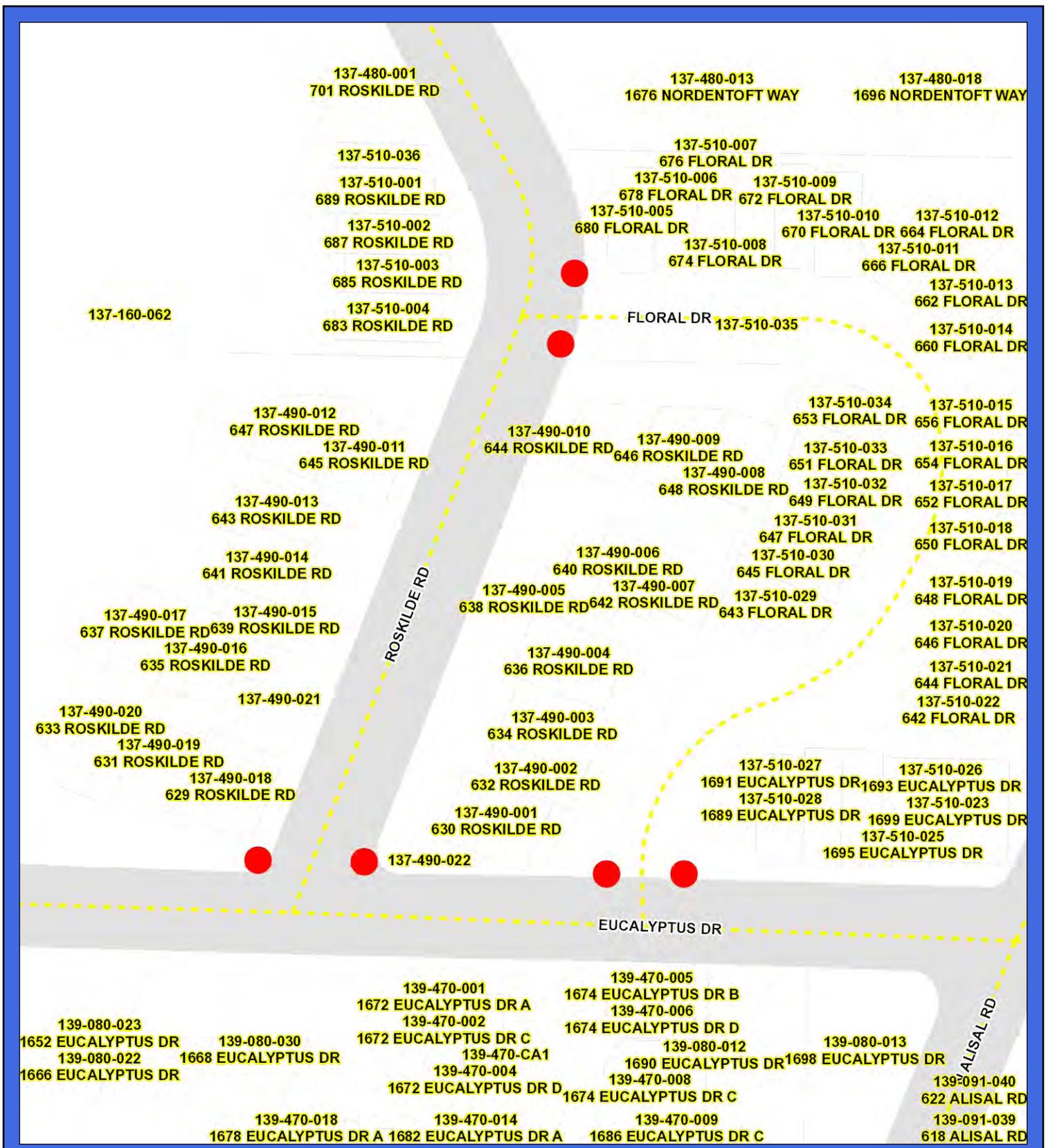
0 133

State Plane California Zone V NAD 83
Santa Barbara County, California

Curb Ramp & Sidewalk

Compiled on 04/26/2016

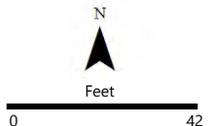
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Provided by zworldgis.com



City of Solvang

Key to Features

- City Boundary
- Streets
- Tax Parcels

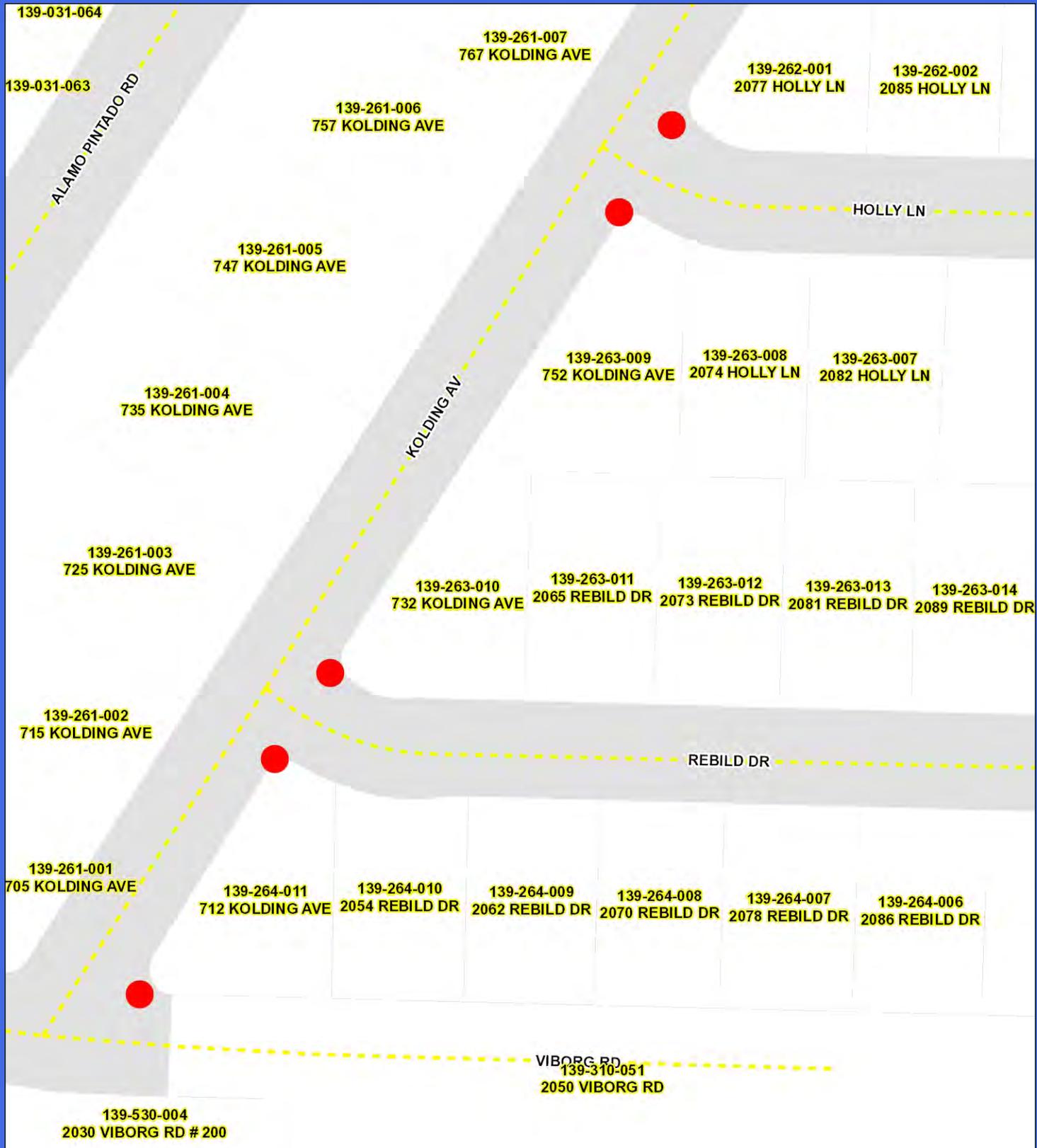


State Plane California Zone V NAD 83
Santa Barbara County, California

Curb Access Ramp

Compiled on 04/29/2016

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Provided by zworldgis.com



City of Solvang

Key to Features

-  City Boundary
-  Streets
-  Tax Parcels



Feet

0 42

State Plane California Zone V NAD 83
Santa Barbara County, California

Curb Access Ramp

Compiled on 04/29/2016

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Provided by zworldgis.com

B1 - CONSTRUCTION AGREEMENT

PROJECT: CITY OF SOLVANG – FY 2016-17 PAVEMENT MAINTENANCE PROJECT, PW 082

AMOUNT OF CONTRACT: \$432,425.00

THIS AGREEMENT, made and entered into this 11th day of July, 2016,

by and between the City of Solvang hereinafter referred to as "Agency", and **Berry General Engineering Contractors, Inc.**, hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS
HEREINAFTER SET FORTH, THE PARTIES DO HEREBY AGREE as follows:

ARTICLE I: GENERAL

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Agency, said Contractor agrees with said Agency to perform and complete in a workmanlike manner all work required under the Bidding Schedule of said Agency's Specifications entitled **FY 2016-17 PAVEMENT MAINTENANCE PROJECT, PW 082** in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary therefore, except such materials, equipment and services as may be stipulated in said Specifications to be furnished by said Agency, and to do everything required by the Agreement and the said Specifications and Drawings, for the sum of **\$432,425.00**, pursuant to the Bidding Schedule attached hereto and made a part hereof.

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; for all loss and damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said Agency and for completing the work in accordance with the requirements of said Specifications and Drawings, said Agency will pay, and said Contractor shall receive, in full compensation there for, the price named in the above mentioned Bidding Schedule.

ARTICLE III: CONSIDERATION

The Agency hereby employs said Contractor to perform the work according to the terms of this Agreement for the abovementioned price and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend and (2) indemnify the City of Solvang, and its elected officials, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the performance of the Contract. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of Solvang, the City of Solvang and its elected officials, officers, and employees, immediately upon submittal to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend City of Solvang. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of Solvang for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

(d) Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.

ARTICLE V: WAGES

The payment of prevailing wages are required on this project. The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Agency. Said general prevailing rates of per diem wages are hereby incorporated herein and made a part hereof. The Contractor agrees that he, or any subcontractor under him, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract. Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE VI: HOURS AND WORKING CONDITIONS

The Agency is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.

ARTICLE VII: COMPONENTS OF AGREEMENT

The Bid Information Sheet, Contractor's Proposal, Bid Bond, Information Required of Bidder, Faithful Performance Bond, Labor and Material Bond, Certificate of Compliance, Insurance Requirements for Contractors, Labor Provisions, Standard Specifications for Public Works Construction (latest edition), General Provisions, General Provisions Modifications, Special Provisions, Specifications, Drawings and all Addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

CITY OF SOLVANG

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk

CONTRACTOR

Printed Name

Signature

Title



**CITY COUNCIL
STAFF REPORT**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Sandra Featherson, Director of Administrative Services

MEETING DATE: July 11, 2016

DATE PREPARED: July 1, 2016

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT – WATER
AND WASTEWATER RATE STUDY**

I. RECOMMENDATIONS:

1. Approve a Professional Services Agreement with Bartle Wells Associates in the amount of \$55,165.
2. Authorize execution of the Agreement by the City Manager and authorize the City Manager to execute any change orders if within contingency amount of \$10,000.

