



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of June 26, 2014 – 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

Materials related to an item on this agenda, as well as materials submitted to the City Council after distribution of the agenda packet, are available for public inspection in the Office of the City Clerk, located at 107 West Highway 246, during normal business hours.

CALL TO ORDER

Vice Mayor Leo Elovitz

PLEDGE OF ALLEGIANCE

Council Member Holly Sierra

ROLL CALL

Council Members Ed Andrisek, Judith Dale, Holly Sierra, Vice Mayor Leo Elovitz, and Mayor John Connolly

REORDERING OF AGENDA

PUBLIC COMMENTS

Speaker Slip to be completed and turned in to the City Clerk prior to commencement of meeting. Any person may address the Council on any subject pertaining to City business, including all items on the agenda not listed as a Public Hearing, including the Consent Agenda and Closed Session. Limited to three (3) minutes per speaker. By law, no action may be taken at this meeting on matters raised during Public Comments not included on this agenda.

CONSENT CALENDAR

(ACTION)

The following items are considered routine and non-controversial and are scheduled for consideration as a group. Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion. Members of the Public may speak on Consent Agenda items during the Public Comment period.

- 1. Minutes of June 12, 2014 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
- 3. Revenue and Expenditure Reports through May 31, 2014**
❖ (Staff Contact: Finance Director Carolyn Galloway-Cooper)

PRESENTATIONS

4. Recognition of Santa Ynez Valley News Reporter Julian Ramos

PUBLIC HEARINGS

COUNCIL MEMBER COMMENTS

COUNCIL ITEMS

WRITTEN COMMUNICATIONS

COMMITTEE REPORTS

BUSINESS ITEMS

(POSSIBLE ACTION)

5. Award of Contract for Architectural Design Services

❖ *(Staff Contact: Contract City Planner Irma Tucker)*

CITY MANAGER'S REPORT

ADJOURNMENT

The next meeting of the City Council will be held on Thursday, July 10, 2014 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of June 12, 2014

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor John Connolly called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Vice Mayor Leo Elovitz led the Pledge of Allegiance

ROLL CALL

Present: Council Members Ed Andrisek, Judith Dale, Holly Sierra, Vice Mayor Leo Elovitz, and Mayor John Connolly

Staff: City Manager Marc Bierdzinski, City Attorney Ralph Hanson, Finance Director Carolyn Galloway-Cooper, Public Works Director Rose Hess, and City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Mike Hendrick, General Manager of the Santa Ynez Valley Marriott, requested that meetings be televised.

Several residents requested that utility lines be undergrounded at the Village Specific Plan and also spoke about resident density. Speakers included: Gayle Mercado, Katherine Shaw, Jose Guerrero, Dawn Wafer, Willie Jones, Randall Lamb, and Larry Rankin.

Tim Onnen, Buellton, discussed the Zaca Creek Golf Course lease and the First Tee Program.

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau, thanked City staff for hanging the new summer season welcome banners.

CONSENT CALENDAR

1. **Minutes of May 22, 2014 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
3. **Resolution No. 14-12 – “A Resolution of the City Council of the City of Buellton, California, Acknowledging the Receipt of and Ordering the Filing of the Annual Statement of Investment Policy for Fiscal Year 2014-15 with the City Council”**
4. **Resolution No. 14-13 – “A Resolution of the City Council of the City of Buellton, California, Establishing an Appropriation Limit for Fiscal Year 2014-15 Pursuant to Article XIII-B of the California Constitution”**
5. **Resolutions Pertaining to General Municipal Election to be Held November 4, 2014**
 - A. **Resolution No. 14-14 – “A Resolution of the City Council of the City of Buellton, California, Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 4, 2014 for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities”**
 - B. **Resolution No. 14-15 – “A Resolution of the City Council of the City of Buellton, California, Requesting the Board of Supervisors of the County of Santa Barbara to Consolidate a General Municipal Election to be Held on Tuesday, November 4, 2014 with the General Election Pursuant to Section 10403 of the Elections Code”**
 - C. **Resolution No. 14-16 – “A Resolution of the City Council of the City of Buellton, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate’s Statements, Materials Submitted to the Electorate, and the Cost Thereof, Submitted to the Voters at an Election to be Held on Tuesday, November 4, 2014”**
 - D. **Resolution No. 14-17 – “A Resolution of the City Council of the City of Buellton, California, Providing for the Filing of Rebuttal Arguments for City Measures Submitted at Municipal Elections”**
6. **Biennial Review of Conflict of Interest Code**
7. **Resolution No. 14-11 – “A Resolution of the City Council of the City of Buellton, California, Adopting the 2013 Santa Barbara Countywide Integrated Regional Water Management (IRWM) Plan”**
8. **Memorandum of Understanding with the City of Solvang - Cooperation in the Area of Recreation**

MOTION:

Motion by Council Member Dale, seconded by Vice Mayor Elovitz, approving Consent Calendar items 1-8 as listed.

VOTE:

Motion passed by a roll call vote of 5-0, with Council Members Andrisek, Connolly, Dale, Elovitz, and Sierra voting yes.

PRESENTATIONS

None

PUBLIC HEARINGS

9. **Resolution No. 14-09 – “A Resolution of the City Council of the City of Buellton, California, Regarding the Commitments and Publishing the Report Required by Central Coast Water Authority Resolution Nos. 92-02 and 92-11”**

RECOMMENDATION:

That the City Council consider the approval and adoption of Resolution No. 14-09.

STAFF REPORT:

Public Works Director Hess presented the staff report.

DOCUMENTS:

Staff Report with attachment (Resolution No. 14-09)

DISCUSSION:

Mayor Connolly opened the Public Hearing at 6:34 p.m. There being no public comment, Mayor Connolly closed the Public Hearing at 6:35 p.m.

MOTION:

Motion by Council Member Andrisek, seconded by Vice Mayor Elovitz, approving and adopting Resolution No. 14-09 – “A Resolution of the City Council of the City of Buellton, California, Regarding the Commitments and Publishing the Report Required by Central Coast Water Authority Resolution Nos. 92-02 and 92-11”

VOTE:

Motion passed by a roll call vote of 5-0, with Council Members Andrisek, Connolly, Dale, Elovitz, and Sierra voting yes.

COUNCIL MEMBER COMMENTS

Council Member Sierra congratulated Recreation Coordinator Kyle Abello and his wife on the arrival of their twins.

Council Member Andrisek complimented Figueroa Mountain Brewing for providing the Valley Loop bus service.

Council Member Andrisek announced that Pea Soup Andersen's is celebrating their 90th anniversary tomorrow from 10:00 a.m. to 7:00 p.m.

COUNCIL ITEMS

The City Council agreed by consensus to have staff agendize discussion regarding utility undergrounding at the Village Specific Plan on July 10.

The City Council agreed by consensus to have staff agendize discussion regarding a speed survey on McMurray Road.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Council Member Sierra stated she attended the Chamber of Commerce Board meeting and provided an oral report regarding the meeting.

Council Member Sierra stated she attended the Santa Barbara County Association of Governments (SBCAG) meeting and provided an oral report regarding the meeting.

BUSINESS ITEMS

10. **Approval of Memorandum of Understanding for Inter-Regional Transit Services - Breeze Route 200 and Wine Country Express**

RECOMMENDATION:

That the City Council approve and authorize the Mayor to execute the Memorandums of Understanding for the Breeze Route 200 and the Wine Country Express.

STAFF REPORT:

Public Works Director Hess presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

DOCUMENTS:

Staff report with attachments (Breeze Route 200 Memorandum of Understanding and Wine Country Express Memorandum of Understanding)

MOTION:

Motion by Council Member Dale, seconded by Council Member Sierra, authorizing the Mayor to execute the Memorandums of Understanding for the Breeze Route 200 and the Wine Country Express.

VOTE:

Motion passed by a roll call vote of 5-0, with Council Members Andrisek, Connolly, Dale, Elovitz, and Sierra voting yes.

11. Review of Revised Contract with Buellton Chamber of Commerce for Operation of the Visitors Bureau**RECOMMENDATION:**

That the City Council direct the City Manager to execute the amended contract with the Chamber of Commerce for operation of a Visitors Bureau with clarification on a one year versus two year review period.

STAFF REPORT:

City Manager Bierdzinski presented the staff report.

DISCUSSION:

Letters in support of the Buellton Chamber of Commerce and Visitors Bureau were received and distributed to the Council from Steve Lykken, John Petersen, and Kosmont Companies.

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau, discussed the Visitors Bureau's contract and budget. Ms. Vreeland stated she received support letters from several individuals and business owners, which were made part of the record.

The following speakers expressed their support for the Buellton Chamber of Commerce and Visitors Bureau as follows:

- David Esdale, Manager of Figueroa Mountain Brewery
- Paul Smith, City of Buellton Recreation Technician
- Mark Mendenhall, Buellton
- Dan Baumann, Manager of Flying Flags RV Park
- Mike Hendrick, General Manager of the Santa Ynez Valley Marriott

Mark Preston, Buellton, discussed the Visitors Bureau's contract and provided a handout for the record.

Peggy Brierton, Buellton, spoke about the Visitors Bureau's contract and stated she supports a request for proposals (RFP) process.

Tom Widroe, Buellton, spoke about the Visitors Bureau's contract and his support for an RFP process.

Lisa McGrath, Auditor for the Visitors Bureau, discussed the Visitors Bureau's audit report.

The City Council discussed the following issues:

- Appreciation for the Buellton Visitors Bureau
- Conducting a competitive bid process for the Visitors Bureau's marketing and advertising services
- Supporting a two-year contract for the Visitors Bureau

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Vice Mayor Elovitz, seconded by Council Member Dale, authorizing staff to prepare an RFP for marketing and advertising services to be brought back for Council review in August.

VOTE:

Motion failed by a roll call vote of 2-3. Council Members Dale and Elovitz voted yes and Council Members Andrisek, Sierra and Connolly voted no.

MOTION:

Motion by Council Member Sierra, seconded by Council Member Andrisek, authorizing the City Manager to execute the amended contract with the Chamber of Commerce for operation of a Visitors Bureau with a two-year review period.

VOTE:

Motion passed by a roll call vote of 3-2, with Council Members Andrisek, Sierra and Connolly voting yes and Council Members Dale and Elovitz voting no.

CITY MANAGER'S REPORT

City Manager Bierdzinski provided an informational report for the record.

CLOSED SESSION ITEMS

12. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

Property: Assessor's Parcel Number 099-670-005

Negotiator: City Manager, Marc Bierdzinski

Parties: City of Buellton/Willemsen Liv Tr, Jake & Jeannette Willemsen Trustees

Purpose: Possible Acquisition Terms and Price

No Closed Session was held.

ADJOURNMENT

Mayor Connolly adjourned the regular meeting at 8:40 p.m. The next regular meeting of the City Council will be held on Thursday, June 26, 2014 at 6:00 p.m.

John Connolly
Mayor

ATTEST:

Linda Reid
City Clerk

BACK-UP/SUPPORT DATA IS AVAILABLE FOR COUNCIL REVIEW IN CITY HALL

The following is a list of claims to be ratified and approved for payment by the City Council at the
June 26, 2014 Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		<u>\$ 396,851.72</u>
EXHIBIT B		<u>\$ 33,778.46</u>
Staff Payroll	6/15/14	<u>\$ 38,185.40</u>
TOTAL AMOUNT OF CLAIMS:		<u><u>\$ 468,815.58</u></u>

**AUTHORIZATION IS HEREBY GIVEN TO THE CITY TREASURER TO PAY ALL CLAIMS
AS REVENUES BECOME AVAILABLE.**

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-000-2306-000 - Long-Term Care Deduction			
22270 6/1/14 - 6/15/14 - M. Bierdzin	90 Ca1PERS LONG-TERM CARE PROGRAM 1	Paid	84.25
A001-000-2306-000 - Long-Term Care Deduction	*** Account total ***		84.25
A001-169-1201-000 - Pre-Paid Expense			
22298 7/14 Dental/Vision Premiums	820 ACWA/JPIA 1	Paid	1,800.90
A001-169-1201-000 - Pre-Paid Expense	*** Account total ***		1,800.90
A001-202-2002-000 - Sales & Use Tax Payable			
22306 5/14 SCADA Hardware	834 CDW LLC dba 2	Paid	-48.00
22307 5/14 SCADA Hardware	834 CDW LLC dba 2	Paid	-10.40
22315 5/14 Flags & Flag Balls	47 BETSY ROSS FLAG GIRLS, INC. 2	Paid	-109.33
A001-202-2002-000 - Sales & Use Tax Payable	*** Account total ***		-167.73
A001-216-2816-000 - Special Event Deposit			
22287 5/14 Sec Dep Refund-Brewfest	60 BUELLTON CHAMBER OF COMMERCE 1	Paid	500.00
22319 6/14 Deb Refund - Simply Aloha	0 MARK NABARRO 1	Paid	356.00
A001-216-2816-000 - Special Event Deposit	*** Account total ***		856.00
A001-216-2825-000 - Developer Deposit			
22296 4/14 Live Oaks Lanes Cust #125	65 BURKE, WILLIAMS & SORENSEN, LL 1	Paid	49.00
22333 4/14 Crossroad Ctr @ Village #	326 MNS ENGINEERS, INC. 1	Paid	9,500.00
22334 4/14 Village Park Cust #127	326 MNS ENGINEERS, INC. 1	Paid	330.00
A001-216-2825-000 - Developer Deposit	*** Account total ***		9,879.00
A001-401-5301-000 - Office Supplies			
22258 5/23/14 Supplies #700124399	469 STAPLES CONTRACT & COMMERCIAL, 1	Paid	102.23
A001-401-5301-000 - Office Supplies	*** Account total ***		102.23
A001-401-6301-000 - Miscellaneous			
22339 5/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 1	Paid	12.71
A001-401-6301-000 - Miscellaneous	*** Account total ***		12.71
A001-403-5306-000 - Advertising - Legal			
22227 12/13 CREDIT FOR CORRECTION	285 SANTA MARIA TIMES dba 1	Paid	-125.10
22228 4/14 - Legal Notice	285 SANTA MARIA TIMES dba 1	Paid	134.08

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-403-5306-000 - Advertising - Legal			
22229 3/14 - Legal Notice	285 SANTA MARIA TIMES dba 1	Paid	85.50
22257 5/14 - Legal Notice	285 SANTA MARIA TIMES dba 1	Paid	115.11
A001-403-5306-000 - Advertising - Legal	*** Account total ***		209.59
A001-404-6204-000 - Contract Services-Legal Fees			
22295 4/14 Retainer	65 BURKE, WILLIAMS & SORENSEN, LL 1	Paid	9,750.00
22297 4/14 Dept of Finance Lawsuit	65 BURKE, WILLIAMS & SORENSEN, LL 1	Paid	5,463.28
A001-404-6204-000 - Contract Services-Legal Fees	*** Account total ***		15,213.28
A001-410-5201-000 - Insurance - Liability			
22217 FY 14/15 Crime Ins Policy	168 ALLIANT INSURANCE 1	Paid	420.00
A001-410-5201-000 - Insurance - Liability	*** Account total ***		420.00
A001-410-5301-000 - Office Supplies			
22253 5/14 Copies Used - CH/Kal	118 COASTAL COPY, LP 1	Paid	359.94
22254 5/14 Copies Used - Linda	118 COASTAL COPY, LP 1	Paid	26.22
22259 5/8/14 Supplies #7001219920	469 STAPLES CONTRACT & COMMERCIAL, 3	Paid	99.12
22273 2/20/14 Supplies #7001086130	469 STAPLES CONTRACT & COMMERCIAL, 1	Paid	41.13
A001-410-5301-000 - Office Supplies	*** Account total ***		526.41
A001-410-5401-000 - Membership & Publications			
22260 6/20/14 - 6/19/15 CH Subscript	432 SANTA BARBARA NEWS-PRESS 1	Paid	182.35
A001-410-5401-000 - Membership & Publications	*** Account total ***		182.35
A001-410-5602-000 - Internet Access/ Website Maint			
22264 5/19/14 - 6/18/14 Summary Bill	555 VERIZON CALIFORNIA 1	Paid	169.96
A001-410-5602-000 - Internet Access/ Website Maint	*** Account total ***		169.96
A001-410-5701-000 - Telephone			
22264 5/19/14 - 6/18/14 Summary Bill	555 VERIZON CALIFORNIA 2	Paid	323.81
A001-410-5701-000 - Telephone	*** Account total ***		323.81
A001-410-5702-000 - Utilities - Gas			
22286 4/29/14 - 5/29/14 CH Gas Chrg	507 THE GAS COMPANY 1	Paid	24.80
A001-410-5702-000 - Utilities - Gas	*** Account total ***		24.80

