



Last Resolution No. 16-998
Last Ordinance No. 16-319

REGULAR MEETING OF THE SOLVANG CITY COUNCIL

COUNCIL CHAMBERS
1644 OAK STREET

October 10, 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 4, 5, or 6 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

PRESENTATIONS

Mayor Richardson will present a proclamation recognizing October as Energy Awareness Month.

Presentation by Tracy Farhad, Executive Director of the Solvang Conference and Visitor's Bureau, regarding the potential use of the Veteran's Memorial Building as a Conference Center.

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 SEPTEMBER 26, 2016

Approval of Draft Minutes.

6. CONSENT AGENDA

- a. Approval of Warrant Register
- b. Receive and File the Fire Department Quarterly Report for July – September, 2016
- c. Receive and File the Solvang Conference & Visitors Bureau Crisis Communication Plan
- d. Accept the Pavement Maintenance project as complete and direct the City Manager to execute and record the Notice of Completion
- e. 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
- f. Authorize the Mayor to execute the Agreement for Land Development Improvements for the Merkantile (Valley Plaza) Redevelopment project.

REGULAR AGENDA

7. PARKING IN-LIEU FEE PROMISSORY NOTE, 478 FOURTH PLACE

Approve and authorize City Manager to execute the Promissory Note for Parking In-Lieu fees for two (2) required spaces for the project located at 478 Fourth Place known as K'Syrah Catering.

8. PROFESSIONAL SERVICES AGREEMENT - ENGINEERING SERVICES FOR WELL 22 UPGRADE PROJECT

- a. Approve a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$93,000, and authorize execution of the Agreement by the Mayor; and
- b. Authorize the City Manager to execute contract amendments if within the contingency amount of \$9,000.

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.

SOLVANG RETAILERS ASSOCIATION

09.26.2016

TO : CITY OF SOLVANG

As a Solvang Retailers Association, we are requesting your urgent attention for reviewing an existing restriction rule by City of Solvang on displaying the US flags front of the stores (attached)

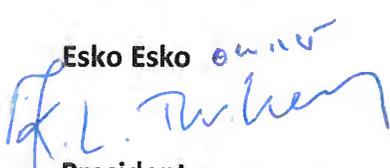
However ,Federal and State laws forbid any restrictions over displaying the US flags. (Attached).

We are also very unhappy of hostile and unlawful practices by some of the city employees ! They do issue notices in very hostile way and kind of forcible taking down the US flags from stores' doors and windows . This kind of practices makes unhappy our business community and this might bring Solvang to the public and media attention and that will jeopardize our business environment and will play negative aspects on the whole entire Solvang's image.

We like to get your attention to this manner and hoping to end this kind of practices and treatments .

Regards,

Esko Esko



President

Solvang Retailers Association

485 ALISAL RD SUITE 198/B SOLVANG CA 93463

E mail: solvangretailersassociation@gmail.com

3. **Flags:** The official flag of a government, governmental agency, public institution, religion, or other similar entity. Flags flown on a temporary basis for purposes of honoring declared national or civic holidays. Two (2) flagpoles with a maximum height of forty feet (40') which are not attached to the building shall be exempt. Additional flags and flagpoles shall require BAR review and approval.

4. **Governmental Signs:** Signs required to be maintained or posted by law or governmental order, rule or regulation. Signs specifically required by federal, state or city law, of the minimum size required.

5. **Hazard Warning Signs:** Any temporary sign warning of construction excavation or similar hazards as long as the hazard exists.

6. **Noncommercial Signs:** A noncommercial sign, not exceeding six (6) square feet total for each lot in residential districts and twenty four (24) square feet total for each lot in nonresidential districts. Such a sign shall be erected only with the permission of the property owner or tenant. In each instance and under the same conditions to which this chapter permits any sign, a sign containing an ideological, political or other noncommercial message and constructed to the same physical dimensions and character shall be permitted. (Ord. 06-263, 11-27-2006)

7. **No Trespassing Signs:** Any "no trespassing" sign, prohibiting or restricting access to property, provided it is not more than one square foot in size, is placed at each corner and each entrance to the property and at intervals of not less than fifty feet (50') or in compliance with requirements of law.

8. **Official Signs:** Official federal, state and local sign and notice issued by any court, person or officer in performance of a public duty.

9. **Open House Signs:** Any temporary "open house" sign. Only one sign is allowed on each street frontage of the property. Such a sign may be single or double faced and is limited to three (3) square feet or less. Its supporting structure shall not exceed four feet (4') in height. A maximum of three (3) off site signs shall be allowed. Such signs shall be erected and removed on the day of the open house, and shall not be fastened or attached in any way to any building facade or architectural element.

10. **Parking Lot/Directional Sign:** Any parking lot and other traffic directional sign not to exceed two (2) square feet in area limited to guidance of pedestrian or vehicular traffic within the premises upon which they are located. There shall be erected no more than three (3) such signs in each parking lot or more than one per entrance.

11. **Product/Operating Information Signs:** Any gasoline pump, telephone booth, and newsrack sign, provided any sign on such a device identifies only the product contained therein, or displays operating instructions, and the lettering does not exceed two inches (2") in height.

12. **Real Estate Signs:** A sign on a building or in the ground which indicates that the property is for sale, rent or lease. Only one such sign is allowed on each street frontage of the property. Such a sign may be single or double faced and is limited to six (6) square feet or less, including any portions of the sign that hang off the bottom (e.g., price reduced, do not disturb occupant, in escrow, etc.) on property in all zone districts and shall not exceed six feet (6') in height as measured from the edge of the public right-of-way when freestanding. If affixed to the building, such signs shall be secured using semi-permanent fasteners such as screws or nails. Use of tape or string, or draping on the outside of the building is not permitted. (Ord. 10-287, 6-14-2010)

13. **Residential Identification Signs:** One identification sign of not more than one square foot for a residence.

14. **Street Identification Signs:** Any street name and/or address stamped or painted on a curb.

15. **Temporary Festival Decorations:** Any temporary festival decoration or display, except one requiring a building, electrical or other permit (see definition of "temporary festival decoration").

GOVERNMENT CODE
SECTION 430-439

State of California
US Flag Display.
See on page

430. The Flag of the United States and the Flag of the State of California (the Bear Flag) shall be prominently installed, displayed, and maintained in the following places:

- (a) In the courtrooms of all courts of the State.
- (b) In all rooms where any court or any state, county, or municipal commission holds any sessions.

431. The Flag of the United States and the Flag of the State shall be prominently displayed during business hours upon or in front of the buildings or grounds of or at each of the following places:

- (a) Each public building belonging to the State, a county, or a municipality.
- (b) At the entrance and exit of every state park.
- (c) At the entrance or upon the grounds of each campus of the University of California.
- (d) At the entrance or upon the grounds or upon the administration building of every university, college, high school, and elementary school, both public and private, within the State.
- (e) Upon or at every agricultural inspection station just inside California and located on every highway leading into California.
- (f) At the entrance of or within every state highway maintenance station where personnel reside or are on duty at the time necessary to raise and lower the flag.

432. The Flag of the United States and the Flag of the State shall be prominently displayed during any and all games and performances of every kind which take place in a coliseum, stadium, bowl, or other open air sites, and at all race tracks where racing is being conducted.

433. The National and State Flags shall be carried at the head of any procession or parade of:

- (a) The National Guard.
- (b) The California State Guard.
- (c) Any other state military organization.
- (d) Sheriff's posse.
- (e) City police or fire department.

434. Where the installation or display of the Flag of the United States and the Flag of the State in a place publicly owned, whether by the State, a county, or a municipality, is prescribed, public officials charged with furnishing the place shall provide for the acquisition of the flags and their installation, display, and maintenance pursuant to this chapter.

434.5. (a) As used in this section, the following terms have the following meaning:

1) "Legal right" means the freedom of use and enjoyment generally exercised by owners and occupiers of land.

(2) "Local government agency" means a county, city, whether general law or chartered, city and county, town, municipal corporation, school district or other district, political subdivision, or any board, commission, or agency thereof, or other local agency.

X (b) (1) No person, private entity, or governmental agency shall adopt any rule, regulation, or ordinance, or enter into any agreement or covenant, that prevents any person or private entity that would otherwise have the legal right to display a Flag of the United States on private property from exercising that right, unless it is used as, or in conjunction with, an advertising display.

X (2) Nothing in this subdivision shall be construed to prevent a city, county, or city and county from imposing reasonable restrictions as to the time, place, and manner of placement or display of a Flag of the United States when necessary for the preservation of the public's health, safety, or order.

X (c) (1) A local government agency may not adopt any policy or regulation that prohibits or restricts an employee of that agency from displaying a Flag of the United States, or a pin of that flag, on his or her person, in his or her workplace, or on a local government agency vehicle operated by that employee.

X (2) Nothing in this subdivision shall be construed to prevent a local government agency from imposing reasonable restrictions as to the time, place, and manner of placement or display of a Flag of the United States when necessary for the preservation of the order or discipline of the workplace.

X (d) No restrictions solely to promote aesthetic considerations shall be imposed pursuant to paragraph (2) of subdivision (b) or paragraph (2) of subdivision (c).

435. Where a city or county has adopted an official flag, it is unlawful for any other city or county to adopt an official flag so similar that it might deceive or mislead anyone as to the city or county to which it belongs.

436. Where the National and State Flags are used, they shall be of the same size. If only one flagpole is used, the National Flag shall be above the State Flag and the State Flag shall be hung in such manner as not to interfere with any part of the National Flag. At all times the National Flag shall be placed in the position of first honor.

X 437. The superior court having jurisdiction of the offense shall enforce this chapter on the complaint of any citizen of the county.

438. All United States Flags now in the possession of state, county, city, and district agencies, or hereafter acquired by such agencies under contracts awarded prior to March 18, 1959, may be utilized until unserviceable.

439. The Adjutant General shall, by regulation, prescribe rules regarding the times, places, and manner in which the State Flag may be displayed. He shall, periodically, compile the laws and regulations regarding the State Flag. Copies of the compilation shall be printed and made available to the public at cost by the



MINUTES OF THE REGULAR MEETING OF THE
SOLVANG CITY COUNCIL

Council Chambers
1644 Oak Street
Solvang, CA 93463

September 26, 2016
Monday
6:30 pm

CALL TO ORDER: “Mayor for a Day” Art Kaslow 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; Arleen T. Pelster,
Planning & Economic Development Director; Matt van der Linden, Public Works
Director; Lt. Shawn O’Grady; and Lisa S. Martin, City Clerk

PLEDGE OF ALLEGIANCE: Led by Art Kaslow

Mayor Richardson returned to the dias, presented Art Kaslow with a Certificate of Appreciation, and assumed control of the meeting.

CITY MANAGERS REPORT: Informational report only

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

Fred Kovol, Solvang Resident

- For the next 3 months the drought is certain. Presented a drought forecast map, a precipitation forecast map, and a heat index forecast.

2. **COUNCIL REQUESTS**

None.

3. **CORRESPONDENCE RECEIVED BY COUNCIL**

Information only – no discussion.

4. **APPROVAL OF AGENDA AS PRESENTED**

Item 6f should be continued at the request of the applicant. Items 6b and 6c will be pulled for discussion.

5. CITY COUNCIL MINUTES OF SEPTEMBER 12, 2016

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

6. CONSENT AGENDA

- a. Receive and File Sheriff's Department Report for August 2016
- b. Second Reading, by title only, 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. Introduction for First Reading, by title only, of Proposed Amendment to Title 9, Chapter 2 revising the Sewer Code to add Residential Water Softener Restrictions
 1. Introduce for first reading by title only Ordinance No. 16-_____, an Ordinance of the City of Solvang revising the Sewer Code; and
 2. Approve Budget Adjustment in the amount of \$20,000 for completion of conceptual City-Wide Wellhead Water Softening Study
- d. Introduction for First Reading, by title only, of Proposed Marijuana Prohibition Urgency Ordinance
 1. Introduce for first reading by title only Ordinance No. 16-_____, an Urgency Ordinance of the City of Solvang prohibiting the Manufacturing, Processing, Laboratory Testing, Labeling, Storing, and Wholesale and Retail Distribution of Cannabis
- e. Resolution of Intention to approve an Amendment to the Contract between the California Public Employees Retirement System Board of Administration and the City Council of the City of Solvang and First Reading of an Ordinance to Amend Said Contract
 1. Adopt Resolution 16-_____, a Resolution of Intention to Approve an Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Solvang; and
 2. Introduce for first reading by title only Ordinance 16-_____, an Ordinance of the City Council of the City of Solvang authorizing an Amendment to the Contract between the Council of the City of Solvang and the Board of Administration of the California Public Employees' Retirement System
- f. Parking In-Lieu Promissory Note – 478 Fourth Place
 1. Approve and authorize City Manager to execute the Promissory Note for the Parking In-Lieu fees for two (2) required spaces for the project located at 478 Fourth Place known as K'Syrah Catering.

Item 6f is continued to a future meeting.

Item 6c pulled by Council Member Jamieson.

Item 6b pulled by Mayor Richardson.

Staff report for **Item 6b (Massage Regulations)** by Arleen Pelster, Planning Director.

Mayor Richardson opened the public comment period at 6:49 p.m.

Jeannie Shelley, Solvang Resident and Massage Therapist

- Tried to go through the process with CAMTC to be grandfathered in. They are not budging and have not returned her application fee. If it is not required by the State, she doesn't understand how they have the authority to change the regulations to 500 hours. Hopes the Council can help.

Council Member Duus asked how she got her original certification. Ms. Shelley indicated that she went to a school in Santa Barbara that was certified by the State. Council Member Duus followed up by asking who the licensing authority for her certification was. Ms. Shelley responded that it was her school that was certified by the State.

Monique Golis, Massage Therapist

- Would like the Council to consider reciprocity with other States and would like overall experience and contribution to the field of massage therapy should be considered.
- She specializes in body work and has extensive experience working with doctors and chiropractors.

Mayor Richardson closed the item to public comment at 7:04 p.m.

Council Member Zimmerman asked for clarification of the new language. Are we looking at overall education and experience to determine whether to grant a business certificate? City Manager Vidro responded that at the last meeting the Council decided to grandfather in therapists who held a business certificate in July 2011.

Council Member Skytt asked what the State requirement for a massage therapist is. City Attorney Hanley responded that schools are licensed to grant certifications, the State does not license individual therapists. The State also changed the law to allow local jurisdictions to apply their own regulations, however, the City does not have the ability to license people to be massage therapists, only to grant a business certificate to a California State licensed therapist.

City Manager Vidro added that the Council has the option to go back and remove the 2011 date and give the discretion back to the City Manager. At the last meeting the Council was concerned that new therapists should be required to be licensed at the new 500 hour requirement.

City Attorney Hanley clarified that due to the language change this will constitute a new first reading of the ordinance and it will come back on the next agenda for another second reading.

***Motion** made by Mayor Richardson to approve staff's recommendation, seconded by Council Member Skytt, and **failed** with a roll call vote of 2-3 with Duus, Jamieson, and Zimmerman voting No.*

***Motion** made by Council Member Zimmerman to delete the CAMTC 500 hour requirement and the 2011 date and allow the City Manager to and grant a business certificate to a California State licensed therapist based on education and experience, seconded by Council Member Jamieson, and **carried** with a roll call vote of 5 ayes.*

Council Member Jamieson commented that she had pulled Item 6c so that everyone understands what is going to happen.

Staff report for **Item 6c (Water Softener Regulations)** by Matt van der Linden, Public Works Director. After December 1, 2016, the City would not allow new salt based water softener systems. The existing systems are grandfathered in, but once they need to be replaced the replacement system would need to comply. At the previous meeting the Council directed staff to look into wellhead water softening, and took the rebate program off the table for now. As an aside however, the rebate program is ready to go, it just needs funding.

Mayor Richardson opened the item for public comment at 7:36 p.m.

Fred Kovol, Solvang Resident

- Disagrees that salt contributes to total dissolved solids (TDS).
- Refers to inconsistencies in the staff report.
- SYCSD must pass the same regulations.

Ken Steitz, Pacific Water Quality Association

- Would ask that you table the item until their board of directors can respond.
- Need to see current chemical levels of chloride, sodium, TDS.
- AB1399 procedures have not been followed.
- Other options other than a ban are available, they would love to sit down with staff.

Karen Waite, Solvang Resident and Candidate for City Council

- Glad to hear Ken's comments, this ordinance has not been properly vetted.

Mayor Richardson closed the item to public comment at 7:47 p.m.

Council Member Duus reiterated that he would like the City to treat the water so that the residents don't have to.

Council Member Zimmerman questioned whether we know the percentage of CSD's effluent and TDS versus the City's. Matt van der Linden indicated that CSD's total dissolved solids were slightly lower.

Mayor Richardson asked City Attorney Hanley if we were indeed following the law. Roy Hanley responded that we were, the ban we are proposing is different.

***Motion** made by Council Member Zimmerman to table the item so that staff can meet with the representative from the Pacific Water Quality Association, seconded by Council Member Duus, and **carried** with a roll call vote of 5 ayes.*

REGULAR AGENDA

7. ANNEXATION STUDY/SPHERE OF INFLUENCE UPDATE AND REVIEW OF DRAFT REQUEST FOR PROPOSALS

Staff report by Arleen Pelster, Planning Director

Council Member Duus pointed out that the two parcels above the Croft property are still missing from the map.

Mayor Richardson commented that parcels 14 and 15 on the map should be removed from the study.

Council Member Duus stated that there are real problems with the Janin Acres area so that should be omitted.

Mayor Richardson opened the item for public comment at 8:17 p.m.

Fred Kovol, Solvang Resident

- What is the benefit to the City to annex these parcels?
- There has been no response from the Petersens, can't see the Council directing to spend any money without full buy in from the residents to be annexed.

Mayor Richardson closed the item to public comment at 8:22 p.m.

Council Member Jamieson explained that the purpose of this endeavor is for 20-30 years down the road to ensure that we have the space to do what the City needs. We desperately need some light industrial area/space.

***Motion** made by Council Member Duus to include all of the Croft properties in the annexation study and omit Janin Acres and Quail Valley with all other parcels shown on the map included and to accept the draft Request for Proposals, seconded by Council Member Zimmerman. **Motion carried** with a roll call vote of 5 ayes.*

8. WASTEWATER TREATMENT PLANT (WWTP) CAPACITY ANALYSIS

Staff report by Matt van der Linden, Public Works Director. Discussed what the Regional Water Quality Control Board's (RWQCB) new requirements could be and how that would affect our available capacity.

Council Member Skytt inquired as to when the last upgrades were made to the WWTP and expressed his opinion that if CSD starts bringing in other sites that they should pay for the expansion to the plant.

Matt van der Linden responded that upgrades were made in the 1990s and added that CSD has been discussing building their own WWTP.

Council Member Duus stated that it seems pretty simple, if CSD is allotted a certain percentage of the capacity and it's not available, then they can't use.

Mayor Richardson opened the item for public comment at 8:55 p.m.

Fred Kovol, Solvang Resident

- We should bypass CSD's request, we need the capacity for Solvang.

Mayor Richardson closed the item to public comment at 8:59 p.m.

***Motion** made by Council Member Duus to receive the report and to send a letter response to SYCSD indicating uncertain capacity and declining sale of any remaining capacity, seconded by Council Member Skytt, and **carried** with a roll call vote of 5 ayes.*

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
- Water Committee
- Indian Gaming Benefit Committee
- California Joint Powers Insurance Authority

Council Member Jamieson gave update on the Library ad-hoc committee. She attended the Library Advisory Committee meeting last week. The Committee is not willing to take another look at how the per capita allocations. Would recommend that the City send a letter to the Library Advisory Committee that strongly requests that they re-examine the per capita breakdown.

Council consensus is obtained to prepare and send a letter. City Manager Vidro will work with the ad-hoc committee on the language.

10. ADVANCE CALENDAR

Information only, no action.