II. BACKGROUND:

The current water and wastewater rates, implemented as part of a Proposition 218 process, have been in place since November 2011. The five year implementation of those rates ends in November 2016 and the City has issued an RFP for a Water and Wastewater Study. The intent of the study is to independently assess and evaluate the City of Solvang's existing water and sewer rates and connection fees. Recommendations should support the broad objective, which is to adequately fund water and sewer utility operations, capital costs, and bonded debt. The study will be based on a comprehensive review of the City of Solvang's water and sewer enterprise funds, budgets, customer classes, current usage data, 10 year Capital Improvement Program and future planned growth of the City of Solvang. With the rapidly increasing cost of storm water permit implementation, staff added a task in the Request for Proposals for the consultant to provide a technical memo on development of a possible funding mechanism for a storm water utility.

City staff does not possess the specialized expertise required to complete the Water and Wastewater Rate Study and therefore it is necessary to enter into a Professional Services Agreement to obtain the necessary services for successful completion of this project.

III. DISCUSSION:

The City Manager, in conjunction with the Public Works and Administrative Services Directors developed a Request for Proposal for the Water and Sewer rate study, and solicited proposals from consulting firms possessing the necessary capabilities to perform the services requested. On May 13, 2016 staff received five proposals. Proposals for professional services are not rated solely on costs but on a range of rating criteria. Staff reviewed and evaluated the proposals and Bartle Wells Associates was selected and determined to be well qualified to provide the requested services. The final scope of work and fee were negotiated for an amount of \$55,165.

The table below identifies all proposals and costs:

Consulting Firm	Cost
Water Consultancy	\$53,890
FCS Group	\$55,000
Bartle Wells Associates	\$55,165
Carollo	\$65,000
NBS	\$86,980

Staff recommends the City Council approve a Professional Services Agreement with Bartle Wells Associates in the amount of \$55,165 and authorize execution of the Agreement by the City Manager.

IV. ALTERNATIVES:

The City Council could choose to cancel or postpone the Water and Sewer Rate Study and not approve a Professional Services Agreement at this time.

V. FISCAL IMPACT:

Funding for the Water and Sewer Rate Study is approved in the City's Fiscal Year 2016-17 Budget in the following accounts:

500-5100-501-57024
501-5200-502-57024
501-5300-503-57024

The cost of the proposed consultant services is considered reasonable and consistent with the approved project budget.

VI. ATTACHMENTS:

- A. City of Solvang RFP Scope of Work
- B. Bartle Wells Associates RFP Proposal
- C. Professional Services Agreement

Request for Proposals 2016 Water and Wastewater Rate Study

Detailed Scope of Work

The consultant shall prepare and produce a detailed comprehensive Water and Wastewater Rate and Fee Study to enable the City to update its water and wastewater rates and connection fees to recover operation and capital costs of providing water and sewer service. The scope of work for the study shall include the following:

- Determine current and projected water and wastewater revenue for the next 10 fiscal years.
- Determine current and projected water and wastewater costs based on the City use, and the current Water and Wastewater 10-Year Capital Improvement Programs for the next 10 years.
- Allocate costs between usage rates and connection fees.
- Review of existing customer classes and suggestions for changes to clarify/simplify classes of service.
- Allocate costs among customer classes such as commercial, residential, medical, etc.
- Develop water and wastewater rate/fee structures to enable the City to recover costs equitably and in compliance with Prop 218.
- Develop modifications to the City's Code to address water and wastewater rates and fee issues.
- Recommend rate structures that consider and make provision for the following factors:
 - Current and future cost of providing water and wastewater service with established and anticipated standards and regulations.
 - Projected demands. Connection/capacity impact fees for new customers.
 - Funding requirements for all current long term liabilities and debt obligations.
 - Existing two tiered water rate structure.
 - Monthly Fire Connection charge.
 - Other impacts as identified.
- The consultant shall develop water and wastewater rate models in Microsoft Excel—or other commonly available software—that include monthly service charges, usage charges, and connection capacity charges segregated by customer type (single-family, MFD, commercial, etc.) to support the revenue requirements for the capital improvement programs and operating budgets. The consultant will work with staff to use this model to review the suggested rate/fee structure scenarios.
- The recommended rate/fee structures shall provide direct identification of revenues appropriated to major funded activities and infrastructure.
- The recommended rate/fee structures shall be consistent with industry practice for established rates in California and comply with Prop 218 and the Revenue Program Guidelines by the State of California Water Resources Control Board.
- The final report shall provide at least two recommended rate/fee alternatives based upon standard rate practice that meet the criteria above and make a recommendation as to which one best meets the criteria. Include recommendations for any adjustment to the City's existing two-tiered rate structure.
- The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers.

- Justifications for any special classes of customers under the recommended rate structure shall be demonstrated.
- The recommended rate structure shall result in no decrease in stability of the revenue stream to the Water and Wastewater Funds, as compared to the current structure.
- Consideration should be given to funding past and future depreciation (replacement of facilities).
- The recommended rate structure must be easy to administer and understand, by both the customer and the City, and be consistent with all Federal, State, and Local regulations.
- The recommended rate structure shall be planned for at least ten years.
- The revenue program must reflect a rate structure that is tailored to meet the specific needs of the City.
- Include recommendations for Water and Wastewater Fund reserves funding levels, possibly including emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, and others as may be appropriate.

Following completion of the Water and Wastewater Rate Study, develop a Stormwater Utility Funding Technical Memo. Perform research on the three most common municipal Stormwater Utility funding mechanisms. Review costs associated with the City's Stormwater Management Program, NPDES Permit requirements, and 10-Year Stormwater Capital Improvement Program. Develop a recommended Stormwater Utility funding plan, and present all information, findings and recommendations in a Technical Memo.

The successful firm will provide the City with a detailed list of information required to complete the study. The City will provide the information and records and arrange for management personnel to meet the firm's personnel, once an agreement has been executed between the City and the firm. All requested statistical and financial City reports will be submitted to the requestor in Excel and/or PDF format. The successful firm is expected onsite for an initial kickoff meeting to review the data available and commence the study. Subsequent onsite visits may be necessary. The complete draft report shall be submitted to the City within 6 months after award of contract. The City recognizes that performance by consultant is dependent upon performance by City and shall make schedule adjustments to reflect any delays caused by City.

The consultant shall attend two progress meetings with City staff at appropriate project milestones. Following review of the draft Study by City staff, consultant shall incorporate and/or address all staff comments. Then the consultant shall attend an initial City Council meeting presenting the first draft Study. Based on City Council comments and direction from City staff, consultant shall develop a second draft Study and submit to staff for review. Following review of second draft Study by City staff, consultant shall incorporate and/or address all staff comments. Then the consultant shall attend a second City Council meeting and presenting the second draft Study. Based on City Council comments and further direction from City staff, consultant shall finalize the Study and submit the Final Study to the City. Consultants shall be available to attend the City Council meeting in which the Final Study is submitted to Council.

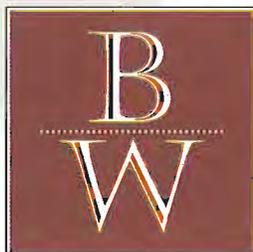
Four hard copies and one PDF copy of the first and second draft Studies shall be provided. Ten (10) bound copies, one unbound copy, and the electronic files in Microsoft Word format, of the final report shall be submitted to City within 30 days of receipt of City final comments. In addition, the selected firm shall provide the City with an easy to use electronic rate model in MS Excel which can be readily controlled to take into account alternative scenarios before final payment is made.

City of Solvang



PROPOSAL FOR A Water and Wastewater Rate Study

May 13, 2016



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
T: 510-653-3399
www.bartlewells.com

May 13, 2016

Office of the City Clerk
City of Solvang
1644 Oak Street
Solvang, CA 93463

Re: Request for Proposals Water and Wastewater Rate Study

Bartle Wells Associates is pleased to submit this proposal to develop a Water and Wastewater Rate Study for the City of Solvang. Our firm specializes in providing utility rate consulting and independent financial advisory services to California water and wastewater agencies. We have extensive expertise developing long-term financial plans, utility rates, and development impact fees for a wide range of agencies.

Major objectives of the rate study are:

- **Meet the cost of service:** the City's water and wastewater systems are operated as enterprise funds and is wholly supported by rates. The rates must be sufficient to meet costs.
- **Maintain the financial health of the City's water and wastewater enterprises:** Concurrent with meeting basic operating costs, our rate study will develop a plan to maintain the financial health of the water and wastewater systems including meeting debt coverage requirements, planning for capital replacements, and building emergency reserves. Recommend rates will be designed to maintain the stability of revenues.
- **Involve the public:** Our rate study process is to meet with the City and the public early in the project to receive input and understand the community's needs. BWA is comfortable meeting with concerned ratepayers to explain the need for water and wastewater rate changes. Our final recommendations will be easy to understand and implement.
- **Provide alternatives:** BWA will provide at least two recommended rate/fee alternatives based on industry standard rate setting practices. Recommendations will provide a cost of service justification for the City's existing or recommended tiered water rates.

Bartle Wells Associates was established in 1964 and we have served over 500 public agencies. Throughout our years in business, we have helped cities modify their existing rate structures to provide a better balance of revenue stability and conservation incentive. We also serve as independent financial advisors and can advise the City on meeting bond covenants.

We are very interested in working with the City on this project and hope this proposal provides a suitable basis for our selection. Doug Dove is the firm President and authorized representative. Please direct correspondence to:

Douglas R. Dove
Bartle Wells Associates
1889 Alcatraz Avenue
Berkeley, CA 94703
ddove@bartlewells.com
(510) 653-3399, ext. 110

Sincerely,

A handwritten signature in black ink, appearing to read "Doug R. Dove". The signature is fluid and cursive, with the first name "Doug" and last name "Dove" clearly distinguishable.

Doug Dove, PE, CIPFA
President

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BACKGROUND AND EXPERIENCE



BARTLE WELLS ASSOCIATES

Bartle Wells Associates (BWA) is an independent financial advisor to public agencies with expertise in water and wastewater rates and finance. Our firm was established in 1964 and is owned and managed by its principal consultants. We have nearly 50 years of experience advising local governments on the complexities and challenges in public finance. We have advised over 500 public agency clients in the western United States. We have a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

Bartle Wells Associates has a stable, well-qualified professional team. Our education and backgrounds include finance, civil engineering, business, public administration, public policy, and economics. The firm is owned and managed by its principal consultants who have been with the firm for many years.

