



LAST RESOLUTION NO. 12-907
LAST ORDINANCE NO. 12-301

**SPECIAL MEETING OF THE SOLVANG CITY COUNCIL
COUNCIL CHAMBERS
1644 OAK STREET
Monday
January 14, 2013
5:00 pm Brown Act/Ethics Training
7:00 pm Regular Meeting**

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

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

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

5:00 pm

ETHICS TRAINING AB 1234 & BROWN ACT REVIEW

Presentation of Ethics Training and the annual Brown Act review by City Attorney, Roy Hanley.

7:00 PM - ADJOURN TO REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGERS REPORT

1. PUBLIC COMMUNICATIONS - WRITTEN OR VERBAL

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

2. COUNCIL COMMENTS AND REQUESTS

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

3. APPROVAL OF AGENDA AS PRESENTED

4. DECEMBER 10, 2012 CITY COUNCIL MINUTES

Approval of minutes.

5. CONSENT AGENDA

- a. Approval of pre-issues and warrant register dated December 26, 2012 and January 14, 2013
- b. Revised job description for Wastewater Collections System Operator position:
 1. Approve revised job description with increased pay range
 2. Approve Side Letter of Agreement to the Memorandum of Understanding between the Teamsters Union Local 986 and the City of Solvang
- c. Receive and file 4th quarter report for 2012 from Santa Barbara County Fire
- d. Ratify appointments to the Solvang Conference and Visitors Board of Directors
- e. Approve appointment to Parks and Recreation Commission
- f. Contract for New Financial System with Tyler Technologies, Inc.:
 1. Award the contract for a new financial system and implementation services to Tyler Technologies
 2. Authorize the City Manager to execute the contract, and other funding related documents as may be required, upon approval as to form by the City Attorney
- g. Adopt Resolution No. 13-____, A Resolution of the City Council of the City of Solvang authorizing the City Manager to execute and file a claim with the Santa Barbara County Association of Governments for allocation of Transportation Development Act (TDA) funds for the fiscal year 2012/2013.
- h. Receive and file quarterly status report for the Economic Development Strategic Plan
- i. Award of Consultant Contract – engineering services for the Water Facilities Arc Flash Study:
 1. Approve a Consultant Contract with Martin Technical in the amount of \$14,727.
 2. Authorize execution of the Contract by the City Manager.

REGULAR AGENDA

6. MISSION DRIVE CORRIDOR TRAFFIC CIRCULATION STUDY - PROJECT OBJECTIVES

Discuss and provide direction on project objectives of the Mission Drive Corridor Traffic Circulation Study.

CITY COUNCIL AGENDA SPECIAL MEETING

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7. **REVIEW OF THE CITY'S RECREATIONAL VEHICLE PARKING ORDINANCE**

Provide direction to staff regarding potential amendment of the Municipal Code as it relates to parking of recreational vehicles.

8. **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
- Water Committee
- Indian Gaming Benefit Committee

9. **ADVANCE CALENDAR**

Informational calendar – no action.

10. **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.



MINUTES OF THE REGULAR MEETING OF THE
SOLVANG CITY COUNCIL

Agenda 1

Council Chambers
1644 Oak Street
Solvang, Ca. 93463

December 10, 2012
7:00 pm

CALL TO ORDER Mayor Richardson called the meeting to order at 7:00pm

ROLL CALL

PRESENT: Mayor Richardson, Council Members Duus, Jamieson, Palmer and Wood

STAFF: Brad Vidro, City Manager, Roy Hanley, City Attorney, Sandra Featherson, Administrative Services Director; Matt van der Linden, Public Works Director/City Engineer, Fred Lageman, Parks and Recreation Director, Julie Glendinning, Finance Supervisor, Maricela Flores, Senior Accounting Technician, Debbie Elliott, Office Assistant I, Kayti Kelly, Accounting Assistant I, Jenny McClurg, Recreation Coordinator

PLEDGE OF ALLEGIANCE Led by Council Member Palmer.

PRESENTATIONS:

Mayor Richardson presented a certificate of appreciation to Jack Pellerin for his many contributions to the City.

Jenny McClurg, Recreation Coordinator presented a check from the proceeds of the Turkey Trot to Kathy Kelsey and Pam Johnson of Alpha Pi Charity.

Mayor Richardson presented certificates of appreciation to the Measure Z2012 Committee.

CITY MANAGER'S STATUS REPORT

Informational report only.

1. PUBLIC COMMUNICATIONS - WRITTEN OR VERBAL

Rick Johnson

- Recently received a letter from the City regarding the coverage of our RV parked in our driveway which has been parked there for 40 years
- Every time a new code enforcement officer is hired by the City we have these problems; the rules for covering these vehicles seem to change
- The previous lattice fencing we installed was used as an example of an acceptable cover by the Planning Department however when a new enforcement officer was hired we were notified it was not acceptable
- At considerable expense I built a solid 6 foot fence which had been acceptable until recently
- Would you rather have them parked on the street, or shielded at a setback in the driveways

Don MacFadyen

- Echo the comments of Rick Johnson
- What you have caused now is unsightly coverage such as tarps or canvas screening which seems to be legal but is not very nice to look at
- Seems like an 8 foot lattice work fence would be very acceptable; RV's are usually 9 feet tall and this would cover most of it

2. COUNCIL REQUESTS

Council Member Duus requested a future agenda item to address the RV parking.

3. NOVEMBER 13, 2012 CITY COUNCIL MINUTES

Motion was made by Council Member Duus, seconded by Council Member Wood to approve the minutes as presented. **Motion carried** with a verbal response of 4 ayes, 1 abstention with Council Member Jamieson abstaining.

4. CONSENT AGENDA

Consent agenda read by the City Clerk.

- a. Approval of pre-issued and regular warrant register dated November 26 and December 10, 2012
- b. Recognize and accept the generous monetary donation from the following businesses: Santa Ynez Valley Youth Recreation, John and Teri Harmon and Gaye S. Rogowski Accounting to go towards the Solvang Parks and Recreation Department Halloween Haunted House
- c. Receive and file Santa Barbara County Sheriff's report for October 2012
- d. Receive and file Santa Ynez Valley Hotel Association quarterly update
- e. Phase 2 Biological Services:

1. Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Penfield & Smith Engineers for additional environmental services (Phase 2 Biological Services) in connection with the Santa Ynez River Bank Restoration Project at the Solvang Wastewater Treatment Plant.
2. Approve Budget Adjustment.

Motion was made by Council Member Duus, seconded by Council Member Wood to approve the Consent Agenda as presented. **Motion carried** with a roll call vote of 5 ayes.

REGULAR AGENDA

5. **RESOLUTION ACCEPTING DECLARATION OF RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD NOVEMBER 6, 2012 AND SELECTION OF EFFECTIVE DATE FOR THE TRANSIENT OCCUPANCY TAX INCREASE**

Staff report by City Clerk

- Final step for the 2012 election is adopting certification of election results issued by the County
- Additionally, with the passage of the Transient Occupancy Tax (TOT) increase looking to Council for an effective date for the increase which would allow for notification and implementation by the Hoteliers

Council Member Duus inquired how to handle reservations which were booked in advance and were quoted one rate but would be utilizing the reservation after the effective date for the increased rate. City Attorney responded that it is perfectly legal to charge the rate that is in effect on the date the reservation is used.

Public Comment:

Willi Campbell

- Reservations made on the internet give the guests an expectation of what the charges will be
- It would be nice to have the time to notify these partners so prices can be adjusted accordingly and there will be no surprises
- Think about this carefully, the hoteliers are the ones who would have to make these explanations and it also affects our image

Linda Johansen

- Communication is very important here; when booking groups there is a clause in the contract stating that taxes and fees are subject to change
- Due to the busy time of year and because we want to keep our tourists happy, it would be better to have a little time for notifications
- It is a common practice to have small adjustments when working with groups; the tour operators pass the increase on, they do not pay it

Ed Skytt

- Years ago we increased from 8% to 10%, what did we do then
- It would be good to have a little time to notify the various entities

Motion was made by Council Member Jamieson, seconded by Council Member Duus to set the effective date for the TOT increase of 12% at February 1, 2013 but to honor any contracts written in 2012 at the 10% rate, and also to adopt Resolution No. 12-____, a Resolution of the City Council of the City of Solvang reciting the fact of the General Municipal Election held on November 6, 2012 and declaring the result and such other matters as provided by law. **Motion carried** with a roll call vote of 5 ayes.

6. PRESENTATION TO OUTGOING COUNCIL MEMBER KEN PALMER

Mayor Richardson thanked Council Member Palmer for his support over the years and for sharing his knowledge with the entire Council.

Public Comment:

Willi Campbell

- Commented on his way of “telling it like it is”; of always wanting to do the right thing. In a nice way of always being able to sway people to his way of thinking which was almost always the right way

Bobbie Martin

- Enjoyed working with Council Member Palmer, views him as a great leader and one that will surely be missed on Council

Linda Johansen

- Greatly admire Council Member Palmer; he has always stuck to his convictions and done the right thing. He sets a good example, he is very wise and deals with things in a very matter of fact manner

Aaron Petersen

- Representing my father and family; my father often challenged the fact that you did not originally come from here and wondered who you were to say what was best for our area; he grew to admire and respect your views. We thank you for your many years of service

Erik Gregerson

- Representing the Board of the Elverhoj Museum wanted to thank Council Member Palmer and the entire Council for their support all these years, especially Council Member Palmer. We have had a wonderful partnership over the years

Mayor Richardson presented Council Member Palmer with a plaque acknowledging him for his 16 years of service to the City of Solvang. All Council Members, during Council Comments, had expressed their gratitude for the knowledge Council Member Palmer had shared with all of them and look forward to his participation from the audience.

City Manager presented Council Member Palmer with his very own laminated “speakers slip” and marker and shared a few comments about him. The Administrative and Finance Departments presented him with a bouquet of roses and a rose bush as a thank you for the many dozens of roses he has picked from his garden to brighten City Hall.

7. **2012 COUNCIL ADJOURNED TO A RECEPTION IN THE FOYER.**



MINUTES OF THE REGULAR MEETING OF THE
SOLVANG CITY COUNCIL

Agenda 2

Council Chambers
1644 Oak Street
Solvang, Ca. 93463

December 10, 2012
7:00 pm

SUPERIOR COURT JUDGE PATRICIA KELLY ADMINISTERED THE OATH OF OFFICE TO MAYOR ELECT JIM RICHARDSON AND COUNCIL MEMBERS ELECT HANS DUUS, AND EDWIN SKYTT AND PRESENTED THEM WITH CERTIFICATES OF ELECTION

REVEREND RANDALL DAY OF ST. MARKS OF THE VALLEY EPISCOPAL CHURCH PRESENTED THE BENEDICTION

CALL TO ORDER Mayor Richardson reconvened the meeting.

ROLL CALL

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

CITY MANAGER'S COMMENTS

None.

1. PUBLIC COMMUNICATIONS - WRITTEN OR VERBAL

Tracy Farhad

- Christmas Tree Lighting and Parade went very well and thanked all those that made it happen
- Crew from the travel channel were here and filmed the parade
- Intercept study has been completed and will be presented January 28th
- 2013 launch of the new Visitors Guide and videos will be held at Hotel Corque

2. COUNCIL REQUESTS

None.

3. CONSENT AGENDA

Consent Agenda read by the City Clerk.

- a. Approve cancellation of the second meeting in December.

Motion was made by Council Member Duus, seconded by Council Member Wood to approve the Consent Agenda as presented. **Motion carried** with a roll call vote of 5 ayes.

REGULAR AGENDA

4. CITY COUNCIL REORGANIZATION

Staff report by City Clerk

- Historically at the first meeting in December Council selects a Mayor Pro Tem and makes Council appointments to the various committees

Public Comment: None

Consensus of Council agreed that Council Member Skytt will serve as Mayor Pro Tem.