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-410-5703-000	Utilities - Electric			
	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E		
		1	Paid	665.83
A001-410-5703-000	Utilities - Electric			
			*** Account total ***	665.83
A001-410-6005-000	Recruitment Expense			
	22227 12/13 CREDIT FOR CORRECTION	285 SANTA MARIA TIMES dba		
		2	Paid	-233.04
	22256 5/14 New Hire Phys/Screen-Brec	62 BUELLTON MEDICAL CENTER		
		1	Paid	185.00
	22280 6/14 Fingerprinting - Tucker	161 STATE OF CALIFORNIA - DOJ		
		1	Paid	32.00
A001-410-6005-000	Recruitment Expense			
			*** Account total ***	-16.04
A001-410-6017-000	Emergency Operations			
	22336 5/14 Satelite Phone Svcs	706 SATCOM GLOBAL, INC.		
		1	Paid	49.85
A001-410-6017-000	Emergency Operations			
			*** Account total ***	49.85
A001-410-6301-000	Miscellaneous			
	22278 4/23/14 - 5/27/14 Shred Svcs	237 IRON MOUNTAIN		
		1	Paid	41.96
	22338 5/14 Misc Maint Items	387 ALBERTSONS, LLC.		
		1	Paid	102.86
A001-410-6301-000	Miscellaneous			
			*** Account total ***	144.82
A001-420-5301-000	Office Supplies			
	22259 5/8/14 Supplies #7001219920	469 STAPLES CONTRACT & COMMERCIAL,		
		1	Paid	79.85
A001-420-5301-000	Office Supplies			
			*** Account total ***	79.85
A001-420-6201-000	Contract Services			
	22263 4/14 - 9/14 Property Tax Svcs	223 HDL COREN & CONE		
		1	Paid	1,750.00
A001-420-6201-000	Contract Services			
			*** Account total ***	1,750.00
A001-501-5703-000	Utilities - Electric			
	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E		
		2	Paid	189.87
A001-501-5703-000	Utilities - Electric			
			*** Account total ***	189.87
A001-501-6201-000	Contract Services			
	22226 6/14 - Contract Services	450 SB CO SHERIFF'S DEPARTMENT		
		1	Paid	140,204.33
A001-501-6201-000	Contract Services			
			*** Account total ***	140,204.33
A001-501-6210-000	Contract Svcs - Police -CA IGG			
	22288 5/14 Motorcycle Maint #5520	450 SB CO SHERIFF'S DEPARTMENT		
		1	Paid	806.48
A001-501-6210-000	Contract Svcs - Police -CA IGG			
			*** Account total ***	806.48

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-510-5702-000	Utilities - Gas			
	22285 4/29/14 - 5/29/14 Lib/CC Gas C	507 THE GAS COMPANY		
		1	Paid	18.13
A001-510-5702-000	Utilities - Gas	*** Account total ***		18.13
A001-510-5703-000	Utilities - Electric			
	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E		
		3	Paid	279.81
A001-510-5703-000	Utilities - Electric	*** Account total ***		279.81
A001-511-5301-000	Office Supplies			
	22255 5/14 - Copies Used - Rec Ctr	118 COASTAL COPY, LP		
		1	Paid	156.77
A001-511-5301-000	Office Supplies	*** Account total ***		156.77
A001-511-5306-000	Advertising			
	22335 5/14 Rec Ctr Ads	280 LEE CENTRAL COAST NEWSPAPERS		
		1	Paid	846.42
A001-511-5306-000	Advertising	*** Account total ***		846.42
A001-511-5506-000	Fuel-Vehicles			
	22272 5/14 Fuel Charges	768 WEX BANK		
		4	Paid	205.54
A001-511-5506-000	Fuel-Vehicles	*** Account total ***		205.54
A001-511-5509-000	Maintenance/Repair			
	22276 5/14 Rec Ctr - Janitorial Supp	426 SAN LUIS PAPER CO.		
		1	Paid	290.60
	22315 5/14 Flags & Flag Balls	47 BETSY ROSS FLAG GIRLS, INC.		
		1	Paid	1,475.93
A001-511-5509-000	Maintenance/Repair	*** Account total ***		1,766.53
A001-511-5701-000	Telephone/Internet			
	22251 5/25/14 -6/24/14 Phone/Int Rec	122 COMCAST CABLE		
		1	Paid	163.94
	22269 4/26/14 - 5/25/14 Abello Cell	473 SPRINT SPECTRUM, L.P. dba		
		1	Paid	33.97
A001-511-5701-000	Telephone/Internet	*** Account total ***		197.91
A001-511-5801-000	Buellton Recreation Program			
	22233 5/23/14 - Reimb Senior Dinner	43 BARBARA KNECHT		
		1	Paid	228.67
	22261 7/14 Rec Ctr Copier Lease	201 G E CAPITAL		
		1	Paid	150.12
	22338 5/14 Misc Maint Items	387 ALBERTSONS, LLC.		
		4	Paid	14.33
A001-511-5801-000	Buellton Recreation Program	*** Account total ***		393.12
A001-511-5801-001	Recreation Program 50/50			
	22338 5/14 Misc Maint Items	387 ALBERTSONS, LLC.		
		5	Paid	14.33
A001-511-5801-001	Recreation Program 50/50	*** Account total ***		14.33

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-511-5802-000 - Buellton Rec Program Trips			
22232 5/23/14 - Reimb for Museum Tri	704 PAUL SMITH		
	1	Paid	29.66
	2	Paid	14.66
22234 4/23/14 - Refund/SLO Farmers M	0 LEWIS ADKINS		
	1	Paid	30.00
A001-511-5802-000 - Buellton Rec Program Trips	*** Account total ***		74.32
A001-511-6201-000 - Contract Services			
22267 7/14 - 9/14 Rec Ctr alarm Svcs	176 EXCLUSIVE ALARMS		
	1	Paid	102.00
A001-511-6201-000 - Contract Services	*** Account total ***		102.00
A001-550-5703-000 - Utilities - Electric			
22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E		
	4	Paid	4,323.18
A001-550-5703-000 - Utilities - Electric	*** Account total ***		4,323.18
A001-551-6201-000 - Contract Services			
22326 4/14 Storm Water Mgmt Plan	326 MNS ENGINEERS, INC.		
	1	Paid	11,357.50
A001-551-6201-000 - Contract Services	*** Account total ***		11,357.50
A001-552-5305-001 - Small Equipment			
22301 5/14 Misc Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC		
	1	Paid	23.42
A001-552-5305-001 - Small Equipment	*** Account total ***		23.42
A001-552-5501-000 - Operational Supplies			
22242 5/14 - RV Park Tool Supply	187 FARM SUPPLY COMPANY		
	1	Paid	97.18
22291 5/14 Misc. Maint Items	110 CVS PHARMACY		
	1	Paid	10.38
22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY		
	1	Paid	68.77
22337 5/14 Misc Maint/Repair Items	826 GENUINE PARTS COMPANY - NAPA		
	3	Paid	12.44
22339 5/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE		
	2	Paid	12.71
A001-552-5501-000 - Operational Supplies	*** Account total ***		201.48
A001-552-5509-001 - Maintenance/Repair-Riverview			
22224 5/14 - RV Park Trailer Parts	77 CAL-COAST MACHINERY, INC		
	1	Paid	146.26
22225 5/14 - Playground Chips	40 ARTESIA SAWDUST PRODUCTS, INC.		
	1	Paid	2,864.96
22244 FY 13/14 Funding	833 SYV BOTANIC GARDEN FOUNDATION,		
	1	Paid	5,000.00
22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY		
	2	Paid	85.05

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-552-5509-001	Maintenance/Repair-Riverview	*** Continued ***		
	22337 5/14 Misc Maint/Repair Items	826 GENUINE PARTS COMPANY - NAPA		
		2	Paid	10.64
A001-552-5509-001	Maintenance/Repair-Riverview	*** Account total ***		8,106.91
A001-552-5509-002	Maintenance/Repair-Oak Park			
	22225 5/14 - Playground Chips	40 ARTESIA SAWDUST PRODUCTS, INC.		
		2	Paid	1,059.64
	22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY		
		3	Paid	68.24
A001-552-5509-002	Maintenance/Repair-Oak Park	*** Account total ***		1,127.88
A001-552-5703-000	Utilities - Electric			
	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E		
		10	Paid	71.66
A001-552-5703-000	Utilities - Electric	*** Account total ***		71.66
A001-552-5704-000	Utilities - Water			
	22250 5/14 Irrig-Oak Valley Elem/Par	105 CITY OF BUELLTON		
		1	Paid	1,165.16
A001-552-5704-000	Utilities - Water	*** Account total ***		1,165.16
A001-556-5509-000	Maintenance/Repair			
	22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY		
		8	Paid	19.53
A001-556-5509-000	Maintenance/Repair	*** Account total ***		19.53
A001-556-5703-000	Utilities - Electric			
	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E		
		8	Paid	560.18
A001-556-5703-000	Utilities - Electric	*** Account total ***		560.18
A001-557-6101-000	Development Permit Processing			
	22332 4/14 Small Permits	326 MNS ENGINEERS, INC.		
		1	Paid	2,440.00
A001-557-6101-000	Development Permit Processing	*** Account total ***		2,440.00
A001-557-6201-000	Contract Services			
	22323 4/14 City Engineer/Public Work	326 MNS ENGINEERS, INC.		
		1	Paid	2,782.50
A001-557-6201-000	Contract Services	*** Account total ***		2,782.50
A001-558-5301-000	Office Supplies			
	22259 5/8/14 Supplies #7001219920	469 STAPLES CONTRACT & COMMERCIAL,		
		2	Paid	18.85
A001-558-5301-000	Office Supplies	*** Account total ***		18.85
A001-558-5501-000	Operational Supplies			
	22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY		
		4	Paid	19.74

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-558-5501-000	- Operational Supplies			
	22320 6/14 - No Spill	570 WAYNE KREPS, JR. dba 1	Paid	23.75
	22338 5/14 Misc Maint Items	387 ALBERTSONS, LLC. 2	Paid	21.96
	22339 5/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 3	Paid	119.69
A001-558-5501-000	- Operational Supplies		*** Account total ***	185.14
A001-558-5503-000	- Tools			
	22218 5/14 - Police Station Air Puri	551 VALLEY TOOL RENTALS 1	Paid	22.00
	22231 4/14 - Cordless Combo/Saw-Joe	813 HOME DEPOT CREDIT SERVICES 1	Paid	251.28
	22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY 10	Paid	20.35
A001-558-5503-000	- Tools		*** Account total ***	293.63
A001-558-5504-000	- Laundry / Uniforms			
	22241 FY 13/14 Pant Allowance - R. 0	187 FARM SUPPLY COMPANY 1	Paid	79.11
A001-558-5504-000	- Laundry / Uniforms		*** Account total ***	79.11
A001-558-5506-000	- Fuel - Vehicles			
	22272 5/14 Fuel Charges	768 WEX BANK 1	Paid	639.73
A001-558-5506-000	- Fuel - Vehicles		*** Account total ***	639.73
A001-558-5507-000	- Maintenance - Vehicles			
	22290 5/14 - Truck #7 Rplcmnt Bulbs	59 MOTOR PRODUCTS INC. dba 1	Paid	12.40
	22337 5/14 Misc Maint/Repair Items	826 GENUINE PARTS COMPANY - NAPA 1	Paid	72.63
A001-558-5507-000	- Maintenance - Vehicles		*** Account total ***	85.03
A001-558-5509-000	- Maintenance / Repair			
	22235 5/14 - AC Walk Path	831 PAUL D. POTTER JR. dba 1	Paid	19,718.46
	22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY 6	Paid	29.28
	22301 5/14 Misc Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC 2	Paid	37.99
A001-558-5509-000	- Maintenance / Repair		*** Account total ***	19,785.73
A001-558-5510-000	- Safety Equipment			
	22240 FY 13/14 Safety Boots - R. Och	800 CARR'S BOOT SHOP, INC. dba 1	Paid	46.01
A001-558-5510-000	- Safety Equipment		*** Account total ***	46.01
A001-558-5603-000	- Computer Maintenance &Software			
	22317 6/2/14 - E-mail Account for Ro	655 COAST NETWORX, INC. 1	Paid	95.00
A001-558-5603-000	- Computer Maintenance &Software		*** Account total ***	95.00

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	
A001-558-6201-000 - Contract Services					
22236	5/14 CH/Plng/CC/Lib Janitorial	142 DANIEL FITZGERALD dba 1	Paid	1,200.00	
22265	6/14 Svcs - 5/14 Msgs	172 ECHO COMMUNICATIONS 1	Paid	24.20	
22266	7/14 - 9/14 CH Alarm Services	176 EXCLUSIVE ALARMS 1	Paid	120.00	
22268	7/14 - 9/14 Plng Dept Alarm Sv	176 EXCLUSIVE ALARMS 1	Paid	102.00	
22279	5/14 Mat & Towel Services	28 ARAMARK UNIFORM SERVICES 2 Surplus	Paid	263.62	
22282	5/14 Lib/CC Drinking Water	32 NESTLE WATERS NORTH AMERICA db 1	Paid	33.75	
22283	5/14 Plng Drinking Water	32 NESTLE WATERS NORTH AMERICA db 1	Paid	8.03	
22284	5/14 CH Drinking Water	32 NESTLE WATERS NORTH AMERICA db 1	Paid	72.53	
22303	6/14 Rodent Control/Post Offic	669 HYDREX PEST CONTROL 1	Paid	105.00	
22304	5/14 CH Ant Treatment	112 CLARK PEST CONTROL 1	Paid	264.00	
22305	5/14 Police Ant Treatment	112 CLARK PEST CONTROL 1	Paid	138.00	
22310	2/14 - Preventative Maint	203 GARY BROWN dba 1	Paid	360.00	
22311	12/13 - 3 New Heat/Air Stats	203 GARY BROWN dba 1	Paid	600.00	
22316	6/14 Street Sweeping Svcs	465 SP MAINTENANCE SERVICES, INC. 1	Paid	2,821.00	
A001-558-6201-000 - Contract Services				*** Account total ***	6,112.13
A001-565-5305-000 - Equipment Rental					
22275	5/21/14 - 6/20/14 Plng Copier	744 GE CAPITAL INFO TECH SOLUTIONS 1	Paid	500.05	
A001-565-5305-000 - Equipment Rental				*** Account total ***	500.05
A001-565-5306-000 - Advertising - Legal					
22230	4/14 - Legal Notice / Plng	285 SANTA MARIA TIMES dba 1	Paid	227.45	
A001-565-5306-000 - Advertising - Legal				*** Account total ***	227.45
A001-565-5401-000 - Membership & Publications					
22277	FY 14/15 Membership Dues	680 CA ASSOC. FOR LOCAL ECONOMIC D 1	Paid	465.00	
A001-565-5401-000 - Membership & Publications				*** Account total ***	465.00
A001-565-5603-000 - Computer Maintenance & Software					
22300	5/14 Comp Maint/Plng Dept	655 COAST NETWORKX, INC. 1	Paid	95.00	
A001-565-5603-000 - Computer Maintenance & Software				*** Account total ***	95.00

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-565-5701-000 - Telephone	22264 5/19/14 - 6/18/14 Summary Bill	555 VERIZON CALIFORNIA 3	Paid	383.94
A001-565-5701-000 - Telephone		*** Account total ***		383.94
A001-565-5703-000 - Utilities - Electric	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E 5	Paid	176.27
A001-565-5703-000 - Utilities - Electric		*** Account total ***		176.27
A001-565-6201-000 - Contract Services	22321 5/21 - 5/30 PIng Consult Svcs	835 METRO VENTURES LTD 1	Paid	2,475.00
	22322 5/21-5/30/14 PIng Hampton Inn	835 METRO VENTURES LTD 1	Paid	525.00
A001-565-6201-000 - Contract Services		*** Account total ***		3,000.00
A005-169-1201-000 - Pre-Paid Expense	22298 7/14 Dental/Vision Premiums	820 ACWA/JPIA 2	Paid	323.58
A005-169-1201-000 - Pre-Paid Expense		*** Account total ***		323.58
A005-701-5201-000 - Insurance - Liability	22217 FY 14/15 Crime Ins Policy	168 ALLIANT INSURANCE 2	Paid	140.00
A005-701-5201-000 - Insurance - Liability		*** Account total ***		140.00
A005-701-5301-000 - Office Supplies	22273 2/20/14 Supplies #7001086130	469 STAPLES CONTRACT & COMMERCIAL, 2	Paid	58.97
	22274 2/26/14 Supplies #7001092924	469 STAPLES CONTRACT & COMMERCIAL, 1	Paid	58.97
	22339 5/14 Misc Maint/Repair Items	438 SANTA YNEZ VALLEY HARDWARE 4	Paid	27.54
A005-701-5301-000 - Office Supplies		*** Account total ***		145.48
A005-701-5303-000 - Postage	22249 6/14 Water/Sewer Billing Posta	379 POSTMASTER 1	Paid	282.50
A005-701-5303-000 - Postage		*** Account total ***		282.50
A005-701-5402-000 - Travel & Training	22338 5/14 Misc Maint Items	387 ALBERTSONS, LLC. 3	Paid	84.62
A005-701-5402-000 - Travel & Training		*** Account total ***		84.62
A005-701-5501-000 - Operational Supplies	22223 5/14 - WWTP Ops/Chem	187 FARM SUPPLY COMPANY 1	Paid	29.15
	22291 5/14 Misc. Maint Items	110 CVS PHARMACY 2	Paid	25.95
A005-701-5501-000 - Operational Supplies		*** Account total ***		55.10