PROFESSIONAL SERVICES

BWA specializes in three professional services: utility rate and fee studies, financial plans, and project financing. We are the only independent financial advisor providing *all three* of these interrelated services to public agencies.



RATE AND FEE STUDIES Our *rate studies* employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. We develop practical recommendations that are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. We also have extensive experience developing impact fees that equitably recover the costs of infrastructure required to serve new development. BWA has completed hundreds of water and wastewater rate and fee studies. We have helped communities implement a wide range of

water and wastewater rate structures and are knowledgeable about the legal requirements governing rates and impact fees including Proposition 218 and Government Code 66000. We develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for our recommendations.



Our offices are located in Berkeley, in a circa 1900 Victorian Building.

FINANCIAL PLANS Our *financial plans* provide agencies with a flexible roadmap for funding long-term operating and capital needs. We evaluate the wide range of financing options available, develop a plan that recommends the best financing approach, and clearly identify the sources of

revenue for funding projects and repaying any debt. We also help agencies develop prudent financial

policies, such as fund reserve targets, to support sound financial management. BWA has developed over 2,000 water and wastewater enterprise financial plans to help public agencies fund their operating and capital programs, meet debt service requirements, and maintain long-term financial health.

PROJECT FINANCING Our *project financing* experience includes over 300 bond sales and numerous bank loans, lines of credit, and various state and federal grant and loan programs. We generally recommend issuing debt via a competitive sale process to achieve the lowest cost financing possible. To date, we have helped California agencies obtain over \$5 billion of bond financing, \$350 million in low-rate SRF loans and grants, and hundreds of millions in bank loans and lines of credit. We work only for public agencies; we are independent financial advisors and do not buy, trade, or resell bonds. Our work is concentrated on providing independent advice that enables our clients to finance their projects on the most favorable terms—lowest interest rates, smallest issue size, and greatest flexibility.

Bartle Wells Associates is a charter member of the **National Association of Independent Public Finance Advisors (NAIPFA)**, which establishes strict criteria for independent advisory firms. All of our lead consultants are *Certified Independent Public Finance Advisors*.



Bartle Wells Associates is committed to providing value and the best advice to our clients. Our strength is *quality*—the quality of advice, service, and work we do for all our clients.

FIRM ORGANIZATION Although we consider ourselves a small business, we are one of the largest utility rate consulting firms in California since we specialize exclusively in utility finance. All of our staff members are knowledgeable about public finance and come from diverse backgrounds. All staff work out of a single office in Berkeley, California.

Professional Staff			Years	Years of
Name	Title	Academic Background	With BWA	Professional Experience
Douglas R. Dove*	Principal Consultant	Civil Engineering	27	29
Alex Handlers*	Principal Consultant	Public Administration	18	25
Catherine Tseng*	Senior Financial Analyst	Urban Planning	9	11
Alison Lechowicz*	Senior Consultant	Public Administration	7	9
Michael DeGroot	Financial Analyst III	Business Administration	3	3

*Certified Independent Public Finance Advisor, and professional member of the National Association of Independent Public Finance Advisors

We remain available to provide support services as needed for the City. All BWA staff have experience drafting Proposition 218 notices and presenting at public hearings.

BUSINESS CONTACT INFORMATION

Bartle Wells Associates
1889 Alcatraz Ave., Berkeley, CA 94703
Telephone: 510.653.3399
Fax: 510.653.3769
Website: www.bartlewells.com

Staff to be Assigned to Project

Principal In-Charge

Doug Dove, CIPFA
Tel: 510.653.3399, ext. 110
E-mail: ddove@bartlewells.com

Financial Analyst III

Michael DeGroot
Tel: 510.653.3399, ext. 114
E-mail: michael@bartlewells.com

Bartle Wells Associates was established in 1964 and is a California Corporation and certified State of California Small Business. The Federal ID number is 94-1664409. BWA is also a certified Small, Local, Emerging Business by Alameda County; certification number 03-90344.

APPROACH TO RATE STUDY

GENERAL APPROACH

BWA uses a team approach for all projects, typically assigning two or three consultants to each assignment, including at least one principal consultant. All project staff members, from the most senior partners to financial analysts, are available to clients at all times. We do this to ensure that someone knowledgeable about your project is available when you need them, whether for a phone call or meeting. Our approach focuses on communication. By maintaining frequent contact, the consultant-client project team can stay on task and meet shared benchmarks along the way. Throughout the process, BWA will meet as needed to review progress and receive feedback on interim deliverables.

Additionally, by keeping communication lines open with our clients, we're able to track and manage contract costs more actively. We have a well-earned reputation of staying on-track, on-time and on-budget. We submit monthly billing invoices with a brief description of services provided, services remaining, and project status. Our "not-to-exceed" is our promise to complete the job as described in the scope of services.

Key Issues

We have identified the following key issues relating to the rate studies based on our review of the RFP and prior experience developing rate and fee study:

- The updated rates will be based on industry standard cost-of-service principles.
- Each utility enterprise will be evaluated independently and thoroughly.
- Quality assurance is very important, so frequent communication and an iterative review of the project deliverables is essential before final submittal to the City.
- Effective project management is also very important to the success of the project. The project manager will communicate effectively and frequently with City staff. Regular progress reports showing the status of the project and the budget, the work completed to date and the work remaining to be completed will be prepared.
- Meetings will be run professionally with meeting agendas prepared before the meetings and minutes prepared and distributed within five working days following the meeting.
- The final rate studies and computer models will be easy to understand and legally defensible.

SCOPE OF SERVICES

This section presents a draft scope of services that we believe forms a sound basis for completing this assignment. We have included scope items for both the water and wastewater rate study. Bartle Wells Associates will work with the City to finalize a scope of services that meets the City's objectives and schedule.

TASK A. PROJECT INITIATION & DATA COLLECTION

1. Project Team Orientation

To initiate our work, hold a conference call with City staff and others as appropriate, to accomplish the following:

- Identify members of City staff, Council subcommittees, engineering consultants, and other consultants/advisors who will participate in the project.
- Determine the roles and responsibilities of all project participants.
- Identify other parties that may have a significant interest in the project, such as community groups, business organizations, and large customers.
- Establish project schedule and key milestone dates.
- Confirm the key goals and expectations of the project team.

2. Investigation and Data Collection

Assemble the information necessary to understand the City's utility systems, finances, customers and usage, rate and fee structures, and legal agreements with other agencies. Assistance and cooperation of City staff will be needed to assemble the relevant background information. The objectives of investigation and data collection are to develop a complete understanding of the water and wastewater enterprises and their finances, and to reach an agreement on basic assumptions to be used in the study.

Task A Deliverables Include:

- Project kickoff meeting
- List of project goals and objectives
- Final project schedule and budget
- Project team contact list
- List of key assumptions and alternatives underlying the utility rate and fee studies

TASK B. 10-YEAR UTILITY ENTERPRISE FINANCIAL PLANS

1. Develop Forecasts and Projections

Based on evaluation of the data assembled and input provided by staff and other members of the project team, prepare forecasts and projections to be used in the development of financial projections for the City's water and wastewater systems. Develop projections for the following areas (and others as appropriate):

Growth and Development/Redevelopment: Evaluate historical growth trends and develop appropriate and conservative assumption for future development and redevelopment that can be incorporated into the financial plan/rate model. Demonstrate effect of financing assumptions of faster and slower growth rates.

Cost Escalation Factors: Review historical cost trends and work with project team to develop reasonable cost escalation factors for both operating and capital expenditures. Work with staff to estimate potential new operating costs, such as new O&M costs related to planned capital improvements, or costs for complying with future permit requirements.

Long-Term Capital Repairs & Replacements: Based on input from City staff, determine a reasonable amount to include for future, ongoing capital repairs and replacements for each of the City's utilities. BWA often recommends that agencies phase in funding for long-term system rehabilitation as rates are gradually increased.

Water Demand, Supply, & Cost: With City input, forecast water demand, future conservation projections and sources of supply. Evaluate alternative water supply and cost scenarios as warranted.

2. Evaluate Financing Alternatives for Capital Improvements

Evaluate options for financing proposed capital improvement projects. Our evaluation will:

- Estimate the amount and timing of any debt, if needed, to finance capital projects.
- Evaluate the alternative borrowing methods available including bonds, COPs, state and federal loan programs, bank loans and lines of credit, and other options.
- Recommend the appropriate type of debt, its term and structure.
- Develop possible combinations of financing methods, such as cash and debt, and a mixture of borrowing options.

3. Establish Prudent Minimum Fund Reserve Targets

Establish prudent minimum fund reserve targets based on the City's operating and capital funding projections. Develop an implementation plan for achieving and maintaining the recommended reserve funds.

4. Develop 10-Year Cash Flow Projections

Develop cash flow projections showing the financial position of the City's water and wastewater enterprises over the next 10 years. The cash flows will project fund balances, revenues, expenses, and debt service coverage, and will incorporate the forecasts developed with staff input, including funding

needs for future repairs and replacements. After developing a base-case cash flow scenario, we can develop alternatives for additional evaluation such as capital project alternatives, project financing alternatives, the impacts of different levels of growth, and the impacts of various levels of water conservation, etc. During this phase, BWA will work closely with the project team to develop financial and rate projections under alternative scenarios. BWA typically recommends that rate increases be phased in over time to minimize the annual impact on ratepayers.

5. Evaluate Rate Increase Options

Based on the cash flow projections, determine the annual revenue requirements for each of the City's utility enterprises and project required utility rate increases. Evaluate the financial impact of various rate adjustment alternatives, such as phasing in required rate increases over a number of years. If appropriate, develop a reduced rate alternative for each utility and evaluate impacts on the City's ability to fund capital projects.

6. Review Existing Financial Policies & Recommend New Policies as Appropriate

Review the City's existing financial and/or rate policies relevant to the City's utility enterprises. Discuss potential policy modifications and/or other policies that the City may want to consider adopting to help provide policy guidance for long-term financial health.

Task B Deliverables Include:

- Summary of 10-year capital improvement funding needs for each of the City's utilities along with identification of capital project alternatives for evaluation
- Evaluation of financing alternatives for capital improvements and recommended financing approach or approaches
- Survey of fund reserves of other regional and/or comparable agencies
- Recommendation for minimum fund reserve targets
- 10-year financial projections and financial plan along with all supporting tables
- Identification of alternative rate increase scenarios for City evaluation
- Meet with City to present findings, discuss alternatives, gain input, and develop preliminary recommendations

TASK C. UTILITY RATE STRUCTURE ALTERNATIVES

1. Review the City's Existing Utility Rate Structure

Review the City's existing utility rate structure and discuss advantages and disadvantages compared to other rate approaches for each utility. Summarize and discuss finding with the City's project team.

2. Conduct Rate Survey of Comparable Agencies

Review and summarize water and wastewater rates of other regional and/or comparable agencies. Summarize results in easily understandable tables and/or charts.