Motion was made by Council Member Duus, seconded by Council Member Skytt to approve the appointment of Edwin Skytt as Mayor Pro Tem for 2013 and appointments to the various committees as follows:

1. **S.B.COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG)**
Primary – Jim Richardson, Alternate – Edwin Skytt
2. **S.B. COUNTY AIR POLLUTION CONTROL BOARD (APCB)**
Primary – Jim Richardson, Alternate – Edwin Skytt
3. **CALIFORNIA JPIA**
Primary – Joan Jamieson, Alternate – Tara Wood
4. **MULTI-JURISDICTIONAL SOLID WASTE TASK GROUP**
Primary – Tara Wood
5. **SOLVANG AND COMMUNITY SERVICES DISTRICT JOINT WASTEWATER COMMITTEE**
Edwin Skytt, Tara Wood
6. **AD HOC FINANCE COMMITTEE –(JULY 1, 2012)**
Jim Richardson, Hans Duus
7. **AD HOC WATER NEGOTIATING COMMITTEE**
Jim Richardson, Hans Duus
8. **INDIAN GAMING LOCAL BENEFIT COMMITTEE**
Primary (name submitted to S.B. County Board of Supervisors for approval) Joan Jamieson
9. **LEAGUE OF CALIFORNIA CITY REPRESENTATIVE**

Edwin Skytt

Motion carried with a roll call vote of 5 ayes.

5. APPOINTMENT TO BOARDS AND COMMISSIONS

Staff report by City Clerk

- Terms for Planning Commission, Board of Architectural Review and Parks and Recreation Commission all expire in December
- All members were contacted inquiring if they desired to serve an additional two-year term
- Those that responded were included in the staff report for Council approval
- Additionally, press releases, posted notices and an ad in the local paper asking for interested community members were distributed
- All attempts to generate interest have proven to be unsuccessful
- As it stands at the time the staff report was prepared, both Board of Architectural Review and Parks and Recreation Commission will have 4 of their 5 members
- Each Council Member is being asked for their appointment of a Planning Commissioner

Public Comment: None

Motion was made by Council Member Skytt, seconded by Council Member Wood to accept the appointments for Planning Commission; Council Member Duus requested an amendment to the motion to include the other Boards and Commissions; amendment was accepted and included:

PLANNING COMMISSION

- | | |
|------------------|--|
| Day Yeager | - appointed by Council Member Wood |
| Kathi Hopkins | - appointed by Council Member Duus |
| Heather Sorenson | - appointed by Council Member Jamieson |
| Aaron Petersen | - appointed by Mayor Richardson |

Council Member Skytt did not have an appointee at this time.

BOARD OF ARCHITECTURAL REVIEW:

- Carla Duus
- Melissa DeLeon
- Ed Flynn
- *Elsemarie Petersen

PARKS AND RECREATION COMMISSION:

- Oscar Andrade
- Mary Gauthier
- Gigi Gerritsen
- Gretchen Glick

6. TAJIGUAS LANDFILL RESOURCE RECOVERY TERM SHEET

City Manager introduced Mark Schleich of Santa Barbara County Public Works. Mr. Schleich presented a PowerPoint presentation on the comprehensive procurement process identifying the project and technologies for processing the solid waste currently being disposed of at the Tajiguas Landfill. This program is about working together and doing what is best for the community. Council is being asked to join with the other partners to form a Joint Powers Authority. The purpose of the program is to reduce the solid waste and doubling the permit life of the Tajiguas Landfill. By authorizing the Mayor to sign the Term Sheet it is allowing for the intention of forming the Joint Authority.

Council Member Duus inquired if signing this Term Sheet binds us in any way or makes a financial commitment we are not aware of. Mr. Schleich responded that until an actual contract is signed, the Council is not committed to the project.

Public Comment: None

Motion was made by Council Member Wood, seconded by Council Member Skytt to approve the term sheet and authorize the Mayor to execute the document for the City of Solvang's participation in the Tajiguas Landfill Resource Recovery Project. **Motion carried** with a roll call vote of 5 ayes.

7. REPRESENTATIVE FOR CENTRAL COAST COLLABORATIVE ON HOMELESSNESS POLICY COUNCIL

Staff report by City Manager

- Mayor received a request for the City's participation in the new Central Coast Collaborative on Homelessness to improve the housing and services for the homeless in a cost effective manner
- Meetings will be held quarterly and will include 9 jurisdictions
- We are being asked to designate a representative to serve on the Policy Council
- The representative from Solvang, Buellton, Carpinteria and Guadalupe will be considered a rotating seat

Public Comment: None

Council Members questioned the effectiveness of a rotating seat representative. When meetings are held quarterly it would be difficult to really capture the purpose of the committee. Perhaps someone from the City could attend a meeting to see what it is they are planning. Consensus of Council was to table the issue at this time and directed the City Manager to send a letter expressing Council's lack of understanding of how the rotating seat could provide an adequate benefit on the Policy Council.

8. ADVANCE CALENDAR

Informational calendar – no action

9. ADJOURNMENT Mayor Richardson adjourned the meeting at 9:48 pm.

Warrant register 12/24/12

Checks	Date	Vendor		
25226	12/5/2012	Jennifer McClurg	\$	114.45
25228	12/6/2012	CA State Disbursement Uni	\$	202.50
25229	12/6/2012	Employee Benefits Special	\$	796.23
25230	12/6/2012	ICMA Retirement Corporati	\$	1,475.88
25231	12/6/2012	Montecito Bank & Trust	\$	21,808.21
25232	12/6/2012	STATE OF CALIFORNIA	\$	3,854.23
25233	12/6/2012	Tax Deferred Services, In	\$	100.00
25234	12/10/2012	SYVHA	\$	179,489.24
25235	12/10/2012	Melissa DeLeon	\$	93.35
25236	12/10/2012	James E.B. Hickling	\$	93.35
25237	12/10/2012	Hans Duus	\$	280.05
25238	12/10/2012	Joan Jamieson	\$	280.05
25239	12/10/2012	William Palmer	\$	230.05
25240	12/10/2012	James Richardson	\$	280.05
25241	12/10/2012	Edwin Skytt	\$	280.05
25242	12/10/2012	Tara Wood	\$	230.05
25243	12/12/2012	Staples Contract & Commer	\$	806.72
25244	12/12/2012	STAPLES CREDIT PLAN	\$	801.21
25245	12/12/2012	Montecito Bank & Trust	\$	366.00
25246	12/12/2012	PERS Retirement	\$	20,619.96
25247	12/12/2012	STATE OF CALIFORNIA	\$	20.00
25248	12/13/2012	Carla L. Duus	\$	280.05
25249	12/13/2012	DANNY BENCE	\$	198.00
25250	12/13/2012	Montecito Bank & Trust	\$	39.90
25251	12/13/2012	STATE OF CALIFORNIA	\$	3.00
25252	12/14/2012	NATHAN GIACINTO	\$	350.00
25253	12/18/2012	Frost, Kristin	\$	75.00
25254	12/18/2012	GOV'N'T FINANCE OFFICERS	\$	435.00
25255	12/18/2012	Valley Slurry Seal	\$	316,546.64
25256	12/18/2012	CA State Disbursement Uni	\$	202.50
25257	12/18/2012	Employee Benefits Special	\$	796.23
25258	12/18/2012	ICMA Retirement Corporati	\$	1,484.25
25259	12/18/2012	Montecito Bank & Trust	\$	21,116.39
25260	12/18/2012	STATE OF CALIFORNIA	\$	3,815.17
25261	12/18/2012	Tax Deferred Services, In	\$	100.00
25262	12/18/2012	Teamsters Local 986	\$	1,014.00
25263	12/19/2012	PERS	\$	29,062.84
25264	12/26/2012	The Advantage Group / TAG	\$	4,095.17
25268	12/18/2012	PERS Retirement	\$	20,566.71
25269	12/24/2012	American Services & Produ	\$	600.00
25270	12/24/2012	ALLIANT INSURANCE	\$	1,431.88
25271	12/24/2012	BAKER, MANOCK & JENSEN	\$	5,550.50
25272	12/24/2012	Castellanos, Chantalle	\$	87.50
25273	12/24/2012	Castellanos, Lynne	\$	49.00
25274	12/24/2012	Coastal Copy, LP	\$	184.83
25275	12/24/2012	CALIFORNIA CODE CHECK	\$	2,832.50
25276	12/24/2012	CITY OF BUELLTON	\$	6,759.03
25277	12/24/2012	CITY OF LOMPOC FINANCE DE	\$	1,666.66
25278	12/24/2012	CITY OF S.B. LIBRARY	\$	60,000.00
25279	12/24/2012	CLEAN MACHINE LAUNDROMAT	\$	40.00
25280	12/24/2012	COUNTY OF SANTA BARBARA	\$	2,031.00
25281	12/24/2012	COUNTY OF SANTA BARBARA A	\$	1,952.00
25282	12/24/2012	Dechance Construction Co,	\$	7,982.97

Checks	Date	Vendor		
25283	12/24/2012	DEPARTMENT OF JUSTICE	\$	123.00
25284	12/24/2012	DIRECT IMAGE	\$	10.78
25285	12/24/2012	ENDERLE, JAMES	\$	300.00
25286	12/24/2012	ENGEL & GRAY, INC.	\$	4,573.40
25287	12/24/2012	Farm Supply Co.	\$	380.93
25288	12/24/2012	FRAZIER'S AUTO REPAIR & T	\$	170.00
25289	12/24/2012	GEMPLERS	\$	274.32
25290	12/24/2012	GRAPHIC SYSTEMS	\$	11.85
25291	12/24/2012	Totalfunds by Hasler	\$	500.00
25292	12/24/2012	Hidalgo, Olivia	\$	611.36
25293	12/24/2012	HACH COMPANY	\$	361.22
25294	12/24/2012	League of California Citi	\$	3,953.00
25295	12/24/2012	LUNDE'S SOLVANG AUTO REPA	\$	129.50
25296	12/24/2012	Macias, Eduardo	\$	28.00
25297	12/24/2012	MailFinance	\$	149.77
25298	12/24/2012	Matt van der Linden	\$	35.52
25299	12/24/2012	Menveg Properties LLC	\$	405.00
25300	12/24/2012	Meraz, Oscar	\$	70.00
25301	12/24/2012	MNS ENGINEERS, INC.	\$	1,822.50
25302	12/24/2012	NIELSEN BUILDING MATERIAL	\$	89.33
25303	12/24/2012	NU-TECH PEST MGMNT	\$	455.00
25304	12/24/2012	Padilla, Lucy	\$	100.00
25305	12/24/2012	DALE PENA	\$	125.00
25306	12/24/2012	PENFIELD & SMITH	\$	2,950.00
25307	12/24/2012	PG&E	\$	6,577.12
25308	12/24/2012	PROCARE	\$	2,544.96
25309	12/24/2012	Ranch Church	\$	100.00
25310	12/24/2012	Rivera, Nick	\$	66.00
25311	12/24/2012	S.Y.R.W.C.D. ID #1	\$	105,001.60
25312	12/24/2012	Sales, Rose	\$	100.00
25313	12/24/2012	Santa Ynez Stone & Topsoi	\$	10.24
25314	12/24/2012	Storer Transit Systems	\$	25,261.30
25315	12/24/2012	SANTA BARBARA CO. SHERIFF	\$	129,217.85
25316	12/24/2012	SB Co Sheriff's Dept.	\$	239.76
25317	12/24/2012	SCVB	\$	131,250.00
25318	12/24/2012	SO. CAL GAS/ACCTS PAYABLE	\$	178.06
25319	12/24/2012	SPEEDY LOCK & SAFE	\$	145.42
25320	12/24/2012	SYV ONLINE	\$	150.00
25321	12/24/2012	TODD PIPE & SUPPLY	\$	149.92
25322	12/24/2012	TW Telecom	\$	829.20
25323	12/24/2012	FCCCHR	\$	120.00
25324	12/24/2012	ValleyCrest Landscape	\$	4,334.00
25325	12/24/2012	VERIZON CALIFORNIA	\$	486.91
25326	12/24/2012	Wilson Engineering	\$	960.00
25327	12/24/2012	WESTERN EXTERMINATOR/ CAL	\$	69.75
25328	12/24/2012	WINDMILL NURSERY	\$	54.82
BANK 6354 TOTAL: 100 CHECKS			\$	1,149,046.74