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A005-701-5502-000	Chemicals / Analysis			
	22219 5/14 Cylinder Rental - Acetylene	380 PRAXAIR DISTRIBUTION, INC. 1	Paid	132.05
	22223 5/14 - WWTP Ops/Chem	187 FARM SUPPLY COMPANY 2	Paid	227.84
	22302 5/14 Chemicals/Analysis	5 ABALONE COAST ANALYTICAL, INC. 1	Paid	2,495.00
A005-701-5502-000	Chemicals / Analysis	*** Account total ***		2,854.89
A005-701-5503-000	Tools			
	22231 4/14 - Cordless Combo/Saw-Joe	813 HOME DEPOT CREDIT SERVICES 3	Paid	251.28
A005-701-5503-000	Tools	*** Account total ***		251.28
A005-701-5504-000	Laundry / Uniforms			
	22241 FY 13/14 Pant Allowance - R. O	187 FARM SUPPLY COMPANY 2	Paid	79.11
A005-701-5504-000	Laundry / Uniforms	*** Account total ***		79.11
A005-701-5506-000	Fuel - Vehicles			
	22272 5/14 Fuel Charges	768 WEX BANK 2	Paid	639.74
A005-701-5506-000	Fuel - Vehicles	*** Account total ***		639.74
A005-701-5509-000	Maintenance / Repair			
	22221 5/14 - WWTP Blowers	369 PERRY'S ELECTRIC MOTORS & CONT 1	Paid	360.00
	22237 5/14 Lincoln Motor Repair	369 PERRY'S ELECTRIC MOTORS & CONT 1	Paid	920.26
	22299 4/29-5/27/14 Misc Maint/Rpr It	521 TODD PIPE & SUPPLY 5	Paid	543.59
	22312 5/14 WWTP Blower Repairs	369 PERRY'S ELECTRIC MOTORS & CONT 1	Paid	12,257.23
A005-701-5509-000	Maintenance / Repair	*** Account total ***		14,081.08
A005-701-5510-000	Safety Equipment			
	22240 FY 13/14 Safety Boots - R. Och	800 CARR'S BOOT SHOP, INC. dba 2	Paid	46.00
A005-701-5510-000	Safety Equipment	*** Account total ***		46.00
A005-701-5701-000	Telephone			
	22264 5/19/14 - 6/18/14 Summary Bill	555 VERIZON CALIFORNIA 4	Paid	581.57
A005-701-5701-000	Telephone	*** Account total ***		581.57
A005-701-5703-000	Utilities - Electric			
	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E 6	Paid	7,918.65
A005-701-5703-000	Utilities - Electric	*** Account total ***		7,918.65

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A005-701-6201-000 - Contract Services					
	22243 5/14 Dig Alert Tickets	535	UNDERGROUND SERVICE ALERT		
		1		Paid	12.00
	22265 6/14 Svcs - 5/14 Msgs	172	ECHO COMMUNICATIONS		
		2		Paid	24.20
	22279 5/14 Mat & Towel Services	28	ARAMARK UNIFORM SERVICES		
		1	MAT & TOWEL SVCS	Paid	65.90
	22314 6/14 WWTP/Wtr Sample Deliverie	679	COURIER SYSTEMS		
		1		Paid	71.21
				*** Account total ***	173.31
A005-701-6201-000 - Contract Services					
A005-701-6202-000 - Contract Services-Engineering					
	22325 4/14 Sewer Network	326	MNS ENGINEERS, INC.		
		1		Paid	7,240.00
				*** Account total ***	7,240.00
A005-701-6202-000 - Contract Services-Engineering					
A020-169-1201-000 - Pre-Paid Expense					
	22222 10/1/14 - 12/31/14 CCWA & DWR	91	CENTRAL COAST WATER AUTHORITY		
		1		Paid	34,802.24
	22298 7/14 Dental/Vision Premiums	820	ACWA/JPIA		
		3		Paid	337.66
				*** Account total ***	35,139.90
A020-169-1201-000 - Pre-Paid Expense					
A020-210-2101-000 - Customer Deposits					
	22271 Dep Refund/Closing Bill	0	TAVA OSTRENGER		
		1		Paid	39.27
				*** Account total ***	39.27
A020-210-2101-000 - Customer Deposits					
A020-601-5201-000 - Insurance - Liability					
	22217 FY 14/15 Crime Ins Policy	168	ALLIANT INSURANCE		
		3		Paid	140.00
				*** Account total ***	140.00
A020-601-5201-000 - Insurance - Liability					
A020-601-5301-000 - Office Supplies					
	22273 2/20/14 Supplies #7001086130	469	STAPLES CONTRACT & COMMERCIAL,		
		3		Paid	58.96
	22274 2/26/14 Supplies #7001092924	469	STAPLES CONTRACT & COMMERCIAL,		
		2		Paid	58.96
				*** Account total ***	117.92
A020-601-5301-000 - Office Supplies					
A020-601-5303-000 - Postage					
	22249 6/14 Water/Sewer Billing Posta	379	POSTMASTER		
		2		Paid	282.50
				*** Account total ***	282.50
A020-601-5303-000 - Postage					
A020-601-5402-000 - Travel & Training					
	22313 6/14 Grade T2 - Sanchez	151	CALIF DEPT OF PUBLIC HEALTH		
		1		Paid	60.00
				*** Account total ***	60.00
A020-601-5402-000 - Travel & Training					

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A020-601-5501-000	- Operational Supplies				
	22246 4/14 - Sample Hatch	543	USA BLUEBOOK 1	Paid	150.55
	22299 4/29-5/27/14 Misc Maint/Rpr It	521	TODD PIPE & SUPPLY 7	Paid	38.71
	22337 5/14 Misc Maint/Repair Items	826	GENUINE PARTS COMPANY - NAPA 4	Paid	14.62
A020-601-5501-000	- Operational Supplies		*** Account total ***		203.88
A020-601-5502-000	- Chemicals / Analysis				
	22245 12/21/12 WTP Chlorine Credit D	543	USA BLUEBOOK 1	Paid	-181.30
	22302 5/14 Chemicals/Analysis	5	ABALONE COAST ANALYTICAL, INC. 2	Paid	165.00
A020-601-5502-000	- Chemicals / Analysis		*** Account total ***		-16.30
A020-601-5503-000	- Tools				
	22231 4/14 - Cordless Combo/Saw-Joe	813	HOME DEPOT CREDIT SERVICES 2	Paid	251.28
	22247 5/14 - Submersible Pump	543	USA BLUEBOOK 1	Paid	359.85
A020-601-5503-000	- Tools		*** Account total ***		611.13
A020-601-5504-000	- Laundry / Uniforms				
	22241 FY 13/14 Pant Allowance - R. O	187	FARM SUPPLY COMPANY 3	Paid	79.11
A020-601-5504-000	- Laundry / Uniforms		*** Account total ***		79.11
A020-601-5506-000	- Fuel - Vehicles				
	22272 5/14 Fuel Charges	768	WEX BANK 3	Paid	639.74
A020-601-5506-000	- Fuel - Vehicles		*** Account total ***		639.74
A020-601-5509-000	- Maintenance / Repair				
	22220 4/14 - Waterline Improvements	779	LASH CONSTRUCTION, INC. 1	Paid	4,098.00
	22292 3/14 Angle Meter Stop for Wate	191	FERGUSON ENTERPRISES, INC #135 1	Paid	30.59
	22293 5/14 Water Meter Boxes	191	FERGUSON ENTERPRISES, INC #135 1	Paid	1,288.87
	22294 3/14 - Angle Meter Stop	191	FERGUSON ENTERPRISES, INC #135 1	Paid	592.77
	22299 4/29-5/27/14 Misc Maint/Rpr It	521	TODD PIPE & SUPPLY 9	Paid	122.64
	22337 5/14 Misc Maint/Repair Items	826	GENUINE PARTS COMPANY - NAPA 5	Paid	10.94
A020-601-5509-000	- Maintenance / Repair		*** Account total ***		6,143.81
A020-601-5510-000	- Safety Equipment				
	22240 FY 13/14 Safety Boots - R. Och	800	CARR'S BOOT SHOP, INC. dba 3	Paid	46.00
A020-601-5510-000	- Safety Equipment		*** Account total ***		46.00

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-5701-000 - Telephone	22264 5/19/14 - 6/18/14 Summary Bill	555 VERIZON CALIFORNIA 5	Paid	833.97
A020-601-5701-000 - Telephone		*** Account total ***		833.97
A020-601-5703-000 - Utilities - Electric	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E 7	Paid	9,972.52
A020-601-5703-000 - Utilities - Electric		*** Account total ***		9,972.52
A020-601-6201-000 - Contract Services	22243 5/14 Dig Alert Tickets	535 UNDERGROUND SERVICE ALERT 2	Paid	12.00
	22265 6/14 Svcs - 5/14 Msgs	172 ECHO COMMUNICATIONS 3	Paid	24.20
	22308 1/14 - 6/14 Backflow Testing S	206 GERALD G. PENN dba 1	Paid	2,760.00
	22314 6/14 WWTP/Wtr Sample Deliverie	679 COURIER SYSTEMS 2	Paid	71.22
A020-601-6201-000 - Contract Services		*** Account total ***		2,867.42
A027-559-6212-001 - SYVT Dial-A-Ride Subsidy	22309 FY 13/14 Dial A Ride Subsidy	101 CITY OF SOLVANG 1	Paid	1,200.00
A027-559-6212-001 - SYVT Dial-A-Ride Subsidy		*** Account total ***		1,200.00
A029-557-6201-000 - Contract Services	22324 4/14 Transportation Planning	326 MNS ENGINEERS, INC. 1	Paid	1,410.00
A029-557-6201-000 - Contract Services		*** Account total ***		1,410.00
A051-566-5509-000 - Maintenance / Repair	22281 6/14 HOA Dues-Unit 101 (Chambe	582 VINTAGE WALK, LLC OWNERS ASSOC 1	Paid	104.00
A051-566-5509-000 - Maintenance / Repair		*** Account total ***		104.00
A051-566-5703-000 - Utilities - Electric	22262 4/7/14 - 5/6/14 Invoice Alloca	352 P G & E 9	Paid	160.17
A051-566-5703-000 - Utilities - Electric		*** Account total ***		160.17
A092-302-6507-000 - Improvements	22330 FY 13/14 Road Maint Project	326 MNS ENGINEERS, INC. 1	Paid	29,812.50
A092-302-6507-000 - Improvements		*** Account total ***		29,812.50
A092-306-6507-000 - Improvements	22327 4/14 Ped Safety/Hwy 246 & Syca	326 MNS ENGINEERS, INC. 1	Paid	3,325.00
A092-306-6507-000 - Improvements		*** Account total ***		3,325.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A092-602-6507-000 - Improvements	22328 4/14 Resv 1 & 2 - Roof Repairs	326 MNS ENGINEERS, INC. 1		Paid	480.00
A092-602-6507-000 - Improvements			*** Account total ***		480.00
A092-603-6201-000 - Contract Services	22331 4/14 Various Water Studies	326 MNS ENGINEERS, INC. 1		Paid	4,072.50
A092-603-6201-000 - Contract Services			*** Account total ***		4,072.50
A092-604-6507-000 - Improvements	22239 5/14 SCADA Programming	718 AUTOSYS, INC. 1		Paid	3,763.75
	22248 5/14 SCADA	832 SCHNEIDER ELECTRIC USA, INC. 1		Paid	10,761.12
	22289 5/14 SCADA Hardware	834 CDW LLC dba 1		Paid	3,566.60
	22306 5/14 SCADA Hardware	834 CDW LLC dba 1		Paid	648.00
	22307 5/14 SCADA Hardware	834 CDW LLC dba 1		Paid	140.40
	22318 6/14 - SCADA Integration	718 AUTOSYS, INC. 1		Paid	1,195.00
A092-604-6507-000 - Improvements			*** Account total ***		20,074.87
A092-704-6507-000 - Improvements	22329 4/14 Sewerline Rplcment@Flyg F	326 MNS ENGINEERS, INC. 1		Paid	2,220.00
A092-704-6507-000 - Improvements			*** Account total ***		2,220.00
* Report total *			*** Total ***		396,851.72

Payments via Electronic Fund Transfer (EFT):

May Bank Service Charges	5/30/14	264.90
May Aflac Supp Ins-Staff/Council	6/4/14	826.03
May Retirement Contributions	6/5/14	20,914.27
FSA - Staff	6/5/14	1,427.56
FSA - Council	6/5/14	100.00
Staff 6/13/1 Payroll Taxes	6/17/14	10,245.70
Total		<u>\$ 33,778.46</u>

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 3

To: The Honorable Mayor and City Council

From: Carolyn Galloway-Cooper, Finance Director

Meeting Date: June 26, 2014

Subject: Revenue and Expenditure Reports through May 31, 2014

BACKGROUND

The attached report compares month-to-month data covering the period July 1, 2013 through May 31, 2014. The report is prepared monthly and submitted to Council on the second meeting of each month. It is posted to the City's website. Upon monthly review, adjustments may be necessary and staff will update on the website.

FISCAL IMPACT

The Revenue and Expenditure report provides the community with an understanding of the financial activity of the City's funds on a monthly basis.

RECOMMENDATION

That the City Council receives and files this report for information purposes.

ATTACHMENT

Attachment 1 - Revenue and Expenditure Reports through May 31, 2014

ATTACHMENT 1

City of Buellton
 General Fund - Monthly Revenue (unaudited)
 FY: 2013-14

cgc: 6 18 14

92%

2013

2014

Account Number	Description	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FY: 2013-14
001-301-4001-000	Property Tax - Secured			-	50,539		340,834				385,944	4,260		781,577
001-302-4002-000	Property Tax - Unsecured			-	35,901									35,901
001-309-4007-000	Homeowners Exemptions						1,048	2,445		5,347		2,445		11,285
001-310-4101-000	Franchise Fees	5,303	10,922	10,260	11,069	5,308	10,945	10,908	69,565	10,218	88,396			232,894
001-311-4102-000	Sales Tax	137,505	97,900	130,500	135,611	92,000	122,700	142,045	87,200	116,300				1,061,761
001-311-4115-000	Sales Tax Compensation	-	-	-	-	-		225,647				225,647		451,294
001-312-4103-000	Transient Occupancy Tax (TOT)	179,303	185,789	129,449	124,927	115,074	99,762	86,850	98,410	131,684	137,836			1,289,084
001-320-5801-000	Buellton Recreation Program	16,342	7,423	4,895	5,358	3,729	4,894	5,761	4,632	6,715	2,556	5,168		67,473
001-320-5801-001	Recreation Program (50/50)	8,752	3,478	4	843	-	4,335	-	-			9,686		27,098
001-320-5802-000	Buellton Rec Pgm Trips	2,934	3,033	4,088	7,850	1,866	2,615	2,872	2,390		1,015	232		28,895
001-321-4106-000	Property Transfer Tax	-	1,612	1,510	1,833	3,258	791	1,261		800	1,653	1,774		14,492
001-322-4107-000	Motor Vehicle in Lieu Tax			2,069	-									2,069
001-322-4116-000	MV License Fee			-	-			184,801				184,801		369,602
001-325-5814-000	Park Reservation Fees	240	2,520	600	440	240	40	440	40					4,560
001-333-4506-000	CA Indian Gaming Grant			-	-									-
001-333-4508-000	COPS Grant			-	-									-
001-340-4401-000	Criminal Fines and Penalties	-	-	4,556	-	6,878	2,603	3,000	2,516	5,446	5,806			30,805
001-342-4402-000	Fines and Fees		460	627				590	876	390	259			3,202
001-345-4904-000	Interest	-	-	5,949	-	-	4,922	909		12,890		9		24,679
001-346-4905-000	Rent	4,489	5,739	5,739	5,739	1,250	10,228	5,739	5,739	5,739	5,739	5,739		61,879
001-347-4801-000	Law Enforcement Cost Recovery	10	-	19	10		38	10				29		116
001-348-4403-000	Event Applic Fee/Temp Use	200	155	100	200			100						755
001-357-4802-000	Zoning Clearance	180	180	45	90	45	115							655
001-357-4803-000	Document Sales	260	65	-	-	600								925
001-357-4806-000	Time Extension Fees							390						390
001-357-4801-110	Crossroads at the Village		-		-									-
001-357-4808-000	Code Enforcement Fines		-		100									100
001-376-4908-000	CA Prop 1B Revenue				-									-
001-378-4205-000	Small Permits	1,500	750	200	1,000	500	1,000	250	7,500		1,000			13,700
001-390-4917-000	Miscellaneous		3,810		23	9								3,842
001-390-4918-000	Cost Reimbursement	2,741			-				322					3,063
TOTAL REVENUE (ACTUAL THROUGH MAY):		359,759	323,836	300,610	381,533	230,757	606,870	674,018	279,190	295,529	630,204	439,790	-	4,522,096