3. Analyze Utility Consumption Data

Evaluate current and historical water and wastewater usage, utility billing data, and production data to determine reasonable and conservative estimates of demand to use in developing rate options. Water use can fluctuate from year to year depending on various factors such as weather and local and regional conservation efforts. Ideally, we would prefer to analyze 3 years of utility billing data in order to determine slightly conservative demand projections.

Residential wastewater flows can be estimated based on historical metered water consumption during the wettest winter months (typically December through March), when customers typically use minimal to no water for landscape irrigation.

4. Identify Rate Structure Modifications & Alternatives

Identify alternative rate structures or modifications to the City's existing water and wastewater rates designed to improve equity and/or better achieve City objectives. For each utility, discuss pros and cons of different rate structure options and their general impacts on different types of customers. Rate structure options will be refined as the study progresses based on input from the City's project team. Some potential rate structure modifications may include the following:

- Changes to fixed vs. revenue charges and revenue recovery
- Revisions to the number of water rate tiers, tier breakpoints, and/or tier steepness
- Potential modifications to ensure equity between residential and non-residential rates
- Breakout costs or surcharges for debt service, capital improvements (waterline replacement), water purchases etc. or passthroughs of inflation or imported water costs as allowed by Proposition 218
- Volume based wastewater rate for residential households
- Irrigation allowance for estimated wastewater flow

5. Allocate Costs to Billing Parameters for Each Utility

For each utility, identify parameters for equitably allocating costs. Allocate revenue recovery targets identified in the financial plans to appropriate rate parameters to determine the underlying unit charges that will be used to calculate rates. Apply the underlying unit rates to the utility loading profiles of each customer class to ensure rate equity between different types of customer classes.

Develop Preliminary & Final Rate Recommendations

Based on the rate analyses and the financial plan update, develop draft rate recommendations. The recommendations can include a multi-year phase in of both overall rate increases and proposed rate structure adjustments. Review preliminary recommendations and key alternatives with the City's project team. Based on input received, develop final draft water and wastewater rate recommendations.

Final rate recommendations will be designed to a) fund each utility's long-term costs of providing service, b) be fair and equitable to all customers, c) provide a prudent balance of revenue stability and conservation incentive, and d) comply with the substantive requirements of Prop. 218. Based on input from staff, develop a plan for implementing any rate structure modifications and/or rate adjustments.

6. Evaluate Rate Impacts on City Customers

Calculate the rate impacts of each rate alternative on a range of utility customers (e.g. different customer classes, customers with different levels of water or wastewater use, etc.) Work with the project team to identify customer and usage profiles to use for calculating the rate impacts. Discuss additional rate structure adjustments that may reduce the impact on certain customers if warranted and/or requested by the project team.

7. Compliance With Proposition 218

BWA remains available to assist the City with drafting the Prop. 218 rate notice. BWA recommends the notice go beyond the minimum legal requirements and provide clear and concise explanation of the reasons for any rate adjustments. We have found that ratepayers are generally much more accepting of rate increases or rate structure modification when they understand the reasons underlying the changes.

Task C Deliverables Include:

- Utility rate surveys
- Independent evaluation of existing utility rate structures
- Analysis of utility billing data
- Identification of rate alternatives and their impacts
- Meet with City to present findings, discuss alternatives, gain input, and develop preliminary rate structure recommendations

TASK D. CONNECTION FEE ANALYSIS

1. Review Current Connection Fees

Review the City's current connection fee resolution/ordinance, master plan, capital improvement plan, as well as policies and procedures used by the City to implement the connection fee.

Review user categories, cost allocations, flows and loadings, and growth projections for the City of Solvang. Work with the City to identify objectives for a new or modified capacity fee for the City's enterprises.

2. Conduct Survey of Local Connection Fees

Review and summarize connection fees of other local and comparable agencies. Summarize results in easily understandable tables and/or charts.

3. Prepare a User-Friendly Connection Fee Excel Model

The model will enable the City to alter the capital improvement program and other factors to examine the resulting impact on rates. BWA will remain available to present and defend the rate model.

4. Evaluate Alternative Connection Fee Methodologies

Identify and evaluate alternative methods for calculating the connection fee (such as buy-in to existing facilities and/or a fee for expansion of facilities). Discuss advantages and disadvantages with the City's project team and determine a recommended approach.

5. Determine Current Value & Capacity of Wastewater Assets

Calculate the current value of the City's existing water and wastewater assets. The current value is generally calculated by adjusting the original or depreciated value of each facility or asset into current dollars using the Engineering News-Record Construction Cost Index, a widely-used measure of construction cost inflation. Also determine the capacity of new facilities, if appropriate.

6. Allocate Capital Program Costs to Current & Future Users

Equitably allocate capital improvement costs and existing asset value to existing and future customers based on input from City staff and/or its consulting engineers. Some projects may entirely benefit one group while others will provide a portion of benefit to both correct existing system deficiencies and provide new capacity for growth.

7. Develop Connection Fee Recommendations

Based on appropriate and technically sound methodology, recommend revisions to the current connection fee based on the data developed above. Review fee for compliance with Government Code Section 66000 et. seq. (AB1600).

8. Recommend a Method for Future Annual Indexing of the Connection Fee

Recommend a method to annually or periodically adjust capacity fees and miscellaneous charges so they keep aligned with future costs. For example, capacity fees can be adjusted annually based on the change in the Engineering News-Record's Construction Cost Index, a widely used measure of construction cost inflation.

Task D Deliverables Include:

- A review of the current connection fees
- A survey of regional connection fees
- An evaluation of connection fee methodologies
- Preliminary and final calculation of the wastewater connection fee
- A user-friendly connection fee model in excel

TASK E. STORM DRAIN FINANCIAL PLAN & TECHNICAL MEMO

1. Analysis of Storm Drain Usage and Annual Costs

Analyze storm water flow records, cost information, revenue requirements, and other information available regarding storm water financing. Analyze the costs and revenues associated with various property classifications including residential, commercial, and industrial.

Allocate costs to various classes in an equitable manner. The most common method of demonstrating this nexus is to base the fees on the estimated stormwater runoff from each property. When treatment of the stormwater is required, the fees are also based on the estimated concentration of pollutants in the runoff. Our approach to setting the stormwater utility fee would be to first split stormwater program costs into flow and quality related costs.

Flow related costs would include capital improvements which are sized by volume of flow and billed based on landuse type and parcel size. Quality related costs could be recovered via a quality coefficient

assigned by land use code. Parcel and land use information would be drawn from the City's GIS system and/or the county assessors' database.

2. Review Capital Improvement Program & Financing Methods

Review the capital improvements required for storm drainage and the alternative financing mechanisms available for financing the required capital improvements, discussing the general and practical limitations, and costs applicable to each method.

3. Review of Alternative Storm Drain Rate Structures

Review alternative storm drain rate structure, including the following:

- Rates tied to property area and surface permeability
- Rates based on improvement foot print area
- Flat rates
- Other

Discuss the advantages and disadvantages of each with respect to accomplishing the City's goals for the rate study. Discuss the impacts of proposition 218 on the various rate elements.

Review the need for voter approval of any proposed rate increase and a strategy for seeking such approval. Meet with City staff to discuss our findings and to gather input for development of the preliminary rate recommendations.

4. 10-Year Cash Flow

Establish an appropriate level of capital reserves and replacements. Project an adequate level of annual operation and maintenance expenses as well as establishing a reasonable operating reserve, such as a percentage of O&M expenses.

5. Rate Recommendations

Based on the analysis of current rates and charges, anticipated expenses, and the rate structure alternatives discussed above, recommend an equitable system of storm drain rates for various classes of customers. Discuss with staff and incorporate comments and suggestions as necessary. Develop final rate recommendations in consultation with the City.

6. Financing District or Community Vote

BWA will assist the City in developing an implementation plan for the creation of a financing district and/or community vote in order to charge parcel-based stormwater fees. During this task we will develop an engineer's report (or technical memo) to support the nexus between the amount of the storm drain fee and costs incurred by the City.

Task E Deliverables Include:

- Review of CIP and financing mechanisms
- Review of alternative stormwater rate structures
- 10-year cash flow
- Rate recommendations
- Technical memo

TASK F. MEETINGS, PRESENTATIONS, REPORTS, & FINANCIAL MODEL

1. Meetings (5 meetings including 2 progress meeting, 2 City Council presentations, plus attendance at the Proposition 218 hearing)

Meet with the City’s project team to present and present findings, discuss alternatives and their impacts, gain ongoing input, and develop and hone recommendations.

2. Prepare Draft & Final Reports & Present Findings

Submit a draft summary report for City review and feedback. The report will summarize key findings and recommendations and discuss key alternatives when applicable. Receive input on draft report from the City’s project team. Prepare final reports incorporating input received.

3. City Council Workshops (2 presentations plus attendance at the Prop. 218 Rate Hearing)

Develop a PowerPoint presentation and present findings, recommendations, and alternatives to the City Council. Revise the PowerPoint presentation as needed and present final draft recommendations. The presentation will provide brief background and study objectives, make a clear case why rate increases are needed, describe the rate structure (and potentially key alternatives, show rate impacts on various customer profiles, present findings of the rate survey, and discuss related financial and policy recommendations. Council input will be incorporated into final recommendations and the final report. BWA will also attend the Prop. 218 Rate Hearing and provide a summary presentation, if desired.

4. Develop a User-Friendly Rate Model

Develop a simple and straightforward Excel-based financial and rate model to enable the City to evaluate financial scenarios and project future utility rates. The model will enable City staff to update financial information and key assumptions, and evaluate the impacts of various rate increase alternatives on fund reserves, debt service coverage ratios, and customer bills. BWA has developed numerous rate and financial models for utility enterprises. We have found that keeping a model as straightforward as possible, without unnecessary complexity, can increase the model’s usability and improve effectiveness as an in-house planning tool.