Ck	Date	Vendor	Amount
25329	1/4/2013	Comcast	\$ 13.21
25330	1/4/2013	Mr. Rooter Plumbing	\$ 1,895.00
25331	1/4/2013	PG&E	\$ 10,434.58
25332	1/4/2013	Staples Contract & Commer	\$ 321.97
25333	1/4/2013	SANTA YNEZ VALLEY HARDWAR	\$ 1,011.72
25334	1/4/2013	SPRINT	\$ 36.82
25335	1/4/2013	STAPLES CREDIT PLAN	\$ 1,531.82
25336	1/4/2013	Uhrig, Seth	\$ 250.00
25337	1/4/2013	VERIZON WIRELESS	\$ 110.05
25338	1/4/2013	CA State Disbursement Uni	\$ 202.50
25339	1/4/2013	Employee Benefits Special	\$ 669.57
25340	1/4/2013	ICMA Retirement Corporati	\$ 3,031.11
25341	1/4/2013	Montecito Bank & Trust	\$ 23,497.66
25342	1/4/2013	STATE OF CALIFORNIA	\$ 3,659.99
25343	1/4/2013	Tax Deferred Services, In	\$ 100.00
25344	1/8/2013	PERS Retirement	\$ 19,865.52
25345	1/14/2013	Abecilla, Adrian	\$ 280.33
25346	1/14/2013	American Services & Produ	\$ 700.00
25347	1/14/2013	AK & Company	\$ 1,325.00
25348	1/14/2013	ARROWHEAD	\$ 90.31
25349	1/14/2013	Bengal Engineering, Inc.	\$ 8,964.69
25350	1/14/2013	BUELLFLAT ROCK	\$ 9,631.25
25351	1/14/2013	Coastal Copy, LP	\$ 360.54
25352	1/14/2013	CAL-COAST MACHINERY	\$ 391.40
25353	1/14/2013	CALIFORNIA CODE CHECK	\$ 5,134.30
25354	1/14/2013	CALPERS	\$ 2,308.00
25355	1/14/2013	CANNON ASSOCIATES	\$ 6,312.50
25356	1/14/2013	CARRS BOOTS & WESTERN WEA	\$ 128.47
25357	1/14/2013	CLEAN MACHINE LAUNDROMAT	\$ 47.00
25358	1/14/2013	CLINICAL LAB OF SAN BERNA	\$ 540.00
25359	1/14/2013	COUNTY OF SB PUBLIC WORKS	\$ 24.09
25360	1/14/2013	Farm Supply Co.	\$ 94.59
25361	1/14/2013	FERGUSON ENTERPRISES	\$ 1,597.37
25362	1/14/2013	GEMPLERS	\$ 401.25
25363	1/14/2013	HANLEY & FLEISHMAN,LLP	\$ 6,000.00
25364	1/14/2013	INNER NATURE	\$ 1,800.00
25365	1/14/2013	JIM'S SERVICE CENTER	\$ 1,124.80
25366	1/14/2013	League of California Citi	\$ 100.00
25367	1/14/2013	LUNDE'S SOLVANG AUTO REPA	\$ 129.50
25368	1/14/2013	Ray A. Morgan Company	\$ 45.00
25369	1/14/2013	MAINLINE UTILITY	\$ 10,950.00
25370	1/14/2013	MBIA MUNISERVICES COMPANY	\$ 55.46
25371	1/14/2013	National Seminars Trainin	\$ 249.00
25372	1/14/2013	NIELSEN BUILDING MATERIAL	\$ 113.17
25373	1/14/2013	NIELSEN'S MARKET	\$ 124.00
25374	1/14/2013	NU-TECH PEST MGMNT	\$ 383.00
25375	1/14/2013	One Stop Auto Parts	\$ 50.01
25376	1/14/2013	Perez, Jorge	\$ 281.23
25377	1/14/2013	PC MECHANICAL INC.	\$ 1,893.92
25378	1/14/2013	PETTY CASH	\$ 81.82
25379	1/14/2013	POLYDYNE, INC.	\$ 1,144.31
25380	1/14/2013	PRAXAIR	\$ 43.13
25381	1/14/2013	PROCARE	\$ 1,722.56

Ck	Date	Vendor	Amount
25382	1/14/2013	JIM RICHARDSON	\$ 46.91
25383	1/14/2013	RR DONNELLEY	\$ 173.66
25384	1/14/2013	S.Y.R.W.C.D. ID #1	\$ 3,505.08
25385	1/14/2013	Satcom Global FZE	\$ 38.69
25386	1/14/2013	So. Calif. Municipal Athl	\$ 70.00
25387	1/14/2013	SANTA BARBARA CO. SHERIFF	\$ 1,238.44
25388	1/14/2013	SANTA MARIA TIRE, INC.	\$ 1,263.96
25389	1/14/2013	SANTA YNEZ VALLEY FLORIST	\$ 70.04
25390	1/14/2013	SIEMENS WATER TECHNOLOGIE	\$ 191.63
25391	1/14/2013	SO. CAL GAS/ACCTS PAYABLE	\$ 232.18
25392	1/14/2013	SOLVANG SENIOR CENTER	\$ 10,000.00
25393	1/14/2013	SP MAINTENANCE SERVICES,	\$ 4,127.92
25394	1/14/2013	SPEEDY LOCK & SAFE	\$ 255.85
25395	1/14/2013	STERLING CODIFIERS	\$ 500.00
25396	1/14/2013	SYV PEOPLE HELPING PEOPLE	\$ 3,750.00
25397	1/14/2013	SYVTRP	\$ 1,890.00
25398	1/14/2013	The Advantage Group / TAG	\$ 541.00
25399	1/14/2013	TERRY E. KRIEG, CPA	\$ 5,350.00
25400	1/14/2013	UNDERGROUND SERVICE ALERT	\$ 7.50
25401	1/14/2013	US POSTAL SERVICE	\$ 380.00
25402	1/14/2013	Valley PC Repair	\$ 3,330.00
25403	1/14/2013	VERIZON CALIFORNIA	\$ 304.83
25404	1/14/2013	Wallace Group	\$ 3,428.08
25405	1/14/2013	WENDY BERRY	\$ 384.00
25406	1/14/2013	WESTERN EXTERMINATOR/ CAL	\$ 176.00
			<u>\$ 172,509.29</u>



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**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Brad Vidro, City Manager

MEETING DATE: January 14, 2013

DATE PREPARED: January 7, 2013

**SUBJECT: REVISED JOB DESCRIPTION FOR WASTEWATER
COLLECTIONS SYSTEM OPERATOR POSITION**

I. RECOMMENDATIONS:

Approve:

1. Revised job description for Wastewater Collection System Operator with increased pay range.
2. Approve Side Letter of Agreement to the Memorandum of Understanding between the Teamsters Union Local 986 and the City of Solvang adding license pay.

II. DISCUSSION:

The City recently purchased a new vacuum truck for use in cleaning sewer mains. Due to the weight of the vehicle a Commercial Class B driver's license is required to operate the vehicle by the California Department of Motor Vehicles. Staff is recommending that the job description be modified for the Wastewater Collection System Operator position to add the requirement of the Class B license.

Staff is also recommending that license pay be included in the in Memorandum of Understanding for the represented employees for up to two Wastewater Division employees. This would provide for payment of \$100 monthly for those employees that have or obtain a Commercial Class B drivers license. Having additional

employees that are available to drive the vacuum truck will help to better deal with operations when the Wastewater Collections System Operator is not available.

III. ALTERNATIVES:

The City Council could choose not to amend the job description for the Wastewater Collection System Operator and or the license pay.

IV. FISCAL IMPACT:

Staff is recommending the salary range be revised from the 107 range to the 109 range. This will result in a maximum annual increase of approximately \$2,260 at the top step of the range. Additionally the license pay would total \$2,400 if two additional employees obtain the Class B license.

V. ATTACHMENTS:

- Wastewater Collection System Operator job description
- Side letter

WASTEWATER COLLECTION SYSTEM OPERATOR
CITY OF SOLVANG
JOB DESCRIPTION

This is not an individualized job description. It defines the general character and scope of responsibilities. It is not intended to describe and does not necessarily list every duty for a given position.

DEFINITION

Under the direction of the Wastewater Supervisor, perform semi-skilled labor in the maintenance, operation, repair, and related service activities for the water, wastewater, and storm drain systems; and to perform a variety of related duties as assigned.

LICENSE REQUIREMENTS

Possession of a valid California [Commercial Class B driver's](#) license.

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Maintain wastewater collection system lines and storm drain system.
- Clean wastewater collection systems; open clogged lines; clean manholes, wet wells, and lift stations.
- **Clean storm drain system lines, DI's, catch basins, manholes, and other related areas.**
- Participate in the operation of line locating and video inspection equipment.
- **Respond to various emergencies throughout the City's infrastructure.**
- Operate a variety of heavy equipment including dump truck, skip loader, Vac Con Combination sewer / storm drain cleaner and other related equipment.
- Perform preventative maintenance on trucks and other related equipment.
- Maintain Storm Drain and Collection system maps, cleaning and inspection records.
- Requisition supplies, materials and equipment.

ESSENTIAL FUNCTIONS

- Meets the physical requirements necessary to safely and effectively perform required duties.
- Knowledge of uses and purposes of general construction tools and equipment.
- Knowledge of preventative maintenance techniques and procedures.
- Knowledge of operational characteristics of wastewater and storm drain collection systems.
- Knowledge of tools and equipment used in the maintenance and repair of wastewater and storm drain systems.
- Safe work practices.
- Maintain records and prepare reports.
- Read and interpret basic maps and blueprints.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.

WWTP Collection System Operator Cont'd

PHYSICAL DEMANDS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL REQUIREMENTS

Strength: Medium-exert force of 20-50 pounds occasionally; 10-25 pounds frequently; or up to 10 pounds constantly to lift, carry, push pull or move objects; Constant handling, gripping, grasping; Frequent walking, extension of the neck upward, downward and side to side; Occasional standing, sitting, bending, stooping, crouching, crawling, kneeling, pushing, pulling, twisting at the waist, fingering, typing, climbing stairs, ladders; On rare occasions, climbs scaffolding.

Vision: Visual acuity which could be corrected sufficiently to perform the essential functions of the position; average depth perception needed.

Hearing: Effectively hear/comprehend oral instructions and communication.

ENVIRONMENTAL CONDITIONS

Most duties in this class are performed under periodically disagreeable working conditions, working outdoors, sometimes in adverse weather, exposed to water, mud, dirt, grease; some positions may require more frequent exposure to disagreeable conditions including fumes, odors, chemicals, infectious waste, equipment noise and vibration, traffic, heat, cold, and dampness. Incumbents may be required to work overtime, respond to after hour emergencies, or be called at any hour as needed.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way would be:

High school diploma or equivalent to completion of the twelfth grade;
Some experience driving large vehicles, operating tractors or loaders.

This is to acknowledge that I have received a copy of this job description and understand its contents.

Employee Signature

Date

**SIDE LETTER AGREEMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN TEAMSTERS UNION, LOCAL 986 AND THE CITY OF SOLVANG
DATED JULY 1, 2012 THROUGH JUNE 30, 2013 (AS AMENDED)**

This side letter agreement is entered into between the City of Solvang, a municipal corporation ("City") and the Teamsters Union Local 986, an unincorporated public employee organization ("Union") dated June 25, 2012, as amended, with respect to the following facts and circumstances:

Whereas, the parties have met and conferred pursuant to the Meyers-Milias-Brown Act and agree as follows:

1. This side letter is intended to and does modify the existing MOU;
2. Effective _____, the base salary for the Wastewater Collections System Operator shall be increase from Range 107 to 109;
3. The following paragraph shall be added to Article 4 of the MOU:

Commercial Class B License- Those Wastewater Division employees that are not required to have, but obtain, a Commercial Class B License will receive an additional \$100 per month. Only two unit employees may receive the license pay in any given month.

4. Except as modified by this Agreement, the MOU shall remain in full force and effect;
5. This Agreement shall become effective upon ratification by the City Council.

CITY OF SOLVANG

TEAMSTERS UNION, LOCAL 986

By: _____
Brad Vidro, City Manager

By: _____
David Lattimer, Business Agent

Date: _____

Date: _____



Santa Barbara County Fire Department

Quarterly Report

For
The City of Solvang
October - December 2012

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 calls for service in the City of Solvang for
October - December 2012.

RESPONSE	District 30
Chimney Fire	1
Vegetation Fire	0
Outside Equipment Fire	1
Medical Call	29
Motor Vehicle Accident	1
Gas Leak/Spill	0
Power Line Arching/Down	0
Service Call	0
Person in Distress	2
Water / Steam Leak	0
Haz Mat Investigation	0
Assist Police	1
Assist Invalid	0
No Incident Found/Cancelled	0
Smoke Investigation	0
Detector / Alarm Activation	7
Special Type Incident	0
TOTAL	42

The statistics below document the calls by district that Engine 30 and 330 responded to:

<u>DISTRICT</u>	<u>Engine 30 Responses per District</u>	<u>Engine 330 Responses per District</u>
No District Noted	159	2
District 12	0	0
District 18	1	1
District 22	0	0
District 24	0	0
District 30	45	0
District 31	5	0
District 32	9	0
District 51	0	0
Mutual Aid	0	0
Santa Barbara City	0	0
TOTALS	219	3

FIRE PREVENTION DIVISION ACTIVITY

The Fire Prevention Division recorded the following activity for the months of
October - December 2012.