11. ADJOURNMENT Mayor Richardson adjourned the City Council meeting at 9:02 p.m.



City of Solvang

City of Solvang Warrant Register

By Check Number

Date Range: 09/01/2016 - 09/30/2016

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					
11252	All Around Landscape Supply		09/05/2016 EFT	0.00	281.52 1419
S1902913.001	Invoice	08/24/2016	Repairs & Maintenance for HCA	0.00	281.52
10195	City of Lompoc Finance Dept.		09/05/2016 EFT	0.00	1,666.66 1420
95531	Invoice	08/16/2016	Wine Country Express	0.00	1,666.66
11210	Hach Company		09/05/2016 EFT	0.00	3,838.47 1421
10077843	Invoice	08/24/2016	Parts to upgrade DO probe for SBR#1	0.00	3,838.47
10224	Christophe Millner		09/05/2016 EFT	0.00	252.00 1422
Aug 2016	Invoice	08/25/2016	Kung Fu Instructor	0.00	252.00
10790	Polydyne, Inc		09/05/2016 EFT	0.00	1,146.96 1423
1072202	Invoice	08/24/2016	Annal PO for Polydine	0.00	1,146.96
10723	Procure Janitorial Supply, Inc		09/05/2016 EFT	0.00	1,490.98 1424
103300	Invoice	08/23/2016	Restroom 3	0.00	440.95
103301	Invoice	08/23/2016	Restroom 1	0.00	427.14
103302	Invoice	08/23/2016	Restroom 1	0.00	155.67
103303	Invoice	08/23/2016	Vet's Hall	0.00	287.13
103305	Invoice	08/23/2016	Streets	0.00	180.09
11320	Rafael Ruiz Janitor Service		09/05/2016 EFT	0.00	2,250.00 1425
799	Invoice	08/29/2016	custodial	0.00	2,250.00
11150	Sprint Communications Company		09/05/2016 EFT	0.00	37.63 1426
6674 8/16	Invoice	08/19/2016	Acc# 921051930	0.00	37.63
10902	Staples Advantage		09/05/2016 EFT	0.00	684.69 1427
8040648195	Invoice	08/20/2016	Supplies	0.00	684.69
10258	The Valley Gardener		09/05/2016 EFT	0.00	1,840.00 1428
21569	Invoice	06/01/2016	WWTP Bank Restoration - Long Term Maint...	0.00	460.00
21706	Invoice	06/25/2016	WWTP Bank Restoration - Long Term Maint...	0.00	460.00
21833	Invoice	07/25/2016	WWTP Bank Restoration - Long Term Maint...	0.00	460.00
21977	Invoice	08/31/2016	WWTP Bank Restoration - Long Term Maint...	0.00	460.00
10005	Valley PC Repair		09/05/2016 EFT	0.00	2,000.00 1429
9042	Invoice	08/28/2016	IT Support	0.00	2,000.00
10462	Cummins Cal Pacific, LLC		09/12/2016 EFT	0.00	1,153.08 1430
006-91906	Invoice	08/24/2016	Emergency repair for Fjord Lift station	0.00	1,153.08
10797	Engel & Gray		09/12/2016 EFT	0.00	586.62 1431
16682	Invoice	08/09/2016	Annual po for sludge disposal	0.00	586.62
10028	Hanley & Fleishman, LLP		09/12/2016 EFT	0.00	6,600.00 1432
2742	Invoice	09/02/2016	Legal services	0.00	6,600.00
10034	ReadyRefresh by Nestle		09/12/2016 EFT	0.00	127.86 1433
16H0018038034	Invoice	08/26/2016	Drinking Water for WWTP	0.00	127.86
10975	O'Reilly Automotive Stores, Inc. dba O'Reilly Auto		09/12/2016 EFT	0.00	221.69 1434
4372-271953	Invoice	06/07/2016	Repairs for Flatbed truck	0.00	16.51
4372-273706	Invoice	06/17/2016	Repairs for truck 625	0.00	14.67
4372-275442	Invoice	06/27/2016	Truck repairs	0.00	29.24
4372-275808	Invoice	06/29/2016	Truck repairs	0.00	12.06
4372-279700	Invoice	07/21/2016	Vehicle repairs	0.00	7.11

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
4372-282840	Invoice	08/09/2016	supplies for new water truck	0.00	79.32
4372-282956	Invoice	08/10/2016	supplies for new water truck	0.00	25.89
4372-283378	Invoice	08/12/2016	repairs for truck 620	0.00	36.89
10723	Procure Janitorial Supply, Inc		09/12/2016 EFT	0.00	1,862.23 1435
103387	Invoice	08/25/2016	Wastewater	0.00	83.46
103456	Invoice	08/29/2016	Restroom 2	0.00	496.15
103457	Invoice	08/29/2016	Restroom 2	0.00	193.06
103458	Invoice	08/29/2016	Restroom 2	0.00	151.16
103567	Invoice	09/01/2016	Restroom 3	0.00	354.01
103568	Invoice	09/01/2016	Restroom 1	0.00	334.55
103569	Invoice	09/01/2016	Streets	0.00	249.84
91257	Richardson, Jim		09/12/2016 EFT	0.00	39.72 1436
8/16	Invoice	09/07/2016	APCD board meeting	0.00	39.72
10281	Satcom Global FZE		09/12/2016 EFT	0.00	42.75 1437
AS09160796	Invoice	09/01/2016	SIM Card	0.00	42.75
10902	Staples Advantage		09/12/2016 EFT	0.00	227.24 1438
8040760639	Invoice	08/27/2016	Supplies	0.00	227.24
11182	Underground Service Alert of Southern California		09/12/2016 EFT	0.00	21.00 1439
820160678	Invoice	09/01/2016	14 New Tickets	0.00	21.00
10686	ZWorld GIS		09/12/2016 EFT	0.00	1,482.65 1440
2016-0177	Invoice	09/01/2016	Hazard Mitigation Plan	0.00	650.00
2016-0179	Invoice	09/01/2016	GIS Maint. & Updates	0.00	832.65
10613	Advantage Group, The		09/19/2016 EFT	0.00	164.00 1441
93802	Invoice	08/31/2016	Flex Administration & Processing August 20...	0.00	164.00
11252	All Around Landscape Supply		09/19/2016 EFT	0.00	311.61 1442
S1905467.001	Invoice	09/03/2016	Repairs & Maintenance	0.00	75.10
S1905669.001	Invoice	09/06/2016	Repairs & Maintenance	0.00	236.51
10170	Buellton Medical Center		09/19/2016 EFT	0.00	170.00 1443
9/7/16	Invoice	09/07/2016	Nick Rivera DMV Physical	0.00	170.00
10009	California Code Check, Inc.		09/19/2016 EFT	0.00	10,860.00 1444
osSLV16-18	Invoice	09/08/2016	Building Inspector 8/19 - 9/1/16	0.00	2,380.00
SLVG16-17	Invoice	08/15/2016	Code Check fees	0.00	6,847.50
SLVG16-18	Invoice	09/01/2016	Code Check fees	0.00	1,632.50
10797	Engel & Gray		09/19/2016 EFT	0.00	1,020.22 1445
16738	Invoice	08/16/2016	Annual po for sludge disposal	0.00	529.67
16749	Invoice	08/18/2016	Annual po for sludge disposal	0.00	490.55
10057	FGL Environmental, Inc.		09/19/2016 EFT	0.00	1,166.00 1446
608548A	Invoice	07/27/2016	Inorganic Analysis	0.00	29.00
608552A	Invoice	07/27/2016	Bacti Analysis	0.00	40.00
608553A	Invoice	07/27/2016	Organic Analysis	0.00	322.00
608555A	Invoice	07/27/2016	Organic Analysis	0.00	420.00
608556A	Invoice	07/27/2016	Sub Contr. Analysis	0.00	155.00
608832A	Invoice	08/03/2016	Bacti Analysis	0.00	40.00
609140A	Invoice	08/10/2016	Bacti Analysis	0.00	40.00
609537A	Invoice	08/17/2016	Bacti Analysis	0.00	40.00
609868A	Invoice	08/24/2016	Bacti Analysis	0.00	40.00
609869A	Invoice	08/24/2016	Bacti Analysis	0.00	40.00
10276	Infosend, Inc		09/19/2016 EFT	0.00	2,046.42 1447
110302	Invoice	08/31/2016	Utility Bill Printing and Distribution	0.00	2,046.42
10723	Procure Janitorial Supply, Inc		09/19/2016 EFT	0.00	152.95 1448

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
103705	Invoice	09/08/2016	Wastewater	0.00	152.95
11320	Rafael Ruiz Janitor Service	09/19/2016	EFT	0.00	2,350.00 1449
0803	Invoice	09/12/2016	custodial	0.00	2,350.00
10526	Storer Transit Systems	09/19/2016	EFT	0.00	1,234.84 1450
7440	Invoice	06/03/2016	Vince Weber vehicle maintenance cancelled ...	0.00	1,234.84
10042	Western Exterminator Company	09/19/2016	EFT	0.00	82.25 1451
4398057	Invoice	08/31/2016	August 2016	0.00	82.25
11252	All Around Landscape Supply	09/26/2016	EFT	0.00	229.93 1452
S1906046.001	Invoice	09/07/2016	Repairs & Maintenance	0.00	69.41
S1907445.001	Invoice	09/13/2016	Repairs & Maintenance	0.00	90.29
S1908737.001	Invoice	09/19/2016	Repairs & Maintenance	0.00	70.23
10195	City of Lompoc Finance Dept.	09/26/2016	EFT	0.00	1,666.66 1453
95819	Invoice	09/13/2016	Wine Country Express	0.00	1,666.66
11091	CivicPlus	09/26/2016	EFT	0.00	3,400.00 1454
159946	Invoice	07/07/2016	Website	0.00	3,400.00
	Void	09/26/2016	EFT	0.00	0.00 1455
10166	Clinical Lab of San Bernardino	09/26/2016	EFT	0.00	1,110.00 1456
951971	Invoice	09/13/2016	Annual PO for lab fees	0.00	1,110.00
10797	Engel & Gray	09/26/2016	EFT	0.00	1,541.16 1457
16780	Invoice	08/23/2016	Annual po for sludge disposal	0.00	510.93
16803	Invoice	08/26/2016	Annual po for sludge disposal	0.00	484.38
16830	Invoice	08/31/2016	Annual po for sludge disposal	0.00	545.85
10611	Farm Supply Co	09/26/2016	EFT	0.00	75.55 1458
20663	Invoice	09/17/2016	Mike Garley uniform	0.00	75.55
10224	Christophe Millner	09/26/2016	EFT	0.00	118.30 1459
1696	Invoice	09/06/2016	Kung Fu Instructor 9/6/16	0.00	118.30
10723	Procure Janitorial Supply, Inc	09/26/2016	EFT	0.00	2,868.15 1460
103757	Invoice	09/14/2016	Restroom 2	0.00	457.54
103758	Invoice	09/14/2016	Restroom 2	0.00	409.86
103799	Invoice	09/14/2016	Restroom 2	0.00	305.96
103801	Invoice	09/14/2016	Restroom 3	0.00	216.03
103802	Invoice	09/14/2016	Restroom 1	0.00	284.71
103804	Invoice	09/14/2016	Streets	0.00	360.18
103855	Invoice	09/16/2016	Sunny Fields	0.00	444.31
103856	Invoice	09/16/2016	Sunny Fields	0.00	389.56
91257	Richardson, Jim	09/26/2016	EFT	0.00	36.18 1461
160910	Invoice	09/10/2016	SBCAG meeting	0.00	36.18
10902	Staples Advantage	09/26/2016	EFT	0.00	222.33 1462
8040944987	Invoice	09/10/2016	Supplies	0.00	222.33
10337	Visit the Santa Ynez Valley	09/26/2016	EFT	0.00	52,302.60 1463
July 2016	Invoice	09/20/2016	SYVTBID	0.00	52,302.60
10444	Adobe Systems Incorporated	09/05/2016	Regular	0.00	1,558.80 33482
738870842	Invoice	08/10/2016	Adobe Acrobat DC Standard Creative Cloud	0.00	1,558.80
10991	A-OK Power Equipment	09/05/2016	Regular	0.00	5.40 33483
198821	Invoice	08/23/2016	Safety Vests	0.00	5.40
10065	Brenntag Pacific, Inc	09/05/2016	Regular	0.00	818.57 33484
BPI653181	Invoice	08/23/2016	Chlorine	0.00	818.57
10553	BrightView Landscape Services	09/05/2016	Regular	0.00	7,072.30 33485

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
5116785	Invoice	07/10/2016	LLMD Landscape Maintenance	0.00	3,391.00
5116803	Invoice	08/30/2016	LLMD Landscape Maintenance	0.00	3,681.30
10112	Cal-Coast Machinery Inc.		09/05/2016 Regular	0.00	846.52 33486
337395	Invoice	07/08/2016	Emergency repair John Deere 1420	0.00	846.52
11225	Clean Machine Laundromat		09/05/2016 Regular	0.00	78.00 33487
039304	Invoice	08/15/2016	9 Lbs Maintenance Dept	0.00	9.00
039305	Invoice	08/15/2016	9 Lbs Parks Dept	0.00	9.00
039331	Invoice	08/22/2016	18 Lbs Maintenance Dept	0.00	18.00
368606	Invoice	08/01/2016	14 Lbs Maintenance	0.00	14.00
368607	Invoice	08/01/2016	8 Lbs Parks Dept	0.00	8.00
368633	Invoice	08/08/2016	12 Lbs Parks Dept	0.00	12.00
368635	Invoice	08/08/2016	8 Lbs Maintenance Dept	0.00	8.00
10655	Comcast		09/05/2016 Regular	0.00	13.21 33488
9241 8/16	Invoice	08/10/2016	Acc# 8155 70 005 0009241	0.00	13.21
10538	D & H Water Systems, Inc		09/05/2016 Regular	0.00	226.80 33489
I 2016-0721	Invoice	08/25/2016	Acetate Buffer	0.00	226.80
11278	Dudek		09/05/2016 Regular	0.00	4,845.30 33490
8248	Invoice	08/19/2016	WWTP Bank Restoration - Monitoring & Rep...	0.00	4,845.30
11365	Frontier Communications		09/05/2016 Regular	0.00	317.25 33491
6997 8/16	Invoice	08/19/2016	Acc# 805-688-6997-072877-5	0.00	260.55
7459 9/16	Invoice	08/25/2016	Acc# 805-688-7459-060995-5	0.00	56.70
10148	Gemplers		09/05/2016 Regular	0.00	77.41 33492
SI02731486	Invoice	07/25/2016	Nathan Giacinto uniform	0.00	77.41
11023	Gromatici Land Surveying, Inc.		09/05/2016 Regular	0.00	1,897.50 33493
1309	Invoice	08/22/2016	Fjord Extension Record of Survey - Set Mon...	0.00	1,897.50
10583	Lee Wilson Electric Company, Inc		09/05/2016 Regular	0.00	2,400.00 33494
1615	Invoice	06/01/2016	Replace Loop @ Alisal & Mission	0.00	2,400.00
90350	Lisa Martin		09/05/2016 Regular	0.00	52.92 33495
INV0003639	Invoice	08/31/2016	Reimbursement for Mileage	0.00	52.92
10027	Lompoc Excel Personnel Svs Inc		09/05/2016 Regular	0.00	1,101.60 33496
2042584	Invoice	08/18/2016	Heidi Serbus	0.00	1,101.60
10046	Lunde's Solvang Auto Repair		09/05/2016 Regular	0.00	82.82 33497
005904	Invoice	08/24/2016	#611 Flat repair	0.00	15.00
005916	Invoice	08/24/2016	#624 Oil filter and tune up	0.00	67.82
10953	Mainline Utility Company		09/05/2016 Regular	0.00	650.00 33498
5045	Invoice	07/29/2016	Emergency camera work on Oxbowl	0.00	650.00
11187	Nu-Tech Pest Management		09/05/2016 Regular	0.00	125.00 33499
0121164	Invoice	08/19/2016	Gophers @ Sunnyfields	0.00	125.00
11136	Petty Cash		09/05/2016 Regular	0.00	81.95 33500
P&R 8/2016	Invoice	08/31/2016	Reimbursement for Parks & Rec petty cash	0.00	81.95
10133	Quinn Rental Services		09/05/2016 Regular	0.00	498.84 33501
WO130083901	Invoice	08/22/2016	Annual Boom Left maintenance	0.00	498.84
10033	S.Y.R.W.C.D. ID #1		09/05/2016 Regular	0.00	1,690.31 33502
0001 7/16	Invoice	07/31/2016	Acc# 17040001 Sunny Fields	0.00	1,690.31
11176	The Gas Company		09/05/2016 Regular	0.00	70.16 33503
2500 7 8/16	Invoice	08/23/2016	Acc# 194 215 2500 7 7/21/16-8/19/16	0.00	70.16
11179	Todd Pipe & Supply		09/05/2016 Regular	0.00	47.33 33504

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
322622	Invoice	08/23/2016	Toilet Seat	0.00	47.33
10872	Verizon Wireless Services, LLC	09/05/2016	Regular	0.00	243.48 33505
9770608687	Invoice	08/19/2016	Wireless Billing May 20 - June 2016	0.00	243.48
10073	Buellflat Rock Co, Inc	09/12/2016	Regular	0.00	1,026.57 33533
2016-0683	Invoice	08/31/2016	Truck Fuel	0.00	1,026.57
10893	City of Santa Maria	09/12/2016	Regular	0.00	21,722.39 33534
70010	Invoice	08/26/2016	Breeze 200 (Santa Maria Transit)	0.00	10,006.93
70012	Invoice	06/30/2016	Breeze 200	0.00	11,715.46
11135	Colantuono, Highsmith & Whatley, PC	09/12/2016	Regular	0.00	196.20 33535
31466	Invoice	09/02/2016	2013 ID #1 Rate-Making	0.00	196.20
10655	Comcast	09/12/2016	Regular	0.00	106.05 33536
5898 8/16	Invoice	08/28/2016	Acc# 8155 70 005 0125898	0.00	106.05
10907	Copenhagen T's & Gifts	09/12/2016	Regular	0.00	110.16 33537
229783	Invoice	08/31/2016	Cuco Santana uniform	0.00	110.16
10037	Cushman Contracting Corp.	09/12/2016	Regular	0.00	41,505.98 33538
1	Invoice	08/20/2016	Alisal Bridge Seismic Retrofit Project	0.00	41,505.98
11145	Ferguson Enterprises, Inc	09/12/2016	Regular	0.00	209.93 33539
3731925	Invoice	08/31/2016	Mtr bush	0.00	209.93
10148	Gemplers	09/12/2016	Regular	0.00	141.10 33540
SIO2757538	Invoice	09/02/2016	Nick Rivera uniform	0.00	116.27
SIO2800076	Invoice	08/18/2016	Nick Rivera uniform	0.00	24.83
51039	HERRERA-RODRIGUEZ, JESSICA	09/12/2016	Regular	0.00	100.00 33541
INV0003673	Invoice	09/07/2016	Deposit refund 8/6/16	0.00	100.00
11247	Hopkins Technical Products Inc	09/12/2016	Regular	0.00	6,779.26 33542
3616301102	Invoice	08/30/2016	ProMinent Gamma X CL2 Pump / CL2 Analyz...	0.00	4,993.58
3616301125	Invoice	09/01/2016	ProMinent Gamma X CL2 Pump / CL2 Analyz...	0.00	1,785.68
10180	Jim's Service Center	09/12/2016	Regular	0.00	633.69 33543
8/16	Invoice	09/01/2016	Truck Fuel	0.00	633.69
10895	Lee Central Coast Newspaper	09/12/2016	Regular	0.00	78.44 33544
87657-1	Invoice	08/11/2016	10 Yr capital improvement program	0.00	78.44
10027	Lompoc Excel Personnel Svs Inc	09/12/2016	Regular	0.00	1,101.60 33545
2048006	Invoice	08/25/2016	Heidi Serbus	0.00	1,101.60
10046	Lunde's Solvang Auto Repair	09/12/2016	Regular	0.00	144.96 33546
005986	Invoice	08/31/2016	Truck # 611 Battery	0.00	144.96
11128	Nielsen Building Material	09/12/2016	Regular	0.00	28.05 33547
520361	Invoice	08/18/2016	Repairs & Maintenance for WWTP shop	0.00	28.05
11133	Nielsen's Market	09/12/2016	Regular	0.00	576.51 33548
8/2016	Invoice	08/31/2016	Supplies	0.00	576.51
11187	Nu-Tech Pest Management	09/12/2016	Regular	0.00	254.00 33549
0121165	Invoice	08/26/2016	Gopher Sunnyfields	0.00	125.00
0121437	Invoice	08/25/2016	Ground Squirrels HCA	0.00	129.00
10004	Santa Barbara Co Sheriff Dept	09/12/2016	Regular	0.00	1,399.73 33550
17-058	Invoice	08/30/2016	Service Order pads	0.00	26.67
17-060	Invoice	09/02/2016	DUI investigation & Vets security	0.00	1,373.06
10619	Santa Ynez Valley Botanic Garden	09/12/2016	Regular	0.00	500.00 33551
FY 15/16	Invoice	06/30/2016	Grant funding for FY 15/16	0.00	500.00