Percentage Received: 80%
 Budget: 5,625,065

City of Buellton
 General Fund Monthly Expenditures (Unaudited)
 FY: 2013-14

cgc: 6 18 14

92%

Department No.	Description	2013						2014						FY: 2013-14
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
001-401	City Council	6,744	12,191	11,602	8,262	9,954	13,111	7,869	10,192	9,462	8,722	9,190		107,299
001-402	City Manager	11,627	16,330	16,822	16,902	18,102	16,336	16,669	17,046	16,153	16,224	16,209		178,420
001-403	City Clerk	5,250	8,967	8,133	7,810	11,997	9,971	7,899	7,664	9,688	8,667	7,553		93,599
001-404	City Attorney	-	30,732	-	31,346	31,100	9,873	-	10,754	23,215	9,775	-		146,795
001-410	Non-Departmental	36,890	3,655	46,815	50,210	34,538	38,643	32,693	39,629	22,065	24,179	41,843		371,160
001-420	Finance	19,512	29,260	57,405	49,349	35,363	31,132	14,979	15,054	74,485	20,971	21,271		368,781
001-501	Police and Fire	-	141,699	140,476	143,803	141,992	376,968	140,542	328,040	141,293	141,778	48,219		1,744,810
001-510	Library	-	342	372	355	328	87,529	306	351	310	311	57		90,261
001-511	Recreation	26,268	46,971	35,709	29,209	34,867	39,730	54,740	42,160	31,347	34,666	45,062		420,729
001-550	Street Lights	-	4,378	4,397	4,506	4,511	4,452	4,377	4,347	4,324	7,386	-		42,678
001-551	Storm Water	-	4,864	13,037	-	4,964	6,872	49,670	24,463	6,971	11,275	-		122,116
001-552	Public Works - Parks	13,972	9,115	11,141	8,976	3,762	7,496	10,549	8,108	10,548	10,083	13,752		107,502
001-556	Public Works - Landscape	5,000	5,814	6,257	10,220	1,343	5,571	9,949	12,291	5,187	5,164	4,675		71,471
001-557	Public Works - Engineering	-	5,453	13,380	-	-	-	25,901	10,714	13,829	32,405	-		101,682
001-558	Public Works - General	28,102	36,076	37,421	39,543	37,208	34,572	43,234	56,729	45,756	33,679	38,680		431,000
001-565	Planning/Community Dev	19,736	12,874	42,995	30,459	14,390	13,463	21,730	15,714	21,221	19,782	16,915		229,279
	Transfer to CIP fund 92 (updated in June)	-	-	-	-	-	-	-	-	-	-	-		-
	TOTAL EXPENDITURES (ACTUAL THROUGH MAY):	173,101	368,721	445,962	430,950	384,419	695,719	441,107	603,256	435,854	385,067	263,426	-	4,627,582

Percentage spent:	73%
Budget	6,102,870
Amendments (1/23/14)	200,900
Amended Budget	6,303,770

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 5

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager
By: Irma Tucker, Contract City Planner

Date: June 26, 2014

Subject: Award of Contract for Architectural Design Services

BACKGROUND

The City Council authorized staff to issue a Request for Proposals (RFP) for architectural design services. The RFP was issued on April 28, 2014, with a closing date of June 2, 2014. A copy of the RFP is included as Attachment 1.

Two proposals were received on the RFP. One is from Kruger Bensen Ziemer (KBZ) Architects out of Santa Barbara (Attachment 2). The second is from Ravatt Albrecht & Associates out of Santa Maria (Attachment 3). Landscape design review would be performed by Earthform Design Inc. as a sub-consultant to KBZ Architects, while Pleinaire Design Group would perform this review as a sub-consultant to Ravatt Albrecht & Associates.

The two proposals were reviewed by staff and from two outside sources, the Planning Directors from Solvang and Lompoc. The consensus from this review panel was to recommend selection of Ravatt Albrecht & Associates for the following reasons:

- Both Greg Ravatt and Kevin Small (Pleinaire Design Group) are on the North Santa Barbara County Board of Architectural Review (BAR). So, while the City would not have its own BAR, we would have the expertise of professionals who have reviewed a wide variety of projects as part of a BAR.
- The hourly rates are lower than KBZ Architects. This would be more cost friendly to project applicants.
- The scope of work better reflected the requirements and needs of the City as outlined in the City's RFP.
- Staff and the review panel members have worked with both Greg Ravatt and Kevin Small for many years on various projects both here and in other jurisdictions and are familiar with the quality of their work product.

Based on the above, staff is recommending that the City Council authorize the City Manager to enter into a contract with Ravatt Albrecht & Associates for architectural design services (Attachment 4).

FISCAL IMPACTS

No fiscal impacts to the City as the cost would be paid by development applications.

RECOMMENDATION

That the City Council direct the City Manager to execute a contract with Ravatt Albrecht & Associates for architectural design services.

ATTACHMENTS

- Attachment 1 – Request for Proposals
- Attachment 2 – Proposal from KBZ Architects
- Attachment 3 – Proposal for Ravatt Albrecht & Associates
- Attachment 4 – Contract with Ravatt Albrecht & Associates

Request for Proposals
for
Architectural Design Services for the
City of Buellton



**Proposals Due by 4:45 p.m.
on June 2, 2014**

City of Buellton
107 W. Highway 246, P.O. Box 1819
Buellton, CA 93427
(805) 688-7474



April 28, 2014

SUBJECT: REQUEST FOR PROPOSAL (RFP) – ARCHITECTURAL DESIGN SERVICES FOR THE CITY OF BUELLTON

The City of Buellton is soliciting proposals from qualified firms to perform architectural review services for the City of Buellton. The selected firm will assist staff, the Planning Commission, and the City Council in the architectural and landscape design review of major development projects.

As a community highly dependent upon the tourism industry, the character and aesthetic features of our community play an important role in ensuring the economic well-being of our community as well as our quality of life and property values. The objective of outside design review is to promote quality site, architectural, and landscape design that enhances both Buellton's natural and built environments.

BACKGROUND

The City of Buellton recently completed a public visioning process. The Final Vision Plan was accepted in February 2012. Action Item 4.1.2 was to establish a Board of Architectural Review (BAR) to assist the Planning Commission with the design review of projects. This review would be done in context of the City's adopted Community Design Guidelines which specifies the type of architectural styles allowed within the City. The entire Vision Plan and Community Design Guidelines can be viewed on the City's website, www.cityofbuellton.com.

At their February 13, 2014, meeting, the City Council reviewed options for a BAR, including training for the Planning Commission, creation of a BAR, and hiring a contract firm to assist with design review. The City Council directed staff to form an Ad Hoc Committee to discuss these options and return to the City Council with a recommendation.

The Ad Hoc Committee was formed comprised of members of the public, Planning Commission, and City Council. The Ad Hoc Committee met on March 11 with a consensus recommendation to the City Council to hire an architectural firm to serve as an adjunct to staff, the Planning Commission, and the City Council on design review issues. Major projects would be reviewed by the architectural firm and their comments would be provided to the Planning Commission during the first 30 days of project review. The firm selected should have both architects and landscape architects on staff. The City Council on March 27, 2014, directed staff to issue the RFP.

The City is seeking a qualified architectural firm with both architects and landscape architects on staff to assist in the design review of major projects. The City will review the proposals that are submitted and select a firm that best meets the needs of the City. The work would be funded through applicant paid application fees.

PROJECT TIME SCHEDULE

Send out Request for Proposal	April 28, 2014
Last day to submit questions/clarifications	May 23, 2014
Proposals due	June 2, 2014, by 4:45 p.m.

SCOPE OF WORK

The scope of work is for on-call services to provide design review services on major projects to the City of Buellton. Design review will entail:

- Review of architecture, site design, and landscaping of major development projects using the City's adopted Community Design Guidelines, Municipal Code, and General Plan.

Final work product will consist of written advisory suggestions to the Planning Commission on changes to the project design, architecture, and landscaping to ensure the project is of high quality, aesthetically pleasing, and follows standard design principles.

Major projects are defined as follows:

- An application for a Development Plan or Conditional Use Permit that requires the review and approval of the Planning Commission and/or City Council with the following exceptions:
 - Projects in which no buildings or structures are proposed; or
 - Interior remodels of existing buildings; or
 - Structures or additions with a floor plan of less than 500 square feet.

The process with the consultant will be arranged as follows:

- Within 3 days of initial project submittal, the full set of project plans will be sent to the consultant.
- The consultant will review the plans for the items noted above and will return written suggested changes on the architecture, site design, and landscaping to the City within three weeks of receipt of the plans.
- The final written comments from the consultant will be provided to the applicant and Planning Commission during the preliminary review of the project by the Planning Commission at a public meeting within the initial 30-day review period. The rationale behind the written comments shall also be included by the consultant.
- Consultant may be asked to attend the Planning Commission meeting if suggested changes are extensive as would be determined by the Planning Director.
- More than one review per project may be required and would be at the discretion of the Planning Director.

Consultant would bill their time on an hourly basis based on an adopted fee schedule.

CITY - SERVICES TO BE PROVIDED

1. Copies of all applicable land use documents in electronic format.
2. Administer contract.
3. Process progress payments submitted by the consultant and approved by the City Manager within a timely period.

CONSULTANT'S PROPOSAL

The City is providing this RFP on the City's website and is open to all qualified firms that meet the requirements of this RFP. The City's selection process will require each consultant to submit a proposal which demonstrates the consultant's ability to provide the best available services and products at a reasonable cost.

All proposals shall include, as a minimum, the following elements:

1. A description of your project team:
 - Identification of key personnel to be assigned to this project with complete resumes of each. An architect and landscape architect are required to be assigned to the project team.
 - A review of similar projects completed by the project team. Include a statement that key staff will not be changed during the course of the project following proposal submittal without the City's concurrence or direction.
2. Consultant references. Include reference names, agencies/companies, addresses, and current phone numbers and e-mail address.
3. Description of the design review services proposed by the consultant, including architecture, site design, and landscaping review. Deliverables will include suggested written design changes to the project for consideration by the Planning Commission and City Council and the rationale behind the suggested changes.
4. A discussion of the methods to be used for adjusting fees (either upward or downward) if the actual scope changes during the contract period.
5. A copy of your firm's insurance certificate that verifies the ability to comply with the City's liability requirements.
6. Confirmation of a three week turn-around time for design review comments on projects.
7. Proposed fees for professional services with a schedule of hourly rates according to personnel classifications that will be working on City projects.

All proposals, whether selected or rejected, shall become the property of the City of Buellton. The City reserves the right to reject any or all proposals. The costs of preparation of the proposal will be borne by the proposer. Proposal shall be signed by a representative of the consultant who has the authority to sign contracts for the consultant. Attached is a copy of the City's standard contract. Please review to insure all conditions can be met.

SELECTION PROCEDURE

Listed below is the City of Buellton's selection procedure for selecting firms to provide professional services.

1. Prepare and distribute the Request for Proposals stating the scope of work and requesting that the firm submit a written proposal.
2. Review all proposals for completeness.
3. Prepare "short list" for firms submitting complete proposals that satisfy the City's requirements. Preference will be given to firms from Santa Barbara, San Luis Obispo, and Ventura Counties.
4. Rate the short list consultants' proposals in light of the following criteria:
 - a. Consultant's knowledge and understanding of the issues.
 - b. Past experience in the field.
 - c. Adequacy of professional staff and depth of firm.
 - d. Completeness of proposal.
5. The top consultants will be invited to make presentations to the City Council.
6. The City Council will rank the firms in order of preference, and direct staff to begin negotiations with the top ranked consultant.
7. Staff will enter negotiations with the top ranked consultant. If the City and the consultant are unable to reach agreement, the City will enter negotiations with the next highest ranked consultant. The process continues until agreement is reached with a qualified consultant, or the City decides to re-issue the Request for Proposals.
8. The consultant will be required to sign the City's standard contract for professional services (attached).

Interested firms shall submit three bound copies and five electronic copies (CD/DVD) of their proposal to the City of Buellton Planning Department, 107 West Highway 246, P.O. Box 1819, Buellton, CA 93427, attention Marc Bierdzinski, City Manager. Proposals must be submitted no later than 4:45 p.m. on Monday, June 2, 2014. Postmarks are not accepted.

If you have any questions or require additional information, please contact:

- Marc P. Bierdzinski at (805) 688-5177, marcb@cityofbuellton.com.

s/Marc P. Bierdzinski
City Manager

ATTACHMENTS

- City standard contract

All City documents referenced in this RFP and the Buellton Municipal Code can be viewed on the City's website, www.cityofbuellton.com.

**AGREEMENT FOR _____ SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
(Insert Name of Company/Individual)**

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AGREEMENT FOR _____ SERVICES
BETWEEN
CITY OF BUELLTON
AND
(Insert Name of Company/Individual)

This AGREEMENT FOR _____ SERVICES BETWEEN THE CITY OF BUELLTON AND _____ ("AGREEMENT"), is made and entered into this ____ day of _____ 2014, by and among the City of BUELLTON a municipal corporation ("CITY") and _____ (*Insert "CONTRACTOR" or "CONSULTANT"*).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

(*Insert CONTRACTOR or CONSULTANT*) agrees to perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES/PROPOSAL" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

(*Insert CONTRACTOR or CONSULTANT*) shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. (*Insert CONTRACTOR or CONSULTANT*) shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay (*Insert CONTRACTOR or CONSULTANT*) the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed _____ DOLLARS (\$_____), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month (*Insert CONTRACTOR or CONSULTANT*) shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the (*Insert CONTRACTOR or*

CONSULTANT) to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, the original invoice shall be returned by CITY to (*Insert CONTRACTOR or CONSULTANT*) for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by (*Insert CONTRACTOR or CONSULTANT*) which are disputed by CITY, CITY will use its best efforts to cause (*Insert CONTRACTOR or CONSULTANT*) to be paid within thirty (30) days of receipt of (*Insert CONTRACTOR or CONSULTANT*) invoice.

(d) Payment to (*Insert CONTRACTOR or CONSULTANT*) for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by (*Insert CONTRACTOR or CONSULTANT*).

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of (*Insert CONTRACTOR or CONSULTANT*)'s work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept (*Insert CONTRACTOR or CONSULTANT*)'s work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise (*Insert CONTRACTOR or CONSULTANT*)'s work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of (*Insert CONTRACTOR or CONSULTANT*)'s work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by (*Insert CONTRACTOR or CONSULTANT*) in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the (*Insert CONTRACTOR or CONSULTANT*). Upon completion, expiration or termination of this AGREEMENT, (*Insert CONTRACTOR or CONSULTANT*) shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANTS BOOKS AND RECORDS.

(a) (*Insert CONTRACTOR or CONSULTANT*) shall maintain any and all documents and records demonstrating or relating to (*Insert CONTRACTOR or CONSULTANT*)'s performance of services pursuant to this AGREEMENT. (*Insert CONTRACTOR or CONSULTANT*) shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate

evaluation of the services provided by (*Insert CONTRACTOR or CONSULTANT*) pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at (*Insert CONTRACTOR or CONSULTANT*)'s address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of (*Insert CONTRACTOR or CONSULTANT*)'s business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. (*Insert CONTRACTOR or CONSULTANT*) shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY; whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under (*Insert CONTRACTOR or CONSULTANT*)'s exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of (*Insert CONTRACTOR or CONSULTANT*) or any of (*Insert CONTRACTOR or CONSULTANT*)'s officers, employees or agents, except as set forth in this AGREEMENT. (*Insert CONTRACTOR or CONSULTANT*) shall not at any time or in any manner represent that (*Insert CONTRACTOR or CONSULTANT*) or any of (*Insert CONTRACTOR or CONSULTANT*)'s officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither (*Insert CONTRACTOR or CONSULTANT*), nor any of (*Insert CONTRACTOR or CONSULTANT*)'s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY's employees. (*Insert CONTRACTOR or CONSULTANT*) expressly waives any claim (*Insert CONTRACTOR or CONSULTANT*) may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

(*Insert CONTRACTOR or CONSULTANT*) represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. (*Insert*

CONTRACTOR or CONSULTANT) shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, (*Insert CONTRACTOR or CONSULTANT*) shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of (*Insert CONTRACTOR or CONSULTANT*) under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

(*Insert CONTRACTOR or CONSULTANT*) shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. (*Insert CONTRACTOR or CONSULTANT*) shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of (*Insert CONTRACTOR or CONSULTANT*) to comply with this section.