Fire Prevention Activities	October	November	December
Fire Protection Certificates	1	0	1
Plan Checks	2	0	4
Development Reviews	0	1	0

**If you have any questions or comments, please contact
Captain David Sadecki at (805) 681-5531.**

0 District 30

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
14 Chimney or flue fire, confined to chimney or flue					
2-0013287	11/21/2012 20:50:32	11/21/2012 20:55:41	30	B	00:05:09
Average Response Time for District/Incident Type					00:05:09
62 Outside equipment fire					
2-0011870	10/21/2012 12:42:06	10/21/2012 12:46:02	30	A	00:03:56
Average Response Time for District/Incident Type					00:03:56
21 EMS call, excluding vehicle accident with injury					
2-0010971	10/02/2012 10:40:54	10/02/2012 10:46:02	30	B	00:05:08
2-0011016	10/03/2012 00:10:22	10/03/2012 00:14:00	30	B	00:03:38
2-0011021	10/03/2012 08:03:39	10/03/2012 08:08:41	30	C	00:05:02
2-0011122	10/05/2012 18:37:07	10/05/2012 18:39:13	30	C	00:02:06
2-0011301	10/09/2012 11:03:06	10/09/2012 11:06:35	30	C	00:03:29
2-0011309	10/09/2012 14:50:56	10/09/2012 14:52:56	30	C	00:02:00
2-0011607	10/15/2012 21:09:25	10/15/2012 21:13:22	30	B	00:03:57
2-0011678	10/17/2012 12:40:28	10/17/2012 12:42:56	30	B	00:02:28
2-0011887	10/22/2012 00:46:00	10/22/2012 00:50:05	30	A	00:04:05
2-0012220	10/28/2012 15:13:03	10/28/2012 15:15:21	30	B	00:02:18
2-0012533	11/04/2012 15:40:55	11/04/2012 15:43:20	30	B	00:02:25
2-0012703	11/08/2012 10:10:09	11/08/2012 10:20:14	30	B	00:10:05
2-0012709	11/08/2012 12:20:15	11/08/2012 12:22:45	30	B	00:02:30
2-0012831	11/10/2012 18:06:02	11/10/2012 18:07:40	30	B	00:01:38

01/02/2013 13:37

Santa Barbara County

Average Response Time by District/Incident Type

Alarm Date Between {10/01/2012} And {12/31/2012}

30 District 30

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
41 Sprinkler activation, no fire - unintentional					
2-0013902	12/07/2012 14:48:41	12/07/2012 14:54:28	30	C	00:05:47
Average Response Time for District/Incident Type					00:05:47
45 Alarm system activation, no fire - unintentional					
2-0011551	10/14/2012 18:54:35	10/14/2012 18:58:31	30	A	00:03:56
2-0011817	10/20/2012 13:25:59	10/20/2012 13:28:33	30	C	00:02:34
2-0013899	12/07/2012 13:14:52	12/07/2012 13:16:02	30	C	00:01:10
Average Response Time for District/Incident Type					00:02:33

Overall Average Response Time for District 00:04:12

Santa Barbara County

Average Response Time by District/Incident Type

Alarm Date Between {10/01/2012} And {12/31/2012}

30 District 30

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
321 EMS call, excluding vehicle accident with injury					
2-0013102	11/17/2012 08:02:13	11/17/2012 08:05:00	30	B	00:02:47
2-0013123	11/17/2012 16:53:10	11/17/2012 16:57:30	30	B	00:04:20
2-0013221	11/19/2012 19:43:10	11/19/2012 19:45:08	30	B	00:01:58
2-0013624	11/30/2012 21:16:23	11/30/2012 21:19:52	30	B	00:03:29
2-0013642	12/01/2012 04:25:10	12/01/2012 04:30:28	30	B	00:05:18
2-0013787	12/04/2012 15:44:14	12/04/2012 15:48:43	30	B	00:04:29
2-0013799	12/04/2012 19:20:49	12/04/2012 19:24:31	30	B	00:03:42
2-0013805	12/05/2012 01:20:20	12/05/2012 01:28:07	30	B	00:07:47
2-0014061	12/11/2012 16:42:15	12/11/2012 16:49:45	30	B	00:07:30
2-0014240	12/15/2012 20:31:02	12/15/2012 20:34:07	30	B	00:03:05
2-0014506	12/23/2012 03:16:16	12/23/2012 03:25:29	30	B	00:09:13
2-0014516	12/23/2012 09:22:31	12/23/2012 09:31:37	30	A	00:09:06
2-0014745	12/28/2012 23:59:26	12/29/2012 00:03:15	30	B	00:03:49
Average Response Time for District/Incident Type					00:04:21
324 Motor Vehicle Accident with no injuries					
2-0013208	11/19/2012 14:39:05	11/19/2012 14:42:11	30	B	00:03:06
Average Response Time for District/Incident Type					00:03:06
310 Person in distress, Other					
2-0012010	10/25/2012 13:54:31	10/25/2012 13:55:00	30	A	00:00:29
2-0014508	12/23/2012 05:47:22	12/23/2012 05:53:57	30	B	00:06:35
Average Response Time for District/Incident Type					00:03:32
351 Assist police or other governmental agency					
2-0013704	12/02/2012 09:37:26	12/02/2012 09:40:17	30	B	00:02:51
Average Response Time for District/Incident Type					00:02:51
3113 Smoke/Heat Detector Activated - Dispatched & cancel					
2-0012009	10/25/2012 13:46:34	10/25/2012 13:48:17	30	A	00:01:43
Average Response Time for District/Incident Type					00:01:43
3116 Vehicle Accident- Dispatched & canceled enroute					
2-0012817	11/10/2012 14:24:20	11/10/2012 14:27:00	30	B	00:02:40
Average Response Time for District/Incident Type					00:02:40
3117 Medical Call- Dispatched & canceled enroute					
2-0012616	11/06/2012 13:11:00	11/06/2012 13:18:12	31	B	00:07:12
2-0013621	11/30/2012 17:48:33	11/30/2012 17:50:00	30	B	00:01:27
Average Response Time for District/Incident Type					00:04:20
32 Extinguishing system activation due to malfunction					
2-0011177	10/06/2012 16:54:04	10/06/2012 17:05:00	30	B	00:10:56
Average Response Time for District/Incident Type					00:10:56
36 CO detector activation due to malfunction					
2-0010993	10/02/2012 16:53:46	10/02/2012 16:57:41	30	B	00:03:55
Average Response Time for District/Incident Type					00:03:55

Response time greater than 8 minutes / Solvang Oct-Dec 2012

Inc. #	Address	Incident Narrative
12-11177	420 Alisal Rd	10-6-2012 cancelled en route and then dispatched ten minutes later for a fire system malfunction.
12-12703	425 N. Alisal Rd.	11-8-2012 responded while not in quarters
12-14506	2533 Baseline Ave.	12-23-2012 time vs. distance, turnout time
12-14516	1855 Ringsted Dr.	12-23-2012 responded while not in quarters



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**CITY COUNCIL
STAFF REPORT/CONSENT CALENDAR**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Mary Ellen Rio, City Clerk

MEETING DATE: January 14, 2013

DATE PREPARED: January 7, 2013

**SUBJECT: RATIFICATION OF SOLVANG CONFERENCE AND VISITORS
BUREAU (SCVB) BOARD MEMBERS**

I. RECOMMENDATION:

Ratify new appointments of Jeff Paaske and David Rasmussen to the SCVB Board of Directors and renewal of term for Aaron Petersen.

II. DISCUSSION:

As stated in the SCVB bylaws, new Board Members voted in by the SCVB Board of Directors require ratification of the Solvang City Council. The terms of Aaron Petersen, Andrew Moore and Buster Huffman expired on December 31, 2012. The SCVB announced the new appointments of Jeff Paaske and David Rasmussen to two-year terms and also returning will be Aaron Petersen; these terms will expire December 31, 2014.

Listed below is the complete list of SCVB Board Members:

Linda Johansen	Term expiring 12/31/13
John Martino	Term expiring 12/31/13
Aaron Petersen	Term expiring 12/31/14
Jeff Paaske	Term expiring 12/31/14
David Rasmussen	Term expiring 12/31/14

III. ALTERNATIVES:

Council could deny ratification of the appointments.

IV. FICAL IMPACT:

None.

V. ATTACHMENT(S):

None.



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**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Mary Ellen Rio

MEETING DATE: January 14, 2013

DATE PREPARED: January 7, 2013

SUBJECT: APPOINTMENT TO THE PARKS & RECREATION
COMMISSION

I. RECOMMENDATION:

Consider the reappointment of Deborah Dalo to fill the vacancy on the Parks & Recreation Commission.

II. DISCUSSION:

Ms. Dalo has been out of town for the past couple of months and did not have access to internet service. She did not receive any of the notices inquiring if any of the previous Commissioners desired to renew their terms. Upon her return she was able to catch up on her correspondence and contacted the City expressing an interest in serving another two-year term. Fortunately we had only filled four of the five seats.

III. ALTERNATIVES:

Council could choose not to make an appointment at this time.

IV. FISCAL IMPACT:

Filling this vacancy will provide the Parks and Recreation Commission with a five person Board.

V. ATTACHMENTS:

None.



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**CITY COUNCIL
STAFF REPORT / CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Sandra Featherson, Administrative Services Director

MEETING DATE: January 14, 2013

DATE PREPARED: January 4, 2013

SUBJECT: Contract for New Financial System with Tyler Technologies, Inc.

I. RECOMMENDATION:

1. Award the contract for a new financial system and implementation services to Tyler Technologies and;
2. Authorize the City Manager to execute the contract, and other funding related documents as may be required, upon approval as to form by the City Attorney.

II. DISCUSSION:

The City currently uses a financial system purchased in 2002. As the City's finances have become more complex with additional funding sources and increasing reporting requirements, the City began to plan for a replacement system starting in FY 2008-09. With the recent addition to the staff of the Administrative Services Director, the City is ready to move forward with a replacement financial system. The City staff reviewed three options, Tyler Technologies (Tyler), Springbrook, and an upgrade to their current system, New World. After identifying system requirements, reviewing the options, and attending vendor demonstrations, the City staff are recommending Tyler Technologies, and their product, Incode. Below please find a summary of costs:

	Tyler Technologies, Inc.	Springbrook	New World - Upgrade
Year 1 - Implementation Costs	\$ 149,857	\$ 140,907	\$ 284,488
Year 2 - 5 Annual Costs	\$ 152,684	\$ 79,201	\$ 109,323
Total System Costs Over 5 Years	\$ 302,541	\$ 220,108	\$ 393,811

While Tyler is slightly more expensive than Springbrook, the Tyler system provides robust financial reporting allowing the City to meet complex reporting requirements, ensures data integrity, and is web based, with a user friendly interface and a network of support options provided by Tyler. Springbrook did not have the level of integration between the water and wastewater utilities and backflow device reporting modules as Tyler, nor did it have the flexibility in the Chart of Accounts. While the City currently has New World, the implementation costs were almost twice that of Tyler. Staff has consistently had concerns about continually poor customer service from New World. Additionally, they were non-responsive to our requests for additional information about their upgraded system.

The City staff plan to phase in implementation of the system with the following functions/modules of the system being implemented during the calendar year 2013:

- General Ledger
- Budget Preparation
- Bank Reconciliation
- Accounts Payable
- Accounts Receivable
- Cashiering
- Human Resources
- Payroll
- Purchasing
- Fixed Assets
- Project Accounting
- Utility Billing
- Business Certificates
- Building Permits

The selection of Tyler has many benefits:

- 1) Increased Customer Service - External customers will have the ability to view their utility accounts, including usage history, and make payments online. City of Solvang employees will have the ability to view their own

data related to their W-4 selections, print their own W-2 forms, view their training records and enter time for payroll.