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount		
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount		
10478	Statewide Traffic Safety and Signs, Inc	09/12/2016	Regular	0.00	247.90	33552	
03004619	Invoice	08/31/2016	Wide Cross symbol	0.00	247.90		
51045	Susan Cobb	09/12/2016	Regular	0.00	15.00	33553	
INV0003674	Invoice	09/07/2016	Reimbursement for overpayment to DOJ	0.00	15.00		
10345	Wildling Museum	09/12/2016	Regular	0.00	1,500.00	33554	
FY 16/17	Invoice	09/01/2016	Grant	0.00	1,500.00		
10587	Cushman Contracting "Escrow"	09/09/2016	Regular	0.00	2,184.53	33557	
1	Invoice	09/09/2016	Escrow account for Alisal Bridge seismic Retr...	0.00	2,184.53		
11167	Santa Ynez Valley Hardware	09/09/2016	Regular	0.00	1,103.40	33558	
8/16	Invoice	09/09/2016	Repairs & maintenance, Supplies	0.00	1,103.40		
10828	American Water Works Association	09/19/2016	Regular	0.00	420.00	33563	
7001187738	Invoice	09/13/2016	AWWA Dues for City of Solvang/Chris Whitfo...	0.00	420.00		
10991	A-OK Power Equipment	09/19/2016	Regular	0.00	23.76	33564	
200345	Invoice	08/30/2016	HCA repairs & maintenance	0.00	23.76		
10986	Bartle Wells Associates	09/19/2016	Regular	0.00	1,720.00	33565	
1001E	Invoice	09/02/2016	Water & Wastewater Rate Studies	0.00	1,720.00		
10531	Berry General Engineering Contractors, Inc	09/19/2016	Regular	0.00	212,303.81	33566	
6726-R	Invoice	09/13/2016	FY2016-17 Pavement Maintenance	0.00	212,303.81		
11258	Black Gold Roofing, Inc	09/19/2016	Regular	0.00	8,504.00	33567	
1003	Invoice	09/01/2016	Maint. shop roof and exhaust fan	0.00	8,504.00		
11190	Cal Native dba Windmill Nursery	09/19/2016	Regular	0.00	338.86	33568	
197278	Invoice	09/03/2016	Common area repairs & maintenance	0.00	338.86		
10070	Cal-Coast Irrigation	09/19/2016	Regular	0.00	34.77	33569	
769822	Invoice	09/06/2016	Belt Press repair	0.00	34.77		
10317	Center for Hearing Health, Inc	09/19/2016	Regular	0.00	550.00	33570	
14471	Invoice	06/03/2016	Annual Audiometric Testing	0.00	550.00		
10251	Channel Counties Division	09/19/2016	Regular	0.00	25.00	33571	
10/2016	Invoice	09/13/2016	Division Luncheon 10/6/16	0.00	25.00		
10655	Comcast	09/19/2016	Regular	0.00	86.10	33572	
8155 9/16	Invoice	09/05/2016	Acc# 8155 70 005 0228155	0.00	86.10		
10981	D.L. Electric Inc.	09/19/2016	Regular	0.00	1,269.00	33573	
16-484	Invoice	09/06/2016	repair of flagpole light at Solvang Park	0.00	1,269.00		
11233	Department of Justice	09/19/2016	Regular	0.00	155.00	33574	
187056	Invoice	09/06/2016	fingerprinting	0.00	155.00		
11209	Francisco & Associates, Inc.	09/19/2016	Regular	0.00	2,500.00	33575	
2752	Invoice	09/02/2016	SM LLMD Assesment Engineering	0.00	2,500.00		
11365	Frontier Communications	09/19/2016	Regular	0.00	412.50	33576	
1998 9/16	Invoice	09/01/2016	Acc# 805-686-1998-110309-5	0.00	102.58		
2900 8/16	Invoice	08/28/2016	Acc# 805-688-2900-110481-5	0.00	48.66		
5452 9/16	Invoice	09/04/2016	Acc# 805-688-5452-031006-5	0.00	261.26		
10105	Allstar Heating & Air Conditioning	09/19/2016	Regular	0.00	8,950.00	33577	
18966	Invoice	09/07/2016	HVAC unit for Planning Dept.	0.00	8,950.00		
10083	Inner Nature	09/19/2016	Regular	0.00	2,100.00	33578	
11056	Invoice	08/31/2016	City planters	0.00	2,100.00		
10027	Lompoc Excel Personnel Svs Inc	09/19/2016	Regular	0.00	1,101.60	33579	

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description		Payable Amount
2053197	Invoice	09/01/2016	Heidi Serbus	0.00	1,101.60
10294	MailFinance		09/19/2016 Regular	0.00	814.27 33580
N6117830	Invoice	09/05/2016	Lease Payments	0.00	814.27
10221	R & M Diesel Service & Towing		09/19/2016 Regular	0.00	314.27 33581
9371	Invoice	09/06/2016	Truck 610 Starter	0.00	314.27
11381	Roadrunner Management Services, Inc.		09/19/2016 Regular	0.00	44,431.42 33582
082016Fuel	Invoice	09/06/2016	Fuel Reimbursement	0.00	4,945.64
082016SYVT	Invoice	09/06/2016	SYVT Operations Contract	0.00	39,485.78
10033	S.Y.R.W.C.D. ID #1		09/19/2016 Regular	0.00	3,989.98 33583
5001 8/16	Invoice	08/24/2016	Acc# 17005001 1890 Old Mill Rd	0.00	2,455.55
7501 8/16	Invoice	08/24/2016	Acc# 17037501 Alamo Pintado Rd	0.00	1,534.43
10699	Santa Ynez Stone & Topsoil		09/19/2016 Regular	0.00	90.72 33584
8284	Invoice	09/06/2016	Repairs & Maintenance	0.00	90.72
10207	Solvang Danish Days Foundation		09/19/2016 Regular	0.00	27,500.00 33585
9/2016	Invoice	09/08/2016	2016 Danish Days Festival	0.00	27,500.00
11179	Todd Pipe & Supply		09/19/2016 Regular	0.00	23.35 33586
323834	Invoice	09/09/2016	Repairs & Maintenance	0.00	9.60
323870	Invoice	09/12/2016	Parts for Belt Press	0.00	13.75
10214	USA Blue Book		09/19/2016 Regular	0.00	116.89 33587
057339	Invoice	09/12/2016	Supplies Pyrex Economy Graduated	0.00	116.89
11221	Advanced Infrastructure Technologies		09/26/2016 Regular	0.00	2,592.00 33592
160628	Invoice	09/16/2016	New cleaning nozzle for Vac-Con	0.00	2,592.00
11062	American Society of Civil Engineers dba ASCE		09/26/2016 Regular	0.00	295.00 33593
16/17 BV	Invoice	09/16/2016	Annual Membership for Bradley S Vidro	0.00	295.00
10873	Aqua-Metric Sales Company		09/26/2016 Regular	0.00	36,034.37 33594
0062318-IN	Invoice	09/15/2016	AMR Water Meter System - Phase 1	0.00	36,034.37
11155	Baker, Manock & Jensen		09/26/2016 Regular	0.00	7,323.23 33595
413164	Invoice	09/12/2016	General Water Matters	0.00	155.00
413165	Invoice	09/12/2016	Environmental Impact Report	0.00	7,168.23
11190	Cal Native dba Windmill Nursery		09/26/2016 Regular	0.00	98.88 33596
197776	Invoice	09/09/2016	Repairs & Maintenance	0.00	98.88
51048	Christina Limoges		09/26/2016 Regular	0.00	150.00 33597
INV0003722	Invoice	09/20/2016	Cancelled event 9/24/16 refund rent amount	0.00	150.00
10220	D.J. Dunn Construction		09/26/2016 Regular	0.00	3,930.07 33598
PW 073B retention	Invoice	09/12/2016	Vetrans Hall Window Replacement	0.00	3,930.07
11145	Ferguson Enterprises, Inc		09/26/2016 Regular	0.00	213.71 33599
3760792	Invoice	09/09/2016	Repairs & Maintenance	0.00	213.71
11365	Frontier Communications		09/26/2016 Regular	0.00	362.56 33600
1425 9/16	Invoice	09/13/2016	Acc# 805-686-1425-080105-5	0.00	233.86
5575 9/16	Invoice	09/13/2016	Acc# 805-688-5575-062171-5	0.00	128.70
51057	Karlene Goff		09/26/2016 Regular	0.00	240.00 33601
INV0003724	Invoice	09/20/2016	Toilet Rebate	0.00	240.00
10895	Lee Central Coast Newspaper		09/26/2016 Regular	0.00	194.08 33602
90090	Invoice	09/15/2016	Lot Split 1849 Old Mission Drive	0.00	137.67
90091	Invoice	09/15/2016	Zoning Regulations	0.00	56.41
10027	Lompoc Excel Personnel Svs Inc		09/26/2016 Regular	0.00	1,101.60 33603

City of Solvang Warrant Register

Date Range: 09/01/2016 - 09/30/2016

Number	Payment Date	Vendor Number	Vendor Name	Payment Type	Payable Amount	Payment Amount
Payable #	Payable Type	Payable Date	Payable Description			
2058524	Invoice	09/08/2016	Heidi Serbus	0.00	1,101.60	
10949	Municipal Maintenance Equipment Inc.	09/26/2016	Regular	0.00	380.14	33604
0113133-IN	Invoice	09/09/2016	Rotary Union	0.00	380.14	
11187	Nu-Tech Pest Management	09/26/2016	Regular	0.00	461.00	33605
0121822	Invoice	09/02/2016	Gopher Sunnyfields	0.00	125.00	
0121823	Invoice	09/09/2016	Gopher Sunnyfields	0.00	125.00	
0122097	Invoice	09/06/2016	Ants, Earwigs, Spiders HCA	0.00	82.00	
0122098	Invoice	09/06/2016	Ground Squirrels HCA	0.00	129.00	
11137	Pacific Gas & Electric Company	09/26/2016	Regular	0.00	4,609.64	33606
5526-1 9/16	Invoice	09/15/2016	Acc# 3982645526-1	0.00	4,609.64	
11378	SUSP, Inc	09/26/2016	Regular	0.00	6,201.90	33607
270	Invoice	08/05/2016	July 1, 2016 - July 31, 2016	0.00	2,356.18	
271	Invoice	09/05/2016	August 1, 2016 - August 31, 2016	0.00	3,845.72	
11176	The Gas Company	09/26/2016	Regular	0.00	81.05	33608
9410 6 9/16	Invoice	09/20/2016	Acc# 188 514 9410 6 8/17/16 - 9/16/16	0.00	37.31	
9500 0 9/16	Invoice	09/20/2016	Acc# 098 214 9500 0 8/17/16 - 9/16/16	0.00	43.74	
10999	Platinum Plus for Business dba Business Card	09/22/2016	Regular	0.00	5,736.78	33609
3831 9/16	Invoice	09/10/2016	August 11, 2016 - September 10, 2016	0.00	5,736.78	
10051	Terry E. Krieg, CPA	09/22/2016	Regular	0.00	12,600.00	33610
INV0003766	Invoice	09/22/2016	Second progress billing for FY end 6/30/16	0.00	12,600.00	
11136	Petty Cash	09/26/2016	Regular	0.00	200.00	33616
Teen Dane 9/16	Invoice	09/26/2016	Petty Cash for Teen Dance 9/30/16	0.00	200.00	
11321	Premier Access Insurance Company	09/29/2016	Regular	0.00	431.05	33648
CM0000079	Credit Memo	09/29/2016	Credit-Padilla	0.00	-61.60	
INV0003777	Invoice	09/29/2016	Retiree Dental October	0.00	492.80	
INV0003778	Credit Memo	09/29/2016	Misc	0.00	-0.15	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	94	0.00	507,479.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	89	45	0.00	110,982.90
	212	139	0.00	618,462.18

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	9/2016	618,462.18
			<u>618,462.18</u>



Santa Barbara County Fire Department Quarterly Report For The City of Solvang July – September 2016

This Quarterly Report is provided to the City of Solvang by the Santa Barbara County Fire Department. It is a summary of emergency responses and calls for service as well as Fire Prevention activities.

EMERGENCY RESPONSES AND CALLS FOR SERVICE

The statistics below document the 156 calls for service for the City of Solvang for July – September 2016

Fire Incident Type	Incident Type Count
Incident District/Zone: 30	
Assist invalid	11
Brush or brush-and-grass mixture fire	1
Dispatched and cancelled en route	19
EMS call, excluding vehicle accident with injury	96
Excessive heat, scorch burns with no ignition	1
Gas leak (natural gas or LPG)	1
Heat detector activation due to malfunction	3
Motor vehicle accident with injuries	2
Motor vehicle accident with no injuries.	2

Fire Incident Type	Incident Type Count
No incident found on arrival at dispatch address	13
Public service	1
Service Call, other	3
Smoke detector activation due to malfunction	1
Smoke scare, odor of smoke	1
Water or steam leak	1
	Total: 156
	Total: 156

INCIDENTS BY UNIT AND DISTRICT

The statistics below document the 226 calls for service by unit and district for
Station 30 July –September 2016

Incident District/Zone	Incident District
Apparatus ID: E30	
30	1
	Total: 1
Apparatus ID: E330	
	1

Incident District/Zone	Incident District
18	3
22	1
30	2
31	5
32	2
51	1
Total: 15	
Apparatus ID: ME30	
13	
18	4
24	1
30	144
31	19
32	25
51	4
Total: 210	
Total: 226	

FIRE PREVENTION DIVISION ACTIVITY

The Fire Prevention Division recorded the following activity for the months of
July – September 2016

<u>Fire Prevention Activities</u>	<u>July</u>	<u>August</u>	<u>September</u>
Fire Protection Certificates	0	0	1
Plan Checks	11	2	1
Development Reviews	0	1	0

**If you have questions or comments regarding this report,
please contact Captain Dave Zaniboni at (805) 681-5531.**

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
Incident District/Zone: 30				
7/5/16	30	Dispatched and cancelled en route	Emergency	
7/6/16	30	Dispatched and cancelled en route	Emergency	
9/26/16	30	Dispatched and cancelled en route	Non-Emergency	
9/3/16	30	Dispatched and cancelled en route		
9/12/16	32	Dispatched and cancelled en route	Emergency	
9/12/16	30	Dispatched and cancelled en route	Emergency	
9/19/16	30	Dispatched and cancelled en route	Emergency	
9/21/16	30	Dispatched and cancelled en route	Emergency	
9/23/16	30	Dispatched and cancelled en route	Emergency	
7/22/16	30	Dispatched and cancelled en route		
7/28/16	30	Dispatched and cancelled en route	Emergency	
8/10/16	30	Dispatched and cancelled en route	Emergency	
8/30/16	30	Dispatched and cancelled en route		
7/26/16	30	No incident found on arrival at dispatch address	Non-Emergency	-0:00:19

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
9/17/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:01:26
8/10/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:01:33
9/17/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:01:39
7/4/16	31	EMS call, excluding vehicle accident with injury	Emergency	-0:01:47
9/4/16	30	EMS call, excluding vehicle accident with injury		-0:01:53
9/9/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:10
8/9/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:13
9/26/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:14
8/22/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:19
8/18/16	23	EMS call, excluding vehicle accident with injury	Emergency	-0:02:33
8/7/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:33
7/21/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:33
7/27/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:35
8/17/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:36
7/27/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:36

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
7/8/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:51
8/7/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:52
9/20/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:02:52
7/23/16	31	Motor vehicle accident with no injuries.	Emergency	-0:02:55
7/6/16	30	Excessive heat, scorch burns with no ignition	Non-Emergency	-0:03:00
8/27/16	30	EMS call, excluding vehicle accident with injury		-0:03:00
8/21/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:02
8/13/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:02
9/11/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:08
8/13/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:10
8/11/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:11
9/6/16	30	No incident found on arrival at dispatch address		-0:03:11
8/27/16	30	Public service		-0:03:11
8/27/16	30	Motor vehicle accident with no injuries.		-0:03:11
9/17/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:14

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
8/4/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:14
7/4/16		EMS call, excluding vehicle accident with injury	Emergency	-0:03:15
7/19/16	30	Dispatched and cancelled en route	Emergency	-0:03:19
9/5/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:20
9/21/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:22
9/25/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:31
8/10/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:35
7/23/16	30	No incident found on arrival at dispatch address	Emergency	-0:03:37
8/31/16	30	Smoke detector activation due to malfunction	Emergency	-0:03:39
8/2/16	30	Dispatched and cancelled en route	Emergency	-0:03:44
9/11/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:47
9/15/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:48
8/13/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:48
7/8/16	30	Heat detector activation due to malfunction	Emergency	-0:03:48
7/22/16	30	EMS call, excluding vehicle accident with injury		-0:03:54

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
7/28/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:03:57
9/23/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:00
8/21/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:05
9/8/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:06
9/17/16	30	Assist invalid	Emergency	-0:04:06
8/4/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:12
9/7/16	30	EMS call, excluding vehicle accident with injury		-0:04:15
8/18/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:19
9/12/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:21
9/22/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:28
9/1/16	30	Assist invalid	Non-Emergency	-0:04:32
8/9/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:33
8/15/16	30	No incident found on arrival at dispatch address	Emergency	-0:04:34
8/7/16	30	Heat detector activation due to malfunction	Emergency	-0:04:36
7/5/16	32	EMS call, excluding vehicle accident with injury	Emergency	-0:04:41

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
9/12/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:41
9/10/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:48
9/5/16	30	No incident found on arrival at dispatch address	Emergency	-0:04:49
8/6/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:50
8/9/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:52
7/20/16	30	Dispatched and cancelled en route	Emergency	-0:04:52
8/11/16	30	Heat detector activation due to malfunction	Non-Emergency	-0:04:53
9/25/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:53
9/25/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:53
8/4/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:53
7/13/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:04:53
9/10/16	30	EMS call, excluding vehicle accident with injury	Non-Emergency	-0:04:56
9/20/16	30	No incident found on arrival at dispatch address		-0:04:59
9/23/16	30	No incident found on arrival at dispatch address	Emergency	-0:05:02
9/2/16	30	Motor vehicle accident with injuries	Emergency	-0:05:03

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
8/19/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:04
9/7/16	30	EMS call, excluding vehicle accident with injury		-0:05:10
8/10/16		EMS call, excluding vehicle accident with injury	Emergency	-0:05:15
8/4/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:16
8/8/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:18
9/23/16	30	No incident found on arrival at dispatch address	Emergency	-0:05:18
7/17/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:18
8/29/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:19
7/19/16	30	EMS call, excluding vehicle accident with injury		-0:05:23
8/9/16	30	EMS call, excluding vehicle accident with injury	Non-Emergency	-0:05:25
7/16/16		Smoke scare, odor of smoke	Emergency	-0:05:25
7/16/16	30	Dispatched and cancelled en route	Emergency, Downgraded to Non-Emergency	-0:05:25
9/2/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:28
8/15/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:36
9/7/16	30	EMS call, excluding vehicle accident with injury		-0:05:40

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
8/1/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:43
9/5/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:05:47
7/17/16	30	Assist invalid	Emergency, Downgraded to Non-Emergency	-0:05:52
7/21/16	30	No incident found on arrival at dispatch address	Emergency	-0:05:53
9/3/16		Service Call, other	Non-Emergency	-0:06:00
8/27/16	30	EMS call, excluding vehicle accident with injury		-0:06:02
8/13/16	30	No incident found on arrival at dispatch address	Non-Emergency	-0:06:05
9/7/16	30	EMS call, excluding vehicle accident with injury		-0:06:07
7/19/16	32	EMS call, excluding vehicle accident with injury	Non-Emergency	-0:06:08
9/14/16	31	EMS call, excluding vehicle accident with injury	Emergency, Downgraded to Non-Emergency	-0:06:09
8/9/16	30	EMS call, excluding vehicle accident with injury	Non-Emergency	-0:06:18
7/5/16	30	Assist invalid	Non-Emergency	-0:06:19
7/17/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:06:33
7/15/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:06:35
8/11/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:06:36

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
8/7/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:06:43
9/26/16	30	Assist invalid	Non-Emergency	-0:06:45
9/12/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:06:46
9/20/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:06:48
7/1/16	30	EMS call, excluding vehicle accident with injury		-0:07:12
9/3/16	30	EMS call, excluding vehicle accident with injury		-0:07:27
7/5/16	30	EMS call, excluding vehicle accident with injury	Emergency, Downgraded to Non-Emergency	-0:07:36
8/21/16	30	Dispatched and cancelled en route	Non-Emergency	-0:07:39
7/27/16	30	Assist invalid	Non-Emergency	-0:07:47
8/3/16	30	Assist invalid	Non-Emergency	-0:07:56
9/10/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:07:56
7/14/16	30	Gas leak (natural gas or LPG)	Emergency	-0:07:57
7/6/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:08:00
7/4/16	30	Service Call, other	Non-Emergency	-0:08:02
9/28/16	30	EMS call, excluding vehicle accident with injury		-0:08:06
8/24/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:08:28

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
8/1/16	30	Assist invalid	Emergency	-0:08:57
9/26/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:09:13
8/9/16	30	EMS call, excluding vehicle accident with injury	Non-Emergency	-0:09:27
9/11/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:09:38
7/3/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:09:50
8/31/16	30	Brush or brush-and-grass mixture fire	Emergency	-0:09:58
8/30/16	30	No incident found on arrival at dispatch address		-0:10:18
7/21/16	30	Assist invalid	Non-Emergency	-0:10:21
9/5/16	32	EMS call, excluding vehicle accident with injury	Emergency, Downgraded to Non-Emergency	-0:10:30
9/26/16	32	Assist invalid	Emergency	-0:10:33
7/28/16	30	No incident found on arrival at dispatch address	Non-Emergency	-0:10:39
9/1/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:11:08
8/20/16	30	Motor vehicle accident with injuries	Emergency	-0:11:12
7/12/16	30	Water or steam leak	Non-Emergency	-0:11:34
7/7/16	30	Dispatched and cancelled en route	Emergency, Downgraded to Non-Emergency	-0:13:02
7/29/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:14:25

Solvang - Response Time Report

Incident Date (FD1.3)	Incident Primary Station (FD1.4)	Fire Incident Type	Response Mode To Scene	Response Time
9/1/16	30	Assist invalid	Non-Emergency	-0:15:45
8/14/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:17:43
8/2/16	30	Service Call, other	Non-Emergency	-0:21:03
7/1/16	31	EMS call, excluding vehicle accident with injury	Emergency	-0:24:14
7/19/16	30	No incident found on arrival at dispatch address	Non-Emergency	0:00:00

City of Solvang July– September 2016

Response time greater than 8 minutes

7/4/16	30	Service Call, other	Non-Emergency	-0:08:02
9/28/16	30	EMS call, excluding vehicle accident with injury	Cancelled en-route	-0:08:06
8/24/16	30	EMS call, excluding vehicle accident with injury	Emergency (out of district)	-0:08:28
8/1/16	30	Assist invalid	Emergency (out of district)	-0:08:57
9/26/16	30	EMS call, excluding vehicle accident with injury	Emergency, Downgraded to non-emergency	-0:09:13
8/9/16	30	EMS call, excluding vehicle accident with injury	Non-Emergency	-0:09:27
9/11/16	30	EMS call, excluding vehicle accident with injury	Emergency, Downgraded to non-emergency	-0:09:38
7/3/16	30	EMS call, excluding vehicle accident with injury	Emergency (out of district)	-0:09:50
8/31/16	30	Brush or brush-and-grass mixture fire	Emergency (out of district)	-0:09:58
8/30/16	30	No incident found on arrival at dispatch address		-0:10:18
7/21/16	30	Assist invalid	Non-Emergency	-0:10:21
9/5/16	32	EMS call, excluding vehicle accident with injury	Emergency, Downgraded to Non-Emergency	-0:10:30
9/26/16	32	Assist invalid	Emergency (out of district)	-0:10:33
7/28/16	30	No incident found on arrival at dispatch address	Non-Emergency	-0:10:39
9/1/16	30	EMS call, excluding vehicle accident with injury	Emergency Cancelled en route	-0:11:08
8/20/16	30	Motor vehicle accident with injuries	Emergency (out of district)	-0:11:12
7/12/16	30	Water or steam leak	Non-Emergency	-0:11:34
7/7/16	30	Dispatched and cancelled en route	Emergency, Downgraded to Non-Emergency	-0:13:02
7/29/16	30	EMS call, excluding vehicle accident with injury	Emergency (out of district)	-0:14:25

9/1/16	30	Assist invalid	Non-Emergency	-0:15:45
8/14/16	30	EMS call, excluding vehicle accident with injury	Emergency	-0:17:43
8/2/16	30	Service Call, other	Non-Emergency	-0:21:03
7/1/16	31	EMS call, excluding vehicle accident with injury	Emergency	-0:24:14



**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Lisa S. Martin, City Clerk

MEETING DATE: October 10, 2016

DATE PREPARED: October 4, 2016

SUBJECT: SCVB CRISIS COMMUNICATION PLAN

I. RECOMMENDATION:

Receive and file the Solvang Conference and Visitor's Bureau Crisis Communication Plan.

