



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of July 10, 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

Mayor John Connolly

PLEDGE OF ALLEGIANCE

Council Member Judith Dale

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 Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 26, 2014 Regular City Council Meeting**
- 2. Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2013-14**
- 3. Designation of Voting Delegate and Alternate for 2014 League of California Cities Annual Conference Business Meeting**
❖ (Staff Contact: City Clerk Linda Reid)

- 4. Extension of Contract with ValleyCrest for Landscape Maintenance Services**
❖ *(Staff Contact: Public Works Director Rose Hess)*
- 5. Rejection of Bid for 2013/14 Road Maintenance Project**
❖ *(Staff Contact: Public Works Director Rose Hess)*
- 6. Van Rental Agreement Between the Cities of Buellton and Solvang and the Buellton Union School District**
❖ *(Staff Contact: Recreation Coordinator Kyle Abello)*

PRESENTATIONS

PUBLIC HEARINGS

COUNCIL MEMBER COMMENTS

COUNCIL ITEMS

WRITTEN COMMUNICATIONS

Written communications are included in the agenda packets. Any Council Member, the City Manager, or City Attorney may request that a written communication be read into the record.

COMMITTEE REPORTS

This Agenda listing is the opportunity for Council Members to give verbal Committee Reports on any meetings recently held for which the Council Members are the City representatives thereto.

BUSINESS ITEMS

(POSSIBLE ACTION)

- 7. Village Specific Plan – Utility Poles on Eastern Property Boundary**
❖ *(Staff Contact: City Manager Marc Bierdzinski)*
- 8. Consideration of Agreement for Pilot Renewable Energy Project at the Waste Water Treatment Plant (WWTP)**
❖ *(Staff Contact: Public Works Director Rose Hess)*
- 9. Award of Contract for Software Implementation Services**
❖ *(Staff Contact: Finance Director Carolyn Galloway-Cooper)*
- 10. Resolution No. 14-18 – “A Resolution of the City Council of the City of Buellton, California, Regarding School Traffic Safety Improvements at Oak Valley Elementary School”**
❖ *(Staff Contact: Public Works Director Rose Hess)*

CITY MANAGER’S REPORT

CLOSED SESSION ITEMS

(POSSIBLE ACTION)

11. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

Property: APN No. 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

ADJOURNMENT

The next regular meeting of the City Council will be held on Thursday, August 14, 2014 at 6:00 p.m. The regular meeting scheduled for July 24, 2014 has been cancelled.

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of June 26, 2014

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Vice Mayor Leo Elovitz called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Council Member Holly Sierra led the Pledge of Allegiance

ROLL CALL

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

Excused Absence: Mayor John Connolly

Staff: City Attorney Ralph Hanson, Finance Director Carolyn Galloway-Cooper, Public Works Director Rose Hess, Contract City Planner Irma Tucker, Deputy Matt Delgado and City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Lew Adkins, Buellton, discussed the sidewalk improvements on East Highway 246 and requested that the existing asphalt be smoothed out and the holes be filled. Mr. Adkins thanked the first responders who helped with the gas leak on June 14.

Barbara Mitchell, Buellton, discussed her concern regarding the homeless population living in Buellton's river bed area.

CONSENT CALENDAR

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**

MOTION:

Motion by Council Member Andrisek, seconded by Council Member Sierra, approving Consent Calendar items 1-3 as listed.

VOTE:

Motion passed by a roll call vote of 4-0, with Council Members Andrisek, Dale, Elovitz, and Sierra voting yes.

PRESENTATIONS

4. **Recognition of Santa Ynez Valley News Reporter Julian Ramos**

Vice Mayor Elovitz presented Julian Ramos with a plaque and thanked him for his excellent reporting skills and wished him luck in his future endeavors.

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS

Council Member Sierra stated the Chamber mixer at Standing Sun Winery was great. Ms. Sierra reported that she and Council Member Andrisek attended Santa Maria Chamber of Commerce President, Bob Hatch's retirement party in Santa Maria and said it was a great event.

COUNCIL ITEMS

Council Member Andrisek requested that staff agendaize discussion of the homeless/panhandling issue in Buellton. The City Council agreed by consensus to have staff agendaize discussion regarding this issue. The City Attorney stated that he and the City Manager will meet with Lt. O'Grady to discuss possible remedies regarding this issue.