- 2) **Reduced Operating Costs** - Tyler will host the system on their premises, also known as “in the cloud,” which will eliminate the need for the City to buy and maintain servers specifically to run the financial system. The City will maintain a subscription service with Tyler, and will never need to purchase “upgrades” or “enhancements.” Over the course of 5 years, this will save the City approximately \$15,000 in hardware related costs.
- 3) **Disaster Recovery** - All data will be stored and backed up at a Tyler owned, secure facility in Texas. This will allow the City to maintain financial operations in the event of a local disaster.
- 4) **Better Reporting** – Tyler’s comprehensive system of reports will enable the City to be more efficient in responses to data requests, as well as meet complex agency and government reporting requirements.

III. ALTERNATIVES:

The Council could choose not to authorize the contract with Tyler Technologies. This would result in the City continuing to use their current aging system, New World, with increasing support costs, lack of customer support due to use of an older version, and the inability to produce required reports. The Council could also choose one of the other options presented, either upgrading New World or choosing Springbrook.

IV. FISCAL IMPACT:

Funding for the finance system in the amount of \$169,750 has been included in the FY 2012/13 budget. First year implementation costs are expected to be approximately \$160,000. This number is an estimate based on certain elements of the implementation, including the software subscription, professional services by the Tyler staff, data conversion costs, and any potential customizations needed. In addition, the City will need to add an additional internet line to ensure a robust response time with the system, and as part of overall disaster/backup planning. A spreadsheet identifying implementation and ongoing costs is attached.

V. ATTACHMENTS:

- Estimated 5 Year Cost Proposal

**Tyler Incode - Hosted in Cloud
Estimated Implementation Costs & 5 Year Cost Projection**

Tyler Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Subscription for Modules	\$ 37,442	37,442	37,442	37,442	37,442	187,210
Professional Services	85,020					85,020
Estimated Travel Costs	22,000					22,000
Epson Receipt Printers (3)	3,150					3,150
Maintenance on Printers	729	729	729	729	729	3,645
Cash Drawers (3)	600					600
Mag Stripe Reader (3)	570					570
Tax (on Equipment)	346					346
Sub Total Tyler Costs	\$ 149,857	\$ 38,171	\$ 38,171	\$ 38,171	\$ 38,171	\$ 302,541

Additional Internet Costs for the City

Backup Internet Bandwidth (Comcast Premium) Setup (\$49)	\$ 49					\$ 49
Monthly Cost (\$77/mo for 36 months)	\$ 912	\$ 912	\$ 912	\$ 958	\$ 958	\$ 4,651
Sub Total City Costs	\$ 961	\$ 912	\$ 912	\$ 958	\$ 958	\$ 4,700

Total Implementation and 5 Year Costs \$ 150,818 \$ 39,083 \$ 39,083 \$ 39,129 \$ 39,129 \$ 307,241



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**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

FROM: Julie Glendinning, Acting Finance Director

MEETING DATE: January 14, 2013

DATE PREPARED: January 7, 2013

**SUBJECT: ADOPT RESOLUTION NO. 13-___, AUTHORIZING EXECUTION
OF 2012/2013 TRANSPORTATION DEVELOPMENT ACT CLAIM
FORM**

I. RECOMMENDATION:

Adopt Resolution No. 13-___, A Resolution of the City Council of the City of Solvang authorizing the City Manager to execute and file a claim with the Santa Barbara County Association of Governments for allocation of Transportation Development Act (TDA) funds for the fiscal year 2012/2013.

II. DISCUSSION:

The Council adopted Resolution 12-896 on May 29, 2012. Subsequently we learned that there has been an additional apportionment that we are eligible to claim. This Resolution will replace 12-888 with the corrected allocation for capital costs and the operation of the Santa Ynez Valley Transit system.

III. ALTERNATIVES:

City Council could choose not to approve the resolution.

IV. FISCAL IMPACT:

City of Solvang will claim \$431,369 of TDA funding for capital costs and the operation of the Santa Ynez Valley Transit system, which is an increase of \$14,454 over the prior claim.

V. ATTACHMENT:

Resolution

Revised Document A of the Transportation Development Act Claim Form

RESOLUTION No. 13 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLVANG
AUTHORIZING THE FILING OF A CLAIM AND/OR AMENDED CLAIM WITH
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS FOR
ALLOCATION OF
TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2012-13**

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code Section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund and the State Transit Assistance Fund, for use by eligible claimants for various transportation purposes; and

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations there under (21 Cal. Code of Regulations Sections 6600 et seq.) a prospective claimant wishing to receive an allocation from the Local Transportation Fund or the State Transit Assistance Fund shall file its claim with the Santa Barbara County Association of Governments; and

WHEREAS, the State has implemented a process for the allocation of funds from the State Transit Assistance Fund that annually requires submission of an amended claim with the Santa Barbara County Association of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is authorized to execute and file an appropriate claim and/or amended claim pursuant to the terms of the Transportation Development Act, as amended, and pursuant to applicable rules and regulations promulgated there under, together with all necessary supporting documents, with the Santa Barbara County Association of Governments for an allocation of TDA funds in F.Y. 2012-13.

BE IT FURTHER RESOLVED that the authorized claim include funding for regional transportation planning, pedestrian and bicycle facilities, and transit or paratransit purposes as indicated in the claim.

Resolution No. 13 -

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Santa Barbara County Association of Governments in conjunction with the filing of the claim.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Solvang on January 14, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Richardson, Mayor

ATTEST:

Mary Ellen Rio, City Clerk



Agenda Item _5h____
Pages __7_____

**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

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

MEETING DATE: January 14, 2013

DATE PREPARED: January 2, 2013

SUBJECT: Quarterly Status Report for Economic Development Strategic Plan (EDSP)

I. RECOMMENDATION:

Staff recommends that the City Council review and accept the quarterly status report for the EDSP.

II. BACKGROUND:

On June 11, 2012, the City Council approved the Economic Development Strategic Plan (EDSP) for the City of Solvang. The EDSP has a five-year implementation schedule for projects and procedural improvements to enhance and support the community's existing businesses, and to attract new businesses.

III. DISCUSSION:

Staff has prepared a quarterly status report on the projects and activities outlined in the EDSP.

IV. FISCAL IMPACT:

None.

V. ATTACHMENTS:

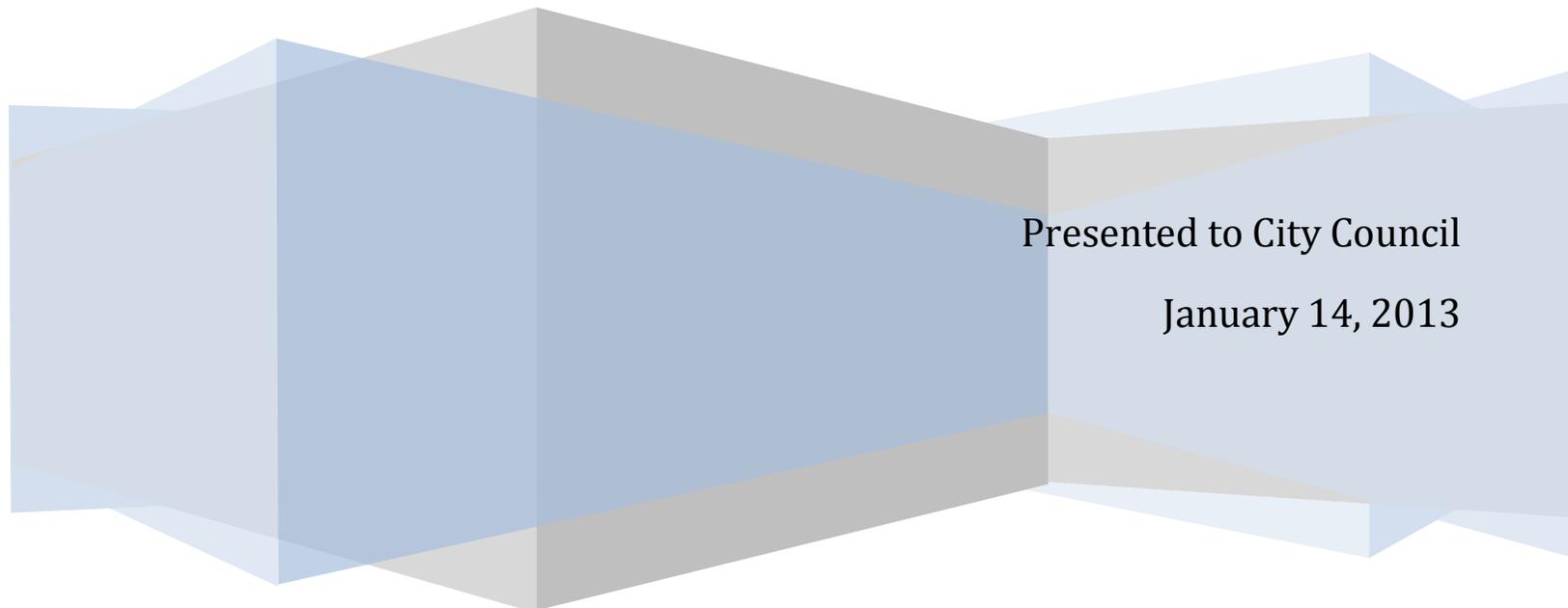
EDSP Quarterly Report

City of Solvang

Status Report: Economic Development Strategic Plan

Year One

2nd Quarter FY 2012/13



Presented to City Council

January 14, 2013

Background:

On June 11, 2012, the City Council approved the Economic Development Strategic Plan (EDSP) for the City of Solvang. The EDSP has a five-year implementation schedule for projects and procedural improvements to enhance and support the community's existing businesses, and to attract new businesses.

The EDSP has five initiatives which set forth the areas of focus.

Initiative #1: Strengthen & expand diversity and opportunity in Solvang's retail and service economy.

Initiative #2: Strengthen and expand Solvang's appeal to a broader cross section of visitors.

Initiative #3: Adopt more business-friendly policies and processes to encourage new investment and support business expansion.

Initiative #4: Promote and support business retention and expansion.

Initiative #5: Support the targeting and attraction of new business that complement Solvang's commercial character, leverage regional assets and/or serve local residents.

The initiatives are to be achieved by action items which were developed during the SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats).

This report describes the work performed on the Year 1 action items during the second quarter of FY 2012/13.

Status Report:

Initiative #1, Action No. 2: Permit greater flexibility in architectural design and other standards in the current Tourist Related Commercial District (TRC).

This action calls for updating the City's Design Guidelines. The goal of the update is to allow modern Danish architecture in the TRC while protecting design quality.

A sub-committee has been formed with Council Member Duus, Board of Architectural Review (BAR) members Melissa DeLeon and Ed Flynn, architect David Goldstien, and business owner Max Hanberg. The sub-committee meets monthly. When the sub-committee completes its review and recommendations, the recommendations will be reviewed by the Planning Commission, and then the City Council.

Status Report (Continued):

Initiative #1, Action No. 3.a: Improve adequacy of street lighting.

This item involves improving pedestrian lighting and crosswalk safety on Mission Drive. A three-year timeframe is identified for this project, as it will involve coordination with Caltrans and PG & E.

As identified in the Capital Improvement Program, the City will conduct a Traffic Circulation Study for the Mission Drive Corridor. This study will include review of street lighting and pedestrian safety in the Mission Drive Corridor. New traffic, pedestrian and bicycle counts were taken in December 2012. Public Works staff is still in the process of finalizing the scope of work for the Mission Drive Corridor Traffic Circulation Study. Staff anticipates award of a consultant contract in March and completion of the Study by October 2013.

Initiative #1, Action No. 3.b: Install directional signage at entries to Village.

During the SWOT analysis, the business group expressed the need for signage in the Village to direct visitors to retail facilities, especially those off Copenhagen Drive. This action calls for creation of a sub-committee to pursue this project. A sub-committee has been formed, and meetings will commence this quarter.

Initiative #1, Action No. 3.c: Provide temporary closure of Village block defined in Tivoli Square Plan

During the SWOT analysis, some members of the business group expressed interest in pursuing street closures on Copenhagen Drive from Alisal Road to First Street, and on First Street from Copenhagen Drive to Mission Drive. This concept was introduced in the Tivoli Square Plan, which proposed permanent closure of these streets. Street closures in retail areas have mixed success, and after discussion, the group proposed to conduct several temporary closures to assess the level of success. Work has not begun on this action; it is anticipated that the temporary closures would be desired in the late spring or summer. Staff will begin work in this action in 2013.

Initiative #2, Action No. 1: Pursue development of a conference center, possibly in the location of the existing Veterans' Memorial Hall.