Task F Deliverables Include:

- Draft and final reports summarizing key findings, alternatives, and recommendations
- PowerPoint presentation summarizing key findings, alternatives, and recommendations for Council Workshops
- Summary PowerPoint presentation for the Prop. 218 Rate Hearing, if appropriate
- User-friendly financial and rate models for each utility in Excel
- Attendance at 5 meetings total including the initial kickoff meeting and City Council presentations
- Presentations at 2 Council Workshops plus a summary presentation at the Prop. 218 Rate Hearing

PROJECT TEAM

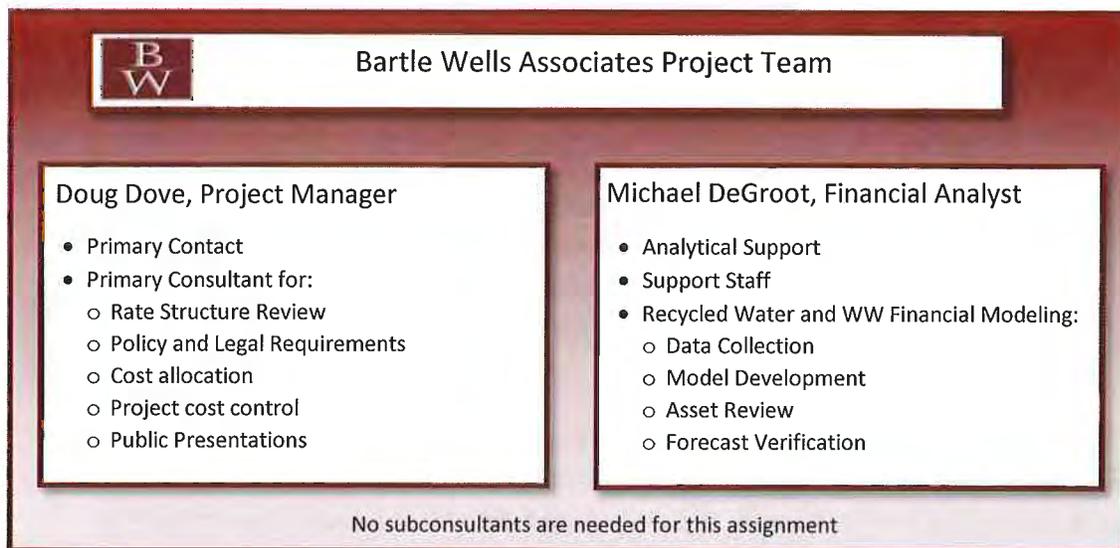
With our firm's completion of over 3,000 assignments and 500 California clients, we have substantial experience and knowledge to draw upon and are well qualified to conduct all work in-house, and will not require any subcontractors. As such BWA proposes to assign Doug Dove, president of the firm, as project manager and principal-in-charge for this engagement. Doug will be assisted by Michael DeGroot, a financial analyst.

Doug is President of BWA and a principal consultant with over 25 years of professional experience, specializing in all areas of public finance, including utility rate setting, capacity fee implementation, strategic financial planning and bond marketing. Mr. Dove assists public agencies in conducting utility rate and development impact fee studies, evaluating financing alternatives for capital projects, and securing project financing.

Michael has been a financial analyst with BWA for three years. He is an expert in providing analytical support and the evaluation of financial impacts, and he is exceptional at developing projections. He specializes in financial modeling, budget analysis, rate setting, and working closely with team members and agency staff to develop realistic, long-term financial plans.

In general, all tasks will be completed by BWA, and no subconsultants are needed for this assignment. To outline duties more specifically, Doug will oversee all work, be the District's day-to-day contact person and lead all workshops. Michael will provide project support, in-depth analysis and work closely with Doug and City staff to develop recommendations. The BWA team will complete the analysis and develop recommendations for City staff to review and comment based on likely scenarios. Together in this manner, the BWA/City team will develop rate adjustment options to present to the Council.

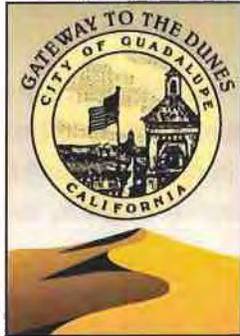
Summaries for Doug and Michael are presented on the following pages with full resumes presented in the Attachment. Based upon the District's needs, we propose to assign Doug and Michael to the following task subject areas:



REFERENCES AND EXPERIENCE

Provided below is a sampling of BWA's experience in conducting water and sewer rate studies. Additional references will be provided upon request.

City of Guadalupe



The City of Guadalupe is located at the Northwestern corner of Santa Barbara County, CA. The City provides water and wastewater utility service to a population of over 7,000 and local businesses. The City's largest water customer was a produce washing and packing operation. Bartle Wells Associates completed rate studies for the water and wastewater utilities in 2016.

Bartle Wells Associates conducted a comprehensive analysis of the City's water rates. In light of the 2015 San Juan Capistrano court ruling, the City sought to ensure the legality of the rates. In reviewing the City's water sources and cost structure, BWA and City staff determined that a uniform-block water rate structure was most appropriate for the City. The City was facing \$3.5 million in water capital project funding needs so BWA recommended the City pursue State grants and Drinking Water State Revolving Fund (SRF) loans to fund the projects.

Bartle Wells Associates also conducted a comprehensive analysis of the City's wastewater rates. We recommended several scenarios that would increase rates in order to cover five years of capital project funding and operating revenue requirements. The City was facing \$7 million in wastewater capital funding needs and BWA recommended the City pursue State grants and Clean Water SRF loans to fund the projects.

Project Cost: \$38,970

Agency Contact:

Contact: Andrew Carter, City Administrator
Phone Number: (805) 356-3891
Email: acarter@ci.guadalupe.ca.us

City of California City

The City of California City is located in eastern Kern County and has a population of approximately 14,000 residents composed of primarily single-family residential homes with some multi-family surrounding a limited commercial sector. It is geographically the third largest city in California, occupying 203 square miles. The City's first development opened in 1958, and the City was incorporated in 1965.



In 2013/14 BWA was retained by the City to develop water and sewer rates, impact fees, and miscellaneous fee impacts. The rates and fees were developed with the help of city staff and with direction of the City Council. The recommended water and sewer rates more than doubled the current rates and were designed to ensure the City would be able to upgrade their

Wastewater Treatment Plant and fund a 5-mile per year transmission line replacement program, among other major capital improvements. Additionally, BWA developed a rate structure for the California City Correctional Facility, designed to ensure that future variances in prisoner population would not have a significant impact on sewer enterprise revenues. BWA also recommended reducing the water allowance of 9 HCF for a ¾" meter to 6 HCF to encourage efficient water usage.

The significant rate increases, impact fees, prison rate structure, and miscellaneous fees were adopted after three meetings and discussions with City Council and two project team meetings with city staff.

Project Cost: \$49,480

Agency Contact:

Contact: Tom Weil, City Manager
Phone Number: (760) 373-7170
Email: citymgr@californiacity.com



City of Placerville

The City of Placerville retained BWA to develop water and wastewater rate studies in 2009 and most recently in 2015. The City had originally hired another firm to prepare its water and wastewater rates however, the consultant developed rates and charges that did not produce nearly enough revenue to meet operating and capital needs. BWA developed a revised water and wastewater rate structure and presented the new rates at a number of public workshops. The final rate structure that was adopted by the Council was modified based on input received at the public workshops. Part of the solution was to put a sales tax measure before the voters to partially offset wastewater rates. The measure passed in 2010. BWA is currently working with the City of Placerville to update the City's water and wastewater rates.

Project Cost (Update): \$25,000

Agency Contact:

Contact: Dave Warren, Finance Director
Phone Number: (530) 642-5556
Email: dwarren@cityofplacerville.org

City of Brawley

Bartle Wells Associates completed a combined water and sewer rate study for the City of Brawley in 2008. In Phase I of the project, BWA developed a revenue program for the sewer utility in conjunction with an application for a State Revolving Fund (SRF) loan. A revenue program is a system of rates and charges which recovers the cost of providing service to customers in a manner proportional to their loading on the system. The revenue program must also demonstrate that the City has sufficient projected revenues to repay any SRF loans as well as maintain and operate the system safely.



Of particular importance to the sewer rate analysis in Brawley was ensuring that one large customer, which discharged approximately 20% of total flows to the plant, was billed in proportion to use. The existing billing system was based on flow only, so BWA developed a rate structure that took into account flow as well as strength of wastewater flow.

BWA also completed a metered water rate study for the City. Previously, water customers in the City were charged a single flat rate for water service which did not change based on consumption. Under state law, the City was required to begin charging metered customers based on actual water use by July 1, 2010. BWA evaluated water system expenses, water consumption patterns, and projected a five year revenue requirement to be met with water rates. BWA also assumed water conservation under the new system as users adjust to metered billing. BWA recommended to the City a rate program which slowly phased in metered rates over four years, to maximize revenue stability while slowly increasing the conservation incentive on users.

As part of this project, BWA developed bilingual Proposition 218 notices for the required noticing under the law. BWA then presented the findings of the study to the City Council and at a public hearing to consider the rate increases.

BWA is currently working with the City to update their water and wastewater rate studies and develop a stormwater rate study. The City has experienced a severe reduction in water sales over the past several years. The current study will address this issue and recommend rate adjustments over the next five years. The studies analyze various funding strategies to pay for the City's various capital projects.

Project Cost: \$49,000

Agency Contact:

Contact: Ruby Walla, Director of Finance
Phone Number: (760) 344-8941 ext.17
Email: rwalla@brawley-ca.gov

PROPOSED BUDGET

TASK	Estimated Hours	D. Dove @ \$235/hr	M. DeGroot @ \$145/hr	Total Cost
TASK A. PROJECT INITIATION & DATA COLLECTION	26	10	16	\$4,670
1. Project Team Orientation				
2. Investigation & Data Collection				
TASK B. 10-YEAR UTILITY ENTERPRISE FINANCIAL PLANS	66	22	44	\$11,550
1. Develop Forecasts and Projections				
2. Evaluate Financing Alternatives for Capital Improvements				
3. Establish Prudent Minimum Fund Reserve Targets				
4. Develop 10-Year Cash Flow Projections				
5. Evaluate Rate Increase Options				
6. Review Existing Financial Policies & Recommend New Policies as Appropriate				
TASK C. UTILITY RATE STRUCTURE ALTERNATIVES	66	22	44	\$11,550
1. Review the City's Existing Utility Rate Structure				
2. Conduct Rate Survey of Comparable Agencies				
3. Analyze Utility Consumption Data				
4. Identify Rate Structure Modifications & Alternatives				
5. Allocate Costs to Billing Parameters for Each Utility				
6. Evaluate Rate Impacts on City Customers				
7. Compliance With Proposition 218				
TASK D. CONNECTION FEE ANALYSIS	45	15	30	\$7,875
1. Review Current Connection Fees				
2. Conduct Survey of Local Connection Fees				
3. Prepare a User-Friendly Connection Fee Excel Model				
4. Evaluate Alternative Connection Fee Methodologies				
5. Determine Current Value & Capacity of Wastewater Assets				
6. Allocate Capital Program Costs to Current & Future Users				
7. Develop Connection Fee Recommendations				
8. Recommend a Method for Future Annual Indexing of the Connection Fee				
TASK E. STORM DRAIN FINANCIAL PLAN & TECHNICAL MEMO	26	10	16	\$4,670
1. Analysis of Storm Drain Usage and Annual Costs				
2. Review Capital Improvement Program & Financing Methods				
3. Review of Alternative Storm Drain Rate Structures				
4. 10-Year Cash Flow				
5. Rate Recommendations				
6. Financing District or Community Vote				
TASK F. MEETINGS, PRESENTATIONS, REPORTS, & PROP. 218	70	30	40	\$12,850
1. Meetings (2 progress meetings, 2 Council presentations plus Prop 218. Meeting)				
2. Prepare Draft & Final Reports & Present Findings				
3. City Council Workshops				
4. Develop a User-Friendly Rate Model				
TOTAL ESTIMATED HOURS	299	109	190	\$53,165
ESTIMATED DIRECT EXPENSES				
Travel/copies/binding/phone/fax/mail/miscellaneous				\$2,000
Subtotal Estimated Expenses				\$2,000
TOTAL PROJECT COSTS				\$55,165
Contingency/Additional Analysis and/or Meetings (Optional)				\$10,000

AVAILABILITY & FEES

1. Bartle Wells Associates is prepared to begin work upon the City's authorization to proceed.
2. During the project development period, we will be available at all reasonable times and on reasonable notice for meetings and for consultation with City staff, attorneys, consulting engineers, and others as necessary.
3. Bartle Wells Associates will perform all work related to the assignment. Doug Dove, a firm principal and President will be assigned as project leader on this assignment. He will serve as the lead contact person for BWA and will be involved with the project a day-to-day basis.
4. The fees for services outlined in this proposal will not exceed \$55,165, including direct expenses estimated not to exceed \$2,000.