SECTION 11. NONDISCRIMINATION.

Basic Provisions. In performing the Work, (*Insert CONTRACTOR or CONSULTANT*) agrees as follows:

(1) (*Insert CONTRACTOR or CONSULTANT*) will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. (*Insert CONTRACTOR or CONSULTANT*) will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. (*Insert CONTRACTOR or CONSULTANT*) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause.

(2) (*Insert CONTRACTOR or CONSULTANT*) will, in all solicitations or advertisements for employees placed by or on behalf of (*Insert CONTRACTOR or CONSULTANT*), state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

SECTION 12. UNAUTHORIZED ALIENS.

(Insert CONTRACTOR or CONSULTANT) hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.* as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should (Insert CONTRACTOR or CONSULTANT) so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, (Insert CONTRACTOR or CONSULTANT) hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) (Insert CONTRACTOR or CONSULTANT) covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder (Insert CONTRACTOR or CONSULTANT) 's performance of services under this AGREEMENT. (Insert CONTRACTOR or CONSULTANT) further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. (Insert CONTRACTOR or CONSULTANT) agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that (Insert CONTRACTOR or CONSULTANT) is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. (Insert CONTRACTOR or CONSULTANT) is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by (Insert CONTRACTOR or CONSULTANT) in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to (Insert CONTRACTOR or CONSULTANT). (Insert CONTRACTOR or CONSULTANT) shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) (Insert CONTRACTOR or CONSULTANT), its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided (Insert CONTRACTOR or CONSULTANT) gives CITY notice of such court order or subpoena.

(c) If (Insert CONTRACTOR or CONSULTANT), or any officer, employee, agent or subcontractor of (Insert CONTRACTOR or CONSULTANT), provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and

indemnity from (*Insert CONTRACTOR or CONSULTANT*) for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of (*Insert CONTRACTOR or CONSULTANT*)'s conduct.

(d) (*Insert CONTRACTOR or CONSULTANT*) shall promptly notify CITY should (*Insert CONTRACTOR or CONSULTANT*), its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent (*Insert CONTRACTOR or CONSULTANT*) or be present at any deposition, hearing or similar proceeding. (*Insert CONTRACTOR or CONSULTANT*) agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by (*Insert CONTRACTOR or CONSULTANT*). However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

INDEMNITY FOR PROFESSIONAL LIABILITY: When the law establishes a professional standard of care for (*Insert CONTRACTOR or CONSULTANT*)'s services, to the fullest extent permitted by law, (*Insert CONTRACTOR or CONSULTANT*) shall indemnify, defend and hold harmless CITY and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of (*Insert CONTRACTOR or CONSULTANT*), its officers, agents, employees or subconsultants (or any entity or individual for which (*Insert CONTRACTOR or CONSULTANT*) shall bear legal liability) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY: Other than in the performance of professional services and to the full extent permitted by law, (*Insert CONTRACTOR or CONSULTANT*) shall indemnify, defend and hold harmless CITY, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by (*Insert CONTRACTOR or CONSULTANT*) or by any individual or entity for which (*Insert CONTRACTOR or CONSULTANT*) is legally liable, including but not limited to officers, agents, employees or subcontractors of (*Insert CONTRACTOR or CONSULTANT*).

SECTION 16. INSURANCE.

(*Insert CONTRACTOR or CONSULTANT*) agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. (*Insert CONTRACTOR or CONSULTANT*) agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of (*Insert CONTRACTOR or CONSULTANT*) are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon (*Insert CONTRACTOR or CONSULTANT*) under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of (*Insert CONTRACTOR or CONSULTANT*)'s duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that (*Insert CONTRACTOR or CONSULTANT*), in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

(*Insert CONTRACTOR or CONSULTANT*) shall make every reasonable effort to maintain the stability and continuity of (*Insert CONTRACTOR or CONSULTANT*)'s staff assigned to perform the services required under this AGREEMENT. (*Insert CONTRACTOR or CONSULTANT*) shall notify CITY of any changes in (*Insert CONTRACTOR or CONSULTANT*)'s staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to (*Insert CONTRACTOR or CONSULTANT*). In the event such notice is given, (*Insert CONTRACTOR or CONSULTANT*) shall cease immediately all work in progress.

(b) (*Insert CONTRACTOR or CONSULTANT*) may terminate this AGREEMENT at any time upon thirty- (30) days written notice of termination to CITY.

(c) If either (*Insert CONTRACTOR or CONSULTANT*) or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either (*Insert CONTRACTOR or CONSULTANT*), or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either (*Insert CONTRACTOR or CONSULTANT*) or CITY, all property belonging exclusively to CITY, which is in (*Insert CONTRACTOR or CONSULTANT*)'s possession, shall be returned to CITY. (*Insert CONTRACTOR or CONSULTANT*) shall furnish to CITY a final invoice for work performed and expenses incurred by (*Insert CONTRACTOR or CONSULTANT*), prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that (*Insert CONTRACTOR or CONSULTANT*) is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue

compensating (*Insert CONTRACTOR or CONSULTANT*) for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the (*Insert CONTRACTOR or CONSULTANT*).

SECTION 21. EXCUSABLE DELAYS.

(*Insert CONTRACTOR or CONSULTANT*) shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of (*Insert CONTRACTOR or CONSULTANT*). Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES/PROPOSAL", shall be furnished to (*Insert CONTRACTOR or CONSULTANT*) in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

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

To:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of (*Insert CONTRACTOR or CONSULTANT*) represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind (*Insert CONTRACTOR or CONSULTANT*) to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the (*Insert CONTRACTOR or CONSULTANT*) and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and attached Exhibit "A", the terms and conditions of this AGREEMENT shall control. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any

provision of this AGREEMENT. Acceptance by CITY of any work or services by (*Insert CONTRACTOR or CONSULTANT*) shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between (*Insert CONTRACTOR or CONSULTANT*) and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

(Insert Name of Company/Individual)

.

By: _____

By: _____

Title: _____

Title: _____

CITY OF BUELLTON

APPROVED AS TO FORM:

By: _____
CITY MANAGER

Ralph Hanson, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL

***[NOTE: Scope of Services and (Insert CONTRACTOR or CONSULTANT)
Compensation is set forth in the letter from _____ - dated
_____, attached hereto and incorporated herein by this reference.
Total compensation shall not exceed \$_____.]***

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. (*Insert CONTRACTOR or CONSULTANT*) shall provide and maintain insurance, acceptable to the City Manager or City Council, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by (*Insert CONTRACTOR or CONSULTANT*), its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. (*Insert CONTRACTOR or CONSULTANT*) shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the (*Insert CONTRACTOR or CONSULTANT*) and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the (*Insert CONTRACTOR or CONSULTANT*)'s profession.

2. Minimum Limits of Insurance. (*Insert CONTRACTOR or CONSULTANT*) shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 5 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the CITY FINANCE DIRECTOR.

2. General Liability Accident -- Mobile Liability Rates.

(1) CITY and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities (*Insert CONTRACTOR or CONSULTANT*) performs; products and completed operations of (*Insert CONTRACTOR or CONSULTANT*); premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by (*Insert CONTRACTOR or CONSULTANT*). The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) (*Insert CONTRACTOR or CONSULTANT*)'s insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, (*Insert CONTRACTOR or CONSULTANT*) 's insurance.

(3) (*Insert CONTRACTOR or CONSULTANT*)'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by (*Insert CONTRACTOR or CONSULTANT*).

C. Other Requirements. (*Insert CONTRACTOR or CONSULTANT*) agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that (*Insert CONTRACTOR or CONSULTANT*) furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. *(Insert CONTRACTOR or CONSULTANT)* shall furnish certificates and endorsements from each subcontractor identical to those *CONSULTANT* provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the *(Insert CONTRACTOR or CONSULTANT)* shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit *(Insert CONTRACTOR or CONSULTANT)*'s liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

CITY OF BUELLTON

June 02, 2014



Request for Proposals for Architectural Design Services for the City of Buellton

Prepared by:



KRUGER BENSEN ZIEMER ARCHITECTS, INC.
30 WEST ARRELLAGA STREET SANTA BARBARA, CA 93101
PHONE (805) 963-1726 FAX (805) 963-2951
www.kbzarch.com info@kbzarch.com



June 02, 2014

Mr. Marc P. Bierdzinski, City Manager
City of Buellton
107 West Highway 246
Buellton, CA 93427

Dear Mr. Bierdzinski and Members of the Selection Committee,

Kruger Bensen Ziemer Architects, Inc. (KBZ) is pleased to provide this response to your Request for Proposals for Architectural Design Services for the City of Buellton. KBZ has over 50 years of experience providing professional design services to numerous Public Works clients throughout the Tri-Counties. We offer you our vast experience, design expertise, a thorough approach, and a record of timely delivery of services.

KBZ focuses on creative solutions, project specifics, and relationships. Our team building efforts rely on our relationship with our clients, staff, consultants, governmental agencies, inspectors, and contractors. Our reputation is built on our commitment to keeping clients happy and informed. KBZ does not work in a vacuum, but rather in an interdisciplinary team that emphasizes clear communication, verbally as well as graphically in order to keep our projects successful.

KBZ will team up with the Landscape Architecture firm, Earthform Design, to complete our design review consulting team. KBZ and Earthform have worked together on numerous projects. Both our firms profess a common design philosophy: client service, design excellence, and detailed construction documentation.

I, Steve Dowty, would be the individual leading the project team. If you have any questions regarding our firm or would like additional information, please contact me directly. I can be reached at (805) 963-1726 or via e-mail at steved@kbzarch.com. I highly encourage you to contact our references regarding our commitment to our clients.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Steve Dowty', written in a cursive style.

Steve Dowty, AIA
CFO/ Principal - KBZ Architects

KRUGER BENSEN ZIEMER ARCHITECTS, INC.

30 W. Arrellaga St. Santa Barbara, CA 93101 Tel. 805.963.1726 Fax 805.963.2951
www.kbzarch.com info@kbzarch.com

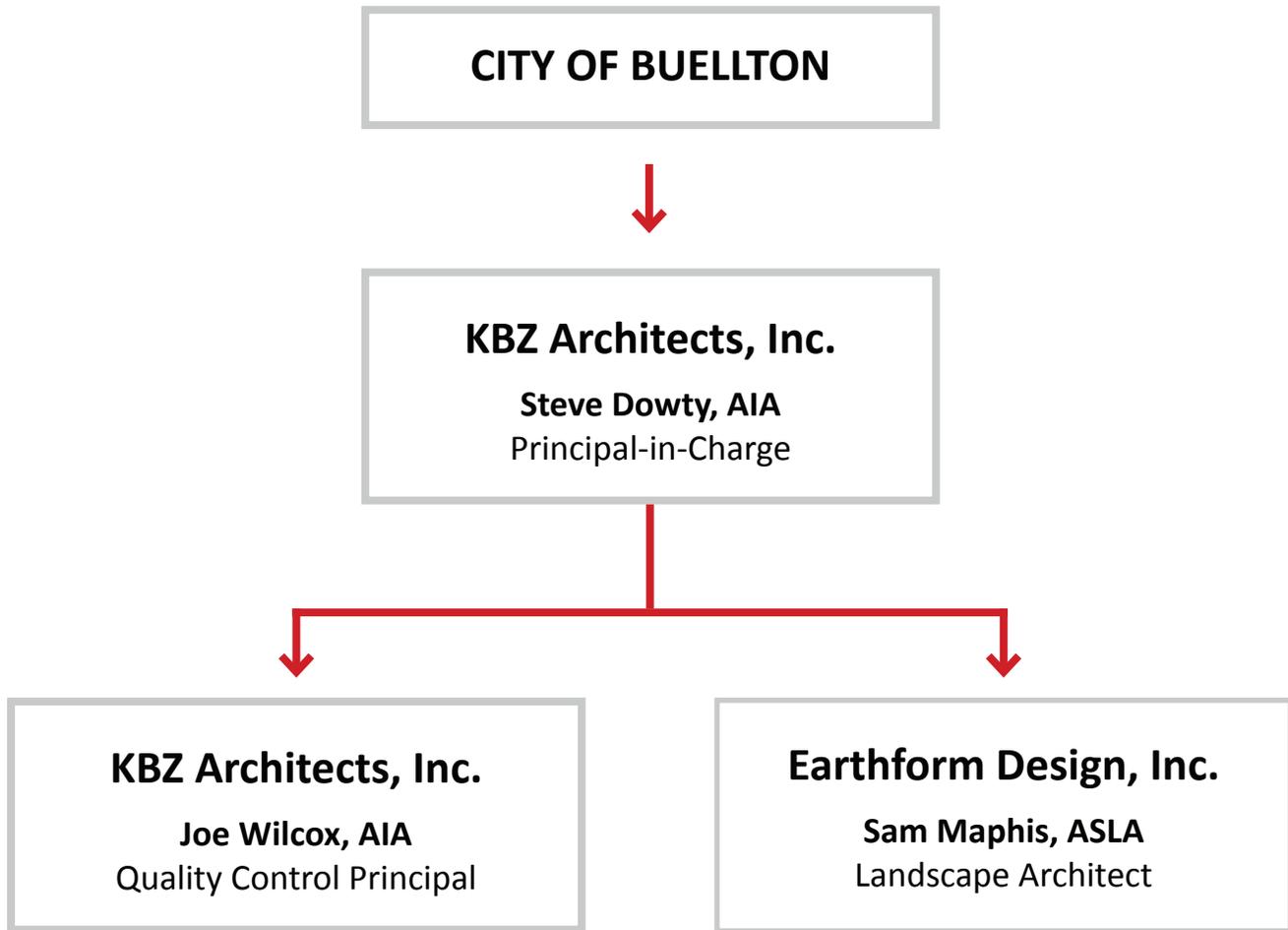


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ORGANIZATIONAL CHART/ PROPOSED TEAM ROLES



STEVEN E. DOWTY, AIA*Principal Architect - Kruger Bensen Ziemer Architects, Inc.*

Steve Dowty joined Kruger Bensen Ziemer Architects in 1977 and was made a partner in 1984. Steve is a licensed architect with experience in all phases of architectural services. He has served as Principal-in-Charge of many types of projects.

YEARS EXPERIENCE

35 years with KBZ

EDUCATION

Bachelor of Architecture, 1975
California Polytechnic State University
San Luis Obispo, CA

ACTIVE REGISTRATION

Architect No. C-11153 State of California, 1980

AFFILIATIONS

American Institute of Architects (AIA)

SELECT PROJECTS

National Disaster Search Dog Foundation

- National Training Center

College of the Canyons

- New Fire Training Center
- Master Plan, Including Schematic Design for Future Facilities
- Hasley Hall
- Administration / Student Services Building
- Canyon Country Campus - Master Plan and Interim Campus
- Valencia Campus 2007-2012 Master Plan
- Canyon Country Campus 2007-2012 Master Plan
- South Central Plant Conversion to Cogeneration Plant
- Canyon Country Campus – Interim Campus Reconstruction
- Mentry Hall Third Floor Remodel
- Cafeteria Remodel

St. Vincent's, Santa Barbara

- Master Plan

Devereux, Santa Barbara Center

- Master Plan
- Campus Infrastructure Upgrade
- Four Residential Cottages
- Education Buildings

Ventura College

- Learning Resources Center
- Student Services Building
- Math and Science Complex

West Valley College

- Science and Mathematics Building Addition

Evergreen Valley College

- Biology Nursing Buildings

Allan Hancock College

- Academic Resource Center Renovation & Addition
- Student Center Remodel and Addition
- Humanities Complex

JOE S. WILCOX, AIA*Principal Architect - Kruger Bensen Ziemer Architects, Inc.*

Joe Wilcox has lead several City projects that require detailed evaluations of existing building systems. Joe has extensive experience with modernization projects which requires clear leadership in order to draft the several engineering consultants. Joe's knowledge of the building systems integrated with his respect for the design makes him the right choice for leading this project. Joe's experience has taught him which issues require the most attention and how to meet important milestones along the way. Joe's best attribute is the ability to communicate clearly with the entire project team and to keep the goal of an excellent final product that everyone can be proud of.