Council Member Andrisek requested an update regarding speed signs/humps on Menlo Drive. Mr. Andrisek requested that staff send a status letter regarding this issue to the residents on Menlo Drive. The City Council agreed by consensus to have staff agendaize further discussion regarding speed humps on public roads at a meeting in August.

The City Council agreed by consensus to agendaize funding for Central Coast Collaborative on Homelessness in the amount of \$491 for the meeting of August 14.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

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

Council Member Sierra announced that she attended a meeting of the Central Coast Collaborative on Homelessness and provided an oral report regarding the meeting.

BUSINESS ITEMS

5. Award of Contract for Architectural Design Services

RECOMMENDATION:

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

STAFF REPORT:

Contract City Planner Tucker presented the staff report.

SPEAKERS/DISCUSSION:

Greg Ravatt, President of Ravatt Albrecht & Associates spoke about his firm's qualifications and said he looks forward to working Buellton staff and Council Members.

Kevin Small, Landscape Architect/Arborist discussed his qualifications and experience and also said he looks forward to working with Buellton staff and Council Members.

The City Council discussed the qualifications of Mr. Ravatt and Mr. Small and their experience in reviewing commercial and light industrial plans.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sierra, seconded by Council Member Dale, directing the City Manager to execute a contract with Ravatt Albrecht & Associates for architectural design services.

VOTE:

Motion passed by a roll call vote of 4-0, with Council Members Andrisek, Dale, Elovitz, and Sierra voting yes.

CITY MANAGER'S REPORT

None

ADJOURNMENT

Vice Mayor Elovitz adjourned the regular meeting at 6:50 p.m. The next regular meeting of the City Council will be held on Thursday, July 10, 2014 at 6:00 p.m.

Leo Elovitz
Vice 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 **July 10, 2014** Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		\$	<u>277,408.42</u>
EXHIBIT B		\$	<u>148.70</u>
Council Payroll	6/27/14	\$	2,290.71
Other Payroll	6/27/14	\$	448.33
Staff Payroll	6/30/2014	\$	<u>37,835.13</u>
TOTAL AMOUNT OF CLAIMS:		\$	<u><u>318,131.29</u></u>

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

Run date: 07/02/2014 @ 13:56
Bus date: 07/02/2014

City of Buellton
Invoice Distribution Report

OTDIST.L10 Page 1

Setup by: Kim

-----| Selection Page |-----
Reference.....: A - Obligation
Reference value: *All*
Vendor.....: *All*
Stage.....: 10 - Initial order to 70 - Reconciled
Change date....: 06/18/2014 to 06/30/2014
Stage date.....: 06/18/2014 to 06/30/2014
Print zero.....: Print zero amounts
Account Mask...: AXXX-XXX-XXXX-XXX