The fee is based on the following assumptions:

- a. The project will be completed by July 1, 2017 or other mutually agreeable date preferred by the City. BWA will work to meet all City scheduling requirements and deadlines.
 - b. All necessary information will be provided by the City and/or its other consultants in a timely manner.
 - c. Development of draft, final draft, and final versions of tables. Time and expenses involved in revising tables and assumptions may constitute additional services if not achievable within the budget.
 - d. The fee is based on a total of up to 5 trips to the City for meetings and presentations including the Proposition 218 rate hearing.
5. Progress payments and direct expenses are payable monthly on a time and materials basis as the work proceeds as provided in our Billing Rate Schedule 2016, which will remain in effect for this project.
 6. In addition to the services provided under this proposal, the City may authorize Bartle Wells Associates to perform additional services for which the City will compensate us based on consultants' hourly rates at the time the work is performed, plus direct expenses. Additional services may include, but are not limited to:
 - Meetings or presentations in excess of five (5) scheduled meetings/presentations
 - Changes in project scope
 - Delays in project schedule
 - Any other services not specified
 7. Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance as provided in the Certificate of Insurance attached.
 8. If the project is terminated for any reason, Bartle Wells Associates is to be reimbursed for professional services and direct expenses incurred up to the time notification of such termination is received.

This proposal may be withdrawn or amended if not accepted within 120 days of its date.

BILLING RATE SCHEDULE

Rates Effective 1/1/2016

Professional Services

Financial Analyst I.....	\$105 per hour
Financial Analyst II.....	\$125 per hour
Financial Analyst III.....	\$145 per hour
Senior Financial Analyst.....	\$175 per hour
Senior Consultant.....	\$205 per hour
Principal Consultant.....	\$245 per hour

The professional time rates include all overhead and indirect costs. Bartle Wells Associates does not charge for administrative support services and internal computer time. Expert witness, legal testimony, or other special limited assignment will be billed at one and one-half times the consultant's hourly rate.

The above rates will be in effect through December 31, 2016 at which time they will be subject to change.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at \$60 per hour. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Long distance telephone and fax
- Printing and report binding
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Photocopying
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees will be billed monthly for the preceding month, and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

SCHEDULE

Below is a proposed schedule.

PROJECT TASK	June	July	August	September	October	November	December
Project Initiation & Data Collection							
Water & Wastewater Financial Plan							
Water & Wastewater Rate Study							
Stormwater Technical Memo							
Draft & Final Reports							
Kickoff & Stakeholder Meetings							
City Council Meetings							
Proposition 218 Process & Hearing							

Note: Individual project milestones will be established based on consultation with the project team.

AGREEMENT AND INSURANCE

BWA does not propose any changes to the Professional Services Agreement provided by the City. Please find our Schedule of Insurance attached.

SCHEDULE OF INSURANCE

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ▪ \$4,000,000 General Aggregate ▪ \$4,000,000 Products Comp/Op Aggregate ▪ \$2,000,000 Personal & Advertising Injury ▪ \$1,000,000 Each Occurrence ▪ \$1,000,000 Aggregate ▪ \$1,000,000 Each Occurrence 	6/1/16
Excess/Umbrella Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ▪ \$1,000,000 Aggregate ▪ \$1,000,000 Each Occurrence 	6/1/16
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	<ul style="list-style-type: none"> ▪ \$1,000,000 Combined Single Limit 	6/1/16
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	<p>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:</p> <ul style="list-style-type: none"> ▪ Bodily Injury by Accident - \$1,000,000 each accident ▪ Bodily Injury by Disease - \$1,000,000 each employee ▪ Bodily Injury by Disease - \$1,000,000 policy limit 	6/1/16
Professional Liability	Chubb & Son, Inc. 81714947	Solely in the performance of services as municipal financing consultants for others for a fee.	6/1/16
Excess Professional	ACE G27437606001	<p>Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses).</p> <p>Excess Professional. Limit: \$3,000,000 Per Occ. & Aggregate</p>	



Principal Consultant

Douglas R. Dove is President of Bartle Wells Associates and directs the operation of the firm while maintaining a principal consultant's role. With over 25 years of consulting experience, he specializes in utility rate analysis, strategic financial planning and project financing. Mr. Dove has developed utility rate structures and financing plans for a wide variety of public infrastructure programs. He has managed the procurement of over \$1 billion in municipal debt and over \$300 million in state and federal grants and low-interest loans. Mr. Dove frequently shares his expertise and has given presentations at conferences including the Association of California Water Agencies (ACWA), the American Water Works Association (AWWA), the California Association of Sanitation Agencies (CASA), the California Municipal Rates Group (CMRG), the California Special District's Association (CSDA), the California Municipal Treasurers Association (CMTA), the California Water Environment Association (CWEA) and WateReuse. By special request in July 2015, Mr. Dove made a presentation to the California Water Resources Control Board regarding conservation water pricing.

Mr. Dove's expertise also includes assisting agencies in securing state and federal grants and loans and in issuing certificates of participation (COPs), revenue bonds, general obligation bonds, assessment district bonds, Marks-Roos revenue bonds, CFD (Mello-Roos) bonds, private placement loans and other types of debt.

Mr. Dove holds an MS in civil engineering from UC Berkeley and he is a registered Professional Engineer in California. He is also a Certified Independent Professional Municipal Advisor (CIPMA) and recently finished his term on the board of directors of the National Association of Municipal Advisors (NAMA).

Representative Projects

- **East Bay Municipal Utility District:** Comprehensive water rate study and AB 1600 capacity fee review, Wastewater cost-of-service review and capacity fee review, various other financial studies
- **Napa-Berryessa Resort Improvement District:** Developed financing plan for water and wastewater public-private partnership (P3). Prepared assessment engineers report. Formed an assessment district and secured \$11.1 million in federal funding from US Department of Agriculture.
- **City of Rio Vista:** Water and Wastewater financing plans, rate studies and issuance of CFD bonds for new wastewater treatment plant.
- **City of Modesto:** Provided rate expert litigation support in wastewater rate litigation. Currently developing water and wastewater cost of service studies.
- **Newhall County Water District:** Provided rate expert litigation support in water rate litigation.
- **City of Monterey:** Developed financing plan and rate study for \$20 million wastewater pipeline rehabilitation project.
- **City of Santa Clara:** Wastewater rate and capacity fee study
- **City of Hesperia:** Comprehensive water and wastewater financial plan and rate study.
- **City of Lemon Grove:** Water and wastewater rate studies and five year financing plan and procurement of SRF loans and bank financing for the wastewater treatment plant.
- **City of Davis:** Comprehensive water rate study developed with a 15-member Water Advisory Committee.

- **City of Brawley:** Water and wastewater rate studies and financing plans.
- **City of Gilroy:** Water and wastewater rate studies.
- **City of Patterson:** Water and wastewater rate studies and five year financing plans.
- **West Valley Sanitation District (Campbell, CA):** Wastewater rate study, financing plan and bond issuance.
- **City of Ontario/Ontario Redevelopment Agency:** financial advisor on \$134.3 million in development refunding and new money issues (2), which included financing for the Ontario Convention Center.
- **City of Calistoga:** Long range utility financial plan, water and wastewater rates, secured financing for WW treatment plant upgrade (\$6 million SRF loan, \$3 million Small Community Grant, \$3.5 million revenue bonds).
- **El Dorado Irrigation District:** Water and wastewater rate studies.
- **Lake Arrowhead Community Services District:** Financial master plan, \$28 million revenue bond refinancing and water and wastewater rate studies.
- **California Statewide Communities Development Authority:** Financial advisor for statewide pooled revenue bond program (over \$250 million issued for over 32 borrowers).
- **South Bay Water Recycling Program, Phases 1 & 2:** Financial plan and rate study for \$200+ million regional (San Jose area) wastewater recycling program.
- **City of Roseville:** Regional wastewater financing plan and connection charge study for over \$200 million of planned capital improvements.
- **City of Tulare:** Financial advisor to the city, sale of \$63 million in bonds (3 issues), water and wastewater rate studies.
- **City of Hanford:** Wastewater financial plan and rate study, bond and bank loan issues, procurement of California Infrastructure Bank SRF loan.
- **Big Bear Area Regional Wastewater Agency:** Regional wastewater rate study, sale of bonds (2 issues) and bank loans (2 loans).

Certifications

Certified Independent Professional Municipal Advisor (CIPMA), and registered Professional Engineer (PE) in California (PE# 45642)

Education

M.S., Civil Engineering - University of California, Berkeley
 B.S., Civil Engineering – Drexel University, Philadelphia, PA

MICHAEL J. DEGROOT



Experience

Michael DeGroot is a financial analyst with Bartle Wells Associates. He works closely with City staff, engineers, lawyers, and other consultants to develop equitable rate structures for water, sewer, and solid waste enterprises. Mr. DeGroot specializes in developing long-term financial plans, meter and commodity rates, surcharges, and capacity fees for Cities and special Districts. Additionally, he is experienced modifying and implementing Proposition 218 compliant water budget rate structures and drought surcharges.

Recent Projects

- **City of Fresno:** Water & sewer capacity fees.
- **City of Milpitas:** Water rate study.
- **City of Alameda:** City-wide capital improvement budget.
- **City of Foster City:** Water and sewer rate study & alternative rate structure analysis.
- **Contra Costa Water District:** Excess water use charge analysis.
- **Fairfield-Suisun Sewer District:** Sewer rate and capacity fee study.
- **West Valley Sanitation District:** Detailed financial plan, including debt funding alternatives for significant expenditure projections related to the \$2 billion wastewater facility upgrade.
- **City of Benicia:** Sewer rate analysis and drought option.
- **Stege Sanitary District:** Sewer rate study.
- **Palmdale Water District:** Water rate study.
- **City of California City:** Water and sewer rates, impact fees, and miscellaneous charges.
- **Indian Wells Valley Water District:** Water rate study.
- **Glendale Water and Power:** Water rate study & bill calculator.
- **City of Palmdale:** Sewer rate study.
- **Crestline Sanitation District:** Sewer rate study.
- **Malaga County Water District:** Water and sewer rate study.
- **Sutter Community Services District:** Water rate study and financial plan.
- **City of Hughson:** Water rate study and SRF loan support.
- **Grizzly Flats Community Services District:** Water rate study.
- **City of Santa Clarita:** Feasibility study of the City's takeover and operation of its sewer enterprise from LACSD.