YEARS EXPERIENCE

39 years

EDUCATION

Masters in Environmental Planning, December 1981
 School of Architecture, Arizona State University
 Tempe, AZ

Bachelor of Architecture, 1975 - Honors
 California Polytechnic State University
 San Luis Obispo, CA

ACTIVE REGISTRATION

Architect No. C-9808, State of California, 1978

AFFILIATIONS

American Institute of Architects (AIA)

SELECT PROJECTS

City of Santa Barbara

- Fire Station No.1 Renovation
- Administration Office Building Remodel
- Carrillo Recreation Center Rehabilitation
- Cabrillo Pavilion Arts Center and Bathhouse Facility Assessment
- Cater Water Treatment Facility Expansion
- Ortega Water Treatment Facility Expansion

City of Santa Barbara Housing Authority

- Miradero Housing
- Presidio Springs Housing for the Elderly
- Shifco- 107 Unit

City of San Luis Obispo

- 108-Unit Judson Terrace Homes

City of Goleta

- Council Chambers Remodel

Montecito Fire District

- New Headquarters and Fire Station

County of Santa Barbara

- Sheriff Administration Building Addition

Vandenberg Air Force Base

- New Fire Station

Lobero Theatre

- Lobero Theatre Renovation



Earthform Design Landscape Architects Profile and Biography

Principal: Sam W. Maphis IV, ASLA
Professional Landscape Architect
State of California License # 2703
President; Earthform Design Inc.

Professional Affiliations:

- California Licensed Landscape Architect 1987 to Present, Cal. #2703
- Member-American Society of Landscape Architects, ASLA, 1988
- Vice Chair-Architectural Board of Review, Hope Ranch Association, 18 years
- Member-Architectural Review Committee for the Montecito Association, 6 years
- Chair-Montecito Board of Architectural Review, County of SB, 10 years

Education: 1978 - B.L.A. Degree in Landscape Architecture and Environmental Planning (LAEP) from Utah State University, Logan, Utah

Earthform Design, Inc.

Earthform Design is a professional landscape architectural services firm specializing in master land planning, commercial, urban, and residential site-design. We have over 30 years of experience working with numerous state and local agencies in the State of California and other Western states. Earthform Design has extensive experience in the design and site planning of numerous institutional, schools, mixed use, LEED Certified, and single family projects. EFD prides itself on its award-winning design successes often utilizing sustainable and low-maintenance design themes.

With a concentration of projects in the Santa Barbara and Central California area, Earthform Design has utilized the inherent variety of climatic and geographic conditions to provide both classical and contemporary design themes to a broad client base in the residential, commercial, and public sectors. These projects have presented a unique selection of design and installation opportunities including grand estate restoration, golf and tennis resorts, wineries, public parks, sport fields, urban renewal projects, private ranches and numerous school district projects.

**FIRM/ TEAM'S EXPERIENCE****Current Municipal Projects:**

- City of Santa Barbara, Cabrillo Bathhouse Facilities Assessment*
- City of Santa Barbara, Cater Water Treatment Plant
- City of Santa Barbara, Ortega Water Treatment Plant
- City of Goleta, New Fire Station Number Ten
- City of Goleta, Break Room Renovation

Completed (within five years) Municipal Projects:

- City of Santa Barbara, Fire Station Number One Renovation, 2009
- City of Santa Paula, Santa Paula Historic Train Depot Restoration and Mill Rehabilitation, 2009
- City of Santa Barbara, Carrillo Recreation Center Rehabilitation, 2011
- City of Santa Barbara, Administration Office Building for the Santa Barbara Fire Department Remodel, 2011*
- City of Lompoc, Dick DeWees Community and Senior Center Renovation, 2012
- City of Goleta, Council Chambers Remodel, 2014

Other Relevant Projects:

- National Disaster Search Dog Foundation, New National Training Center, Santa Paula, CA*

* *Relevant projects KBZ has worked on with Sam Maphis from Earthform Design.*

Additionally, Sam Maphis and Steve Dowty served concurrently for ten years on the Hope Ranch Park Homes Association's Board of Architectural Review.

Key Staff: If selected, the proposed staff members: Steve Dowty, Joe Wilcox, and Sam Maphis, will not be changed during the course of this project, without the City's concurrence or direction.

**REFERENCES**

Client Name: County of Santa Barbara
Contact Person: Mr. Salud Carbajal, First District Supervisor
Address: 105 E. Anapamu Street
Santa Barbara, CA 93101
Phone: (805) 568-2186
E-Mail: supervisorcarbajal@sbcbos1.org

Client Name: County of Santa Barbara
Contact Person: Ms. Dianne Black, Assistant Planning Director
Address: 123 East Anapamu Street
Santa Barbara, CA 93101
Phone: (805) 568-2086
E-Mail: dianne@co.santa-barbara.ca.us

Client Name: Hope Ranch Association
Contact Person: Mr. Jim Trebbin, General Manager
Address: 695 Via Tranquila
Santa Barbara, CA 93110-2229
Phone: (805) 967-2376
E-Mail: JTrebbin@lacumbrewater.com

Client Name: Pearl Chase Society
Contact Person: Ms. Sue Adams, Board Member/ Secretary
Address: P.O. Box 92121
Santa Barbara, CA 93190
Phone: (805) 450-4992
E-Mail: sbsueadams@gmail.com



DESIGN REVIEW SERVICES

A Design Review normally consists of three reviews: Concept, Preliminary and Final. We review the exterior architecture for size, bulk and scale, and compatibility with neighboring buildings and open space. If height relationships are needed, beyond what is clearly evident from the plans, we will recommend the erection of story poles. We would then look at photographs to evaluate the poles at high and low points of the roof or walls.

We would not spend review time for zoning or code issues, unless otherwise directed by the City. We would however, offer recommendations for any requested modifications.

Exterior materials and colors would be reviewed for appropriateness. Location of wall openings, architectural proportions and quality of detailing relative to a particular style, would be included in our building review. Lighting of the building and site would be considered for effects of glare on neighboring properties.

Site review would include hardscape and plant materials, scale and massing of open spaces, site fences and walls, existing tree provisions, drainage devices, creek set-backs, solar exposure, and overall impact of grading. Landscaping with adequacy of irrigation would be included. Appropriate types of plants, spacing, future growth, color, and texture would be considered in our review.

The deliverables would consist of marked-up drawings and written information, if required. Our suggested changes would be done in summary form. Our goal is not to re-design a project, but to give advice on which areas should be re-studied and the reasons why.



METHOD OF ADJUSTING FEES

Fees would be adjusted upwards if a more comprehensive review, than stated in description of design services, is requested. This would include items such as: traffic and parking design; any item which includes calculations; lengthy descriptions of plan omissions; researching other projects as examples of better design; and personal appearances before the planning commission and/ or City Council, etc.

Fees would be adjusted downwards if certain items listed under design review services are requested to not be reviewed.

After a preliminary perusal of the plans, KBZ will alert the City to potential items that result in upward or downward adjustment of fees.



DESIGN REVIEW COMMENTS

KBZ Architects can confirm our ability for a three week turn-around time for design review comments on any and all projects.

Turn-around time will be **less** for concept reviews or re-submittal reviews, which are not extensive.

**SCHEDULE OF HOURLY RATES**

Proposed Fees for Professional Services: For very large projects, KBZ will provide a not-to-exceed price with a breakdown of tasks and labor.

KBZ Architects 2014 Hourly Rates

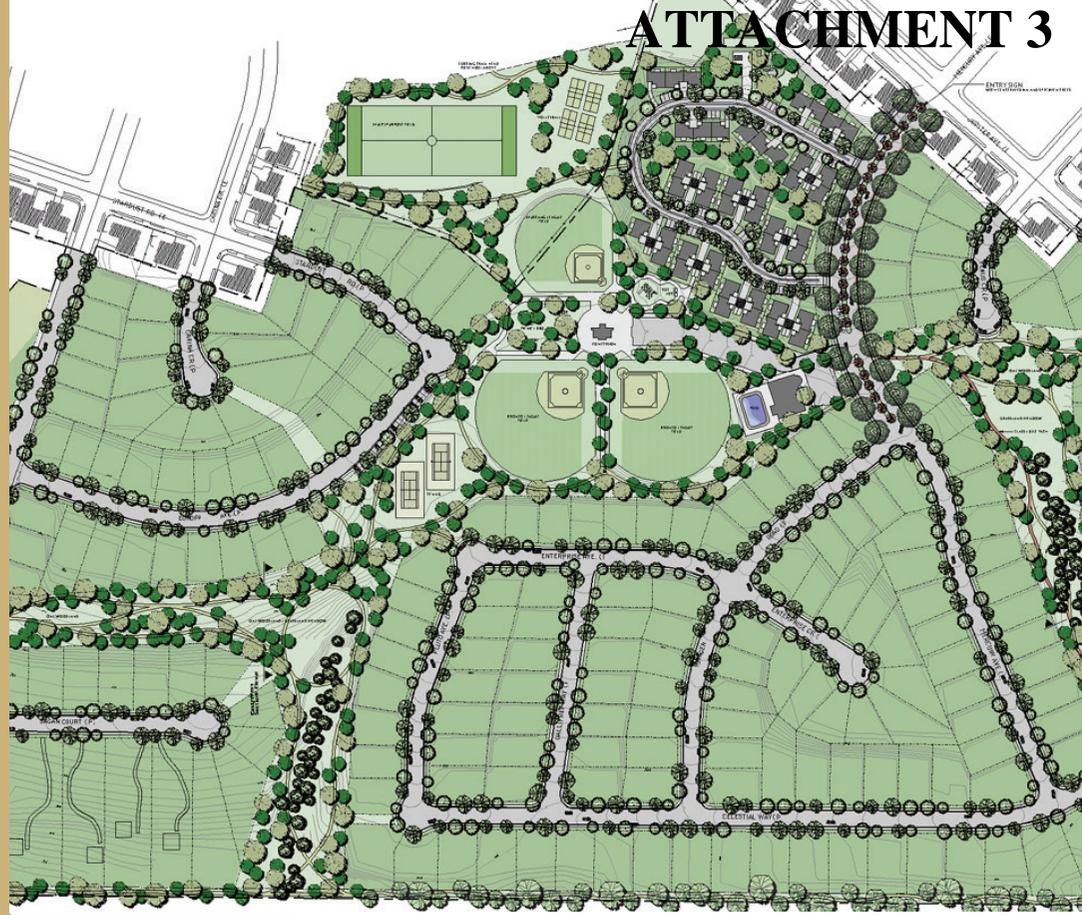
Principal	\$175.00
Project Architect	\$150.00
Project Manager/ Designer	\$135.00
Interior Designer	\$125.00
CADD Operator/ Draftsperson	\$110.00
Clerical	\$ 85.00

Effective January 1st, 2014

Reimbursable expenses will be billed at cost plus 15%

Earthform Design 2014 Hourly Rates

Principal Architect	\$150.00
Senior Design Associate	\$135.00
Design Associate	\$100.00
CAD Drafting and Design	\$ 85.00
Administrative and Accounting	\$ 55.00



CITY OF BUELLTON

ARCHITECTURAL DESIGN
REVIEW SERVICES

JUNE 2, 2014





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PROJECT TEAM

Contact Info

Main Hangar
3203 Lightning Street #201
PO Box 528
Santa Maria, CA 93456
P: (805) 928.5002

Years in Business

14

RAVATT ALBRECHT & ASSOCIATES

Founded in 1999, Ravatt Albrecht & Associates, Inc. is a multi-discipline design firm providing Architecture, Interior Design, Electrical Engineering, Mechanical Engineering, and Plumbing Design to both the public and private sector. We are known for our commitment to meeting schedules and budget and for our dedication to meeting our clients' needs.

At Ravatt Albrecht & Associates, our success on a project not only lies in our clients' satisfaction, but also in our commitment to responsible design. By being as economically, environmentally, and socially responsible as possible, we provide communities with not just a better building, but a better environment and a better experience.

PLEINAIRE DESIGN GROUP

PleinAire Design Group is a Landscape Architectural firm located on the Central Coast of California. Kevin Small began the firm in Santa Maria in 1990 and since then has been providing professional services for architects, engineers, developers and residential clients. The firm provides a full range of Landscape Architectural Services, Water Management, Arborist Consulting and Landscape Management. Our experience includes custom residential, commercial, public works and planned communities with additional experience in plant appraisals, habitat restoration and drought tolerant and native plants.

We have over 20 years of experience throughout California, covering a wide range of project types and locations. We meet our clients' needs in a timely manner and on budget, while at the same time providing creative solutions to their individual projects.

Contact Info

2615 Skyway Drive, Suite B
Santa Maria, CA 93455
P: 805.349.9695

Years in Business

20+

PROJECT TEAM



GREGORY RAVATT, AIA, CCIDC

Ravatt Albrecht & Associates, Inc.

A licensed architect and contractor, Greg has a unique blend of visionary thinking and down-to-earth implementation that allows him to design buildable, beautiful structures. Known for his conceptual sketching, he quickly provides clients with visual images of design alternatives. Greg also has years of experience on both sides of the review process: He regularly presents design projects to community and governmental decision-making bodies, helping attendees envision their future project. And he has reviewed thousand of projects during his 16 year tenure on the Santa Barbara County Board of Architectural Review (BAR). As a member of the BAR, Greg has proven himself to be an active advocate for architecture on California's Central Coast, particularly for sustainable building techniques.

SANTA BARBARA COUNTY BAR EXPERIENCE

Partial Listing:

- Rice Ranch, Orcutt, CA
- Orcutt Union Plaza, CA
- Santa Barbara Ranch, Santa Barbara
- Rancho Maria Estates, Orcutt, CA
- Terrace Ranch, Orcutt, CA
- Orcutt Market Place, CA
- Santa Barbara Shores, CA
- Las Brisas at Moore Mesa
- Miramar Hotel, Santa Barbara, CA
- Dunn School, Los Olivos

OTHER PROJECT EXPERIENCE

Partial Listing:

Commercial

- Elks Lodge, Atascadero, CA
- La Aldea Historic District Residential and Retail Mixed Use Project, Santa Barbara, CA
- Morro Shores Inn & Suites, Morro Bay, CA
- Park Avenue Multi-Family Residential and Retail Mixed-Use Project, Orcutt, CA

Multi-Family Residential

- Agave Court, Santa Barbara, CA
- La Aldea, Santa Barbara, CA
- Providence Landing Master Planned Community, Lompoc, CA
- River Terrace Master Planned Community, Lompoc, CA
- Rockview Duplexes, Morro Bay, CA
- Santa Ysabel Bungalow Court, Atascadero, CA

ROLE

Architect

YEARS OF EXPERIENCE

25 Years

REGISTRATIONS

California Licensed Architect,
No. 20808, 1989
California Certified Interior Designer,
No. 2671, 1990
California Licensed Contractor,
No. 516675, 1987

EDUCATION

Bachelor of Architecture, California Polytechnic
State University, San Luis Obispo, CA, 1986

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
1990-present
County Board of Architectural Review, Santa
Barbara, CA, 1998-2006
North County Board of Architectural Review,
Santa Barbara, CA, 2006-present

KEVIN J. SMALL, LANDSCAPE ARCHITECT/ARBORIST

REGISTRATION

Registered Landscape Architect -
California LA2929

Certified Arborist - International Society of
Arboriculture WE-3337A

Registered Landscape Contractor -
California 872414

PROFESSIONAL AFFILIATIONS

No. Santa Barbara County Board of
Architectural Review - Chairman

Santa Maria Valley YMCA - Board of
Directors

Santa Barbara County Parks Foundation -
Board of Directors

Guadalupe Dunes Center Advisor

EDUCATION

Bachelor of Landscape Architecture
California Polytechnic State University
San Luis Obispo

University of the Thames
London, England

Technical University of Munich
Munich, Germany

AWARDS & PUBLICATIONS

Congressional Business Conservation
Award

Santa Maria Valley Beautiful Awards

Tennis Court Design - National Tennis
Court Contractors Assn.

Xeriscape Design - Southern California
Landscape Contractors Assn.

Architectural Digest - Private Residence,
Los Angeles

Global Architecture - Private Residence,
Los Angeles

Sunset Books - Pools and Spas

Architectural Leaders Today

With 28 years of experience and 23 years in his own firm, Kevin provides a background of experience and oversees all projects from schematic design to construction administration. His knowledge encompasses residential community planning, commercial and public projects and single family residences throughout California. Additional experience includes work in native plant and habitat restoration, xeriscape planting and water management.