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-000-2306-000 - Long-Term Care Deduction 22399 6/16/14 - 6/30/14 - M. Bierkzi	90 CaIPERS LONG-TERM CARE PROGRAM 1	Paid	84.25
A001-000-2306-000 - Long-Term Care Deduction	*** Account total ***		84.25
A001-202-2002-000 - Sales & Use Tax Payable 22424 Thru 6/18/14 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-1.76
22426 Thru 6/18/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	-12.40
A001-202-2002-000 - Sales & Use Tax Payable	*** Account total ***		-14.16
A001-202-2003-000 - SYVTBID Payable 22432 4/14 SYVTBID Fees	101 CITY OF SOLVANG 1	Paid	18,198.00
A001-202-2003-000 - SYVTBID Payable	*** Account total ***		18,198.00
A001-216-2825-000 - Developer Deposit 22390 5/14 Live Oak Lanes Cust #125	65 BURKE, WILLIAMS & SORENSEN, LL 1	Paid	259.70
22391 5/14 Buellton Senior Apts Cust	65 BURKE, WILLIAMS & SORENSEN, LL 1	Paid	73.50
22417 5/14 Crossroads Cntr @ Village	326 MNS ENGINEERS, INC. 1	Paid	6,225.00
22418 5/14 Neighbrhd Park @ Village	326 MNS ENGINEERS, INC. 1	Paid	1,540.00
22419 5/14 Oak Springs Village LLA #	326 MNS ENGINEERS, INC. 1	Paid	1,380.00
22420 5/14 Flying Flags RV Expansn #	326 MNS ENGINEERS, INC. 1	Paid	2,640.00
A001-216-2825-000 - Developer Deposit	*** Account total ***		12,118.20
A001-357-4806-000 - Time Extension Fees 22387 6/14 Refund Time Ext Fee	0 HARRY POOR 1	Paid	390.00
A001-357-4806-000 - Time Extension Fees	*** Account total ***		390.00
A001-401-5101-000 - Medical Benefit 22382 5/14 FSA Fees	782 WAGE WORKS 1	Paid	8.08
A001-401-5101-000 - Medical Benefit	*** Account total ***		8.08
A001-401-5301-000 - Office Supplies 22384 6/14 Bus Cards/Dale, Knecht, I	545 KROS ANDRADE dba 1	Paid	65.85
22426 Thru 6/18/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 4	Paid	238.04
A001-401-5301-000 - Office Supplies	*** Account total ***		303.89
A001-401-5402-000 - Travel & Training 22407 4/23/14 - 6/26/14 Petty Cash R	372 PETTY CASH 1	Paid	20.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-401-5402-000	Travel & Training		*** Continued ***		
	22428 Thru 6/18/14 - H. Sierra	193	FIRST NATIONAL BANK OF OMAHA		
		1		Paid	60.00
	22431 Thru 6/18/14 - E. Andrisek	193	FIRST NATIONAL BANK OF OMAHA		
		1		Paid	530.00
A001-401-5402-000	Travel & Training		*** Account total ***		610.00
A001-401-6301-000	Miscellaneous				
	22407 4/23/14 - 6/26/14 Petty Cash R	372	PETTY CASH		
		2		Paid	7.55
A001-401-6301-000	Miscellaneous		*** Account total ***		7.55
A001-402-5402-000	Travel & Training				
	22429 Thru 6/18/14 - M. Bierdzinski	193	FIRST NATIONAL BANK OF OMAHA		
		1		Paid	505.00
A001-402-5402-000	Travel & Training		*** Account total ***		505.00
A001-402-6301-000	Miscellaneous				
	22429 Thru 6/18/14 - M. Bierdzinski	193	FIRST NATIONAL BANK OF OMAHA		
		2		Paid	57.43
A001-402-6301-000	Miscellaneous		*** Account total ***		57.43
A001-403-5101-000	Medical Benefit				
	22382 5/14 FSA Fees	782	WAGE WORKS		
		2		Paid	8.08
A001-403-5101-000	Medical Benefit		*** Account total ***		8.08
A001-403-5306-000	Advertising - Legal				
	22402 6/14 Legal Notice	285	SANTA MARIA TIMES dba		
		1		Paid	115.05
A001-403-5306-000	Advertising - Legal		*** Account total ***		115.05
A001-403-5402-000	Travel & Training				
	22426 Thru 6/18/14 - L. Reid	193	FIRST NATIONAL BANK OF OMAHA		
		2		Paid	1,440.35
A001-403-5402-000	Travel & Training		*** Account total ***		1,440.35
A001-404-6204-000	Contract Services-Legal Fees				
	22389 5/14 - Retainer	65	BURKE, WILLIAMS & SORENSEN, LL		
		1		Paid	9,490.30
	22392 5/14 Dept of Finance Lawsuit	65	BURKE, WILLIAMS & SORENSEN, LL		
		1		Paid	813.75
A001-404-6204-000	Contract Services-Legal Fees		*** Account total ***		10,304.05
A001-410-5303-000	Postage				
	22427 Thru 6/18/14 - R. Hess	193	FIRST NATIONAL BANK OF OMAHA		
		3		Paid	86.36
A001-410-5303-000	Postage		*** Account total ***		86.36
A001-410-5305-000	Equipment Rental				
	22400 6/14 CH Copier Lease	713	COASTAL COPY, LP		
		1		Paid	484.92
A001-410-5305-000	Equipment Rental		*** Account total ***		484.92