Education

B.S., Business Administration – U.C. Berkeley Walter A. Haas School of Business, Berkeley, CA



CITY OF SOLVANG

PROFESSIONAL SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between Bartle Wells Associates (“Consultant”), an Independent Public Finance Advisors consulting firm, and the City of Solvang (“City”). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 **Term:** This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 **Services:** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and subconsultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the City may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

1.03 **Standard of Performance:** Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 **Compensation:** In consideration for the services to be performed by Consultant, City agrees to pay Consultant monetary consideration for professional *consulting*

services in accordance with the rates set forth in **Exhibit B**. The parties agree that total compensation for fees and costs for the services detailed in Exhibit A shall not exceed the sum of \$55,165, unless and until this Agreement is amended as provided herein.

1.05 **Billing/Payment Terms**. All charges for Consultant's services and related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by City within 30 (thirty) days of receipt. The bills will itemize by date all services and expenses provided for the invoice period under this Agreement including a brief description of the nature of work performed, the person performing or vendor providing them, the applicable billing rate, the time expended. All Consultant service invoices must be approved by either the Administrative Services Director, or the City Manager, prior to payment.

2.0 OBLIGATIONS OF CONTRACTOR

2.01 **Contract Management and Service Performance**: Consultant Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner and shall, at all times during the term of this Agreement, have in full force and effect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner.

2.02 **Avoidance of Conflict of Interest**. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting Firm to notify the City of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant(s) unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B. _____ (*Initials*).

2.03 Tools and Instrumentalities: Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

2.04 Workers' Compensation and Other Employee Benefits: City and Consultant intend and agree that Consultant is an independent contractor of City and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other City-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify City for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

2.05 Indemnification:

General Professional Services: Professional Consultant hereby agrees to, and shall, hold City, its elective and appointive boards, officers, agents and employees, harmless and shall defend the same from any liability for damage or claims for damage, or suits or actions at law or in equity which may allegedly arise from the negligent acts, errors or omissions of Consultant's or any of Consultant's employees' or agents' operations under this agreement, whether such operations be by Consultant or by any one or more persons directly or indirectly employed by, or acting as agent for, Consultant; provided as follows:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the City of Solvang, and its elected officials, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal equitable, administrative, or special proceedings, with counsel approved by the City of Solvang, the City of Solvang and its elected officials, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend City of

Solvang. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of Solvang for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

2.06 **Insurance**: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement

3.0 OBLIGATIONS OF CITY

3.01 **Cooperation**: City agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. City employees, agents and officers of the City agree to disclose all information relevant to this project to Consultant.

4.0 TERMINATION OF AGREEMENT

4.01 **Termination Notice**: Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 **Termination on Occurrence of Stated Events**: This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;
- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of City.
- e. Bankruptcy or insolvency of any party.
- f. Death of any party.

4.03 **Termination by any Party for Default:** Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 **Termination:** This agreement shall terminate on December 31, 2016, unless earlier extended as set forth in this Section. The City, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

5.0 SPECIAL PROVISIONS

5.01 **Additional Tasks as May Be Assigned by the Administrative Services Director or the City Manager:** Prior to initiating any Consultant work on matters relating to the study, but outside this contract, it shall be the responsibility of Consultant to obtain written approval of the Administrative Services Director, or the City Manager, prior to initiation of such tasks.

5.02 **Time Schedule:** Consultant is to begin work upon receipt and execution of City contract. It is contemplated that most of the services hereunder, including but not limited to preparation, public and agency review, and submission of the draft study to the City Council for certification, will be completed on or before December 31, 2016. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in the schedule, a copy of which is hereby marked Exhibit C and incorporated herein.

5.03 **Work Outside Contract Scope:** No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

5.04 **Confidentiality:**

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.

- (b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City or obtained as a consequence of the performance of work to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City.
- (c) Security plan. If requested by the Contract Manager, Consultant shall prepare a security plan to assure that information obtained from the City or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.
- (c) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

6.0 MISCELLANEOUS

6.01 **Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

PARTY	ADDRESS
TO: CITY OF SOLVANG	City of Solvang 1644 Oak Street Solvang, CA 93463 Attention: City Clerk
TO CONSULTANT:	Copy to: Roy Hanley City Attorney HANLEY & FLEISHMAN, LLP 8930 Morro Road Atascadero, CA 93422

6.02 **Governing Law:** This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 **Binding Effect:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as a consent by City to any assignment of this agreement or any interest in the agreement.

6.04 **Remedies:** The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 **Due Authority:** The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 **Ownership of Work Product:** Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6.07. **Integration and Modification:** This contract represents the entire understanding and agreement of the City and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City and Consultant.

6.08. **Advice of Counsel:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

6.09. **Independent Review:** Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

6.10. **Attorney Fees:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.11 **No waiver:** The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12. **Assignment:** This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. **Time for Performance:** Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14 **Severability:** Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. **Construction:** The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. **Amendments:** Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

6.17. **Signatures:** The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

Consultant:

Date: _____

By: _____
President

City of Solvang:

Date: _____

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney:

HANLEY & FLEISHMAN, LLP

Date: _____

By: _____
Roy Hanley
City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Request for Proposals 2016 Water and Wastewater Rate Study

Detailed Scope of Work

The consultant shall prepare and produce a detailed comprehensive Water and Wastewater Rate and Fee Study to enable the City to update its water and wastewater rates and connection fees to recover operation and capital costs of providing water and sewer service. The scope of work for the study shall include the following:

- Determine current and projected water and wastewater revenue for the next 10 fiscal years.
- Determine current and projected water and wastewater costs based on the City use, and the current Water and Wastewater 10-Year Capital Improvement Programs for the next 10 years.
- Allocate costs between usage rates and connection fees.
- Review of existing customer classes and suggestions for changes to clarify/simplify classes of service.
- Allocate costs among customer classes such as commercial, residential, medical, etc.
- Develop water and wastewater rate/fee structures to enable the City to recover costs equitably and in compliance with Prop 218.
- Develop modifications to the City's Code to address water and wastewater rates and fee issues.
- Recommend rate structures that consider and make provision for the following factors:
 - Current and future cost of providing water and wastewater service with established and anticipated standards and regulations.
 - Projected demands. Connection/capacity impact fees for new customers.
 - Funding requirements for all current long term liabilities and debt obligations.
 - Existing two tiered water rate structure.
 - Monthly Fire Connection charge.
 - Other impacts as identified.
- The consultant shall develop water and wastewater rate models in Microsoft Excel—or other commonly available software—that include monthly service charges, usage charges, and connection capacity charges segregated by customer type (single-family, MFD, commercial, etc.) to support the revenue requirements for the capital improvement programs and operating budgets. The consultant will work with staff to use this model to review the suggested rate/fee structure scenarios.
- The recommended rate/fee structures shall provide direct identification of revenues appropriated to major funded activities and infrastructure.
- The recommended rate/fee structures shall be consistent with industry practice for established rates in California and comply with Prop 218 and the Revenue Program Guidelines by the State of California Water Resources Control Board.
- The final report shall provide at least two recommended rate/fee alternatives based upon standard rate practice that meet the criteria above and make a recommendation as to which one best meets the criteria. Include recommendations for any adjustment to the City's existing two-tiered rate structure.
- The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers.

- Justifications for any special classes of customers under the recommended rate structure shall be demonstrated.
- The recommended rate structure shall result in no decrease in stability of the revenue stream to the Water and Wastewater Funds, as compared to the current structure.
- Consideration should be given to funding past and future depreciation (replacement of facilities).
- The recommended rate structure must be easy to administer and understand, by both the customer and the City, and be consistent with all Federal, State, and Local regulations.
- The recommended rate structure shall be planned for at least ten years.
- The revenue program must reflect a rate structure that is tailored to meet the specific needs of the City.
- Include recommendations for Water and Wastewater Fund reserves funding levels, possibly including emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, and others as may be appropriate.

Following completion of the Water and Wastewater Rate Study, develop a Stormwater Utility Funding Technical Memo. Perform research on the three most common municipal Stormwater Utility funding mechanisms. Review costs associated with the City's Stormwater Management Program, NPDES Permit requirements, and 10-Year Stormwater Capital Improvement Program. Develop a recommended Stormwater Utility funding plan, and present all information, findings and recommendations in a Technical Memo.

The successful firm will provide the City with a detailed list of information required to complete the study. The City will provide the information and records and arrange for management personnel to meet the firm's personnel, once an agreement has been executed between the City and the firm. All requested statistical and financial City reports will be submitted to the requestor in Excel and/or PDF format. The successful firm is expected onsite for an initial kickoff meeting to review the data available and commence the study. Subsequent onsite visits may be necessary. The complete draft report shall be submitted to the City within 6 months after award of contract. The City recognizes that performance by consultant is dependent upon performance by City and shall make schedule adjustments to reflect any delays caused by City.

The consultant shall attend two progress meetings with City staff at appropriate project milestones. Following review of the draft Study by City staff, consultant shall incorporate and/or address all staff comments. Then the consultant shall attend an initial City Council meeting presenting the first draft Study. Based on City Council comments and direction from City staff, consultant shall develop a second draft Study and submit to staff for review. Following review of second draft Study by City staff, consultant shall incorporate and/or address all staff comments. Then the consultant shall attend a second City Council meeting and presenting the second draft Study. Based on City Council comments and further direction from City staff, consultant shall finalize the Study and submit the Final Study to the City. Consultants shall be available to attend the City Council meeting in which the Final Study is submitted to Council.

Four hard copies and one PDF copy of the first and second draft Studies shall be provided. Ten (10) bound copies, one unbound copy, and the electronic files in Microsoft Word format, of the final report shall be submitted to City within 30 days of receipt of City final comments. In addition, the selected firm shall provide the City with an easy to use electronic rate model in MS Excel which can be readily controlled to take into account alternative scenarios before final payment is made.