EXPERIENCE

Briar Creek Park, Lompoc
North Preisker Ranch Park, Santa Maria
River Oaks Park, Santa Maria
Westgate Ranch Park, Santa Maria
River Oaks School, Santa Maria
North Preisker Ranch School, Santa Maria
Buena Vista Park Renovation, Santa Maria
Playground Renovations, Lompoc Unified School District (9 sites)
Ballfield Renovations, Santa Maria-Bonita School District (4 sites)
Storke Field Renovation, UC Santa Barbara
Allan Hancock College Renovations, Santa Maria
Port Hueneme NAS Youth Center
Lemoore NAS Youth Center
Lemoore NAS Security Upgrades
Washington Mutual Bank Facilities, 20 sites throughout California
Lompoc Hospital
Mission Hope Cancer Center, Santa Maria
Santa Maria Town Center Mall Expansion
Kohl's Shopping Center, Santa Maria
Santa Maria Research Park
Orcutt Union Plaza
La Quinta Ranch, San Luis Obispo
El Potrero Business Park, Santa Maria
Betteravia Business Plaza, Santa Maria
Montalvo Square, Ventura
Beachwalk Resort Hotel, Pismo Beach
Hadsten House Hotel, Solvang
Solvang Outlet Mall
Niner Wine Estates, Paso Robles
Santa Rita Hills Wine Center, Lompoc
Santa Maria Main Fire Station
Religious Studies Center, Vandenberg AFB
Santa Maria Botanical Garden Master Plan
Santa Maria Valley YMCA Master Plan
Santa Maria Valley YMCA Family Park
Morro Cove Monarch Butterfly Habitat, Morro Bay
Skyway Drive Bike Trail, Santa Maria
Santa Maria River Levee Bike Trail
Orcutt Creek Multipurpose Trail
Rice Ranch, Orcutt
Jensen's Crossing County Park, Orcutt
Cobblestone Creek County Park, Orcutt
Stonegate Community Park, Orcutt

PLEINAIRE
DESIGN GROUP



RELATED EXPERIENCE

As a member of the Santa Barbara County Board of Architectural Review (BAR) for 16 years, Greg Ravatt had the opportunity to work with staff planning, planning consultants and the community on several Santa Barbara County Community Guidelines. During his tenure, Greg served as Chair and Co-chair of the Santa Barbara County BAR and had the opportunity to review many large-scale projects and oversaw the Board on the review of many community guideline updates. Design input provided by the BAR included character development, appropriate design styles, materials, details, signage and landscape.

The following is a partial listing of community guidelines reviewed while Greg was a member of the BAR:

- Orcutt Design Guidelines
- Los Alamos Bell Street Guidelines
- Summerland Design Guidelines
- Goleta Design Guidelines (pre-Incorporation)
- Santa Ynez Signage Design
- Los Olivos Design Guidelines

The following is a partial listing of significant projects reviewed for design guideline conformance while Greg was a member of the BAR:

- Rice Ranch, Orcutt, CA
- Orcutt Union Plaza, CA
- Santa Barbara Ranch, Santa Barbara, CA
- Rancho Maria Estates, Orcutt, CA
- Terrace Ranch, Orcutt, CA
- Orcutt Market Place, CA
- Santa Barbara Shores, CA
- Las Brisas at Moore Mesa
- Miramar Hotel, Santa Barbara, CA
- Dunn School, Los Olivos, CA

RELATED EXPERIENCE



LA ALDEA LIVE/WORK TOWNHOMES, SANTA BARBARA, CA

Ravatt Albrecht & Associates designed five 1,616 sf, three-story, live/work townhomes with the busy professional in mind. This award-winning project includes office space with a semi-private entrance at street level, living quarters in the above two stories, and parking behind the units.

AWARDS

Pacific Coast Builders Conference, Golden Nugget Award of Merit for Design Excellence, 2007





RELATED EXPERIENCE



PROVIDENCE LANDING MASTER PLANNED COMMUNITY, LOMPOC, CA

Ravatt Albrecht & Associates designed this new, 284-home community that is made up of 80% single-family residences and 20% multi-family residences. Work included developing a master plan with landscape areas consistent with the surrounding habitats of oak woodland, chaparral range, and riparian corridors. wildlife corridors run from North to South and from East to West; water flows along the corridors to recharge basins that revitalize groundwater using surface run-off; and roads travel along the contours of the site to reduce traffic.

The neighborhood incorporates “porch neighborhoods” and places an emphasis on recreation and community. Multi-family housing makes up 20 percent of the neighborhood; the central park consists of a 6,000 sf with recreation building, pool, three baseball fields, a multi-purpose field for soccer and football, two tennis courts, four volleyball courts, a tot play area, and walking and cycling trails; and space for a future interpretive center was planned at the Burton Mesa Chaparral Trailhead.



REFERENCES

GREG RAVATT'S REFERENCES

John Karamitsos, Supervising Planner
Development Review, North County of Santa Barbara
Tel: (805) 934-6250

Gary Kaiser
Rincon
1530 Monterey Street, Ste. D
San Luis Obispo, CA, 93401
Tel: (805) 547-0900

KEVIN SMALL'S REFERENCES

Mrs. Analise Merlo
County of Santa Barbara
624 W. Foster Rd.
Santa Maria, CA 93455
Tel: (805) 934-6250
Email: analise@co.santa-barbara.ca.us

Mrs. Laurice Tamura
Urban Planning Concepts
2624 Airpark Dr.
Santa Maria, CA 93455
Tel: (805) 934-5760
Email: ltamura@urbanplanningconcepts.com



SCOPE OF SERVICES

Architectural review will be performed by Greg Ravatt, AIA, a licensed Architect with 30 years of experience and 16 years of Architectural Review Board experience. Landscape Design will be performed by Kevin Small, a Licensed Landscape Architect with 7 years of Architectural Review Board experience.

PROCESS FOR ARCHITECTURAL REVIEW *

1. Documents are reviewed for completeness.

An overall review of the documents is performed to identify any obvious omissions or mistakes.

2. Review of the site design, including: parking, grading, drainage, and landscape.

This step is performed to identify common errors that conflict with the design. For example, if the grading is wrong or incomplete the architect may not realize that the building needs to step up in height to conform to the site, which may negate the design review.

3. Review the project's architectural elements for overall quality and conformance with design guidelines.

The intended building style is reviewed to evaluate if the materials, details, forms, are compatible. Also, there is also a wide variation in design interpretation in style classifications. For example, Mission Revival includes subsets such as Spanish Colonial, Pueblo, or Rancho. A dialog should be established to discuss allowed variations of the primary identified styles.

4. Evaluate massing, façade balance, details and materials compatibility.

It is appropriate to evaluate the design with an eye for constructability. The design review is not intended to "gold plate" each project but to develop a compatibility context that will create a cohesive character over time. Therefore, it is important to consider simplicity if that is what the designer and owner intend. Often material selection or color manipulation will create an acceptable compatibility with the guidelines.

PROCESS FOR LANDSCAPE REVIEW*

1. Review of plans for plant compatibility, planting density, irrigation design, and water usage.

The micro-climates and soil types often dictate what plants will succeed over time. Landscape design review will ensure proper plant selection for the local climate zone.

*All design review comments will be submitted in three weeks or less.



HOURLY RATES

RAVATT ALBRECHT & ASSOCIATES, INC.

Employee Rates	(\$/hr)
Principal Architect	150.00
Professional Architect / Project Manager	150.00
Senior Designer	110.00
Designer	95.00
Principal Engineer	150.00
Professional Engineer Electrical	150.00
Professional Engineer Mechanical	110.00
Senior CAD	85.00
Drafting/CAD/Clerical	75.00

Mileage Rate (Reimbursable) .70 Mile

Reproduction Costs (Reimbursable)

Copies	\$.20 (8 ½ x 11)
		.25 (8 ½ x 14)
Transparencies		1.00 (8 ½ x 11)
Blueprints		2.50 (24 x 36)
		4.00 (30 x 42)
Mylar Prints		25.00 (24 x 36)
		43.75 (30 x 42)
CAD Plots Bond Paper		5.00 (11 x 17)
		8.00 (24 x 36)
		10.00 (30 x 42)
Color Glossy Paper		15.00 (24 x 36)
		20.00 (30 x 42)
Typesetting, Graphics, Printing		Actual Invoice plus 15%

Consultant Fees (Reimbursable)

The fees charged by all consultants used by our company will be charged at the actual cost plus 15% to cover overhead and administrative expenses.

Billing and Payments

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation. Interest payments at the rate of 1 ½% per month will be charged on balances which are more than 30 days past due.

HOURLY RATES



PLEIN AIRE DESIGN GROUP RATES

PROFESSIONAL QUALIFICATIONS:

- CA Registered Landscape Architect 2929
- American Society of Consulting Arborists
- ISA Certified Arborist WE-7333A
- CLIA Certified Landscape Irrigation Auditor
- CA C-27 Contractors License 872414

PROFESSIONAL FEES:

Landscape Architect	\$135.00 per hour
Landscape Architect	\$150.00/\$300.00 per hour (professional expert/deposition-court time)
Arborist	\$135.00 per hour
Arborist	\$150.00/\$300.00 per hour (professional expert/deposition-court time)
3-D, Graphics, Renderings	\$ 95.00 per hour
Project Manager	\$ 95.00 per hour
Irrigation Designer	\$ 85.00 per hour
Draftsman	\$ 85.00 per hour
Clerical	\$ 75.00 per hour

INSURANCE COVERAGE:

Professional Liability Insurance	\$ 1,000,000.00
General Liability	\$ 2,000,000.00
Auto	\$ 1,000,000.00
Workers Compensation	\$ 1,000,000.00

PLEINAIRE
DESIGN GROUP



INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 7/22/2013
PRODUCER KRAFT INSURANCE BROKERAGE 4340 Redwood Highway, F-142 San Rafael, CA 94903 (415) 507-9074		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE
INSURED Ravatt Albrecht & Associates R A & Associates P.O. Box 528 Santa Maria, CA 93456-0528		
INSURER A: Liberty Insurance Underwriters		
INSURER B: Travelers Insurance Company		
INSURER C: Hartford Accident & Indemnity		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680 645D580A	7/7/13	7/7/14	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	680 645D580A	7/7/13	7/7/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CUP6202Y740	7/7/13	7/7/14	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECEU4980	8/13/12	8/13/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	AEA101500-0001	7/22/13	7/22/14	\$2,000,000 per claim \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

For informational Purposes Only

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
To Whom It May Concern		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <input checked="" type="checkbox"/> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

RAVATT ALBRECHT & ASSOCIATES

Main Hangar
3203 Lightning Street #201
PO Box 528
Santa Maria, CA 93456
PH: 805.928.5002
FAX: 805.928.0195



**AGREEMENT FOR ARCHITECTURAL DESIGN REVIEW SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
RAVATT ALBRECHT & ASSOCIATES INC.**

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**AGREEMENT FOR PLANNING SERVICES
BETWEEN
CITY OF BUELLTON
AND
RAVATT ALBRECHT & ASSOCIATES INC.**

This AGREEMENT FOR ARCHITECTURAL DESIGN REVIEW SERVICES BETWEEN THE CITY OF BUELLTON AND RAVATT ALBRECHT & ASSOCIATES INC. ("AGREEMENT"), is made and entered into this 26th day of June 2014, by and among the CITY OF BUELLTON a municipal corporation ("CITY") and RAVATT ALBRECHT & ASSOCIATES INC. ("*CONSULTANT*").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended on a yearly basis upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES" and made a part of this AGREEMENT. The PLEINAIRE DESIGN GROUP will be a subconsultant to the *CONSULTANT* for landscape design review as noted in the June 2, 2014, proposal included with Exhibit A.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. *CONSULTANT* shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay *CONSULTANT* the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT.

(b) Each month *CONSULTANT* shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the *CONSULTANT* to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to

the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, the original invoice shall be returned by CITY to *CONSULTANT* for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by *CONSULTANT* which are disputed by CITY, CITY will use its best efforts to cause *CONSULTANT* to be paid within thirty (30) days of receipt of *CONSULTANT* invoice.

(d) Payment to *CONSULTANT* for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by *CONSULTANT*.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of *CONSULTANT*'s work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept *CONSULTANT*'s work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise *CONSULTANT*'s work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of *CONSULTANT*'s work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by *CONSULTANT* in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the *CONSULTANT*. Upon completion, expiration or termination of this AGREEMENT, *CONSULTANT* shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANTS BOOKS AND RECORDS.

(a) *CONSULTANT* shall maintain any and all documents and records demonstrating or relating to *CONSULTANT*'s performance of services pursuant to this AGREEMENT. *CONSULTANT* shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by *CONSULTANT* pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying

when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at *CONSULTANT's* address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of *CONSULTANT's* business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) *CONSULTANT* is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. *CONSULTANT* shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY; whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of *CONSULTANT* shall at all times be under *CONSULTANT's* exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of *CONSULTANT* or any of *CONSULTANT's* officers, employees or agents, except as set forth in this AGREEMENT. *CONSULTANT* shall not at any time or in any manner represent that *CONSULTANT* or any of *CONSULTANT's* officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither *CONSULTANT*), *CONSULTANT's* officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY's employees. *CONSULTANT* expressly waives any claim *CONSULTANT* may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. *CONSULTANT* shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, *CONSULTANT* shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of *CONSULTANT* under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. *CONSULTANT* shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of *CONSULTANT* to comply with this section.

SECTION 11. NONDISCRIMINATION.

Basic Provisions. In performing the Work, *CONSULTANT* agrees as follows:

(1) *CONSULTANT* will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. *CONSULTANT* will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. *CONSULTANT* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause.

(2) *CONSULTANT* will, in all solicitations or advertisements for employees placed by or on behalf of *CONSULTANT*, state that all qualified applicants will receive consideration for employment without regard to race creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.* as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should *CONSULTANT* so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, *CONSULTANT* hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) *CONSULTANT* covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder *CONSULTANT*'s performance of services under this AGREEMENT. *CONSULTANT* further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. *CONSULTANT* agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that *CONSULTANT* is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. *CONSULTANT* is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by *CONSULTANT* in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to *CONSULTANT*. *CONSULTANT* shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) *CONSULTANT*, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided *CONSULTANT* gives CITY notice of such court order or subpoena.

(c) If *CONSULTANT*, or any officer, employee, agent or subcontractor of *CONSULTANT*, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from *CONSULTANT* for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of *CONSULTANT*'s conduct.

(d) *CONSULTANT* shall promptly notify CITY should *CONSULTANT*, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent *CONSULTANT* or be present at any deposition, hearing or similar proceeding. *CONSULTANT* agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by *CONSULTANT*. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

INDEMNITY FOR PROFESSIONAL LIABILITY: When the law establishes a professional standard of care for *CONSULTANT*'s services, to the fullest extent permitted by law, *CONSULTANT* shall indemnify, defend and hold harmless CITY and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of *CONSULTANT*, its officers, agents, employees or subconsultants (or any entity or individual for which *CONSULTANT* shall bear legal liability) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY: Other than in the performance of professional services and to the full extent permitted by law, *CONSULTANT* shall indemnify, defend and hold harmless CITY, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by *CONSULTANT* or by any individual or entity for which *CONSULTANT* is legally liable, including but not limited to officers, agents, employees or subcontractors of *CONSULTANT*.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. *CONSULTANT* agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of *CONSULTANT* are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon *CONSULTANT* under this AGREEMENT. In recognition of that interest, *CONSULTANT* shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of *CONSULTANT*'s duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that *CONSULTANT*, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of *CONSULTANT*'s staff assigned to perform the services required under this AGREEMENT. *CONSULTANT* shall notify CITY of any changes in *CONSULTANT*'s staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to *CONSULTANT*. In the event such notice is given, *CONSULTANT* shall cease immediately all work in progress.

(b) *CONSULTANT* may terminate this AGREEMENT at any time upon thirty- (30) days written notice of termination to CITY.

(c) If either *CONSULTANT* or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either *CONSULTANT*, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either *CONSULTANT* or CITY, all property belonging exclusively to CITY, which is in *CONSULTANT*'s possession, shall be returned to CITY. *CONSULTANT* shall furnish to CITY a final invoice for work performed and expenses incurred by *CONSULTANT*, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that *CONSULTANT* is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating *CONSULTANT* for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the *CONSULTANT*.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of *CONSULTANT*. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to *CONSULTANT* in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent electronically, or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:	City of Buellton Attn: Marc Bierdzinski P.O. Box 1819 107 W. Highway 246 Buellton, CA 93427
To:	Greg Ravatt Ravatt Albrecht & Associates Main Hanger 3203 Lightening Street #201 P.O. Box 528 Santa Maria, CA 93456

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of *CONSULTANT* represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind *CONSULTANT* to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the *CONSULTANT* and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and attached Exhibit "A", the terms and conditions of this AGREEMENT shall control. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a

waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by *CONSULTANT* shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between *CONSULTANT* and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

RAVATT ALBRECHT & ASSOCIATES INC.

By: _____

Title: _____

CITY OF BUELLTON

APPROVED AS TO FORM:

By: _____
CITY MANAGER

Ralph D. Hanson, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The CONSULTANT shall perform contract architectural design review services as directed by the City Manager of the City of Buellton in accordance with the proposal dated June 2, 2014, attached hereto. CONSULTANT's billing rate shall be as noted in the fee schedule contained in the June 2, 2014, proposal as the fee schedule may be amended from time to time by the CONSULTANT.

Work associated with this contract shall be a pass-through for the City and all work will be billed to deposits associated with development projects within the City of Buellton unless otherwise directed by the CITY.

The PLEINAIRE DESIGN GROUP will be a subconsultant for landscape design review services under the direction of the CONSULTANT.