II. BACKGROUND:

In October 2015 I was asked to be part of a committee to develop a Crisis Communication Plan to dictate how the SCVB will communicate emergency information to its members. This document identifies the chain of command and procedures for communications during a disaster. The principal contact name will be added to the City's emergency operations manual to receive PIO updates to best keep the community advised.

As Solvang is a city with very high tourist activity, this document is meant to enable the SCVB to better communicate important facts to hotels and transport services to best service the tourists who may be in the area during an unfortunate disaster event.

III. FISCAL IMPACT:

None

IV. ATTACHMENT:

Crisis Communication Plan



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

SOLVANG CVB CRISIS COMMUNICATION PLAN

REVISED as of 6-1-16

FOREWORD FROM THE CITY OF SOLVANG

The City of Solvang has an adopted Emergency Management Plan (EMP) for procedures to be utilized in the event of emergencies. It is recommended that all concerned review this document available online here: <http://www.cityofsolvang.com/documentcenter/view/441>

Coordination with local agencies is a part of the City's extensive EMP plan. The Solvang CVB will receive information from the City's Emergency Operation Center as an assisting agency. The Solvang CVB Crisis Communication Plan does not and cannot replace portions of the City's EMP. The City's EMP assigns the City's Public Information Officer (PIO) as the point of all information distribution. For further details and clarification, please contact City of Solvang Clerk/PIO Lisa Martin at 805-688-5575 or lisam@cityofsolvang.com

A. CRISIS SCENARIOS

1. A crisis is any unfavorable situation with power to generate negative publicity for the city and in the contact of this SCVB CCP, ***potentially impact the local tourism/hospitality industries*** in a negative manner. Generally speaking, there are three main types of crisis:
 - a. Natural Crisis: An emergency in the environment including heavy rain/floods, snowstorm (San Marcos Pass); extreme heat, drought, windstorms, earthquakes, lightning strikes or fires.
 - b. Human-Created Crisis: A situation brought about by human action, including a bombing or bomb threat (VAFB rocket launches), gun violence, riot (Lompoc Penitentiary), travel industry-related strike, plane crash, hazardous waste or oil spill, prolonged power outage, murder or death (of well-known resident or celebrity visitor—e.g. Michael Jackson in 2009).
 - c. Bio-Hazard: Outbreak of influenza, bacterial infection, agricultural pests, water contamination or nuclear plant issue (Diablo Canyon is 62 driving miles from Solvang)
2. In the event of any type of crisis, the SCVB Crisis Management Team (CMT) will meet to assess the situation and develop a thorough plan for dealing with the particular crisis that can impact the hospitality/tourism industry.

B. DEFINE THE SCVB CRISIS MANAGEMENT TEAM (CMT)*

**Contact information attached will be updated quarterly (January, April, July, October)*

1. In the immediate onset of ***an emergency potentially impacting the local tourism/hospitality industries***, the SCVB Executive Director will be contacted by the City PIO and be apprised of the situation.



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

B 1. continued

SCVB Executive Director will then contact the SCVB Board President and the SCVB Media Relations Consultant and the Solvang Chamber CEO. A determination will then be made by the SCVB Executive Director to assemble the CMT at the SCVB public offices (436 Alisal Rd. Suite G) or by phone as soon as possible.

B2. This SCVB team shall be responsible for the release and flow of all relevant information to SCVB employees, SCVB board members and tourism partners. The team will meet in person or by phone at regular intervals to provide updates on the situation. The CMT will be comprised of the following individuals, whose specific assignments are spelled out after their titles. Please note that these individuals are liaisons to particular groups or officials, they are NOT spokespeople for the City of Solvang or SCVB.

CMT Nucleus “A List”:

- SCVB Executive Director – official point of contact for City of Solvang PIO, SCVB Staff, governmental and media relations. Liaison to SCVB staff, SCVB Board of Directors, SCVB members, and media.
- Media Relations Consultant - . Liaison to media. In the Executive Director absence, liaison to SCVB staff, SCVB members, City of Solvang PIO, etc.
- SCVB President and Board of Directors
- Solvang Chamber of Commerce CEO and Board President

Depending on the nature of crisis, the following individuals may also provide information and/or advise members of the SCVB CMT:

Government Agencies:

- City of Solvang Police Chief/Santa Barbara County Sheriff (or PIO). NOTE: The City of Solvang contracts with the Santa Barbara County Sheriff's Office for law enforcement services. For non-emergency police calls, please call 805-686-5000. The Solvang Sheriff Substation is located at 1745 Mission Drive.
- City of Solvang Fire Chief/Santa Barbara County Fire Chief (or PIO) Contract with Station No. 30 located at 1644 Oak Street, Solvang. (For non-emergency fire service inquiries, please call 805-686-8184.)
- City of Solvang Public Works Director
www.cityofsolvang.com/index.php/departments/public-works
- California Highway Patrol (station in Buellton) [www.chp.ca.gov/find-an-office/coastal-division/offices/\(755\)-buellton](http://www.chp.ca.gov/find-an-office/coastal-division/offices/(755)-buellton)
- County of Santa Barbara Office of Emergency Management
www.countyofsb.org/ceo/oem.sbc
- USDA Forest Service: Los Padres National Forest PIO www.fs.usda.gov/lpnf/
- US Bureau of Alcohol, Tobacco, Firearms and Explosives www.atf.gov/
- Vandenberg Air Force Base PIO
www.vandenberg.af.mil/library/factsheets/factsheet.asp?id=4638
- Federal Penitentiary Lompoc www.bop.gov/locations/institutions/lof/



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

Transportation:

- Cal Trans (controls SR 246/Mission Drive; 154 and 101) www.dot.ca.gov/
- Santa Ynez Valley Transit Agency www.syvt.com
- Santa Ynez Valley Airport Authority www.santaynezairport.com/
- Amtrak USA www.amtrak.com
- Amtrak Pacific Surfliner www.pacificsurfliner.com
- Clean Air Express www.cleanairexpress.com
- Wine Country Express (operated by City of Lompoc Transit-COLT)
www.cityoflompoc.com/transit

Others:

- Solvang Chamber of Commerce www.solvangcc.com
- Santa Ynez Valley Cottage Hospital 24/7/365 Emergency Department (2050 Viborg Road, Solvang) www.cottagehealth.org/syvch
- Santa Ynez Band of Chumash Indians www.santaynezchumash.org/
- Buellton Chamber of Commerce & Visitors Bureau www.buellton.org
- Santa Ynez Chamber of Commerce www.santaynezchamber.org/
- Visit Santa Ynez Valley www.visitsyv.com
- Visit Santa Barbara www.santabarbaraca.com
- Santa Barbara (County) Vintners www.sbwinecountry.org
- Santa Barbara County Film Commissioner (Liaison to film industry clients)
www.filmsantabarbara.com
- Central Coast Tourism Council www.centralcoast-tourism.com/
- Visit California www.visitcalifornia.com/

C. Crisis Management Team (CMT) Communications Network

In some cases regarding *an emergency potentially impacting the local tourism/hospitality industries*, the SCVB will work with the City of Solvang PIO and assist in creating media statements, and communicating proactively with media and tourism partners. In these cases, the SCVB's partners should be apprised of the SCVB's position and know to whom at the SCVB media/client calls should be directed. In most other events, another entity will take the lead in making decisions and communicating information. In those instances, the SCVB will effectively disseminate information drafted by the lead entity. The SCVB will also refer media and the public to the designated spokesperson.

Once a plan has been implemented by the SCVB CMT, copies of the plan shall be distributed to the effected following entities:

- Solvang City Manager and PIO
- Solvang Mayor & City Council Members (5)
- SCVB Board of Directors (5)
- Solvang Chamber of Commerce Members
- Transportation Authorities



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

- Santa Barbara County Supervisors
- Governor's Office
- Area Chambers of Commerce and Tourism Organizations
- Hoteliers/other hospitality industry members

D. FIRST STEPS FOR SCVB

1. Gear up the Crisis Management Team: Contact the immediate “A” list and call an emergency meeting at the designated “crisis center” at Solvang Conference & Visitors Bureau offices (436 Alisal Road, Suite G)—alternate meeting site is Solvang Visitors Center at 1639 Copenhagen Drive. This meeting should happen within ONE HOUR of *an emergency potentially impacting the local tourism/hospitality industries.*

2. Identify the Spokesperson(s): Depending upon the nature of the crisis, one or two SCVB spokespersons should be identified as the ONLY individuals designated to speak with the public and media **on behalf of the tourism industry.**

If the crisis is not directly related to tourism, deflect spokesperson assignments to the proper authorities.

Possible examples include:

<u>Crisis</u>	<u>Spokesperson</u>
<i>Earthquake/natural disaster</i>	<i>Office of Emergency Management (County)</i>
<i>Oil Spill</i>	<i>Santa Barbara County and/or Federal Agency</i>
<i>Crime/Murder</i>	<i>Police Chief/Santa Barbara County Sheriff</i>
<i>Bomb threat/Ordnance</i>	<i>US Bureau of Alcohol, Tobacco and Firearms Police Chief/Santa Barbara County Sheriff</i>

3. Fact Finding Mission for *an emergency potentially impacting the local tourism/hospitality industries* ONLY: Divide the CMT team and set out to determine the magnitude of the situation effecting tourism entities—such as hotels, restaurants, attractions. Create a call-in center (generally 805-688-6144, the Solvang Visitors Center) for reports. This might include calling or physically scouting businesses and reporting on the status of hotels, restaurants, attractions and any displaced tourists. Determine the severity of the situation as well as “what if” scenarios should the tourism-related crisis compound. Report all information to Solvang City Hall/PIO at 1644 Oak Street, 805-688-5575

4. Key Message Points: Upon completion of the fact finding mission and prior to meeting with the media/public, prepare message points including a Q&A for all sanctioned spokespersons. Points should be fact-driven, concise and accurate at the time of delivery. These points will serve as the basis for daily updates on the destination.



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

Message points should:

- List accurate facts at the time of delivery—WHO, WHAT, WHERE, WHEN, WHY, HOW (HOW MUCH).
 - Provide background on cause/effect at the time of delivery
 - Provide update on steps being taken
 - Mitigate immediate damage due to false information, local media exaggeration, guesswork or negative perceptions
5. Establish a Hot Line/Email address: Select an existing telephone line as the hot line for immediate updates, inquiries or tourist-related questions (805-688-6144; 800-468-6765). The line should be manned by a person on the “A” crisis management team who is well versed on the situation. In the event that tourists are displaced, this hot line should function as a clearinghouse for hotel reassignment. If needed, establish or utilize a designated email account: e.g. info@solvangusa.com to receive all inquiries. Monitor this email and have specific responses ready to cut/paste or be able to refer to appropriate sources or website.
6. Alert Tourism Partners: Once the spokesperson(s) have been identified and message points outlined, alert key tourism partners to alleviate any loose cannons sending out the wrong message. A simple one page “Solvang Update” can be created and distributed daily to the following entities:
- Hotel general manager/sales staff for distribution to front line workers
 - Restaurants & Bakeries & Wine-tasting Rooms
 - Local attractions
 - Transportation services (including taxis, wine tours operators)
 - Local industry partners, including the State of California, Visit Santa Barbara, Visit Santa Ynez Valley and Central Coast Tourism Council
 - Tour Operators & Meeting planners with events booked within 90 days of the incident
7. Stop ALL advertising (print/broadcast/online) and pre-programmed e-blasts immediately following crisis. Re-evaluate advertising/emails blasts in rebound phase as to appropriateness and timing.
- Current Advertising Agency of Record is: Mary Angelo, Principal, Client Services, DVA Advertising & Public Relations, 109 NW Greenwood, Suite 103, Bend, OR 97703; Phone 541-389-2411. www.dvaadv.com
- Current Media Relations (PR) Director is Laura Kath, Mariah Marketing, Box 939, Los Alamos, CA 93440 805-344-1717, www.mariahmarketing.com; laura@mariahmarketing.com



D. MEDIA OUTREACH

Perception is not always reality and the media can quickly paint a picture of disaster – especially television – as was the case with Michael Jackson’s death/possible funeral in the Santa Ynez Valley in June 2009 (it was erroneously broadcast on CNN that a public memorial would be taking place on 7/3/09 at Neverland). To ensure accurate coverage and build bridges for a post-crisis comeback program, the media must have a main link to immediate information.

1. Spokesperson: One person should be appointed to deal directly with the media.

SCVB Updates: The SCVB should distribute one page updates (text/PDF) immediately and continue to do so until *an emergency potentially impacting the local tourism/hospitality industries* has abated. This might include a one-page Fact Sheet or “Media Alert” on pending press conferences or “Tourism Update” on the status of hotels, attractions, transport and infrastructure.

Three means of distribution should be utilized ONLY by authorized spokesperson/user

a. Email Blasts of text and/or PDF

For Media; For Tourism Partners: For Consumers

b. Website: www.SolvangUSA.com

c. Social Media: Facebook, Twitter, BLOG, Instagram

2. Media/Press Conference: In some **rare** cases, it is appropriate to call a press conference by the SCVB. However, in **most** cases, the SCVB will defer to the City of Solvang and County of Santa Barbara agencies handling the emergency response. The SCVB will be ready to provide a representative spokesperson IF REQUESTED to a government/agency official press conference. (E.g. Visit Santa Barbara provided a spokesperson at OEM Press Conference regarding the Refugio Oil Spill in May 2015).

It is recommended that any conference should take place at a place of authority, such as the Solvang City Hall (1644 Oak Street, Solvang, California 93463) or “beauty site” that has been unaffected by the crisis. Follow up press conferences should occur as a vehicle to update the media and disseminate accurate information.

3. Video News Release (VNR): Depending upon the severity of the crisis, a video news release can distribute a visual accounting of the situation that, in scenarios such as an earthquake, fire or oil spill, speaks volumes. This is also effective in dispelling misconceptions. The video news release is a simple 2-5 minute edited segment depicting a spokesperson at different locales throughout the city and must contain a news update to warrant coverage. It can document a positive side of a crisis, cleanup program or areas unaffected. The feed is then sent via satellite to news stations across the nation for pick up— AND it can also be sent via official Solvang CVB Periscope, Facebook and Twitter feeds. This VNR can also be successful as part of a post-crisis campaign.



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

E. MEDIA MONITORING

Print (Newspapers, Magazines), Broadcast (TV, Radio) and Internet and Social Media Coverage: Depending on the extent of the crisis, immediately use existing FREE Google News Alerts for Solvang (or set up specific alerts) and consider use of a paid broadcast-monitoring program to help evaluate both the short- and long-term action plans relating to the crisis. Paid services can be conducted by the SCVB in conjunction with companies such as Cision or Vocus or VMS.

Daily monitoring of Google News Alerts or a paid service will help determine:

- The scope of coverage, local versus national and international (especially points of origin—is it one specific news outlet or type)
- The perception/message the media is delivering to the mass public
- The immediate steps required to offset misconceptions (e.g., freeways closed, fire ravages, tourism areas affected)
- The long-term or comeback strategy

F. LONG TERM REBOUND

The SCVB Executive Director will need to communicate regularly with Visit California and local area tourism partners to coordinate messages and media strategies. The director should proactively pitch positive stories to national, state, regional AND local media. The SCVB CMT should also meet to develop comprehensive marketing strategies and messages. In addition, the following should be considered in the ongoing effort to re-establish the city as a safe and desirable travel location:

1. All travel writers who have visited the city in the last six months should receive a personal invitation to return and evaluate the effect of the crisis.
2. Produce a video highlighting attractions and hotel properties that are not affected. Target local celebrities to complement the Executive Director/Board President as spokespersons.
3. Shoot still and video footage for post-crisis promotions.
4. Review current advertising campaigns/marketing programs to determine if messages are appropriate or if campaign should be suspended.
5. Work with other departments and partners to develop new marketing messages and strategies.
6. After the crisis has subsided (1-4 months later, depending on the nature of the crisis), begin advertising strongly in primary markets. Design and purchase advertising in trades and public media concerning the city's status for travelers.
7. Develop a post-crisis media kit for use during any necessary media Familiarization visits.
8. Provide regular interviews to the media.
9. Proactively keep industry partners (media, international marketing affiliates, tour operators, film professionals, meeting planners, etc.) informed of developments, progress, and long-term impact of crisis.
10. Incorporate post-crisis outreach into marketing plan for at least one year after crisis.

Page 7 of 9



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

G. CONTACT INFORMATION *(update quarterly--January, April, July, October)*

SCVB STAFF:

Visitors Center 1639 Copenhagen Drive, Solvang, CA 93463(cottage in City Parking Lot 2),
Main Phone: 805-688-6144; toll-free 1-800-468-6765
Administration Office, 436-G Alisal Road, Box 70, Solvang, CA 93464 (behind windmill)
Direct admin office lines: 805-686-8514 and 805-686-8519 (Not for publication)

Executive Director: Tracy Farhad, tracy.farhad@solvangusa.com; cell: 805-245-0851
Digital Media Director: Brenda Ball, Brenda.ball@solvangusa.com; cell: 805-714-0359
Visitors Center Supervisor: Dean Klitgaard, cell 805-245-2196; home 805-688-5354
Media Relations Director: Laura Kath, laura@mariahmarketing.com; office/home 805-344-1717;
cell 805-570-4540

2016 SCVB Board Members:

Dr. Kenneth Harwood harwood.ken@verizon.net; hm 805-686-9668
Angie Horn: angiehal@gmail.com, cell 805-350-8314
Kim Jensen: kim@ingeborgs.com; cell 805-266-8768
Jeff Paaske: jpaaske@verizon.net; cell 805-245-1264; wk 805-688-4645
David Rasmussen drsolvang@msn.com; cell 805-291-9102; wk 805-688-6636
Susan Williams: susan@wanderingdogwinebar.com cell 805-245-0626; wk 805-686-9126

CITY OF SOLVANG:

City Manager: Brad Vidro, bradv@cityofsolvang.com; ICE:
Public Information Officer/City Clerk Lisa Martin, lisam@cityofsolvang.com; ICE:
Public Works Director: Matt van der Linden, mattv@cityofsolvang.com; ICE:
Solvang Police Chief/Deputy Sheriff: _____ 805-686-5000
Solvang Fire Chief: _____ 805-686-8184

COUNTY OF SANTA BARBARA

Fire Department: Captain David Zaniboni, Public Information Officer
Office 805.681-5531; Cell 805.689-0599
News Line 805-681-5546
Email david.zaniboni@sbcfire.com

Sheriff's Department: Ms. Kelly Hoover, Public Information Officer
Desk: 805-681-4192 or main line: 805-681-4100
Email: kmh4654@sbsheriff.org or pio@sbsheriff.org



SOLVANG

SOLVANG CONFERENCE & VISITORS BUREAU

ADDENDUM—RESOURCES

ALERTS/Advisories

<http://awareandprepare.org/>

(Sign up for free alerts from this new Santa Barbara County service)

Nixle: Text your zip code to 888777 and receive important local law enforcement and other public safety ALERTS and ADVISORIES.