EXHIBIT B

PAYMENT SCHEDULE

PROPOSED BUDGET

TASK	Estimated Hours	D. Dove @ \$235/hr	M. DeGroot @ \$145/hr	Total Cost
TASK A. PROJECT INITIATION & DATA COLLECTION	26	10	16	\$4,670
1. Project Team Orientation				
2. Investigation & Data Collection				
TASK B. 10-YEAR UTILITY ENTERPRISE FINANCIAL PLANS	66	22	44	\$11,550
1. Develop Forecasts and Projections				
2. Evaluate Financing Alternatives for Capital Improvements				
3. Establish Prudent Minimum Fund Reserve Targets				
4. Develop 10-Year Cash Flow Projections				
5. Evaluate Rate Increase Options				
6. Review Existing Financial Policies & Recommend New Policies as Appropriate				
TASK C. UTILITY RATE STRUCTURE ALTERNATIVES	66	22	44	\$11,550
1. Review the City's Existing Utility Rate Structure				
2. Conduct Rate Survey of Comparable Agencies				
3. Analyze Utility Consumption Data				
4. Identify Rate Structure Modifications & Alternatives				
5. Allocate Costs to Billing Parameters for Each Utility				
6. Evaluate Rate Impacts on City Customers				
7. Compliance With Proposition 218				
TASK D. CONNECTION FEE ANALYSIS	45	15	30	\$7,875
1. Review Current Connection Fees				
2. Conduct Survey of Local Connection Fees				
3. Prepare a User-Friendly Connection Fee Excel Model				
4. Evaluate Alternative Connection Fee Methodologies				
5. Determine Current Value & Capacity of Wastewater Assets				
6. Allocate Capital Program Costs to Current & Future Users				
7. Develop Connection Fee Recommendations				
8. Recommend a Method for Future Annual Indexing of the Connection Fee				
TASK E. STORM DRAIN FINANCIAL PLAN & TECHNICAL MEMO	26	10	16	\$4,670
1. Analysis of Storm Drain Usage and Annual Costs				
2. Review Capital Improvement Program & Financing Methods				
3. Review of Alternative Storm Drain Rate Structures				
4. 10-Year Cash Flow				
5. Rate Recommendations				
6. Financing District or Community Vote				
TASK F. MEETINGS, PRESENTATIONS, REPORTS, & PROP. 218	70	30	40	\$12,850
1. Meetings (2 progress meetings, 2 Council presentations plus Prop 218. Meeting)				
2. Prepare Draft & Final Reports & Present Findings				
3. City Council Workshops				
4. Develop a User-Friendly Rate Model				
TOTAL ESTIMATED HOURS	299	109	190	\$53,165
ESTIMATED DIRECT EXPENSES				
Travel/copies/binding/phone/fax/mail/miscellaneous				\$2,000
Subtotal Estimated Expenses				\$2,000
TOTAL PROJECT COSTS				\$55,165
Contingency/Additional Analysis and/or Meetings (Optional)				\$10,000

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in

conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for

purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



**CITY COUNCIL
STAFF REPORT**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Brad Vidro, City Manager

MEETING DATE: July 11, 2016

DATE PREPARED: July 1, 2016

SUBJECT: ADDITIONAL SOLVANG LIBRARY FUNDING

I. RECOMMENDATION:

Discuss and provide direction on a budget adjustment for additional funding for the Solvang Library.

II. DISCUSSION:

At the March 28, 2016 City Council meeting the City Council established an ad hoc subcommittee to meet with a similar ad hoc committee from the City of Buellton to look at Valley-wide library services and its impact on each entity's library. The two ad hoc subcommittees have met twice.

Operation of the Santa Barbara County libraries is through a four party Agreement between the County of Santa Barbara and the Cities of Santa Barbara, Lompoc and Santa Maria. For fiscal year 2015/16 the County contributed \$7.80 per capita to each of the three zones to be used for operations and acquisition of book/materials for each inhabitant of the County. The County's contribution to library services for each zone is based on the population of the cities and unincorporated areas within the respective zone as certified January 1st of the prior fiscal year by the California State Library Public Library Fund (PLF). A one-time increase equating to approximately an additional \$0.50 per capita was approved by the Board of Supervisors for the FY 2016/17.

As background, the Buellton Library was part of the Zone 2 system until the fiscal year 2016/17 when it was moved to Zone 1. This resulted in the splitting of the Santa Barbara County per capita funding for the two areas and the sharing of the library supervisor between the two branches. Solvang and Buellton branches are both allocated funding based on a service population of 10,525.

The two ad hoc subcommittees could not agree to the appropriate split for the Santa Ynez Valley per capita funds and have requested that Santa Barbara County put an item on the next Library Advisory Committee to decide on the per capita split between Solvang and Buellton libraries. That meeting will be in September.

The City of Santa Barbara is responsible for the operational budgets for the Carpinteria, Montecito, Santa Barbara Central, Santa Barbara Eastside, Goleta, Solvang, Buellton, Santa Ynez and Los Olivos branches. All of the branches in incorporated cities receive additional funding from those cities.

The Buellton City Council has directed their staff to pursue opening the library six days a week which would require a full time supervisor. They allocated an additional \$50,000 to the Buellton library in FY 2016/17 for a total of \$148,541 in funding. The City of Solvang budgeted \$103,750 in FY 2016/17. Currently the supervisor splits time between Solvang and Buellton. Some of her time is associated with activities related to both branches and some would be associated with the Santa Ynez and Los Olivos branches.

Sharing of a library supervisor has resulted in stretched resources to the Solvang library. The ad hoc committee is recommending the City Council approve additional funding that would allow for Solvang to return to having its own full-time library supervisor. This could be accomplished with an additional allocation of \$20,000 in conjunction with using \$26,711 of the approximately \$64,000 reserves available for the Solvang library. The additional funding could come from savings the City will realize in the funding for the Santa Barbara County Sheriff department contract. Staff was recently informed that contract negotiations are complete and our annual cost for law enforcement services will be \$65,383 less than what is included in the FY 2016/17 budget.

III. ALTERNATIVES:

The City Council could choose to not fund the additional money and the Solvang library would continue to operate with a shared library supervisor.

IV. FISCAL IMPACT:

Historically the City of Solvang has contributed \$88,000 towards the operation of the Solvang Library. The recently approved FY 2016/17 budget includes funding of \$103,750. This increase would require a budget adjustment increasing the funding by \$20,000 bringing the total funding to \$123,750.

V. ATTACHMENTS:

- Solvang library budget

SOLVANG LIBRARY at \$7.80 per capita

SERVICE POP.: 10,525 Sq. Ft. 2,000 CARD HOLDERS: 5,942

	FY2012-13	FY2013-14	FY2014-15
CIRCULATION	71,314	74,028	74,191
COMPUTER SESSIONS	17,833	10,513	8,660
WIFI SESSIONS	595	5,686	5,729
PROGRAMS & SCHOOL VISITS	224	227	261
PROGRAM ATTENDANCE	3,437	4,334	3,681
HOURS OPEN PER WEEK	36.0	38.0	38.0
DAYS OPEN PER WEEK	5	5	5

REVENUES	FY 14-15	FY15-16	FY16-17 Enhanced pC_City	FY16-17 full time
COUNTY PER CAPITA	111,251	85,785	86,928	86,928
FINES & FEES	10,900	7,500	7,300	7,300
COPY FEES		1,000	1,100	1,100
CITY OF SOLVANG	88,000	88,000	103,750	103,750
INTEREST	600	200	200	200
BOOKSALE	6,000	6,000	6,000	6,000
DONATIONS	1,500	3,000	1,000	1,000
FRIENDS	20,000	21,000	20,000	20,000
TOTAL REVENUES	238,251	212,485	226,278	226,278

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EXPENDITURES	FY 14-15	FY15-16	FY16-17	FY16-17
SALARIES & BENEFITS	156,308	120,990	124,018	164,637
SUPPLIES AND SERVICES	16,661	24,364	21,092	21,092
BLACK GOLD FEE	23,000	23,000	25,000	25,000
ALLOCATED COSTS	14,048	13,467	14,719	14,719
ADMINISTRATIVE FEE	10,012	7,721	18,885	22,540
BOOK ACQUISITIONS	20,311	25,000	25,000	25,000
TOTAL EXPENDITURES	240,340	214,542	228,714	272,988
OVER/UNDER	(2,089)	(2,057)	(2,436)	(46,711)
TOTAL RESERVES	61,827.00	59,770.00	57,334.04	13,059.33



July 1, 2016

ADVANCE CALENDAR

Below is an Advance Calendar of anticipated agenda items. The dates are tentative but reflect an overview of items to come. Items on this advance calendar are subject to change. Final agendas will be available on-line and at City Hall at least 72 hours prior to the meeting date.

MEETING DATE	AGENDA ITEM	ACTION
JULY 25, 2016	Mission Drive Improvement Update	Discuss
<i>*Press Release</i>	Citywide Sidewalk Master Plan Public Workshop	Workshop
	Appoint Voting Delegate for LOCC Conference	Appoint
	Quarterly Fire Department Report	Receive
	SCVB Biennial Presentation	Receive
AUGUST 8, 2016	Review and Adopt the Investment Policy	Adopt
	Notice of Completion, Vets Hall Lead Abatement & Windows	Approve
AUGUST 22, 2016	Direction to Voting Delegate on LOCC Resolutions	Review
	WWTP Capacity & Brine Discharge Prohibition	Adopt
<i>*Public Notice Required</i>	10-Year Capital Improvement Program	Approve
SEPTEMBER 12, 2016		
SEPTEMBER 26, 2016	Mayor for a Day- Art Kaslow	N/A
	Extension of Vacation Rentals Urgency Ordinance	Approve
OCTOBER 2016	Fiscal Year 2015-16 Financial Review	Review
NOVEMBER 2016	Annual Water and Sewer Rate Increases	Consider
	Halloween Haunted House Donation Acceptance	Accept
DECEMBER 2016	Results of Election and Installation of New Mayor/Councilmembers	Accept
	Appointment to Boards and Commissions	Approve
JANUARY 2017		
FEBRUARY 2017	2015-16 Comprehensive Annual Financial Report (CAFR)	
MARCH 2017		
<i>*Public Notice Required</i>	Measure A 5-Year Local Program of Projects (2 nd Mtg in March 2017)	
	Solvang Mesa LLMD Resolution of Intent (1 st Mtg in March 2017)	
APRIL 2017		

<i>*Public Notice Required</i>	Solvang Mesa LLMD Resolution of Assessment (1 st Mtg in Apr 2017)	
MAY 2017		
<i>*Public Notice Required</i>	Amend Appropriation Limit for FY 2016-17 (2 nd Mtg in May)	Approve
<u>Unscheduled</u>		
	Resolution of Intent re: Installment Sale Water Revenue Bonds	
	Ordinance Amendment-Water Softeners & Snowbird Meter Fees	
	Model Water Efficient Landscape Ordinance	
	Storm Water Resource Plan	
	Sphere of Influence/Annexation Study	
	Marijuana Cultivation & Delivery Ordinance First Reading	
<i>*Public Notice Required</i>	Building Code/Fee revisions, California Code Check Agreement	
	Wireless Telecommunication Facilities Regulations	
	Findings of SYCSD Recycled Water Planning Study	
	Resolution of Support for SBCAG Regional Bike & Ped Plan	
	NPDES Permit Trash Amendment Summary	
	Conflict of Interest Code Review (June 2018)	Discuss
	<i>Warrant Register (1st meeting of each month)</i>	<i>Approve</i>
	<i>Sheriff's Department Report (2nd meeting of each month)</i>	<i>Receive</i>
	<i>SCVB Report (2nd meeting of each month & biennial report)</i>	<i>Receive</i>
	<i>Fire Department Report (Quarterly)</i>	<i>Receive</i>
	<i>VisitSYV Report (Quarterly)</i>	<i>Receive</i>