CITY OF BUELLTON

ARCHITECTURAL DESIGN REVIEW SERVICES

JUNE 2, 2014





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PROJECT TEAM

Contact Info

Main Hangar
3203 Lightning Street #201
PO Box 528
Santa Maria, CA 93456
P: (805) 928.5002

Years in Business

14

RAVATT ALBRECHT & ASSOCIATES

Founded in 1999, Ravatt Albrecht & Associates, Inc. is a multi-discipline design firm providing Architecture, Interior Design, Electrical Engineering, Mechanical Engineering, and Plumbing Design to both the public and private sector. We are known for our commitment to meeting schedules and budget and for our dedication to meeting our clients' needs.

At Ravatt Albrecht & Associates, our success on a project not only lies in our clients' satisfaction, but also in our commitment to responsible design. By being as economically, environmentally, and socially responsible as possible, we provide communities with not just a better building, but a better environment and a better experience.

PLEINAIRE DESIGN GROUP

PleinAire Design Group is a Landscape Architectural firm located on the Central Coast of California. Kevin Small began the firm in Santa Maria in 1990 and since then has been providing professional services for architects, engineers, developers and residential clients. The firm provides a full range of Landscape Architectural Services, Water Management, Arborist Consulting and Landscape Management. Our experience includes custom residential, commercial, public works and planned communities with additional experience in plant appraisals, habitat restoration and drought tolerant and native plants.

We have over 20 years of experience throughout California, covering a wide range of project types and locations. We meet our clients' needs in a timely manner and on budget, while at the same time providing creative solutions to their individual projects.

Contact Info

2615 Skyway Drive, Suite B
Santa Maria, CA 93455
P: 805.349.9695

Years in Business

20+

PROJECT TEAM



GREGORY RAVATT, AIA, CCIDC

Ravatt Albrecht & Associates, Inc.

A licensed architect and contractor, Greg has a unique blend of visionary thinking and down-to-earth implementation that allows him to design buildable, beautiful structures. Known for his conceptual sketching, he quickly provides clients with visual images of design alternatives. Greg also has years of experience on both sides of the review process: He regularly presents design projects to community and governmental decision-making bodies, helping attendees envision their future project. And he has reviewed thousand of projects during his 16 year tenure on the Santa Barbara County Board of Architectural Review (BAR). As a member of the BAR, Greg has proven himself to be an active advocate for architecture on California's Central Coast, particularly for sustainable building techniques.

SANTA BARBARA COUNTY BAR EXPERIENCE

Partial Listing:

- Rice Ranch, Orcutt, CA
- Orcutt Union Plaza, CA
- Santa Barbara Ranch, Santa Barbara
- Rancho Maria Estates, Orcutt, CA
- Terrace Ranch, Orcutt, CA
- Orcutt Market Place, CA
- Santa Barbara Shores, CA
- Las Brisas at Moore Mesa
- Miramar Hotel, Santa Barbara, CA
- Dunn School, Los Olivos

OTHER PROJECT EXPERIENCE

Partial Listing:

Commercial

- Elks Lodge, Atascadero, CA
- La Aldea Historic District Residential and Retail Mixed Use Project, Santa Barbara, CA
- Morro Shores Inn & Suites, Morro Bay, CA
- Park Avenue Multi-Family Residential and Retail Mixed-Use Project, Orcutt, CA

Multi-Family Residential

- Agave Court, Santa Barbara, CA
- La Aldea, Santa Barbara, CA
- Providence Landing Master Planned Community, Lompoc, CA
- River Terrace Master Planned Community, Lompoc, CA
- Rockview Duplexes, Morro Bay, CA
- Santa Ysabel Bungalow Court, Atascadero, CA

ROLE

Architect

YEARS OF EXPERIENCE

25 Years

REGISTRATIONS

California Licensed Architect,
No. 20808, 1989
California Certified Interior Designer,
No. 2671, 1990
California Licensed Contractor,
No. 516675, 1987

EDUCATION

Bachelor of Architecture, California Polytechnic
State University, San Luis Obispo, CA, 1986

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
1990-present
County Board of Architectural Review, Santa
Barbara, CA, 1998-2006
North County Board of Architectural Review,
Santa Barbara, CA, 2006-present

KEVIN J. SMALL, LANDSCAPE ARCHITECT/ARBORIST

REGISTRATION

Registered Landscape Architect -
California LA2929

Certified Arborist - International Society of
Arboriculture WE-3337A

Registered Landscape Contractor -
California 872414

PROFESSIONAL AFFILIATIONS

No. Santa Barbara County Board of
Architectural Review - Chairman

Santa Maria Valley YMCA - Board of
Directors

Santa Barbara County Parks Foundation -
Board of Directors

Guadalupe Dunes Center Advisor

EDUCATION

Bachelor of Landscape Architecture
California Polytechnic State University
San Luis Obispo

University of the Thames
London, England

Technical University of Munich
Munich, Germany

AWARDS & PUBLICATIONS

Congressional Business Conservation
Award

Santa Maria Valley Beautiful Awards

Tennis Court Design - National Tennis
Court Contractors Assn.

Xeriscape Design - Southern California
Landscape Contractors Assn.

Architectural Digest - Private Residence,
Los Angeles

Global Architecture - Private Residence,
Los Angeles

Sunset Books - Pools and Spas

Architectural Leaders Today

With 28 years of experience and 23 years in his own firm, Kevin provides a background of experience and oversees all projects from schematic design to construction administration. His knowledge encompasses residential community planning, commercial and public projects and single family residences throughout California. Additional experience includes work in native plant and habitat restoration, xeriscape planting and water management.

EXPERIENCE

Briar Creek Park, Lompoc
North Preisker Ranch Park, Santa Maria
River Oaks Park, Santa Maria
Westgate Ranch Park, Santa Maria
River Oaks School, Santa Maria
North Preisker Ranch School, Santa Maria
Buena Vista Park Renovation, Santa Maria
Playground Renovations, Lompoc Unified School District (9 sites)
Ballfield Renovations, Santa Maria-Bonita School District (4 sites)
Storke Field Renovation, UC Santa Barbara
Allan Hancock College Renovations, Santa Maria
Port Hueneme NAS Youth Center
Lemoore NAS Youth Center
Lemoore NAS Security Upgrades
Washington Mutual Bank Facilities, 20 sites throughout California
Lompoc Hospital
Mission Hope Cancer Center, Santa Maria
Santa Maria Town Center Mall Expansion
Kohl's Shopping Center, Santa Maria
Santa Maria Research Park
Orcutt Union Plaza
La Quinta Ranch, San Luis Obispo
El Potrero Business Park, Santa Maria
Betteravia Business Plaza, Santa Maria
Montalvo Square, Ventura
Beachwalk Resort Hotel, Pismo Beach
Hadsten House Hotel, Solvang
Solvang Outlet Mall
Niner Wine Estates, Paso Robles
Santa Rita Hills Wine Center, Lompoc
Santa Maria Main Fire Station
Religious Studies Center, Vandenberg AFB
Santa Maria Botanical Garden Master Plan
Santa Maria Valley YMCA Master Plan
Santa Maria Valley YMCA Family Park
Morro Cove Monarch Butterfly Habitat, Morro Bay
Skyway Drive Bike Trail, Santa Maria
Santa Maria River Levee Bike Trail
Orcutt Creek Multipurpose Trail
Rice Ranch, Orcutt
Jensen's Crossing County Park, Orcutt
Cobblestone Creek County Park, Orcutt
Stonegate Community Park, Orcutt

PLEINAIRE
DESIGN GROUP



RELATED EXPERIENCE

As a member of the Santa Barbara County Board of Architectural Review (BAR) for 16 years, Greg Ravatt had the opportunity to work with staff planning, planning consultants and the community on several Santa Barbara County Community Guidelines. During his tenure, Greg served as Chair and Co-chair of the Santa Barbara County BAR and had the opportunity to review many large-scale projects and oversaw the Board on the review of many community guideline updates. Design input provided by the BAR included character development, appropriate design styles, materials, details, signage and landscape.

The following is a partial listing of community guidelines reviewed while Greg was a member of the BAR:

- Orcutt Design Guidelines
- Los Alamos Bell Street Guidelines
- Summerland Design Guidelines
- Goleta Design Guidelines (pre-Incorporation)
- Santa Ynez Signage Design
- Los Olivos Design Guidelines

The following is a partial listing of significant projects reviewed for design guideline conformance while Greg was a member of the BAR:

- Rice Ranch, Orcutt, CA
- Orcutt Union Plaza, CA
- Santa Barbara Ranch, Santa Barbara, CA
- Rancho Maria Estates, Orcutt, CA
- Terrace Ranch, Orcutt, CA
- Orcutt Market Place, CA
- Santa Barbara Shores, CA
- Las Brisas at Moore Mesa
- Miramar Hotel, Santa Barbara, CA
- Dunn School, Los Olivos, CA

RELATED EXPERIENCE



LA ALDEA LIVE/WORK TOWNHOMES, SANTA BARBARA, CA

Ravatt Albrecht & Associates designed five 1,616 sf, three-story, live/work townhomes with the busy professional in mind. This award-winning project includes office space with a semi-private entrance at street level, living quarters in the above two stories, and parking behind the units.

AWARDS

Pacific Coast Builders Conference, Golden Nugget Award of Merit for Design Excellence, 2007





RELATED EXPERIENCE



PROVIDENCE LANDING MASTER PLANNED COMMUNITY, LOMPOC, CA

Ravatt Albrecht & Associates designed this new, 284-home community that is made up of 80% single-family residences and 20% multi-family residences. Work included developing a master plan with landscape areas consistent with the surrounding habitats of oak woodland, chaparral range, and riparian corridors. wildlife corridors run from North to South and from East to West; water flows along the corridors to recharge basins that revitalize groundwater using surface run-off; and roads travel along the contours of the site to reduce traffic.

The neighborhood incorporates “porch neighborhoods” and places an emphasis on recreation and community. Multi-family housing makes up 20 percent of the neighborhood; the central park consists of a 6,000 sf with recreation building, pool, three baseball fields, a multi-purpose field for soccer and football, two tennis courts, four volleyball courts, a tot play area, and walking and cycling trails; and space for a future interpretive center was planned at the Burton Mesa Chaparral Trailhead.



REFERENCES

GREG RAVATT'S REFERENCES

John Karamitsos, Supervising Planner
Development Review, North County of Santa Barbara
Tel: (805) 934-6250

Gary Kaiser
Rincon
1530 Monterey Street, Ste. D
San Luis Obispo, CA, 93401
Tel: (805) 547-0900

KEVIN SMALL'S REFERENCES

Mrs. Analise Merlo
County of Santa Barbara
624 W. Foster Rd.
Santa Maria, CA 93455
Tel: (805) 934-6250
Email: analise@co.santa-barbara.ca.us

Mrs. Laurice Tamura
Urban Planning Concepts
2624 Airpark Dr.
Santa Maria, CA 93455
Tel: (805) 934-5760
Email: ltamura@urbanplanningconcepts.com



SCOPE OF SERVICES

Architectural review will be performed by Greg Ravatt, AIA, a licensed Architect with 30 years of experience and 16 years of Architectural Review Board experience. Landscape Design will be performed by Kevin Small, a Licensed Landscape Architect with 7 years of Architectural Review Board experience.

PROCESS FOR ARCHITECTURAL REVIEW *

1. Documents are reviewed for completeness.

An overall review of the documents is performed to identify any obvious omissions or mistakes.

2. Review of the site design, including: parking, grading, drainage, and landscape.

This step is performed to identify common errors that conflict with the design. For example, if the grading is wrong or incomplete the architect may not realize that the building needs to step up in height to conform to the site, which may negate the design review.

3. Review the project's architectural elements for overall quality and conformance with design guidelines.

The intended building style is reviewed to evaluate if the materials, details, forms, are compatible. Also, there is also a wide variation in design interpretation in style classifications. For example, Mission Revival includes subsets such as Spanish Colonial, Pueblo, or Rancho. A dialog should be established to discuss allowed variations of the primary identified styles.

4. Evaluate massing, façade balance, details and materials compatibility.

It is appropriate to evaluate the design with an eye for constructability. The design review is not intended to "gold plate" each project but to develop a compatibility context that will create a cohesive character over time. Therefore, it is important to consider simplicity if that is what the designer and owner intend. Often material selection or color manipulation will create an acceptable compatibility with the guidelines.

PROCESS FOR LANDSCAPE REVIEW*

1. Review of plans for plant compatibility, planting density, irrigation design, and water usage.

The micro-climates and soil types often dictate what plants will succeed over time. Landscape design review will ensure proper plant selection for the local climate zone.

*All design review comments will be submitted in three weeks or less.



HOURLY RATES

RAVATT ALBRECHT & ASSOCIATES, INC.

Employee Rates	(\$/hr)
Principal Architect	150.00
Professional Architect / Project Manager	150.00
Senior Designer	110.00
Designer	95.00
Principal Engineer	150.00
Professional Engineer Electrical	150.00
Professional Engineer Mechanical	110.00
Senior CAD	85.00
Drafting/CAD/Clerical	75.00

Mileage Rate (Reimbursable) .70 Mile

Reproduction Costs (Reimbursable)

Copies	\$.20 (8 ½ x 11)
		.25 (8 ½ x 14)
Transparencies		1.00 (8 ½ x 11)
Blueprints		2.50 (24 x 36)
		4.00 (30 x 42)
Mylar Prints		25.00 (24 x 36)
		43.75 (30 x 42)
CAD Plots Bond Paper		5.00 (11 x 17)
		8.00 (24 x 36)
		10.00 (30 x 42)
Color Glossy Paper		15.00 (24 x 36)
		20.00 (30 x 42)
Typesetting, Graphics, Printing		Actual Invoice plus 15%

Consultant Fees (Reimbursable)

The fees charged by all consultants used by our company will be charged at the actual cost plus 15% to cover overhead and administrative expenses.

Billing and Payments

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation. Interest payments at the rate of 1 ½% per month will be charged on balances which are more than 30 days past due.

HOURLY RATES



PLEIN AIRE DESIGN GROUP RATES

PROFESSIONAL QUALIFICATIONS:

- CA Registered Landscape Architect 2929
- American Society of Consulting Arborists
- ISA Certified Arborist WE-7333A
- CLIA Certified Landscape Irrigation Auditor
- CA C-27 Contractors License 872414

PROFESSIONAL FEES:

Landscape Architect	\$135.00 per hour
Landscape Architect	\$150.00/\$300.00 per hour (professional expert/deposition-court time)
Arborist	\$135.00 per hour
Arborist	\$150.00/\$300.00 per hour (professional expert/deposition-court time)
3-D, Graphics, Renderings	\$ 95.00 per hour
Project Manager	\$ 95.00 per hour
Irrigation Designer	\$ 85.00 per hour
Draftsman	\$ 85.00 per hour
Clerical	\$ 75.00 per hour

INSURANCE COVERAGE:

Professional Liability Insurance	\$ 1,000,000.00
General Liability	\$ 2,000,000.00
Auto	\$ 1,000,000.00
Workers Compensation	\$ 1,000,000.00





INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 7/22/2013
PRODUCER KRAFT INSURANCE BROKERAGE 4340 Redwood Highway, F-142 San Rafael, CA 94903 (415) 507-9074		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE
INSURED Ravatt Albrecht & Associates R A & Associates P.O. Box 528 Santa Maria, CA 93456-0528		
INSURER A: Liberty Insurance Underwriters		
INSURER B: Travelers Insurance Company		
INSURER C: Hartford Accident & Indemnity		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680 645D580A	7/7/13	7/7/14	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	680 645D580A	7/7/13	7/7/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CUP6202Y740	7/7/13	7/7/14	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER	57WECEU4980	8/13/12	8/13/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability	AEA101500-0001	7/22/13	7/22/14	\$2,000,000 per claim \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
For informational Purposes Only

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
To Whom It May Concern		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <input checked="" type="checkbox"/> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. *CONSULTANT* shall provide and maintain insurance, acceptable to the City Manager or City Council, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by *CONSULTANT*, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. *CONSULTANT* shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

2. Minimum Limits of Insurance. *CONSULTANT* shall maintain limits of insurance no less than:

(1) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 5 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the CITY FINANCE DIRECTOR.

2. General Liability Accident -- Mobile Liability Rates.

(1) CITY and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities *CONSULTANT* performs; products and completed operations of *CONSULTANT*; premises owned, occupied or used by *CONSULTANT*; or automobiles owned, leased, hired or borrowed by *CONSULTANT*. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) *CONSULTANT*'s insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, *CONSULTANT's* insurance.

(3) *CONSULTANT's* insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

C. Other Requirements. *CONSULTANT* agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that *CONSULTANT* furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. *CONSULTANT* shall furnish certificates and endorsements from each subcontractor identical to those *CONSULTANT* provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the *CONSULTANT* shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit *CONSULTANT's* liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.