Visit <https://local.nixle.com/santa-barbara-county-sheriff/> and subscribe to get alerts, advisories, and community messages via text and/or email.

CURRENT ROAD CONDITIONS:

California Department of Transportation: www.dot.ca.gov/ (805) 568-0858

SB County Road Closures: <http://cosb.countyofsb.org/pwd/pwroads.aspx?id=2974>

CHP Traffic Report: <http://cad.chp.ca.gov/Traffic.aspx>

SCVB SOCIAL MEDIA CHANNELS

<https://www.facebook.com/SolvangVisitorCenter>

<https://twitter.com/solvangusa>

<https://instagram.com/solvangusa>

Groups on Facebook:

SYV Help/Resource (formerly SYV Buzz)

Santa Ynez Valley News & Emergency Reporting

Saint Barbara's + County Breaking News & Traffic Alerts



**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: October 10, 2016

DATE PREPARED: October 3, 2016

**SUBJECT: NOTICE OF COMPLETION FOR THE FY 2016-17 PAVEMENT
MAINTENANCE PROJECT, PW 082**

I. RECOMMENDATION:

Accept the FY 2016-17 Pavement Maintenance Project, PW 082, and direct the City Manager to execute and record the Notice of Completion.

II. BACKGROUND:

At its July 11, 2016 Regular Meeting, the Solvang City Council awarded the construction contract for the FY 2016-17 Pavement Maintenance Project to Berry General Engineering Contractors, Inc. in the amount of \$432,425.00 with a change order contingency of \$15,000. As part of our ongoing maintenance of the roadways and walkways for the visitors and citizens of the City of Solvang, the FY 2016-17 Pavement Maintenance Project, PW 082 consisted 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 was performed throughout the City as shown in the attached Project Location Map.

III. DISCUSSION:

In summary, the FY 2016-17 Pavement Maintenance Project was successfully completed. Concrete sidewalk, access ramps, and curbs & gutters were installed. Various streets were crack sealed, AC pavement dig-out repairs were made, AC grindings were disposed of, parking lots were slurry sealed, extensive traffic control was used, new traffic striping, markings and markers were placed, and related work was performed. All these maintained areas are safer, conform to ADA requirements, provide better accessibility, as well as improve functionality and appearance of the City's roadway system.

A summary of all costs associated with this project is as follows:

• Engineering-Design Work (performed in-house)	\$ 0.00
• Construction Management & Inspection (in-house)	\$ 0.00
• Initial Construction Contract	\$ 432,425.00
• Adjusted Actual Quantities	\$ -5,994.66
• Total	\$ 426,430.34

The total construction cost was \$426,430.34. The construction was completed on time and under budget. This project has added beneficial street and sidewalk improvements throughout the City of Solvang.

IV. FISCAL IMPACT:

There is no fiscal impact with the Notice of Completion. However, the Notice of Completion starts the clock on the warranty period, and provides a period of time during which potential lien holders may address any non-payment issues with the contractor.

The project began at the end of July 2016 and was completed in FY 2016-17. The City's Fiscal Year 2016-17 budget included funding for construction in the amount of \$ 447,425 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.

V. ATTACHMENTS:

1. Location Map
2. Project Photos
3. Notice of Completion for the FY 2016-17 Pavement Maintenance Project



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

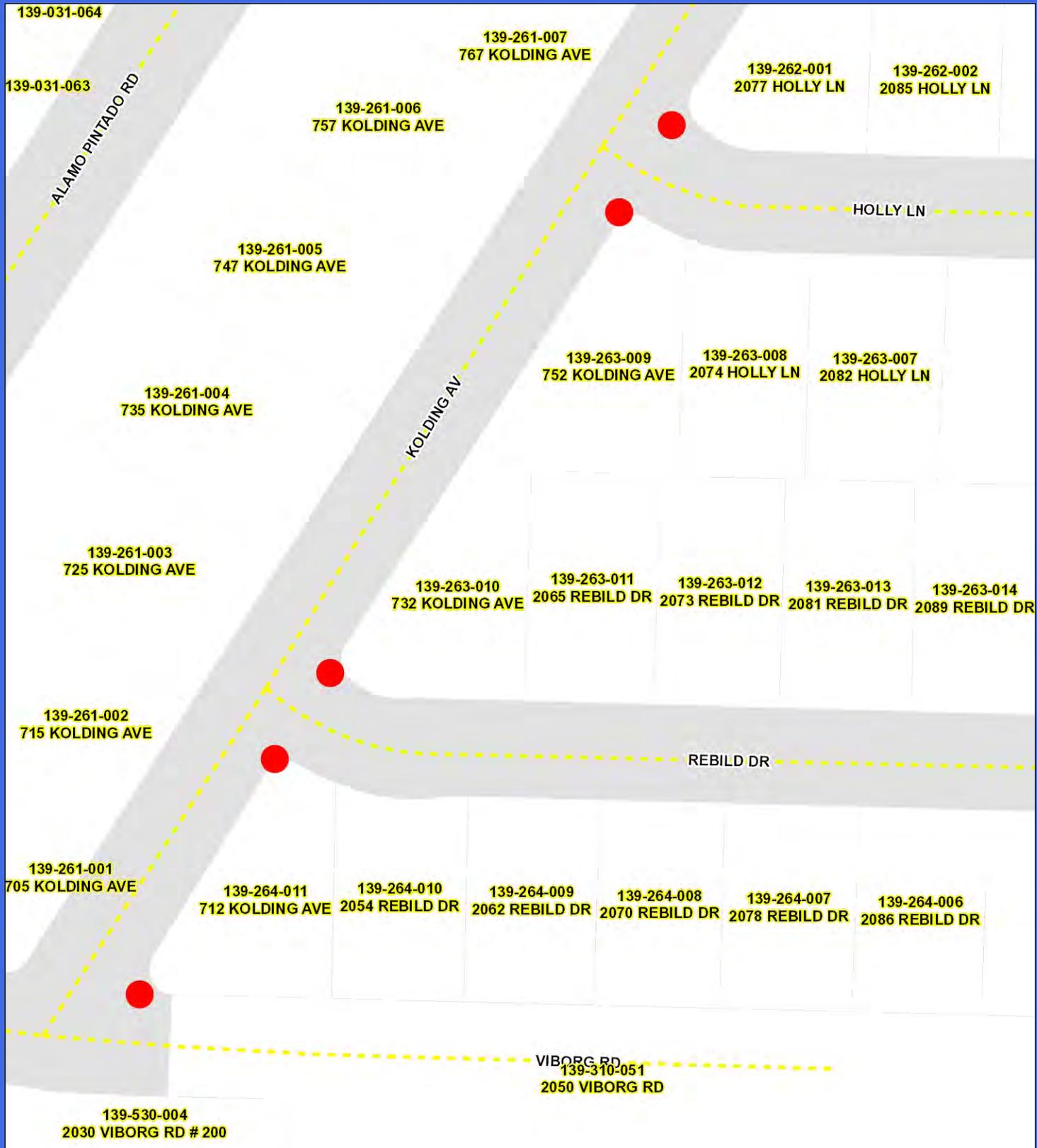
	DIG OUT REPAIRS – SCHEDULE A
	DIG OUT REPAIRS – SCHEDULE B
	CITY STREETS CRACK SEAL
	TYPE I SLURRY SEAL



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

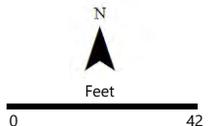
-  City Boundary
-  Streets
-  Tax Parcels

Legend

-  Area with sidewalks but no existing curb ramps.
-  Areas with curb ramps that need to be replaced.

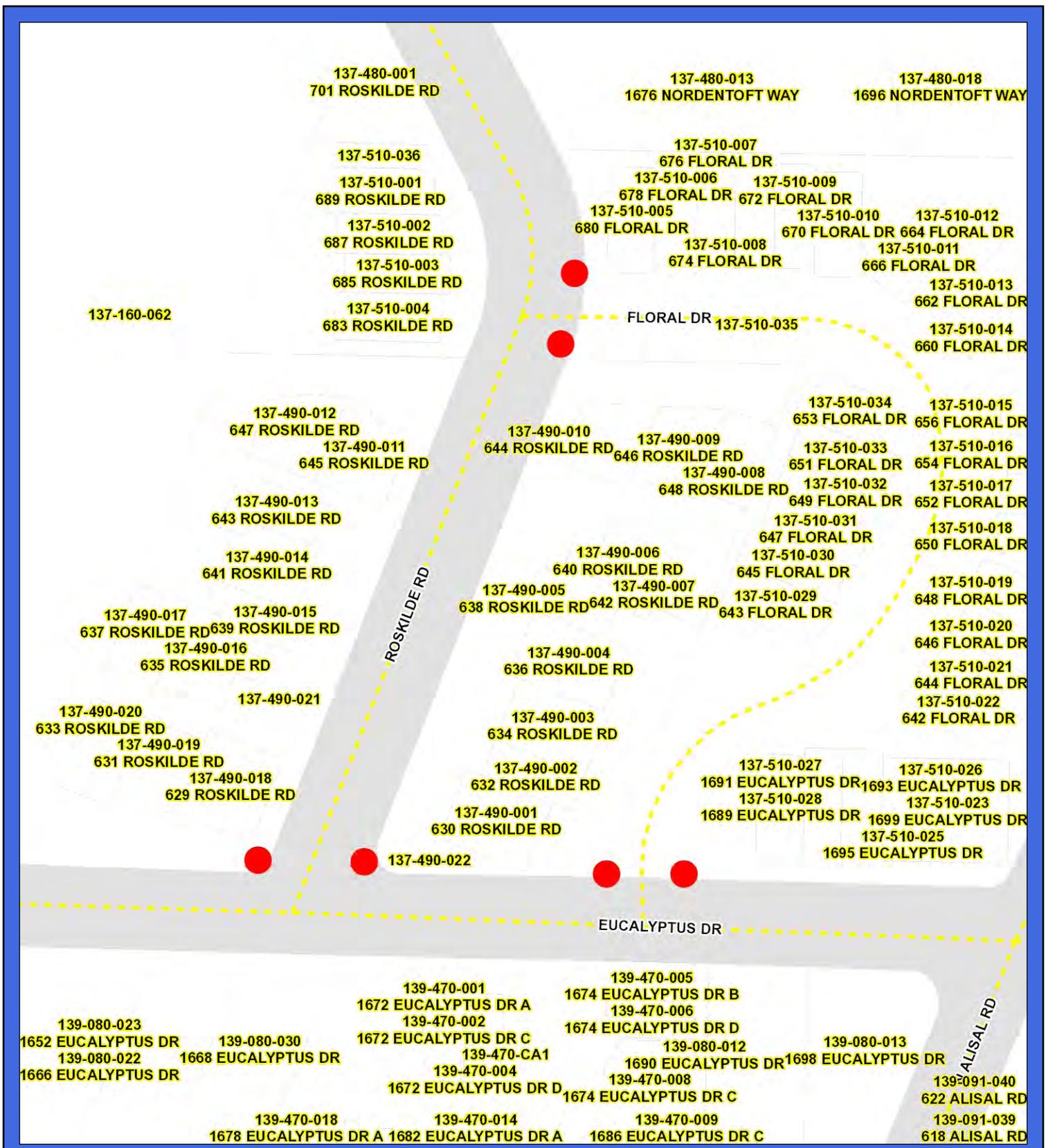
APPENDIX B

SHEET
B-1



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 all data, 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

Legend

-  Area with sidewalks but no existing curb ramps.
-  Areas with curb ramps that need to be replaced.



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

Legend

-  Area with sidewalks but no existing curb ramps.
-  Areas with curb ramps that need to be replaced.
-  Sidewalk to be installed



Feet

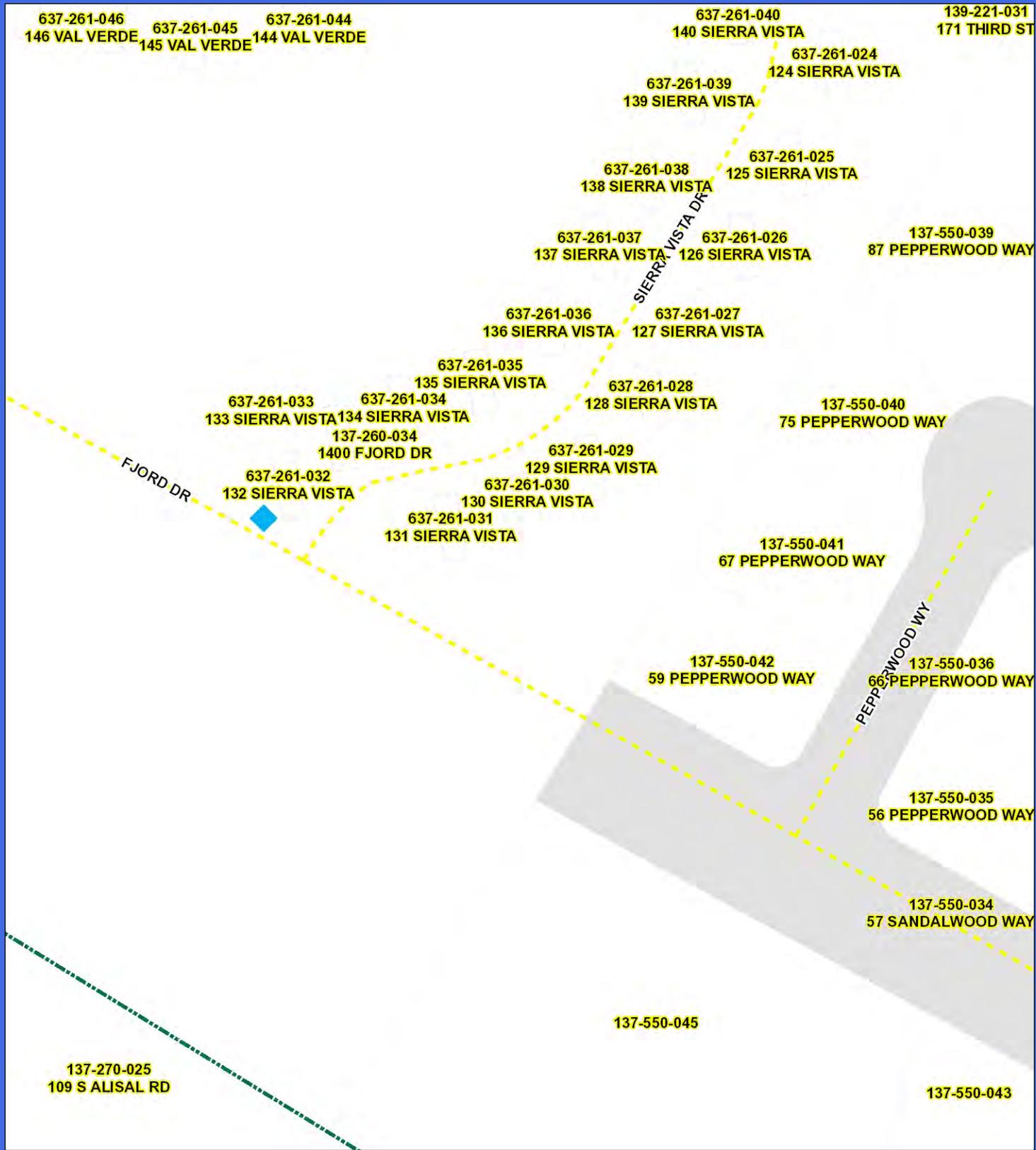
0 133

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

Curb Ramp & Sidewalk

Compiled on 04/26/2016

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

Legend

-  Area with sidewalks but no existing curb ramps.
-  Areas with curb ramps that need to be replaced.



Feet

0 42

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

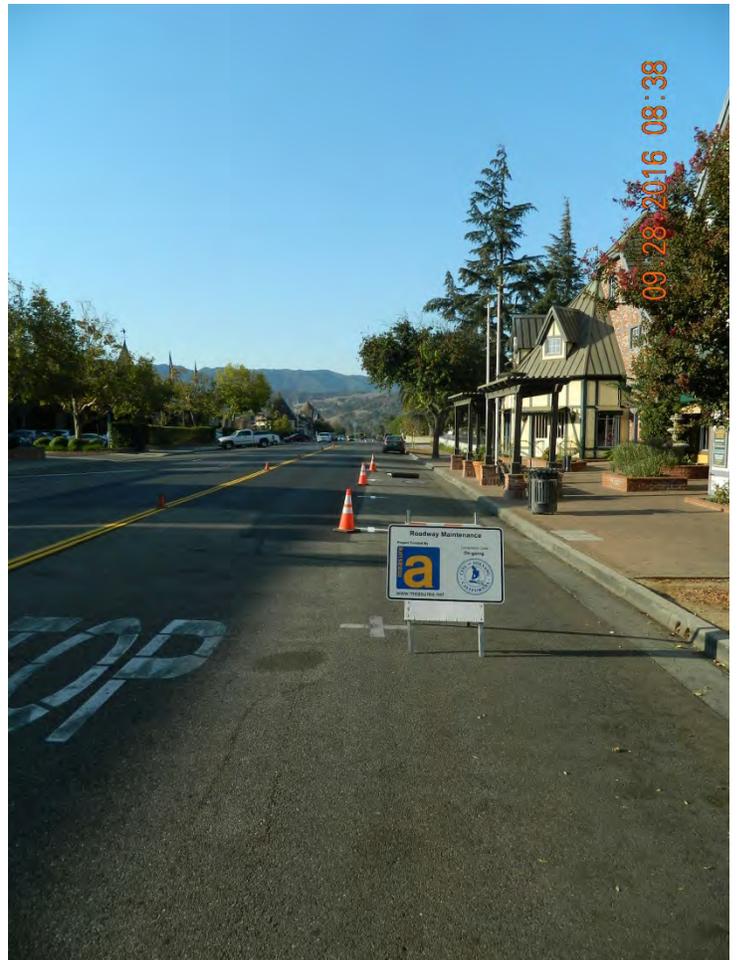
Curb Access Ramp

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

NOTICE OF COMPLETION – PROJECT PHOTOS



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Solvang
1644 Oak Street
Solvang, CA 93463

NO FEE PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described
2. The full name of the owner is **City of Solvang**
3. The full address of the owner is **1644 Oak Street, Solvang CA 93463**
4. The nature of the interest or estate of the owner is; in fee
5. A work of improvement on the property hereinafter described was completed on **September 3, 2016**. The work done was **FY 2016-17 Pavement Maintenance Project, PW 082**.
6. The name of the contractor, if any, for such work of improvement was **Berry General Engineering Contractors, Inc.**
7. The property on which said work of improvement was completed is in the City of Solvang, County of Santa Barbara, State of California, and is described as follows:

Roadway repairs, concrete sidewalk, brick sidewalk, access ramps, concrete curbs & gutters, crack sealing, AC pavement dig-out repairs, disposal of AC grindings, parking lot slurry seal, traffic control, placement of traffic striping, markings and markers, and related work.

Dated: October 3, 2016

Matt van der Linden, PE, Public Works Director/City Engineer

VERIFICATION

I, the undersigned say: I am the **City Manager** of the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2016, at _____, California
(Date of Signature) (City where signed)

Brad Vidro, City Manager

Accepted by the Solvang City Council on _____
(Date Accepted)



**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

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

MEETING DATE: October 10, 2016

DATE PREPARED: September 29, 2016

**SUBJECT: SECOND READING OF PROPOSED AMENDMENT TO TITLE 4
CHAPTER 10 AMENDING MASSAGE REGULATIONS**

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.

On July 25, 2016, the Council directed staff to add the following language for the second reading of the ordinance:

“Notwithstanding Subsection A of this Section, the City Manager is authorized to issue Business Certificates to those persons who have had a valid Solvang business certificate since on or before 6/27/2011.”

Ordinance Amendment – Massage Establishment Regulations

City Council Hearing Date: October 10, 2016

Page 2 of 3

On August 8, 2016, the Council heard public testimony regarding the CAMTC and the process/qualifications required to obtain a CAMTC certificate. Council directed staff to provide additional information regarding the CAMTC, which was provided under separate cover to Council. Staff has brought the ordinance amendment back to Council as presented in draft form on August 8, 2016.