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-410-5603-000 - Computer Maintenance &Software			
22385 6/14 Troubleshoot Internet	655 COAST NETWORX, INC. 1	Paid	380.00
22429 Thru 6/18/14 - M. Bierzinski	193 FIRST NATIONAL BANK OF OMAHA 3	Paid	100.00
A001-410-5603-000 - Computer Maintenance &Software	*** Account total ***		480.00
A001-410-5703-000 - Utilities - Electric			
22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E 1	Paid	870.50
A001-410-5703-000 - Utilities - Electric	*** Account total ***		870.50
A001-410-5805-000 - Visitors Bureau			
22421 4/14 Transient Occ Tax Allocat	121 COC/BBA/VISITORS INFORMATION 1	Paid	27,390.55
A001-410-5805-000 - Visitors Bureau	*** Account total ***		27,390.55
A001-410-6005-000 - Recruitment Expense			
22407 4/23/14 - 6/26/14 Petty Cash R	372 PETTY CASH 3	Paid	16.00
A001-410-6005-000 - Recruitment Expense	*** Account total ***		16.00
A001-410-6301-000 - Miscellaneous			
22397 5/14 Credit Card Process Fee	529 TRANSFIRST HEALTH & GOVERNMENT 1	Paid	902.64
22407 4/23/14 - 6/26/14 Petty Cash R	372 PETTY CASH 4	Paid	25.00
A001-410-6301-000 - Miscellaneous	*** Account total ***		927.64
A001-420-5101-000 - Medical Benefit			
22382 5/14 FSA Fees	782 WAGE WORKS 3	Paid	16.15
A001-420-5101-000 - Medical Benefit	*** Account total ***		16.15
A001-420-5402-000 - Travel & Training			
22426 Thru 6/18/14 - L. Reid	193 FIRST NATIONAL BANK OF OMAHA 3	Paid	79.66
A001-420-5402-000 - Travel & Training	*** Account total ***		79.66
A001-420-6301-000 - Miscellaneous			
22427 Thru 6/18/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 1	Paid	241.87
A001-420-6301-000 - Miscellaneous	*** Account total ***		241.87
A001-501-5703-000 - Utilities - Electric			
22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E 2	Paid	272.79
A001-501-5703-000 - Utilities - Electric	*** Account total ***		272.79
A001-501-6201-000 - Contract Services			
22226 6/14 - Contract Services	450 SB CO SHERIFF'S DEPARTMENT 1	Paid	40,204.33

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-501-6201-000	Contract Services		*** Continued ***		
	22393 6/14 Overtime Charges	450 SB CO	SHERIFF'S DEPARTMENT		
		1		Paid	339.70
A001-501-6201-000	Contract Services		*** Account total ***		40,544.03
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
A001-510-5703-000	Utilities - Electric				
	22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E			
		3		Paid	383.97
A001-510-5703-000	Utilities - Electric		*** Account total ***		383.97
A001-511-5101-000	Medical Benefit				
	22382 5/14 FSA Fees	782 WAGE WORKS			
		4		Paid	16.15
A001-511-5101-000	Medical Benefit		*** Account total ***		16.15
A001-511-5301-000	Office Supplies				
	22384 6/14 Bus Cards/Dale, Knecht, I	545 KROS ANDRADE dba			
		2		Paid	65.85
	22407 4/23/14 - 6/26/14 Petty Cash R	372 PETTY CASH			
		5		Paid	2.35
A001-511-5301-000	Office Supplies		*** Account total ***		68.20
A001-511-5306-000	Advertising				
	22425 Thru 6/18/14 - K. Abello	193 FIRST NATIONAL BANK OF OMAHA			
		1		Paid	57.45
A001-511-5306-000	Advertising		*** Account total ***		57.45
A001-511-5509-000	Maintenance/Repair				
	22405 6/14 Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC			
		1		Paid	30.39
A001-511-5509-000	Maintenance/Repair		*** Account total ***		30.39
A001-511-5509-001	Maintenance/Repair-Joint Use				
	22403 6/14 - Gypsum	836 SMITH PIPE & SUPPLY			
		1		Paid	655.13
	22404 6/14 - Gypsum	836 SMITH PIPE & SUPPLY			
		1		Paid	1,862.25
A001-511-5509-001	Maintenance/Repair-Joint Use		*** Account total ***		2,517.38
A001-511-5801-000	Buellton Recreation Program				
	22340 4/19/14 - 6/18/14 Archery	11491 THOMAS CHAMBERLAIN			
		1		Paid	175.00
	22341 5/14/14 - 6/18/14 Soccer Acade	11306 KARLIN LADERA			
		1		Paid	343.00
	22342 4/10/14 - 6/18/14 Futsal Leagu	11243 HECTOR C. GARCIA			
		1		Paid	97.50