A sub-committee has been formed for this action. Members include Mayor Richardson, Tracy Farhad of the Solvang Conference and Visitors Bureau, Mary Harris of the Santa Ynez Valley Hotel Association, Planning Commission Chair Aaron Petersen, Ken Harwood, and staff. The sub-committee has met twice, prepared a draft of a Request for Proposals for a feasibility analysis, and discussed scope and operation of a potential conference facility. The next step for the sub-committee is to tour facilities in the area to see options for multi-functional facilities.

Status Report (Continued):

Initiative #3, Action No. 1: Create a new “Business Packet” for new businesses.

Work is underway on this action. In the first quarter, staff completed a handout on the newly revised Sign Ordinance, which is provided to new business owners. In this quarter, staff completed a handout regarding change of use and commercial tenant improvements.

Initiative #3, Action No. 2: Provide applicants with clear and complete instructions for permit process.

Staff meets with applicants when projects are initially submitted to go over the review and approval process. Work is underway on a handout which will be included in the New Business packet.

Initiative #3, Action No. 3: Give counter staff ability to help applicants minimize multiple fee costs.

This is an ongoing practice; the service is currently provided. Staff meets with applicants prior to initial submittal of projects to advise of opportunities for phased work, particularly with BAR applications. This helps applicants plan for future work and minimize the number of reviews necessary for land use entitlements, which reduces fees and processing time.

Initiative #3, Action No. 5: Improve communication with business and real estate communities.

Council Member Duus and staff made a presentation to the Santa Ynez Valley Board of Realtors on December 4, 2012. The presentation addressed the Building and Planning process for tenant improvements. The presentation was well received and the Board expressed interest in future presentations to the group.

Initiative #3, Action No. 6: Explore the feasibility of hiring an “in house” plan checker.

Work has not commenced on this action item.

Initiative #4, Action No. 1: Establish Economic Development Partnership.

This item calls for expansion of the Economic Development Ad Hoc Committee to include Allan Hancock College, the Small Business Development Center, the Vintners Association, the Santa Ynez Valley Visitors Association, and the City of Buellton Chamber of Commerce. Staff will extend invitations to these groups for the next Economic Development group meeting.

Status Report (Continued):

Initiative #4, Action No. 2: Publish Economic & Demographic profile of Solvang.

The profile is now available on the City's website under the tab entitled "Doing Business."

Initiative #4, Action No. 3: Develop a dedicated Economic Development page on the City's website.

A three-year timeframe is identified for this project. To date, a "Doing Business" page has been added to the City's website. As handouts and other business assistance items are developed, staff will add these materials to the page.

Initiative #4, Action No. 4: Support the development and promotion of workshops and conferences for local businesses.

Staff has contacted the Chamber of Commerce and the Santa Ynez Valley Board of Realtors to advise that City staff is available to provide presentations regarding Building and Planning processes.

Initiative #4, Action No. 5: Provide a venue for delivery of technical services to small businesses.

This action involves locating meeting space for small business assistance programs such as SBDC consultants and SCORE mentors. Work has not yet commenced on this action.

Initiative #4, Action No. 7: Encourage commercial landlords and brokers to list details of available property on Economic Development website page.

Staff will also assess the interest level of the realtors in making this information available.

Initiative #4, Action No. 8: Consider updating or revising City's logo.

The Economic Development group discussed using a new logo for economic development documents and on the "Doing Business" page on the website. Staff will meet to consider options.

Status Report (Continued):

Initiative #5, Action No. 1: **Form a taskforce of stakeholders to clearly define and oversee the process.**

Initiative #5 focuses on new business attraction. This item calls for formation of a taskforce to clearly define the community's efforts and oversee the process. The taskforce would proceed with Actions 2 and 3 listed below.

Initiative #5, Action No. 2: **Retain the services of a tenant mix expert for retail, IT, medical, etc.**

Work has not yet commenced on this item.

Initiative #5, Action No. 3: **Develop a marketing plan.**

Work would commence on this item after the tenant mix/retail study is completed.



Agenda Item __5i_____
Pages __24_____

**CITY COUNCIL
STAFF REPORT/CONSENT AGENDA**

TO: SOLVANG CITY COUNCIL MEMBERS

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

MEETING DATE: January 14, 2013

DATE PREPARED: January 4, 2013

**SUBJECT: AWARD OF CONSULTANT CONTRACT – ENGINEERING
SERVICES FOR THE WATER FACILITIES ARC FLASH STUDY,
PW 035**

I. RECOMMENDATIONS:

1. Approve a Consultant Contract with Martin Technical in the amount of \$14,727.
2. Authorize execution of the Contract by the City Manager.

II. DISCUSSION:

The Water Facilities Arc Flash Study is an important safety project. An arc flash is an electrical arc (discharge) between 2 electrical conductors with an energy release that can be as small as a flash of light up to a major fireball explosion, and with sufficient electrical energy to cause substantial damage, fire or injury. According to research in the US, more than 2,000 times per year workers are admitted to medical facilities for treatment of injuries caused by arc flash. Over 70 % of incidents occur during or immediately after electrical maintenance.

The Occupational Safety and Health Administration (OSHA), and the National Electrical Safety Code (NEC) include standards and code sections identifying the need for arc flash potential analysis. OSHA states that employers "...shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees." OSHA Standard 29-CFR, Part 1910 specifically addresses Standards for Work Practices and references the National Fire Protection Association (NFPA) Standard 70E. NFPA Standard 70E - 2009 provides guidance on implementing appropriate work practices that are required to safeguard workers from injury while working on or near exposed electrical conductors or circuit parts that could become energized. NEC, ANSI C2-2007, Section 410.A.3 reads "Effective as of January 1, 2009, the employer shall ensure that an assessment is performed to determine potential exposure to an electric arc for employees who work on or near energized parts or equipment."

City staff does not possess the specialized engineering expertise required to complete the Water Facilities Arc Flash Study. It is therefore necessary to enter into a Consultant Contract to obtain the necessary services for successful completion of this project. (The second phase of this project will involve implementation of the recommendations of the Study.)

Public Works staff developed a Request for Proposal for engineering services for the Water Facilities Arc Flash Study, and solicited proposals from engineering firms possessing the necessary capabilities to perform the required services. On December 18, 2012 staff received five proposals. Staff from the Public Works Department reviewed and evaluated the proposals. The firm Martin Technical was selected and determined to be well qualified to provide the requested services. The final scope of work and fee were negotiated for an amount of \$14,727.

The proposed engineering services are required for successful completion of the Water Facilities Arc Flash Study. Therefore, staff recommends that the City Council approve a Consultant Contract with Martin Technical in the amount of \$14,727, and authorize execution of the Contract by the City Manager.

III. ALTERNATIVES:

The City Council could choose to cancel or postpone the Water Facilities Arc Flash Study and not award a Consultant Contract at this time. However, this could potentially result in a Cal-OSHA violation.

IV. FISCAL IMPACT:

Funding for the Water Facilities Arc Flash Study is approved in the City's Fiscal Year 2012-13 Budget in Account No. 41-5100-0854 in the amount of \$20,000.

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.

V. ATTACHMENTS:

Professional Services Agreement (Consultant Contract)

CITY OF SOLVANG

PROFESSIONAL SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between **Martin Technical, Inc.** (“Consultant”), an **electrical 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 professional **electrical engineering** services in accordance with the **fee schedule** 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 **\$14,727**, 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.

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 shall not apply to the liability caused by the active negligence or 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 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. 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. 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.

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

3.0 OBLIGATIONS OF CITY

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

4.0 TERMINATION OF AGREEMENT

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

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

- a. Sale of the business of any party;
- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of City.
- e. 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, 2017**, 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 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, submittal, and complete agency review of **the draft and final engineering documents by the City of Solvang will be completed on or before June 30, 2013. 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.

(c) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

6.0 MISCELLANEOUS

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

PARTY	ADDRESS
TO CITY OF SOLVANG:	City of Solvang 1644 Oak Street Solvang, CA 93463 Attention: City Clerk
	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.

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

Martin Technical, Inc. (Consultant):

Date: _____

By: _____
President

City of Solvang:

Date: _____

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney:

HANLEY & FLEISHMAN, LLP

Date: _____

By: _____
Roy Hanley
City Attorney

EXHIBIT A

TASKS TO BE PERFORMED,

FEE SCHEDULE

&

PROJECT SCHEDULE

EXHIBIT "A"



Arc Flash Analysis, Labeling & Report Proposal

For
**City of Solvang
Solvang, CA
4/20/12**

Updated 12/17/12

Arc Flash Analysis, Labeling & Reporting

OBJECTIVES

- Determine if the potential for a hazardous arc-flash exists in equipment that employees work on or near while the equipment is exposed and energized.
- Identify opportunities to reduce the hazard risk for as many of the potential arc flash hazards identified in the analysis as possible.
- Determine the minimum safe working distance (arc flash boundary) from the equipment where an arc-flash hazard exists.
- Determine the appropriate PPE (Personal Protection Equipment) required to avoid a permanent injury from an arc flash.
- Implement arc flash and electrical shock warning labels on energized equipment.
- Inform management and workers of the results.
- Provide arc flash hazard and electrical safety training to those who need it.

CODES & STANDARDS

The Martin Technical arc flash analysis program is based on meeting or exceeding the following codes and standards that regulate arc flash analysis:

- OSHA 29-CFR 1910.333, 1910.335 (a) (1)(i), 1910.132(d)(1)) and 1910.335(b)(1)
- NFPA 70E 130.5, 130.7(C) (16)
- NEC 110.16, 110.22,
- IEEE 1584
- ANSI Z535.4

SCOPE of WORK

The equipment to be analyzed includes all the electrical equipment that could create a hazardous arc-flash (arc-blast). The evaluation will include the collection of pertinent electrical data, a detailed arc-flash hazard analysis, a report describing the findings, corrective action recommendations, and arc-flash warning labels for each piece of equipment analyzed. The objective will be to determine which equipment has the capability of creating a hazardous arc-flash – “an arc-flash capable of delivering at least “incident energy” of 1.2 cal/cm² to the skin at 18 inches or greater” per IEEE 1584.

The inherent characteristics of some equipment preclude the creation of a downstream hazardous arc-flash, such as most electronic drives and equipment fed from small transformers (smaller than 125kVA at 240V or less). Not included in the scope of this Arc-Flash Hazard Analysis are equipment judged not to have the capability of creating a hazardous arc-flash; including equipment:

- fed at 240 volts / 3 phase from a single transformers smaller than 125 kVA
- fed at 120 volts / 1 phase and 277 volts / 1 phase

ARC FLASH ANALYSIS WORK PROCESS

PHASE I - DATA COLLECTION

The first phase of any arc-flash hazard analysis is the collection of field data necessary to calculate potential incident energy at power distribution equipment. Phase I is the labor intensive phase of the arc-flash hazard study, typically taking at least half of the total effort required to complete the analysis. Data is collected on-site by qualified persons (as defined by OSHA and NFPA 70E) in appropriate PPE; preferably assisted by a qualified facility employee or someone knowledgeable of the plant electrical equipment and facility layout.

Data collected for the analysis includes transformer nameplates, conductor sizes/number per phase/lengths, motors larger than 50HP, circuit breaker catalog numbers and settings, fuse catalog numbers, and on-site generator nameplates. Generally all the data can be collected without disturbing facility operations. Proper labeling of each disconnect as to its purpose (in accordance with NEC® 110.22), is required in order to complete an accurate analysis.

Note:

- If the facility has overhead plug-in buss ducts, the facility will be expected to provide a man-lift and operator to assist in the data collection.
- A data collector may refuse to open any energized cabinet that appears unsafe due to extreme age, damage, corrosion or other unsafe conditions. In these circumstances, the facility management will be requested to de-energize the equipment as the only safe means of collecting the data.
- The data collector will notify facility management of any abnormalities of the electrical system noticed during the arc flash data collection.

Generally as part of Phase I the electric utility will be contacted to determine the short circuit current available at the facility's metering point, which is the starting point of all Arc-Flash Hazard Analysis Studies.