On September 26, 2016, Council directed staff to amend the provision which authorizes the City Manager to issue Business Certificates to delete the date of 6/27/2011, and add the following language:

“The City Manager is authorized to issue Business Certificates to those persons who can demonstrate an adequate educational level from a California certified school of massage instruction.”

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 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.

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.

Ordinance Amendment – Massage Establishment Regulations

City Council Hearing Date: October 10, 2016

Page 3 of 3

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

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 PEOPLE OF THE CHARTERED CITY OF SOLVANG DO HEREBY 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 issue Business Certificates to those persons who can demonstrate an adequate educational level from a California certified school of massage instruction. 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 10th day of October, 2016.

BY: _____
Jim Richardson, Mayor

ATTEST:

Lisa Martin, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)
CITY OF SOLVANG)

ORDINANCE NO. ____

I, Lisa S. Martin, City Clerk of the City of Solvang, do hereby certify that the foregoing Ordinance had its first reading on September 26, 2016 and had its second reading on October 10, 2016 and was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BY: _____
Lisa 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: Matt van der Linden, Public Works Director/City Engineer

MEETING DATE: October 10, 2016

DATE PREPARED: September 30, 2016

**SUBJECT: LAND DEVELOPMENT AGREEMENT FOR THE MERKANTILE
(VALLEY PLAZA) REDEVELOPMENT PROJECT**

I. RECOMMENDATIONS:

Authorize Mayor to execute Agreement for Land Development Improvements for the Merkantile (Valley Plaza) Redevelopment Project.

II. BACKGROUND:

On April 4, 2016, the Planning Commission approved the Development Plan for the Merkantile (Valley Plaza) Redevelopment Project, and adopted the Mitigated Negative Declaration for the Project. The Project adheres to permitted uses within the C-2 zone district as outlined in Chapter 7 of the Zoning Regulations, Title 11 of the City of Solvang Municipal Code. Planning Staff found the Project to be consistent with General Plan policies.

The property owners Development Plan requested approval to reconfigure and reconstruct the existing Valley Plaza shopping center comprising 39,282 square feet (SF) and two apartment units, and rebuild a new shopping center comprising 41,429 SF commercial retail space and eight one-bedroom residential units on a 3.9 acre property zoned C-2, and to adopt the Mitigated Negative Declaration (MND) pursuant to State Guidelines.

The project includes the following public improvements: new water services and fireline connections, new driveway approaches with ADA compliant sidewalk, and realignment of existing public storm drain improvements.

III. DISCUSSION:

All conditions necessary for the Merkantile (Valley Plaza) Redevelopment Project have either been met or are in progress to the satisfaction of staff.

Agreement for Land Development Improvements: The Agreement for Land Development Improvements requires the developer to complete all site grading, construct all public improvements, and provide surety in the form of bonds, cash, or Letter of Credit to ensure completion of those improvements. The necessary bonds have been submitted by the developer and are on file with the City's Administrative Services Director.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

VI. ATTACHMENTS:

Agreement for Land Development Improvements

RECORDING REQUESTED BY

City of Solvang

AND WHEN RECORDED MAIL TO

City of Solvang
1644 Oak Street
Solvang, CA 93464

No Fee Per Government Code 6103

Revised Form 07/11/01

APNs 139-540-051 & 139-540-052

CITY OF SOLVANG

County of Santa Barbara, California

AGREEMENT FOR LAND DEVELOPMENT IMPROVEMENTS

PROJECT IDENTIFICATION: **Merkantile (Valley Plaza) Redevelopment Project**

THIS AGREEMENT is between the City of Solvang, a municipal corporation, hereinafter referred to as "City", and **1980s Old Mission Drive, LLC**, hereinafter referred to as "Developer", and is dated **October 10, 2016**.

Developer is the owner of land situated in the City, generally known and described in **Exhibit "A"**, attached hereto. Developer proposes to do and perform certain work of improvement thereon as hereinafter set forth; and

City desires to assure that said proposed improvements will be done in good workmanlike manner and in accordance with all ordinances and laws now in force and effect in the City, the terms and conditions of which are incorporated herein by reference. Developer declares that it is familiar with the regulations contained in said laws and agrees to comply therewith.

WHEREAS, onsite and offsite improvement plans have been prepared in accordance with the provisions of the City Municipal Code and have been filed by the Developer with the City and reviewed by the City, said plans are identified as:

- A. Merkantile Onsite Grading (& Private Drainage) Plans,**
- B. Merkantile Erosion Control Plans,**
- C. Public Storm Drain Improvements for the Merkantile Project,**
- D. Public Street Improvements for the Merkantile Project,**
- E. Public Water Improvements for the Merkantile Project, and**
- F. Highway 246 (Mission Drive) Street Improvements.**

NOW THEREFORE, in consideration of the review and acceptance by the City of said improvement plans, bond estimates and the covenants herein contained, the parties hereto mutually covenant and agree that the Agreement for Land Development Improvements shall include the following numbered paragraphs: All paragraphs 1 through 21.

1. General Requirements

Developer shall, at its own cost and expense, complete all of the improvements hereinafter referred to in a good and workmanlike manner in accordance with all adopted City/County standards and all applicable laws, rules and regulations, to the satisfaction of the City Engineer at an estimated cost of: **\$879,359** for improvements (grading, retaining walls, storm drain system improvements, street improvements (asphalt paving, curb & gutter, driveway approaches, sidewalk, etc.), and water system improvements, including any cost of checking and inspection which is the estimate of the City Engineer. The time for completion may be extended by the City Engineer in writing for good cause shown by the Developer. The estimated cost of said improvements shall be for bonding purposes only and shall not limit Developer's obligation and promise to complete said developments, as herein provided. Said improvements shall be those required by all the terms, provisions, conditions, plans and approvals set forth by the Planning Commission and/or the City Council (collectively "approvals").

2. Definition and Ownership of Improvements

The term "improvements" means and includes all grading, retaining walls, erosion control measures, paving, curbs and gutters, driveway approaches, sidewalks, pathways/bikeways, storm drain system, water system, sanitary sewer system, utilities, street lights, traffic safety devices, ornamental "street trees", landscaping and landscaping maintenance that are shown upon said plans, which Developer agrees to complete in accordance with City standards. The cost of checking and construction inspection shall be paid by Developer. All public improvements constructed or installed pursuant to this agreement shall become the sole exclusive property of the City, without payment thereof, upon acceptance of said improvements by the City.

3. Time of Completion

All of said improvements shall be completed within eighteen (18) months of Agreement date, or prior to final occupancy clearance for Building B, whichever is sooner. In the event that Developer fails to complete the improvements within the time specified herein or to maintain the same as provided in the plans, the City may complete said work and Developer promises to pay the City the full cost and expenses thereof or City may recover the same from the surety as hereinafter provided, including reasonable attorneys' fees. The City may require Developer, or his surety, to pay the City in advance, sufficient moneys to cover City's cost in completing construction of said improvements.

4. Surety Bonds

(a) Form of Security. Prior to the recordation of this Agreement, Developer shall file with the City a bond or bonds by one or more duly authorized corporate securities to secure the faithful performance and for the security of laborers and material men offered in conjunction with the improvements required hereunder. Such security shall be in one of the following forms, at the option of, and subject to the approval of the City:

(i) A bond or bonds by one or more duly authorized corporate sureties;

(ii) A deposit, either with the City or a responsible escrow agent or trust company, at the option of the City, or money or negotiable bonds of the kind approved for securing deposits of public moneys; or

(iii) An instrument of credit from one or more financial institutions subject to regulation by the state or federal government, pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment.

(b) Amount of Security. The improvement security shall be in the amount set forth as follows:

(i) An amount which equals one hundred percent (100%) of the total estimated cost of the improvement or of the act to be performed, as specified in Section 1 of this Agreement, conditioned upon the faithful performance of the act or agreement.

(ii) An additional amount which equals one hundred percent (100%) of the total estimated cost of the improvement or performance of the required act, as specified in Section 1 of this Agreement, securing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment to them for the improvement or the performance of the required act.

(iii) An additional amount which equals fifteen percent (15%) of the total estimated cost of the improvement or act to be performed, as specified in Section 1 of this Agreement, to guarantee and warranty the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or materials furnished (to be provided upon completion and acceptance of improvements by the City).

(c) Release of Security. The improvement security required hereunder shall be released in the following manner:

(i) Security given for faithful performance of any act or agreement shall be released upon the final completion and acceptance of the act or work subject to the provisions of Subsection (ii) below.

(ii) The Director of Public Works may release a portion of the security in conjunction with the acceptance of the performance of the act or work as it progresses upon application therefore by the subdivider; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the act or work and that security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the act or work. In no event shall the Director of Public Works authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the act or work, or any other obligation imposed by the provisions of Title 3 of the Solvang Municipal Code, the Subdivision Map Act, or the improvement agreement.

(iii) Security given to secure payment to the contractor, his subcontractors and to persons furnishing labor, materials, or equipment, may, thirty days after the completion and acceptance of the act or work, be reduced to any amount equal to the amount of all claims therefore filed and of which notice has been given to the City Council, plus an amount reasonably determined by the Director of Public

Works to be required to assure the performance of any other obligations for which the security was given.

(iv) Security given for the guarantee or warranty of work shall be released upon the expiration of the period for which it is given. The City Council shall have one (1) year after completion and acceptance of the performance of the obligation to register its satisfaction or dissatisfaction. If, at the end of that period, it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

5. Effective Date of Contract

This contract shall not become effective unless and until it is approved by the City Council and all fees and deposits paid and bonds or instruments of credit posted.

6. Liability for Non-Performance

Neither the City nor any of its elected or appointed officials, employees, or volunteers shall be liable to Developer or its contractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

7. Liability for Personal Injuries

The City shall not be liable to the Developer or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the development of said land covered by this Agreement, or any part thereof.

8. Release and Indemnification

The Developer hereby releases and agrees to indemnify and save the City and its employees as individuals, harmless from and against any and all damages, injuries and deaths to persons and property, and any and all claims, demands, costs, losses, damages, injuries or liability, howsoever caused, resulting directly or indirectly from the performance or non-performance of any and all work done or to be done pursuant to this Agreement, in connection with said development, or in, upon or under the streets in said development including without limitation, any made or suffered by the Developer or the Developer's agents, employees, contractors or subcontractors.

9. Insurance

Prior to the commencement of any work pursuant to this Agreement, Developer's contractors, without cost to the City, shall furnish to City satisfactory evidence of insurance as provided in **Exhibit "B"** attached hereto and incorporated herein by this reference.

10. Developer's Expenses

Without limiting Developer's obligations, Developer agrees to pay for the following expenses:

(a) The Developer and its contractors and subcontractors shall pay for any and all materials, provisions, supplies, equipment, labor and materials used in, upon, for, or about the performance of the work contracted to be done for the improvements for any

labor or work done thereon of any kind or nature and for the payment of the bond with respect to such work or labor.

(b). All required improvements shall be constructed under the inspection of and subject to the approval of the City. The cost of inspections shall be paid by Developer.

11. Review by City Engineer

It is agreed that the City shall have the right to reject any or all of the work to be performed under this contract if such work does not conform with the plans mentioned herein or the ordinances or adopted standards of the City. Developer agrees to pay for any and all damage to the water system, sewer system, drainage system, utilities, concrete work, or street paving that occurs after installation and agrees to completely repair the same to the satisfaction of the City Engineer before release of bond or final acceptance of completed work.

12. Obligations of Developer

Notwithstanding the fact that Developer's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any review by the City thereof shall not relieve Developer from satisfactorily performing said work or his obligations hereunder. The construction shall be done strictly in accordance with the plans approved by the City in accordance with law and the Standard Specifications. Developer hereby warrants that its plans will comply with all of the City Standard Specifications and all applicable laws and ordinances and that the work done pursuant thereto shall be in conformity with the City Standard Specifications and ordinances and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with sound construction practices. This warranty shall survive any investigation by the City and any City employees. The sufficiency and the compliance of the plans and specifications with City Standards and all applicable laws, rules and regulations shall be the sole responsibility of the Developer.

13. Warranty and Maintenance of Work

Without limiting the foregoing, Developer warrants and guarantees materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City.

Unless the plans are for maintenance only, the Developer shall maintain the work (a) for a period of one (1) year after acceptance of the work by the City, or (b) until all deficiencies in the work are corrected to conform to the plans and the City's Standards and Specifications for the work, whichever is later.

14. Relationship of Contractors

It is hereby mutually covenanted and agreed by the parties hereto that the Developers and the Developer's contractors are not partners, employees, joint ventures nor agents of the City, and that the Developer's and the Developer's contractors' relations to City, if any, are those of independent contractors.

15. Assignment

This contract shall not be assignable by Developer without the written consent of the City.

16. Supplying Record Drawings

Upon completion of the improvements and subsequent to the acceptance of the improvements by the City, the Developer shall supply the City, at no cost to the City, one mylar set of record drawings, and electronic files of record drawings in PDF format. These drawings shall be certified as being record drawings and shall reflect the improvements as actually constructed, with all changes incorporated therein.

17. Survival of Representations

All promises, representations, and warranties made by Developer pursuant to this Agreement shall survive the consummation of the transactions contemplated by this Agreement, the acceptance of the work by the City, and any investigations or inspections made by or on behalf of the City.

18. Binding on Successors

All covenants, agreements, promises, representations and warranties of the Developer shall be binding upon the Developer and his heirs, successors, legal representatives and assigns.

19. Modification

This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties in connection with the subject matter hereof. No supplement, modification, discharge, waiver or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a continuing waiver unless otherwise expressly provided.

20. Headings Not For Construction

Section, paragraph, and subparagraph headings, if any, are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof.

21. No Waivers

No course of dealing between the Developer and the City, or any delay on the part of the City in exercising any rights hereunder shall operate as a waiver of any rights by City, except to the extent expressly waived in writing by City.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the **10th** day of **October, 2016**.

City of Solvang

Mayor
ATTEST:

Lisa S. Martin, City Clerk

Developer (1980s Old Mission Drive, LLC)

Signature

Printed Name

Title

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Parcel "A" as shown on Parcel Map No. 13,125 in the City of Solvang, County of Santa Barbara, State of California, filed in Book 26, Pages 78 and 79 of Parcel Maps, in the office of the County Recorder of said County. Assessor's Parcel No. 139-540-051 (formerly APN 139-240-074).

PARCEL 2:

Parcel "B" as shown on Parcel Map No. 13,125 in the City of Solvang, County of Santa Barbara, State of California, filed in Book 26, Pages 78 and 79 of Parcel Maps, in the office of the County Recorder of said County. Assessor's Parcel No. 139-540-052 (formerly APN 139-240-075).

Exhibit "B"

Contractor Insurance Requirements

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

Contractor shall provide the following types and amounts of insurance:

- 1. Commercial General liability Insurance** using Insurance Services Office "Commercial General liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall *not* be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- 2. 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 for all covered losses.
- 3. Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- 4. Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims" or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.



**CITY COUNCIL
STAFF REPORT**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Julie Glendinning, Finance Supervisor

MEETING DATE: October 10, 2016

DATE PREPARED: September 8, 2016

SUBJECT: PARKING IN-LIEU PROMISSORY NOTE - 478 FOURTH PLACE

I. RECOMMENDATION:

Approve and authorize City Manager to execute the Promissory Note for the Parking In Lieu fees for two (2) required spaces for the project located at 478 Fourth Place known as K'Syrah Catering.

II. DISCUSSION:

Demetrios Loizides, owner of K'Syrah Catering, has purchased the property located at 478 Fourth Place and has undertaken a remodel of the former restaurant property. Mr. Loizides has received approval for construction of a new outdoor dining area adjacent to Fourth Place. The expansion of the dining area requires provision of two (2) additional parking spaces in accordance with Zoning Ordinance parking requirements. Space is not available on site to provide additional parking, therefore, Mr. Loizides will need to pay the in-lieu parking fee for two (2) parking spaces.

Mr. Loizides desires to finance the Parking In Lieu fees over the allowable 20 year period. Staff is recommending the note be for 20 years, at 4.50% fixed rate, which is 1% over the prime rate, currently at 3.50%.

III. ALTERNATIVES:

The City Council could require the applicant to pay the \$24,752.00 for Parking in Lieu fees prior to commencement of business utilizing the outdoor area.

IV. FISCAL IMPACT:

Upon execution of a 20-year promissory note, the AB1600 Impact Fee fund would realize principal and interest payments totaling \$36,417.93, over the course of the note. Annual payments of \$1,820.90 are due annually thereafter on November 1st. This calculation is based on the prime rate (as reported by the Wall Street Journal) plus 1%. These funds will be restricted for parking lot use only.

V. ATTACHMENTS:

- A. Letter from K'Syrah Catering
- B. In-Lieu Parking Fee Financing Agreement
- C. Promissory Note
- D. Loan Amortization schedule



FARM TABLE
CATERING

August 22, 2016

City of Solvang
Planning & Community Development
411 Second Street
Solvang, CA 93463

Dear City Council and Planning Department Members,

I would like to express my sincerest gratitude to the Planning and Building Departments of the City of Solvang for working with me and my team on our new K'Syrah Catering facility.

We have all put a lot of time, money and love into this project, and we are quickly approaching its completion.

The only hurdle left for us is to obtain financing for two additional parking spaces required by the City at a cost of \$12,000 each.

At this time, I am asking the City for assistance with this financing in the form of an interest-free loan for 20 years, with a payment to be paid at the end of every year.

Thank you for your time and consideration.

Best Regards,

Demetrios Loizides

Owner, K'Syrah Catering

Phone: (562) 715-6515

Email: jloizides@aol.com

RECEIVED

AUG 22 2016

CITY OF SOLVANG



IN-LIEU PARKING FEE FINANCING AGREEMENT

THIS IN-LIEU PARKING FEE FINANCING AGREEMENT (the “Agreement”) is entered into on the date set forth below between the CITY OF SOLVANG (the “City”) and Demetrios Lozides (“developer”) and is made with reference to the following facts:

- A. Developer has applied for construction permits at a business known as K’Syrah Catering, located at 478 Fourth Place (APN 139-173-014), in the City of Solvang.
- B. The City has enacted Section 11-11-9 of the Solvang Municipal Code requiring developers of retail and general commercial projects to mitigate adverse parking impacts caused by those projects by providing 1 on-site parking space per 200 square feet of gross floor area of development.
- C. The purpose of the In-Lieu Parking Fee is to finance the construction of City-owned parking facilities to accommodate additional parking demand generated by new retail and commercial development within the City.
- D. The City has determined that the In-Lieu Parking Fee shall equal \$12,376 for each parking space that is not provided on-site.
- E. The City has further determined that the in-lieu principal fee shall be payable either (1) in full prior to the utilization of the outdoors space, or (2) in twenty (20) consecutive annual installments with interest at 4.50% per annum, with the first payment due November 1, 2016.
- F. The City and the Developer desire to enter into this Financing Agreement for the payment of the In-Lieu Parking Fee on an installment basis.

NOW, THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. IN-LIEU PARKING FEE

Developer shall pay an In-Lieu Parking Fee of \$24,752.00 for two (2) parking spaces, plus interest to the City of Solvang in satisfaction of Developer’s responsibility to mitigate adverse parking impacts by contributing to the cost of construction of certain public parking facilities in the City as provided for in Section 11-11-9 of the Solvang Municipal Code.

2. USE OF FEE

The fee to be paid pursuant to this Agreement shall be used to finance the construction of the Parking Facility constructed by the City in order to increase the City's parking capacity, or to reimburse the City for the Developer's share of constructing the Parking Facility.

3. INSTALLMENT PAYMENT

The Developer shall pay the In-Lieu Parking Fee in 20 annual installments with interest based upon a rate of 4.50% per annum. The Developer shall tender to the City a promissory note of even date with this Agreement for the total amount of fees plus interest. The promissory note shall be secured by a Letter of Credit or other form and shall be subject to approval of the City Attorney.

4. TERMS AND CONDITIONS

This Agreement shall be subject to all terms and conditions contained within Section 11-11-9 of the Solvang Municipal Code; Resolution No. 94-326 adopted by the City Council of the City of Solvang on October 10th, 1994 authorizing collection and payment of In-Lieu Parking Fees; and the Promissory Note and form of security provided by Developer concurrently with this Agreement.

5. TERMS AND CONDITIONS

This Agreement shall automatically terminate upon full payment of the In-Lieu Parking Fee provided for herein.

6. GENERAL PROVISIONS

6.1 Binding Effect. All rights and duties of Developer and City hereunder shall inure to the benefit of and be binding upon Developer and the City, respectively, and their respective successors and assigns.

6.2 Attorney's Fees. Should any action or proceeding be necessary to construe or enforce the terms or provisions of this Agreement or the rights of the parties hereunder, then the prevailing party in any such action or proceeding shall be entitled to recover all court costs and reasonable attorney's fees.

6.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed on the date(s) set forth opposite their respective names.

“CITY”

CITY OF SOLVANG, a Municipal Corporation

By _____

“DEVELOPER”

By _____
Demetrios Lozides, Owner
K'Syrah Catering



PROMISSORY NOTE

Date: September 26, 2016

This promissory note is executed by and between, **Demetrios Lozides** ("Maker") and the **City of Solvang** ("Holder") for payment of parking in lieu fees incurred for a project at 478 Fourth Place (APN 139-173-014) in Solvang, California.