PHASE II – POWER SYSTEM ONE-LINE DIAGRAM DEVELOPMENT

Using the information from the Data Collection in Phase I, a power system one-line diagram is developed. Electrical elements and components are shown by standard industry accepted symbols representing each of the three phases and the connection of the power system with one line. The diagram represents the actual facility power distribution system and path from the incoming power source to all loads and equipment. *The equipment provided on one-line drawings is limited to equipment in the arc flash analysis and does not include panels outside the scope of the arc flash analysis unless otherwise noted in the deliverables.*

PHASE III - ENGINEERING CALCULATIONS AND HAZARD ANALYSIS

Phase III is a multi-faceted phase beginning with the input of the data from single-line diagrams from Phase II and the data collected during Phase I in order to complete an Arc Flash Analysis to IEEE 1584 and NFPA 70E standards. This phase is completed and / or reviewed by a licensed professional engineer knowledgeable in the use of electrical engineering software and Arc-Flash Hazard. PTW software program developed by SKM Systems Analysis, Inc. or EasyPower software is used to determine the following:

1. Short Circuit Study
 - a. Ensure all equipment is properly rated to withstand a short circuit current
 - b. Determination of system operating modes and conditions that can impact short circuit currents and arc flash hazard energy level
 - c. Determine bolted fault current
 - d. Calculate arc fault current

2. Device Interrupt Rating and Evaluation Study
 - a. Determine if protective devices have adequate interrupting capacity for the available short circuit current
 - b. Compare calculated values to the device and equipment interrupting rating
 - c. Verify that the equipment is rated to safely handle short circuit currents without creating hazardous conditions

3. Protective Device Coordination Study
 - a. Determine "Total Clearing Time" at fault currents
 - b. Determine probable sequence of which device will open during a fault
 - c. Find protective device characteristics and arc duration
 - d. Ensure electrical system reliability and determine if arc flash hazard energy levels can be reduced

4. Arc Flash Hazard Analysis
 - a. Calculate Incident Energy
 - b. Calculate Flash Hazard Boundaries
 - c. Determine Hazard / Risk Category
 - d. Specify PPE Requirements

5. Recommended Solutions to Problems and Identify Opportunities
 - a. Inadequate Interrupting Ratings
 - b. Improper Coordination Problems
 - c. Potentially Dangerous Arc Flash Energy
 - d. Opportunities to reduce Hazard / Risk category level and level of PPE required.

6. Written Analysis Report

A written report detailing and documenting the results from the data collection and engineering studies completed.

PHASE IV - REPORT PRESENTATION

Phase IV includes delivery of the report and a brief presentation of the results of the five engineering studies completed including Arc-Flash Hazard Analysis and recommended solutions for improving the electrical distribution system. As part of this presentation the presenter will welcome questions and encourage a discussion of the results and report.

This report is accompanied by program specific single-line diagrams developed during modeling of the system.

The report will be provided on a CD accompanied by the updated one-line drawings in .dxf format.

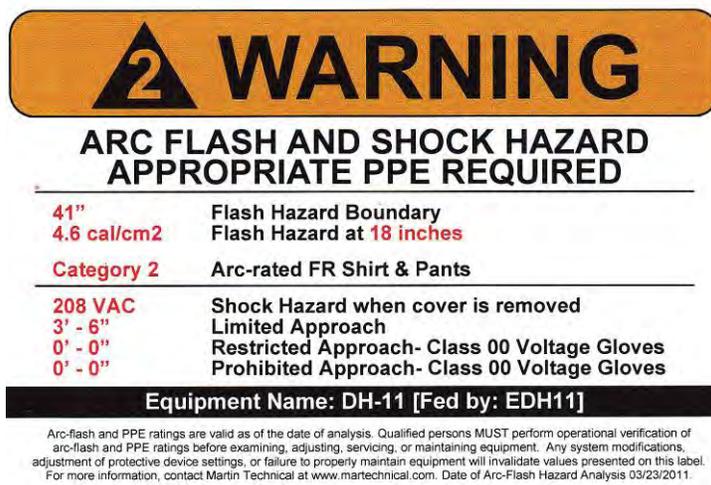
PHASE V - LABELING

NEC[®] 110.16 and NFPA 70E 130.5 (C) requirements include placing an arc flash warning label on the equipment. Martin Technical labeling exceeds the requirements and standards of NFPA 70E equipment labeling requirements by including additional information that helps meet other areas of NEC and NFPA 70E requirements on equipment labeling. Martin Technical labels consist of the following information:

- Name / Number of the Equipment
- Name of the Feed Equipment
- Incident energy
- Arc Flash Boundary
- Arc Flash Hazard Category
- Available Short Circuit Current
- Nominal System Voltage
- Shock Hazard Boundaries
- Glove Class for Shock Hazard
- Date of the Analysis

The labels proposed will be high quality Brady labels, color coded to assist the workers in determining the arc-flash Hazard/Risk Category. Proposed colors based on ANSI Z535.4 are:

- Orange for H/R Category 0 to 4
- Red “Danger” for H/R above Category 4.



Sample Arc Flash & Shock Hazard Label – Design subject to change

PHASE VI – POST ANALYSIS SUPPORT

After your arc flash analysis is completed and labels applied, Martin Technical will continue to support your arc flash program with the following services:

- Updates on changes to electrical codes and standards
- A best-practices program for tracking changes to your electrical system for future arc flash and labeling updates.

CLARIFICATIONS:

1. For the short circuit duties and protective device ratings evaluation, only the system operating method that results in maximum fault conditions will be considered.
2. Martin Technical assumes that nameplate information exists on all equipment and that information can be gathered in this manner.

SERVICES NOT INCLUDED:

We exclude the following related to all of the studies identified above:

1. Field service for start-up, testing, training or performing the actual protective device settings and adjustments for conformance with the results of the proposed study.
2. Certification that the protective devices have been adjusted and set in accordance with the study.
3. Study or analysis software.
4. Testing, calibrating, adjusting and setting of electrical equipment and/or over-current protective devices.
5. Electrical construction or electrical fieldwork of any kind.
6. Engineering design and system modifications to determine alternate approaches to effectively protect any under-rated equipment or any corrective modification that may be required.

DELIVERABLES

The following are the deliverables upon completion of the Arc Flash Analysis:

- Updated One-Line Electrical Drawings supplied in hard copy & dxf. Format (equipment subject to arc flash analysis only)
- One hard copy and one electronic copy of an Arc Flash Report Containing:
 - Arc Flash & Electrical Hazard Analysis
 - Short Circuit Analysis
 - Coordination Analysis
 - Recommendations and Corrective Actions Report
- 1 Set of Arc Flash Labels
- Arc Flash Label Application
- Help with OSHA compliance
- Continuous Updates on Arc Flash & Electrical Safety Code Changes
- Tracking Program for Changes & Updates to your Electrical System

* Draft Report will be submitted for City review and comments. City comments will be incorporated in final Report.

Pricing & Terms

ARC FLASH ANALYSIS \$ 10,947

Pricing includes all travel, expenses, report preparation.

PROJECT SCOPE: Arc flash analysis based on 4 wells and 2 large booster pumping stations in the City of Solvang

PAYMENT TERMS: 35% due Net 30 upon Completion of Phase I (data collection)
65% due Net 30 upon Completion of project

QUOTE TERMS: This quote is good for 120 days.

ARC FLASH & ELECTRICAL SAFETY TRAINING

1 Day Training \$ 3,600 + \$30 per person (Assume 6 City staff)

Pricing includes all travel, expenses and materials. Training is best done at the conclusion of the arc flash analysis report so that training can be tailored to the outcomes of the report.

Company Profile Information:

Billing Address:	Federal Tax ID / EIN#	84-1380126
Martin Technical	DUNS #	01-403-1051
6986 Orchard Court	Incorporation	State of Colorado # 19971040479
Arvada, CO 80007		Corporation
Tel: 866-234-6890	Small Business	Yes
Fax: 303-552-9909	Disadvantaged Business	No

For a W-9 form, please email Accounting@MarTechnical.com

Insurance Coverage

We carry the following insurance policies:

- General Liability - \$2 Million per occurrence / \$4 Million aggregate policy
- Professional Liability - \$1 Million policy

In addition, any outside engineers used on projects are required to have their own individual professional liability and general liability insurance.

Schedule

Final report will be submitted to the City within 4 months of Notice to Proceed.

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.



Agenda Item __6_____
Pages __7_____

CITY COUNCIL STAFF REPORT

TO: SOLVANG CITY COUNCIL MEMBERS

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

MEETING DATE: January 14, 2013

DATE PREPARED: December 3, 2012

**SUBJECT: MISSION DRIVE CORRIDOR TRAFFIC CIRCULATION STUDY -
PROJECT OBJECTIVES**

I. RECOMMENDATION:

Discuss and provide direction on project objectives of the Mission Drive Corridor Traffic Circulation Study.

II. DISCUSSION:

At its February 27, 2012 Regular Meeting, the Solvang City Council directed staff to conduct a comprehensive study of traffic circulation issues along the Mission Drive corridor through the City Limits of Solvang. Based on that, staff therefore included the Mission Drive Corridor Traffic Circulation Study in the Fiscal Year 2012-13 Budget. After receiving City Council input, staff intends to return with a recommendation for awarding a professional services contract.

At its October 8, 2012 Regular Meeting, staff presented to City Council the draft project scope of work. The City Council directed staff to discuss the proposed study with Caltrans, obtain their initial input, and return with clear project objectives. Staff has had recent conversation regarding the project with Caltrans District 5 Transportation Planning Manager, and Traffic Operations Manager. Outlined below are the primary objectives of the Mission Drive Corridor Traffic Circulation Study:

Primary Project Objectives:

1. Collect current traffic, collision, parking, bicycle, and pedestrian data;
2. Develop a traffic model for use in evaluating appropriate improvement measures;

3. Identify potential opportunities to reduce collision potential;
4. Evaluate the traffic signal timing along the corridor for existing conditions and General Plan build-out;
5. Conduct a community workshop to identify needs, and discuss issues;
6. Evaluate the overall corridor operation (including seasonal traffic volumes, and time of day/day of week variations), and develop options to improve mobility and accessibility;
7. Evaluate the adequacy of the existing street lighting along Mission Drive through the village area;
8. Incorporate the “complete streets” concept by evaluating pedestrian, bicycle and transit needs along Mission Drive; (Caltrans defines a Complete Street as a transportation facility that is planned, designed, operated, and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers, and motorists, appropriate to the function and context of the facility.)
9. Evaluate the opportunity to create community spaces along Mission Drive; and
10. Develop a list of potential corridor improvements, prioritize implementation of projects, and develop corridor improvement program.

Because Mission Drive is a state highway, input from Caltrans will be sought throughout the study process. Staff is requesting that the City Council review the identified project objectives and provide us with additional or revised objectives, if any. After receiving City Council input, staff intends to return with a recommendation for awarding a professional services contract.

Section 3.0 Circulation Plan (of the adopted 2008 General Plan Circulation Element) is included as Attachment A for your reference. The Circulation Plan includes a listing of proposed circulation projects. Two exhibits from the adopted General Plan Circulation Element are also included as Attachment B for your reference.

III. ALTERNATIVES:

If the City Council is comfortable with the project objectives identified above, they may direct the staff to proceed as indicated.

IV. FISCAL IMPACT:

There is no direct fiscal impact to the City Council providing staff with additional or amended objectives for the Mission Drive Corridor Traffic Circulation Study. However, increasing the number of project objectives, will increase the scope of work and cost to complete the project.

V. ATTACHMENTS:

- A. General Plan Circulation Element, Section 3.0 Circulation Plan
- B. Exhibits A-1, and A-6 from the adopted General Plan Circulation Element



3.0 THE CIRCULATION PLAN

The circulation plan proposed for Solvang has been developed to provide adequate capacity to accommodate the travel demands of the Land Use and Housing Elements as well as to preserve the quality of life in Solvang. The plan is based on the issues, goals, and action items identified in the previous section.