Maker promises to pay to Holder, per attached payment schedule, at Solvang, California, or at such place as Holder may from time to time designate in writing, the principal sum of **\$24,752.00** payable in **19** consecutive annual installments of **\$1,820.90** and **one final payment** of **\$1,820.83**. The first payment to be paid on or before **November 1, 2016** and the remaining installments to be paid annually on or before **November 1st** thereafter, with the entire unpaid principal balance due and payable in full upon a change in ownership of the project located at 478 Fourth Place, Solvang, California, 93463 or on **November 1, 2035**, whichever occurs first.

Default

Should default be made in the payment of any amount due under this Note, or in the performance of any other obligation of Maker provided herein, or should Maker make an assignment for the benefit of creditors, the whole sum of principal shall become immediately due at the option of the Holder. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Late Payment Charge

Maker acknowledges and agrees that late payment to the Holder hereof will cause the Holder to incur costs not contemplated by this Note, the exact amount of such costs being difficult and impracticable to assess. Therefore, Maker agrees that, should all or any part of any installment payable hereunder not be paid when due, Maker shall pay holder a late charge equal to ten percent (10%) of any such amount not paid by the due date, and such amount shall be deemed to be the damages of the Holder for the loss suffered by such delinquency in payment. By accepting this Note but without prejudicing any other rights or remedies of Holder hereunder, Holder agrees to accept such amount as liquidated damages on account of any such delinquency payment.

General Provisions

- All sums due hereunder shall be paid in lawful money of the United States of America.
- Maker agrees to pay all court costs and reasonable attorney’s fees of the Holder if counsel is engaged to assist in the collection of this Note after a default hereunder, of if any action is brought to construe or enforce this Note or any of the provisions hereof.
- In this Note, the singular shall include the plural, each gender shall include the other, and this Note shall be the joint and several obligation of each Maker.
- Maker, for itself and its legal representatives, successors and assigns, expressly waives demand, notice of nonpayment, presentment for demand, presentment for the purpose of accelerating maturity, dishonor, notice of dishonor, protest, notice of protest, notice of maturity and diligence in collection.

Date:

“HOLDER”

“MAKER”

City Manager, Brad Vidro

BY _____
Demetrios Lozides
Owner, K’Syrah Catering

Initial Loan Values

Loan Amount:	\$24,752.00	Number of Payments:	20
Annual Interest Rate:	4.5000%	Periodic Payment:	\$1,820.90
Loan Date:	11/01/2016	1st Payment Due:	11/01/2016
Payment Frequency:	Annually	Last Payment Due:	11/01/2035
Total Interest Due:	\$11,665.93	Total All Payments:	\$36,417.93

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	11/01/2016	0.00	0.00	0.00	24,752.00
1:1	11/01/2016	1,820.90	0.00	1,820.90	22,931.10
	<i>Running Totals:</i>	<i>1,820.90</i>	<i>0.00</i>	<i>1,820.90</i>	
2:2	11/01/2017	1,820.90	1,031.90	789.00	22,142.10
	<i>Running Totals:</i>	<i>3,641.80</i>	<i>1,031.90</i>	<i>2,609.90</i>	
3:3	11/01/2018	1,820.90	996.39	824.51	21,317.59
	<i>Running Totals:</i>	<i>5,462.70</i>	<i>2,028.29</i>	<i>3,434.41</i>	
4:4	11/01/2019	1,820.90	959.29	861.61	20,455.98
	<i>Running Totals:</i>	<i>7,283.60</i>	<i>2,987.58</i>	<i>4,296.02</i>	
5:5	11/01/2020	1,820.90	920.52	900.38	19,555.60
	<i>Running Totals:</i>	<i>9,104.50</i>	<i>3,908.10</i>	<i>5,196.40</i>	
6:6	11/01/2021	1,820.90	880.00	940.90	18,614.70
	<i>Running Totals:</i>	<i>10,925.40</i>	<i>4,788.10</i>	<i>6,137.30</i>	
7:7	11/01/2022	1,820.90	837.66	983.24	17,631.46
	<i>Running Totals:</i>	<i>12,746.30</i>	<i>5,625.76</i>	<i>7,120.54</i>	
8:8	11/01/2023	1,820.90	793.42	1,027.48	16,603.98
	<i>Running Totals:</i>	<i>14,567.20</i>	<i>6,419.18</i>	<i>8,148.02</i>	
9:9	11/01/2024	1,820.90	747.18	1,073.72	15,530.26
	<i>Running Totals:</i>	<i>16,388.10</i>	<i>7,166.36</i>	<i>9,221.74</i>	
10:10	11/01/2025	1,820.90	698.86	1,122.04	14,408.22
	<i>Running Totals:</i>	<i>18,209.00</i>	<i>7,865.22</i>	<i>10,343.78</i>	
11:11	11/01/2026	1,820.90	648.37	1,172.53	13,235.69
	<i>Running Totals:</i>	<i>20,029.90</i>	<i>8,513.59</i>	<i>11,516.31</i>	
12:12	11/01/2027	1,820.90	595.61	1,225.29	12,010.40
	<i>Running Totals:</i>	<i>21,850.80</i>	<i>9,109.20</i>	<i>12,741.60</i>	
13:13	11/01/2028	1,820.90	540.47	1,280.43	10,729.97
	<i>Running Totals:</i>	<i>23,671.70</i>	<i>9,649.67</i>	<i>14,022.03</i>	
14:14	11/01/2029	1,820.90	482.85	1,338.05	9,391.92
	<i>Running Totals:</i>	<i>25,492.60</i>	<i>10,132.52</i>	<i>15,360.08</i>	
15:15	11/01/2030	1,820.90	422.64	1,398.26	7,993.66
	<i>Running Totals:</i>	<i>27,313.50</i>	<i>10,555.16</i>	<i>16,758.34</i>	

16:16	11/01/2031	1,820.90	359.71	1,461.19	6,532.47
	<i>Running Totals:</i>	<i>29,134.40</i>	<i>10,914.87</i>	<i>18,219.53</i>	
17:17	11/01/2032	1,820.90	293.96	1,526.94	5,005.53
	<i>Running Totals:</i>	<i>30,955.30</i>	<i>11,208.83</i>	<i>19,746.47</i>	
18:18	11/01/2033	1,820.90	225.25	1,595.65	3,409.88
	<i>Running Totals:</i>	<i>32,776.20</i>	<i>11,434.08</i>	<i>21,342.12</i>	
19:19	11/01/2034	1,820.90	153.44	1,667.46	1,742.42
	<i>Running Totals:</i>	<i>34,597.10</i>	<i>11,587.52</i>	<i>23,009.58</i>	
20:20	11/01/2035	1,820.83	78.41	1,742.42	0.00
	<i>Running Totals:</i>	<i>36,417.93</i>	<i>11,665.93</i>	<i>24,752.00</i>	

Calculation method: Normal, 360 days per year

financial-
calculators.com

Last payment decreased by \$0.07 due to rounding

Print



**CITY COUNCIL
STAFF REPORT**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Matt van der Linden, Public Works Director/City Engineer

MEETING DATE: October 10, 2016

DATE PREPARED: September 29, 2016

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT – ENGINEERING
SERVICES FOR WELL 22 UPGRADE PROJECT**

I. RECOMMENDATIONS:

1. Approve a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$93,000, and authorize execution of the Agreement by the Mayor.
2. Authorize the City Manager to execute contract amendments if within the contingency amount of \$9,000.

II. BACKGROUND:

On January 13, 2014 the Solvang City Council declared a Stage 1 drought condition and implemented Stage 1 Drought Regulations. In addition, the City Council directed staff to proceed with an emergency project to develop new upland wells to provide the City with additional sources of water supply. On July 28, 2014 the Solvang City Council implemented Stage 2 Drought Regulations. During Fiscal Year 2014-15 five new City wells were drilled and casings installed. Also, during Fiscal Year 2014-15 design of the wellhead facilities and connecting waterline for one of these new wells (the HCA South Well) was completed. Construction of the wellhead facilities for the HCA South Well began in October 2015, and the well was completed and placed into service in August 2016.

Well 22 was constructed (drilled) in July 1997. Following completion (and prior to 2015), the well was pump tested for extended periods on four occasions at

pumping rates ranging from 400 gpm to as high as 775 gpm. Intermittent water quality problems were identified including hydrogen sulfide gas, iron, and manganese.

The drilling of Well 23 (north Sunny Fields Park) was completed in January 2015 and initial water quality testing identified minor problems. Based on our hydrogeologist's (Rick Hoffman's) recommendation, the bottom 45' of Well 23 was plugged, and this has resulted in improved water quality. The geologic formations and proximity to Alamo Pintado Creek of Well 23 are very similar to Well 22. Therefore, a similar low cost plug was recommended by Rick Hoffman for Well 22, and the bottom 96' of Well 22 was plugged. Following installation of the plug, Well 22 was pump tested at 325 gpm, and the water found to meet all drinking water standards.

Although installation of the plug in Well 22 resulted in acceptable water quality, it is not uncommon for well water quality to change over long periods of time or with heavy pumping. Extended operation of either well could result in fluctuations in the percentage of water pulled from the various pervious zones within the well, or could pull dissolved hydrogen sulfide gas from nearby water zones. The result may be degradation in water quality, most notably sulfide, though iron, manganese and arsenic may also increase. Therefore, a blending study was recommended prior to significant additional investment in these wells to review pumping rates, water quality, and blending strategies in an attempt to mitigate this possible future variability.

At its Regular Meeting of October 12, 2015 the City Council awarded a contract to Carollo Engineers to perform a Blending Study for Wells 22 and 23 to determine if it is possible to blend the water from these wells and avoid costly treatment. The Well 22 & 23 Blending Study was completed in April 2016. It was determined that Well 22 could be placed into service separately from Well 23 and without the need for treatment and blending. Design capacities of 325 gpm and 275 gpm are recommended for Wells 22 and 23 respectively. The Blending Study further recommended development of plans & specifications for Well 22 wellhead improvements, and construction of these improvements to place Well 22 into service.

III. DISCUSSION:

City staff does not possess the specialized engineering expertise required to complete the design of the Well 22 Upgrade Project. It is therefore necessary to enter into a Professional Services Agreement to obtain the necessary services for successful completion of this Project.

Public Works staff developed a scope of services for the Well 22 Upgrade Project and solicited a proposal from Carollo Engineers. Carollo Engineers submitted a proposal, and was determined to be well qualified to provide the requested

services. Public Works staff reviewed the proposal and requested minor changes to the scope of work. A revised proposal was received, and the final fee negotiated in the amount of \$93,000.

Staff recommends a sole-source contract with Carollo Engineers for the following reasons: 1) In May 2015 Carollo Engineers successfully completed the plans & specifications for the HCA South Wellhead Improvements Project; through a competitive process they were determined to be the most qualified firm and had the lowest fee; 2) In April 2016, Carollo Engineers successfully completed the Well 22 & 23 Blending Study, and provided a high quality report for a very low fee; 3) Carollo Engineers is the only large firm with exceptional water treatment experience that has consistently expressed interest in and submitted proposals to work for Solvang; and 4) The upgrades for Well 22 will be similar to the HCA South Wellhead Improvements; thus Carollo Engineers experience working on that project provides them with unique background knowledge to produce the best results for the City.

The proposed engineering services are required for successful completion of the Well 22 Upgrade Project. Therefore, staff recommends that the City Council approve a Professional Services Agreement with Carollo Engineers in the amount of \$93,000, authorize execution of the Agreement by the Mayor, and authorize the City Manager to execute contract amendments if within the contingency amount of \$9,000.

IV. ALTERNATIVES:

The City Council could choose to cancel or postpone the Well 22 Upgrade Project and not approve a Professional Services Agreement at this time.

V. FISCAL IMPACT:

Funding for the Well 22 Upgrade Project is approved in the City's Fiscal Year 2016-17 Budget in Account No. 500-5100-501-70280. The cost of engineering services is included in the approved project budget. Therefore, funding for the recommended engineering services is available. Furthermore, the cost of the proposed consultant services is considered reasonable and consistent with the approved project budget.

VI. ATTACHMENTS:

1. Well 22 Site Photos
2. Professional Services Agreement



Looking East - Rebild Drive with Well 22 in the background



Looking Northeast – Well 22 wellhead and electrical panel, with transformer in the background

CITY OF SOLVANG
PROFESSIONAL SERVICES AGREEMENT

WELL 22 UPGRADE PROJECT

This agreement is made upon the date of execution, as set forth below, by and between **Carollo Engineers** (“Consultant”), a **water resources engineering 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 **water resources engineering** services in accordance with the rates set forth in **Exhibit A**. The parties agree that total

compensation for fees and costs for the services detailed in Exhibit A shall not exceed the sum of **\$93,000**, 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 Public Works Director or the City Manager, prior to payment.

1.06 **Construction Cost and Schedule Estimates.** The Design Professional has no control over the cost of labor, materials, equipment, services or schedules furnished by others, or over the construction contractor's methods of determining prices, or other competitive bidding or market conditions, practices, bidding strategies or scheduling methodologies. Cost estimates and construction schedule estimates are based on Design Professional's opinion based on experience and judgment. The Design Professional cannot and does not guarantee that proposals, bids or actual Project construction costs and/or schedules will not vary from cost estimates and construction schedule estimates prepared by Design Professional.

1.07 **Services During Construction.** Design Professional shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the Contract Documents.

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*).
- B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultants work product will be presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the City's Conflict of Interest Code.

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: Design Professional:** (a) To the fullest extent permitted by law, the Design Professional shall indemnify the City of Solvang, and its elected officials, officers, and employees from and against all liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, or its employees, agents, or subcontractors. Liabilities to the extent caused by the Design Professional and subject to the obligation to indemnify include all claims, losses, damages, defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Design Professional's obligation to indemnify applies unless it is finally adjudicated that the 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, then Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Design Professional's duty to indemnify. Design Professional 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 Design Professional 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 that persons other than Design Professional are responsible for the claim does not relieve Design Professional from its separate and distinct obligation to defend under this section. 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 Design Professional 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 comparative active negligence or willful misconduct of an indemnified party, Design Professional may submit a claim to the City of Solvang for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the Design Professional's work or work product by any indemnified party shall not affect, relieve or reduce the Design Professional'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) The Design Professional shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Design Professional shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Design Professional's subconsultants, that impact project completion and/or success.

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.

3.02 **City-Provided Information and Services.** The City shall furnish the Design Professional available studies, reports and other data pertinent to Design Professional's services; obtain or authorize Design Professional to obtain or provide additional reports and data as required; furnish to Design Professional services of others required for the performance of Design Professional's services hereunder, and Design Professional shall be entitled to use and rely upon all such information and services provided by the City or others in performing Design Professional's services under this Agreement.

3.03 **Access.** The City shall arrange for access to and make all provisions for Design Professional to enter upon public and private property as required for Design Professional to perform services hereunder.

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. 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 **June 30, 2020**, 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 Public Works Director or the City Manager:** Prior to initiating any Consultant work on matters relating to **the Upland Wells Project**, but outside this contract, it shall be the responsibility of Consultant to obtain written approval of the Public Works 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, agency review, and submission of the final plans and specifications, will be completed on or before **March 31, 2017**. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in Exhibit A 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 Manger 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.

(d) 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
	Copy to: Roy Hanley City Attorney HANLEY & FLEISHMAN, LLP 8930 Morro Road Atascadero, CA 93422
TO CONSULTANT:	_____ _____ _____ _____

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.

6.18. **Third Parties.** The services to be performed by Design Professional are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Design Professional's performance of its services hereunder, and no right to assert a claim against the Design Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Design Professional's services hereunder.

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

Carollo Engineers (Consultant):

Date: _____

By: _____
President

City of Solvang:

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney:

HANLEY & FLEISHMAN, LLP

Date: _____

By: _____
Roy Hanley
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES, FEE & PROJECT SCHEDULE

**CITY OF SOLVANG
WELL 22 UPGRADE PROJECT**

SCOPE OF SERVICES

1. Progress Meetings, Project Schedule and Coordination. The Consultant's project manager and key team members shall attend a project kick-off meeting and two (2) progress meetings throughout the course of the project. The Consultant shall provide a detailed project schedule at the beginning of the project and shall provide an updated schedule if any significant schedule changes occur. Consultant shall provide project coordination as necessary, and coordinate new power service/meter for well site with PG&E. Consultant shall prepare all necessary applications and support documents, and submit and process application with PG&E through approval. The City will pay all necessary fees.
2. Perform Research, Data Collection and Analysis. Consultant shall conduct site visits to understand and document relevant existing conditions. Consultant shall collect, review and analyze all available plans, reports, and records regarding existing Well 22 as necessary to successfully complete all design work associated with the project. Consultant shall perform utility research for the selected well site and waterline alignment. Consultant shall also review available soils reports for nearby locations, and develop conservative design criteria for use in footing and foundation designs as necessary.
3. Provide Topographic Mapping. Consultant shall perform a topographic survey for an area of approximately 150' x 200' at the well site and for a 50' wide strip along the discharge waterline alignment. One foot contours shall be provided. Survey shall include all surface features such as trees, power poles, fences, and other culture. Consultant may assume a waterline length of 75' and survey must extend 25' beyond the end of the waterline. Consultant shall submit a plot of the draft topographic mapping that includes existing utilities for City review and comments. Revisions shall be incorporated into the final plans.
4. Prepare Construction Drawings. Consultant shall prepare construction drawings for Well 22 including: title sheet, general note sheets, site plan and grading plan at a scale of 1" = 5', permanent erosion control plan, structural plans, double-line wellhead piping plan, waterline connection to existing distribution system with plan & profile at a scale of 1" = 20' with connection detail, electrical plans, and instrumentation plans, plus appropriate legend, abbreviation, symbol and detail sheets. It is envisioned that approximately 30 construction drawings will be prepared. Drawings shall be prepared in AutoCad 2013. Plans shall be prepared on City standard size 24"x36" drawing sheets. Two sets of plans shall be submitted for review and comment at the 70% and 100% levels of completion. After approval of the 100% plans, eight final sets shall be submitted for City use. Design shall be based on a submersible turbine pump and motor, and shall also include the following.

Calculations. Engineering calculations shall be submitted for all structural work, pump and motor sizing, and chemical feed & storage systems. Calculations shall be included with the 70% submittal and shall bear the signature and seal of an engineer registered in the State of California in the appropriate area of expertise.

Site Improvements. Develop sketches for two alternative site layouts showing all major features such as access, piping, future treatment equipment, and fencing, and submit to City

for review and comment. Prepare final site layout based on City comments. Site plan shall include grading, 3' high retaining wall, driveway approaches, AC access road, gravel paving, two 16' wide swing gates, and heavy duty vinyl clad chain link fencing. Site plan shall also address site drainage to Rebuild Drive, and include pump-to-waste infiltration manhole.

Piping. Design shall be based on a flow rate of 325 gpm for Well 22 with 6" wellhead piping that increases to 10" piping at the designed tie-in point with future Well 23. Wellhead piping design shall provide for the blending of Well 22 water and future Well 23 water, and provide appropriate space and connection points for the addition of future wellhead treatment equipment. Wellhead piping design shall include air release valve, Cla-Valve pump control valve, magnetic flow meter, pressure relief valve, pump-to-waste line, static mixers, and provision for multiple connection points for sodium hypochlorite and ammonium hydroxide chemical feed for chloramines disinfection facilities. Piping shall include a portion of future Well 23 piping within the site. Design shall include a 6" sewer lateral (with air gap) to accommodate possible future filter backwash discharge, and possible overflow from pump-to-waste manhole.

Chemical Feed System. Design shall include chloramines chemical feed system along with chemical feed shed. Power, lighting and instrumentation wiring shall be provided to the shed. Design shall be similar to existing chemical feed systems at other City wells with chemical feed pumps, chlorine analyzers, etc. Chemical feed system shall be expandable, or designed to accommodate addition of Well 23 in the future for a maximum flow rate of 650 gpm. The majority of the design may be addressed through a performance based specification.

Electrical. Design may assume a motor requirement of 50 to 60 horsepower (HP). Electrical drawings shall include **variable frequency drive** with ability to adjust well discharge from approximately 150 gpm to 350 gpm. Electrical drawings shall also include site lighting at gates and electrical panels, multiple receptacles, and address power requirements for the addition of future wellhead treatment units. Provide a light weight shade structure over electrical and instrumentation panels.

Instrumentation, Radio Telemetry & SCADA . Instruments for the well shall include magnetic flow meter, discharge pressure, motor on/off, motor run time, on/off for chemical feed pumps, pump fail, water level transducer and other instruments as may be recommended by Consultant. Instrumentation drawings shall be consistent with recent water system SCADA work and provide for integration of the new well instruments into the City's existing SCADA system. Design shall include radio and antenna telemetry equipment to communicate with the Water Divisions existing telemetry system and SCADA system, as well as panel drawings, and P&ID drawings & schematics.