MAJOR PLAN PROPOSALS

Primary Circulation System

The major focus of the plan is on relieving congestion along Mission Drive through the Village area, with the ultimate goal of providing additional east-west connections as an alternative to Mission Drive. The major plan proposals are reflected on Exhibit 4 and include the following:

- Extend Maple Avenue east to Pine Street. (Goal 1, Policy 1.2, Action Item C)
 - Install a dual westbound left turn lane at the intersection of Alisal Road and Mission Drive. (Goal 1, Policy 1.1, Action Item H)
 - Install a signal at the intersection of Pine Street and Mission Drive. (Goal 1, Policy 1.1, Action Item H)
 - Install a signal at the intersection of Skytt Mesa Drive and Mission Drive. (Goal 1, Policy 1.1, Action Item H)
 - Extend Fjord Drive from Alisal Road west along the Santa Ynez River, then north to a junction with Mission Drive (SR 246). (Goal 1, Policy 1.2, Action Item C)
 - Construct a regional bypass by extending Santa Rosa Road, from Highway 101 to SR 154, along the south side of the Santa Ynez River. This project is beyond the City of Solvang's sole ability to implement. The City proposes to work cooperatively with adjacent jurisdictions, the County, Caltrans, and SBCAG. (Goal 1, Policy 1.1, Action Item H)
 - Install signalized pedestrian crossings along Mission Drive. (Goal 3, Policy 3.2, Action Item D)
 - Investigate opportunities for staggering school start/finish times for the Santa Ynez Valley Union High School. (Goal 1, Policy 1.1, Action Item F)
 - Enforce speed limits throughout the City, particularly streets which parallel Mission Drive. (Goal 1, Policy 1.2, Action Item A)
 - Investigate potential intersection improvements at Alamo Pintado Road and Old Mission Drive. (Goal 1, Policy 1.1, Action Item H)
- Investigate potential intersection improvements at Alamo Pintado Road and Mission Drive, in conjunction with the possible widening of the Alamo Pintado Creek bridge. (Goal 1, Policy 1.1, Action Item H)

Public Transportation

The City will continue to support improved transit services for the elderly and disabled persons. The City will also support improvement and expansion of the existing transit system as demand increases. A shuttle service may be implemented if/when remote parking facilities are provided outside the Village area.

Based on the 2006 North Santa Barbara County Transit Plan prepared by SBCAG, the following Short-Term Service Improvements will begin in Fiscal Year 2007/08:

- The City of Lompoc Transit (COLT), in collaboration with SYVT, will provide three peak-hour road trip extensions between Buellton/Solvang and Lompoc. The extended service will add potential connections to the SYVT and provide Solvang and Buellton residents with direct transit service to Lompoc, VAFB, and Santa Maria. (Goal 2, Policy 2.1, Action Item A)
- The Transit Plan also recommended that SYVT consider adding an earlier morning trip on one route on weekdays in order to provide a timed connection to the Valley Express morning peak runs. (Goal 2, Policy 2.1, Action Item A)

The second phase of the Short-Term Improvements, beginning in Fiscal Year 2010/2011 includes:

- Adding a second bus to the morning trip that connects with Valley Express. (Goal 2, Policy 2.1, Action Item A)

Bicycle and Equestrian Trails

The City shall continue to encourage bicycle use by expanding the network of bicycle trails and lanes. Specific measures proposed include the following:

- Consider the opportunity to incorporate bicycle routes or trails into the design of new or expanded roadways. (Goal 3, Policy 3.1, Action Item B)
- Incorporate an east-west bike route through the Valley with connections to the Village area as part of the construction of a regional bypass. (Goal 3, Policy 3.1, Action Item B)
- Construct two miles of Class II bike lane on Alisal Road from the Santa Ynez River Bridge south to the entrance to the Alisal Ranch. (Goal 3, Policy 3.1, Action Item A)
- Construct a Class I bike path/Class II bike lane on the south side of SR 246 from Nyborg to the eastern City limit. (Goal 3, Policy 3.1, Action Item A)
- Extend the Class II bike lane from Alamo Pintado Road to the Alamo Pintado Creek bridge. (Goal 3, Policy 3.1, Action Item A)

Pedestrian Access

The City will increase pedestrian accessibility by implementing the following items:

- Installation of sidewalks and wheelchair ramps along new and existing roadways where feasible. (Goal 3, Policy 3.2, Action Items B and C)
- Consideration of installing signalized pedestrian crossings in the Village area where heavy pedestrian activity occurs. (Goal 3, Policy 3.2, Action Item D)

Parking

The parking plan has been developed to provide a supply of parking adequate to meet the parking demands generated by the buildout of the Land Use and Housing Elements. The parking plan includes the following:



- Develop a Parking Management Plan. (Goal 4, Policy 4.2, Action Item A)
- Study retaining free on-street parking, including diagonal parking in the Village area, as part of developing the Parking Management Plan. (Goal 4, Policy 4.2, Action Item A)
- Increase requirements for off-street parking in tourist and retail commercial areas to 4.0 spaces per thousand square feet of gross floor area and encourage private developers to consolidate parking in public parking facilities through the payment of in-lieu parking fees or through the establishment of a new parking district. (Goal 4, Policy 4.1, Action Item A-D)
- Pursue construction of public parking structures on existing municipal lots in the Village area at the appropriate time as indicated by the Parking Management Plan. (Goal 4, Policy 4.1, Action Item B-D)
- Identify sites for additional parking facilities in the Village. At a minimum, it is recommended that two additional sites be located south of Mission Drive and one north of Mission Drive. Potential sites could include Oak Street and 2nd Street and Alisal Road near Maple Avenue. (Goal 4, Policy 4.2, Action Item A)

Identify sites for remote parking facilities, with particular attention given to neighborhood protection policies contained in the Land Use and Conservation elements of the General Plan. (Goal 4, Policy 4.2, Action Item A)



Agenda Item 7
Pages 2

**CITY COUNCIL
STAFF REPORT**

TO: SOLVANG CITY COUNCIL MEMBERS

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

MEETING DATE: January 14, 2013

DATE PREPARED: January 2, 2013

SUBJECT: Review of City's Recreational Vehicle Parking Ordinance

I. RECOMMENDATION:

Provide direction to staff regarding potential amendment of the Municipal Code as it relates to parking of recreational vehicles.

II. BACKGROUND:

At the December 10, 2012 City Council meeting, several members of the public spoke regarding the City's recreational vehicle parking ordinance and screening requirements. After hearing the speakers' comments, Council Member Duus requested review of this ordinance section.

III. DISCUSSION:

Section 11-12-10: Use of Trailers and Recreational Vehicles reads as follows. The standard for screening and placement of recreational vehicles is highlighted below.

“F. Parking And Storage Of Trailers And Recreational Vehicles In Residential Zones: It is unlawful to store or park a trailer or a recreational vehicle except on a parking space allowed under section [11-11-4](#) of this title, when the trailer **or recreational vehicle is screened from**

view from abutting streets by a six foot (6') high fence. No such storage shall be located in the front yard setback.

1. It is unlawful to park or store recreational vehicles, boats, boat trailers, accessory trailers, stock trailers, farm, construction, industrial equipment or any similar article, vehicle or device on residential lots.

2. Notwithstanding the above, long term parking or storage of licensed vehicles as mentioned above is allowed in the side and rear yard setback providing they shall not be located so as to impede safe entry to or exit from any residential structure and are screened from view by other lots and the public right of way with a six foot (6') solid fence. They are prohibited from being parked in the front yard twenty foot (20') setback.

3. It is unlawful to store junked or derelict, or inoperable recreational vehicles, vehicles, or boats. The use of recreational vehicles for the purposes of living or sleeping is unlawful. (Ord. 04-235, 4-12-2004)”

Staff has reviewed ordinances from other cities, and found a variety of regulations to address storage of recreational vehicles. Methods include:

- Permit systems;
- Limitation on size of vehicles which may be stored on residential properties;
- Requirement of a designated area outside the driveway;
- Separate screening requirements for vehicles over six (6) feet in height;
- Flexible screening requirements allowing a combination of fencing, walls, and/or screening landscaping; and
- Prohibition of storage of recreational vehicles on residential properties.

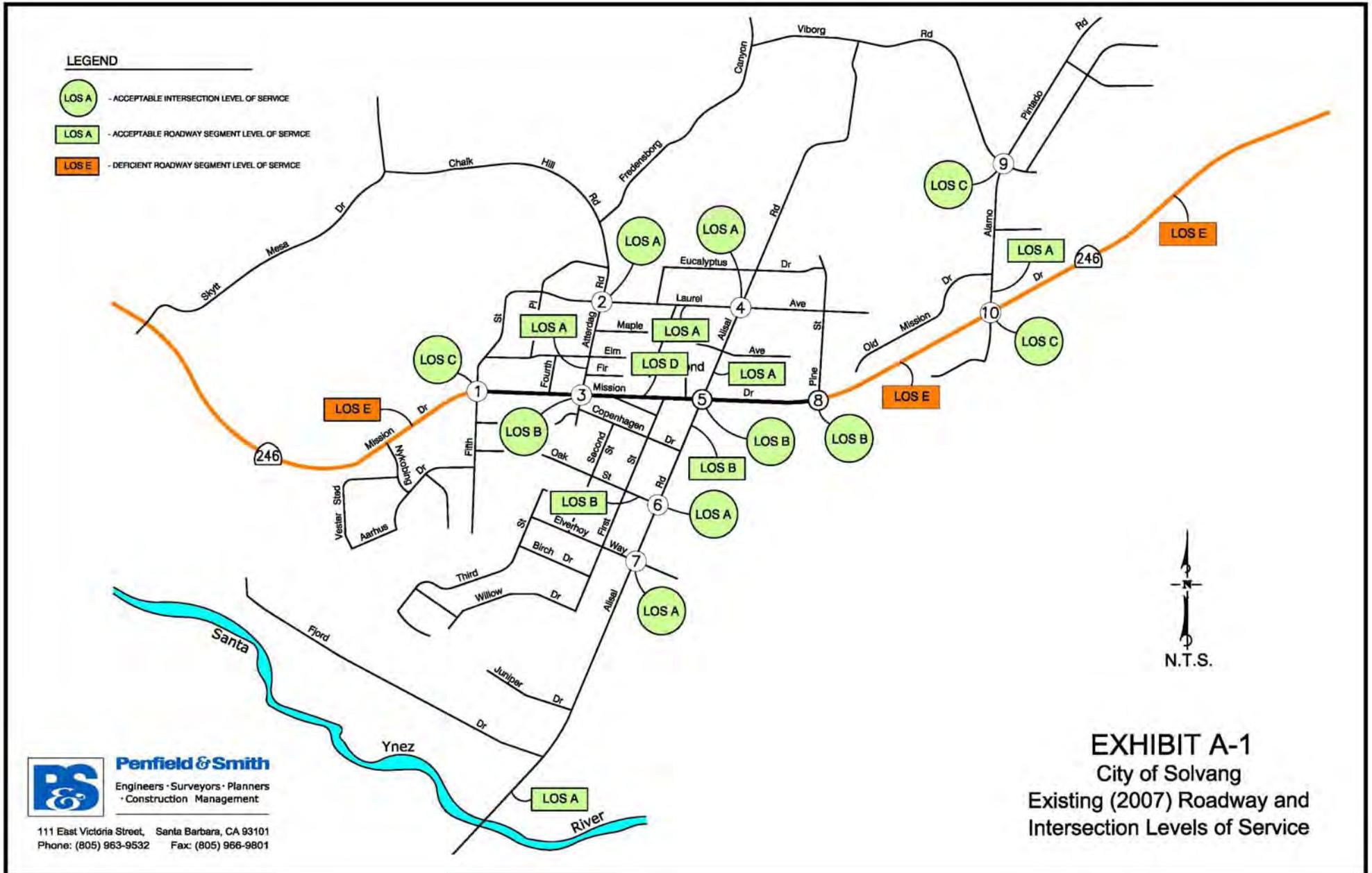
If Council determines that amendment of the Municipal Code as it relates to storage of recreational vehicles is appropriate, Council may initiate an amendment to the Code.

IV. FISCAL IMPACT:

None.

V. ATTACHMENTS:

None.





ADVANCE CALENDAR ITEMS

Below is an Advance Calendar of anticipated agenda items. The dates are tentative but will give you an overview of items to come.

Tentative Meeting Date	Item
January	CDBG Accessibility Improvements Notice of Completion (28 th) CAFR presentation (1/28 th) Bill Hearing Night (1/28 th) Appointment of 2 Planning Commissioners Karin Gert Nielsen, President, Atlantic Link update on all PR activities in Denmark 2/11 Horizon Consumer Science presentation of Solvang's Year-Long Visitor Intercept Study Results (1/28 th)

Future Unscheduled Items:

Tobacco Retail Licensing Ordinance (Feb)
Local Contractor Preference
Water EIR - Workshop
Non-Profit policy and grant application
Phase 3 Skytt Mesa (Map & Land Development Agreement)
Feb.25
Fee Schedule for remaining fees
Z2012 (%) to be used for Promotion & Marketing
Ordinance for Stormwater Permit Requirements
Revisit RV parking regulations after review