5. Project Manual & Specifications. Consultant shall prepare complete project manual and specifications including bid schedule, Section D2 – Construction Materials & Methods, and Section D3 – Technical Specifications. Two sets of specs shall be submitted for review and comment at the 70% and 100% levels of completion. After approval of the 100% specs, two hard copies and one electronic copy of the final specs shall be submitted for City use. Consultant shall prepare specifications in Microsoft Word. Final submittal shall include Word document and PDF file(s).

6. Cost Estimate. Consultant shall prepare construction cost estimate for the project with bid items listed as individual cost line items in the estimate. Two copies of the cost estimate shall be included with the 70% submittal for review and comment by the City. Two copies of the final cost estimate shall be submitted with the final plans and specs along with an electronic copy. Cost estimates shall be prepared using Microsoft Excel. Final submittal shall include Excel document and PDF file(s).
7. Provide Bidding and Construction Engineering Assistance. The Consultant shall respond to contractor questions as necessary during the bidding phase. Consultant shall review and respond to contractor submittals, and respond to requests for information as necessary during construction. (City staff will review some submittals. Consultant may assume a T&M budget of \$10,000 for this task.)
8. Record Drawings. The consultant shall provide record drawings upon completion of the project construction. Changes and modifications incorporated into the constructed work shall be recorded by the contractor and City inspector. Upon completion of construction, red-lined drawings will be provided to the Consultant. Consultant shall prepare and submit to the City draft Record Drawings incorporating the red-lined comments. Following the City's review, final Record Drawings shall be submitted to the City. The Consultant shall provide three sets of 11"x17" prints, and the electronic files in both PDF and AutoCAD 2013 format for all drawings.

Summary of Deliverables:

1. Detailed Project Schedule
2. Draft topographic mapping with existing utilities shown
3. Two alternative site layout sketches
4. Design calculations
5. PG&E Application and Permit
6. Plans, specifications & cost estimate (70% complete)
7. Plans & specifications (100% complete)
8. Final plans, specifications & cost estimate
9. RFI & submittal responses (during bidding & construction)
10. Record Drawings

PRELIMINARY PROJECT SCHEDULE

<u>Description</u>	<u>Date</u>
1. Proposal due date,	5:00 P.M. 9/16/2016
2. Consultant Selection	9/23/2016
3. Award of Contract	10/10/2016
4. Notice to Proceed	10/12/2016
5. Submit 70% PS&E	12/21/2016
6. Submit final PS&E	3/22/2017

PROJECT UNDERSTANDING / SCOPE OF WORK

Project Understanding

The City of Solvang (City) relies on both groundwater and surface water supplies to meet the water demands of the community. In response to the ongoing drought conditions, the City intends to increase local water supplies through the activation and upgrade of the presently inactive existing City Well 22. Drilling and initial pump testing of Well 22 was completed in 1997, which included the installation of permanent casing, sanitary seal, and wellhead. The well was completed to a depth of 420 feet with a sanitary seal in the upper 50 feet of the well annulus between the casing pipe and native soil. A Pacific Gas & Electric (PG&E) transformer and service meter were installed. Additional pumping tests were completed at a range of 500 to 600 gallons per minute (gpm); however, water quality testing showed fluctuating water quality and the City elected to not put the well in service.

In April 2015, the City consulted with an experienced local hydrogeologist to install a bentonite plug in the bottom of the well and sealed off the bottom 90 feet resulting in a functioning well depth of 330 feet. The seal isolated the portion of the aquifer believed to be causing the water quality issues. New pump testing was conducted at a pumping capacity of 325 gpm and resulting water quality testing indicated that the well now meets all State regulatory standards. The bentonite plug was successful in addressing the water quality issue.

The City desires to outfit the well so that it can be used as an additional water supply. Design and construction would entail site grading, and the installation of a pump and motor, pump control valve, valves and piping to connect to the distribution system, pump-to-waste manhole, disinfection facilities, electrical and control panels, variable frequency drive, radio telemetry system, SCADA programming, site paving, retaining walls and fencing, and potential relocation of the existing PG&E service meter. The desired pumping capacity of Well 22 is 325 gpm. Additionally, the site and piping layout should accommodate future blending facilities to blend water from City Well 23, and potential treatment equipment.



Location of Upland Wells No. 22 and No. 23

Well 22 is located in the northeast corner of the City on the east side of Creekside residential subdivision. The existing site is a gently sloping Recreation zoned open space area between Rebuild Drive and Alamo Pintado Creek. Environmental sensitivities include single-family residences in the Creekside neighborhood located approximately 150 feet to the west and the adjacent Alamo Pintado Creek located approximately 165 feet to the east.

Scope of Work

Task 1. Project Management

This task includes the project kick-off meeting, deliverable review meetings, recurring project progress calls, monthly progress reporting (including budget and schedule updates), and development and update of project schedule. A total of three (3) meetings has been planned for this task. Carollo will present deliverables at these meetings which will also serve as a workshop session to review the latest layouts/designs. The number of meetings and format can be adjusted based on project needs and progress. This task also includes coordination with PG&E and preparation of all required documents if relocation of the existing service meter is required due to site layout.

Task 2. Research, Data Collection, and Analysis

Carollo will conduct a site visit to understand and document relevant existing conditions. Carollo will collect, review and analyze all available plans, reports,

and records regarding existing Well 22 as necessary to successfully complete all design work associated with the project. Carollo will perform utility research for the selected well site and waterline alignment. In addition, Carollo will review available soils reports for nearby locations, and develop conservative design criteria for use in footing and foundation designs as necessary.

City should provide necessary soils reports, utility maps, and utility contact information. Carollo will collect preliminary field information for the well site following the kick-off meeting.

Task 3. Topographic Mapping

Carollo will perform a topographic survey for an area of approximately 150' x 200' at the well site and for a 50' wide strip along the discharge waterline alignment. One foot contours shall be provided for both the site and discharge waterline alignment. Survey shall include all surface features, such as trees, power poles, fences, and other culture. Carollo assumes a waterline length of 75' and survey must extend 25' beyond the end of the waterline. Aerial survey will be performed at 1"=20' scale. No boundary or right-of-way engineering will be performed. Mapping will occur after approval of layout.

Deliverable:

- ▶ Topographic survey and utility survey (hard copy and PDF)

Task 4. Construction Drawings

Carollo will prepare construction drawings for Well 22. The drawing list will include General, Civil, Structural, Mechanical, Electrical & Instrumentation disciplines for a complete construction bid package. A radio survey will be conducted in this task. City requirements of the sheets include the following:

- ▶ Site plan scale at 1"=5'.
- ▶ Double-line for well piping.
- ▶ Plan and profile for waterline leaving well site.
- ▶ AutoCAD 2013 deliverable.
- ▶ 24"x36" sheet with City provided title block.
- ▶ Design shall be based on a submersible turbine pump and motor.

Calculations for structural components, pump and motor sizing, chemical feed and storage systems will be provided and will be stamped and signed by an engineer registered in the State of California for the appropriate discipline. The City shall provide any City-specific standards related to structural, civil, or mechanical design criteria that

impact the sizing or calculations for structural, civil, or mechanical components at the start of the project. Sketches for two alternative site layouts showing all major features, such as access, piping, future treatment equipment, and fencing, will be developed for City review. Subsequent design (70% and 100%) will be based on the alternative selected by the City.

Preliminary details are included in the table on the next page.

Deliverables:

- ▶ Alternative layout sketches: hard copies and PDF.
- ▶ 70% Plans and Engineering Calculations (2 hard copies, 11"x17" and PDF)
- ▶ 100% Plans (2 hard copies, 11"x17" and PDF)
- ▶ Final Plans (8 hard copies and PDF)

Task 5. Project Manual & Specifications

Carollo will prepare a project manual and specifications including bid schedule, Section D2 – Construction Materials & Methods, and Section D3 – Technical Specifications. All other sections will be furnished by the City for inclusion and editing by Carollo.

Deliverables:

- ▶ 70% Specifications (2 hard copies and PDF)
- ▶ 100% Specifications (2 hard copies and PDF)
- ▶ Final Specifications (2 hard copies, Word and PDF)

Task 6. Cost Estimate

Carollo will prepare construction cost estimate for the project with bid items listed as individual cost line items in the estimate.

Deliverables:

- ▶ 70% Estimate (2 hard copies and PDF)
- ▶ Final Estimate (2 hard copies, Excel file and PDF)

Task 7. Bidding and Construction Engineering Assistance

Carollo will respond to contractor questions as necessary during the bidding phase. Carollo will review and respond to contractor submittals, and respond to requests for information as necessary during construction. City will review most submittals. An allowance, per the RFP, has been assumed for this level of effort.

Task 8. Record Drawings

Carollo will prepare record drawings upon completion of the project construction. Changes and modifications

Well 22 Design Details

Element	Element Design Details
Pump	<ul style="list-style-type: none"> ▶ Submersible well pump
Site Improvements	<ul style="list-style-type: none"> ▶ Develop two alternative layouts (including all major features) for review and approval by City ▶ Asphaltic cement (AC) and gravel paving ▶ 3-foot high retaining wall ▶ Heavy-duty, vinyl clad chain link fencing with two swing gates (16-foot wide) ▶ Site drainage to Rebuild Drive (Existing storm drain system used) ▶ Pump-to-waste infiltration manhole ▶ Sewer manhole tie-in (Rebuild Drive)
Piping	<ul style="list-style-type: none"> ▶ 6-inch wellhead discharge piping that increases to 10 inch at future tie-in point with Well 23 (onsite) ▶ Consideration of future treatment facilities ▶ Pump control valve, static mixer, magnetic flow meter, pressure relief valve, chemical (hypochlorite and ammonia) injection points, and future piping for Well 23 onsite ▶ 6-inch sewer lateral (with air gap) for future treatment facilities backwash
Chemical Feed System	<ul style="list-style-type: none"> ▶ Chloramine chemical feed system ▶ Chemical feed shed (specified by Carollo) with power, lighting, and instrumentation wiring ▶ Design similar to other City well sites (chemical feed pumps, chlorine analyzers, etc.) ▶ Expandable to accommodate Well 23 in the future (maximum flow rate is 650 gpm)
Electrical & Instrumentation	<ul style="list-style-type: none"> ▶ Assume motor requirement of 50 to 60 hp ▶ Include variable frequency drive with ability to adjust well discharge from approximately 150 gpm to 350 gpm ▶ Site lighting, receptacles, light shade structure over panels ▶ Address power requirements for addition of future treatment facilities ▶ Instrumentation consistent with recent water system SCADA work and integration into the City's existing SCADA system ▶ Include radio and antenna telemetry equipment

incorporated into the constructed work shall be recorded by the contractor and City inspector. Upon completion of construction, red-lined drawings will be provided to Carollo. Carollo shall prepare and submit to the City draft Record Drawings incorporating the red-line comments. Following the City's review, final Record Drawings shall be submitted to the City.

Deliverables:

- ▶ Record Drawings (three 11"x17" hard copies, PDF, and AutoCAD 2013)

Special Concerns

While we do not see any major issues with the current scope of work as defined in the RFP, there are several strengths in Carollo's expertise that we would like to highlight, including the following:

1. **Conceptual Review of Site Layout:** There is adequate time between the initial Notice-to-Proceed and delivery of 70% design to provide the two requested conceptual layouts of the site. All equipment will be shown to scale in the exhibit, where as equipment location, access road, and electrical service will be approximated so that the City can get a "feel" for how the site would look.
2. **Plan for Permitting:** Work related to the California Environmental Quality Control Act (CEQA) and Division of Drinking Water (DDW) permitting a new domestic supply was not mentioned in the RFP. Carollo has navigated these hurdles before on other projects and it requires constant attention and communication with the various agencies/groups to maintain the momentum of the project. We can assist the City, as needed, in each of these areas.

PROJECT TEAM

The most important element in any project is the people selected to perform the work. The success of the City's project hinges on the technical abilities, project management skills, and commitment of the project team members. Carollo has assembled a team of professionals the City is quite familiar with. We have all provided high quality service to the City on past projects. Our team's organization chart below highlights the responsibilities of key individuals and illustrates the lines of authority.

The Carollo Team is led by Principal-in-Charge Jim Meyerhofer. He is supported by Project Engineer Jason Davis, and other experienced professionals. Jim will be the primary contact on this project, and his contact information is as follows:

5075 Shoreham Place, Suite 120
 San Diego, California 92122
 Ph: (858) 505-1020 | Fax: (858) 505-1015
 Cell: (714) 376-7298 | Email: jmeyerhofer@carollo.com



Principal-in-Charge
 Jim Meyerhofer, P.E.

Project Engineer
 Jason Davis, P.E.

Project Disciplines

- Civil/Mechanical/Chemical - Kerrick Ryan
- Grading Specialist - Ryan Hook, P.E.
- Electrical/Instrumentation and Controls - Chris Loving, P.E.
- Structural - James Doering, P.E., S.E.
- Surveying - Eric Ackerman, PLS¹
- Radio Surveying - Cannon Corp

1. Gromatici Land Surveying, Inc.

Brief profiles and summary qualifications are provided below. In addition, we have included customized resumes for project team member at the end of this section.

Jim Meyerhofer, P.E.
Principal-in-Charge
Professional Summary

Jim, a senior vice president with Carollo, has 26 years of experience focused on water treatment, including designs of wells and pipelines, water quality studies, treatment plant evaluation and design, and construction management.

Relevant Experience

- ▶ Principal-in-charge for River Wells Project for the City of Solvang, CA.
- ▶ Principal-in-charge for Upland Wells Project and Water Supply Management Plan for the City of Solvang, CA.
- ▶ Principal-in-charge for investigation and preliminary analysis of treatment options for the Ortega Well Treatment Plant for the City of Santa Barbara, CA.
- ▶ Principal-in-charge for the Henry C. Garnett Water Purification Plant Expansion Preliminary and Final Designs for the Kern County Water Agency, CA.
- ▶ Principal-in-charge for the Joy Street and Corydon Road Well Blending Facilities for the Elsinore Valley Municipal Water District, CA.

Jason Davis P.E.
Project Engineer
Professional Summary

Jason, an associate with Carollo, has 14 years of extensive experience in process evaluation, predesign, design, inspection, office construction management, and plant startup services. He has worked on various types of water infrastructure projects, including new water treatment facilities, facility upgrades, drinking water reservoirs, pump stations, pipelines, and design of best management practices (BMPs) for urban areas.

Relevant Experience

- ▶ Project engineer for River Wells Project for the City of Solvang, CA.
- ▶ Project engineer for Upland Wells Project for the City of Solvang, CA.

- ▶ Project manager/project engineer for the Well 9D Arsenic-Manganese Treatment Plant for Park Water Company, CA.
- ▶ Assistant engineer for the Design of Infrastructure Improvements for Compliance with the Arsenic Rule for Victor Valley Water District, CA.
- ▶ Project engineer for Pumpback Facilities Improvements for 5th and C Pumpback Station for Three Valleys Municipal Water District, Claremont, CA.

Chris Loving, P.E.

Electrical/Instrumentation and Controls

Professional Summary

Chris joined Carollo in 2008, gaining experience in construction management and electrical and instrumentation design for both water and wastewater treatment facilities. He has in-depth knowledge of a variety of software packages including Word, MathCAD, Mathematica, Visual Basic 6, C++, Solidworks, ETap, AmpCalc, and Excel®. Common tasks with automated sequences include conduit schedules, voltage drop worksheets, and load studies.

Relevant Experience

- ▶ Electrical/Instrumentation & Control for River Wells Project for the City of Solvang, CA.
- ▶ E&IC engineer for Upland Wells Project for City of Solvang.
- ▶ Performed an arc flash study for Alameda County Flood Control and Water Conservation District Zone 7 Water Agency, CA.
- ▶ Performed electrical system studies including short circuit, protective device coordination and arc flash hazard analysis for the Fountain Hills Sanitary District, AZ.
- ▶ Various electrical system studies for the City of Aurora, CO, including the Binney Water Treatment Plant and a multi-site electrical system study for the rest of their over 30 pump stations, water treatment plants, and wastewater plant.
- ▶ Electrical design for a variable frequency drive (VFD) replacement at the Pinery Water and Wastewater District “Well N” in Parker, CO.

Kerrick Ryan, P.E.

Civil/Mechanical/Chemical

Professional Summary

Kerrick joined Carollo in 2016, after working as both an intern and staff engineer for the Irvine Ranch Water District. His experience includes pump stations, water and wastewater treatment and infrastructure.

Relevant Experience

- ▶ Assistant project engineer for Rockhoff Pump Station Replacement for Rincon del Diablo Municipal Water District, CA.
- ▶ Project manager for Lake Forest Well No. 2 Pump Replacement for the Irvine Ranch Water District, CA.
- ▶ Assistant project engineer for Influent Pump Station Evaluation for Padre Dam Municipal Water District, CA.
- ▶ Assistant project engineer for Berglund Treatment Plant Improvements for the City of Poway, CA.
- ▶ Assistant project engineer for Aeration Pipe and Diffuser Replacement for Encina Wastewater Authority, CA.

Gromatici Land Surveying, Inc.

Surveying

Gromatici Land Surveying, Inc. (Gromatici) specializes in ALTA/ACSM land surveys, boundary or property surveys, and mapping project such as topographic maps, tentative, final, and parcel Mapping.

Gromatici is a small family-owned company that works on residential homes and also large multi-building projects. Gromatici has two offices located in Santa Barbara and Los Olivos along with staff located in Solvang and Atascadero to better serve the south and central coasts.

The contact information for this project is:

Eric Ackerman, PLS
 2432 Railway Ave., Suite I
 Los Olivos, CA 93441
 Ph: (805) 845-2133
 Email: eackerman@gromatici.com

September 14, 2016

Mr. Matt van der Linden
Public Works Director/City Engineer
City of Solvang
411 Second Street
Solvang, CA 93463

Subject: Fee Proposal for Well 22 Upgrade Project

Dear Mr. van der Linden:

Enclosed is Carollo Engineer's Fee Proposal to perform Engineering Design, Bidding, and Construction Engineering Services for the City's Well 22 Upgrade Project. Our estimated level of effort to complete the scope of work and contained in our proposal is \$93,000. The lump sum fee is detailed in the table below by work task.

While we have done our best to provide a scope of services that matches the requirements of the RFP, we also realize that modifications may be needed to match the exact needs of the City should we be selected. We welcome the opportunity to discuss our proposed scope and fees so that we meet the City's expectations and budget requirements.

Description	Lump Sum Fee
Task 1. Project Management	\$6,000
Task 2. Research, Data Collection, and Analysis	\$10,000
Task 3. Topographic Mapping	\$6,000
Task 4. Construction Drawings	\$46,000
Task 5. Project Manual and Specifications	\$11,000
Task 6. Cost Estimate	\$2,000
Task 7. Bidding and Construction Engineering Assistance	\$10,000
Task 8. Record Drawings	\$2,000
TOTAL	\$93,000

Thank you for considering Carollo Engineers for this project. If you have any questions on our proposal, please do not hesitate to contact me (714)-376-7298.

Sincerely,

CAROLLO ENGINEERS, INC.

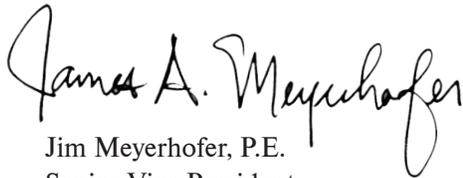

Jim Meyerhofer, P.E.
Senior Vice President

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.
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.
22. 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.



October 4, 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
OCTOBER 24, 2016	Proclamation Honoring Law Enforcement Personnel (Sheriff/CHP)	Present
	Economic Development Strategic Plan Update	Receive
	Vacation Rental Ordinance 1 st Reading	Approve
	CalPERS Contract Ord Amendment 2 nd Reading	Approve
	Award Fire Station Construction Contract & Funding Agrmt	Approve
	Water Softener Restriction Ord Amendment 2 nd Reading- Consent	Approve
NOVEMBER 14, 2016	Mayor for a Day- Linda Johansen	N/A
	California Building Code Ordinance Update	Approve
	Award Professional Services Agrmt for Compensation Study	Approve
	Hazard Mitigation Plan Update	Approve
	Fiscal Year 2015-16 Financial Review	Receive
NOVEMBER 28, 2016	Halloween Haunted House Donation	Accept
DECEMBER 2016	Results of Election and Installation of New Mayor/Councilmembers	Accept
<i>(BBQ for Council, Bds,</i>	Appointment to Boards and Commissions	Approve
<i>And Commissions)</i>	Cancellation of 2 nd Meeting in December	
JANUARY 2017	Investment Report	Receive
FEBRUARY 2017	2015-16 Comprehensive Annual Financial Report (CAFR)	Receive
MARCH 2017		
<i>*Public Notice Required</i>	Measure A 5-Year Local Program of Projects (2 nd Mtg in March 2017)	Approve
	Solvang Mesa LLMD Resolution of Intent (1 st Mtg in March 2017)	Adopt
APRIL 2017		
<i>*Public Notice Required</i>	Solvang Mesa LLMD Resolution of Assessment (1 st Mtg in Apr 2017)	Adopt
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	
	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>