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A001-511-5801-000	Buellton Recreation Program		*** Continued ***		
22343	4/20/14 - 6/18/14 Futsal	11108	ALFONSO TERRAZO 1	Paid	78.00
22344	4/20/14 - 6/18/14 Futsal	11338	LUIS SANCHEZ 1	Paid	78.00
22345	5/15/14 - 6/18/14 Soccer	11188	EDWIN PORTILLO 1	Paid	17.50
22346	5/17/14 - 6/20/14 Pilates/Zumb	11170	DONELLE MARTIN 1	Paid	525.00
22347	5/17/14 - 6/20/14 Cycle Traini	11321	LAURA COGAN 1	Paid	120.00
22348	5/15/14 - 6/18/14 Wrestling	11145	CASEY ELLIS 1	Paid	70.00
22349	5/15/14 - 6/18/14 Kundalini Yo	11300	KAREN PALMER 1	Paid	91.00
22350	5/15/14 - 6/18/14 Flamenco	11336	LAURA GARCIA dba 1	Paid	154.00
22351	5/15/14 - 6/18/14 Tai Chi Rela	11476	STEPHEN F. DUNLAP 1	Paid	273.00
22352	5/15/14 - 6/18/14 Yoga	11343	MARIANNE MADSEN 1	Paid	360.00
22353	5/15/14 - 6/18/14 Boxing	11130	VICTOR M. CONTRERAS 1	Paid	84.00
22354	5/15/14 - 6/18/14 Zumba	11310	KORENE J. RAFUSE 1	Paid	38.50
22355	4/20/14 - 6/18/14 Ballet	11144	COURTNEY R. BOWMAN 1	Paid	753.20
22356	5/15/14 - 6/18/14 Zumba/Kick B	11244	HERMILA SANCHEZ 1	Paid	271.60
22357	6/14 - Futsal Cancellation	0	ALEX URIBE 1	Paid	275.00
22358	6/14 - Futsal Cancellation	0	ANDREW DeLEON 1	Paid	275.00
22359	6/23/14 Field Rental Fees	63	BUELLTON UNION SCHOOL DISTRICT 1	Paid	230.00
22396	8/14 Rec Ctr Copier Lease	201	G E CAPITAL 1	Paid	150.12
22407	4/23/14 - 6/26/14 Petty Cash R	372	PETTY CASH 6	Paid	16.45
22424	Thru 6/18/14 - B. Knecht	193	FIRST NATIONAL BANK OF OMAHA 2	Paid	7.50
22430	Thru 6/18/14 - P. Smith	193	FIRST NATIONAL BANK OF OMAHA 1	Paid	144.00
A001-511-5801-000	Buellton Recreation Program		*** Account total ***		4,627.37
A001-511-5801-001	Recreation Program 50/50				
22407	4/23/14 - 6/26/14 Petty Cash R	372	PETTY CASH 7	Paid	16.45
A001-511-5801-001	Recreation Program 50/50		*** Account total ***		16.45

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-511-5802-000 - Buellton Rec Program Trips			
22407 4/23/14 - 6/26/14 Petty Cash R	372 PETTY CASH 8	Paid	23.00
22424 Thru 6/18/14 - B. Knecht	193 FIRST NATIONAL BANK OF OMAHA 3	Paid	689.76
	*** Account total ***		712.76
A001-511-5802-000 - Buellton Rec Program Trips			
A001-511-6201-000 - Contract Services			
22386 6/14 Rec Ctr-Gym Janitorial	395 JOSE RAFAEL RUIZ dba 1	Paid	2,235.00
	*** Account total ***		2,235.00
A001-511-6201-000 - Contract Services			
A001-550-5703-000 - Utilities - Electric			
22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E 4	Paid	4,951.51
	*** Account total ***		4,951.51
A001-550-5703-000 - Utilities - Electric			
A001-551-6201-000 - Contract Services			
22411 5/14 City Storm Water Mgmt Pla	326 MNS ENGINEERS, INC. 1	Paid	6,707.50
	*** Account total ***		6,707.50
A001-551-6201-000 - Contract Services			
A001-552-5501-000 - Operational Supplies			
22370 6/14 Janitorial Supplies	382 PROCARE JANITORIAL SUPPLY, INC 2	Paid	353.85
	*** Account total ***		353.85
A001-552-5501-000 - Operational Supplies			
A001-552-5509-001 - Maintenance/Repair-Riverview			
22405 6/14 Maint/Repair Items	342 NIELSEN BUILDING MATERIALS,INC 2	Paid	44.71
	*** Account total ***		44.71
A001-552-5509-001 - Maintenance/Repair-Riverview			
A001-552-5703-000 - Utilities - Electric			
22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E 10	Paid	73.18
	*** Account total ***		73.18
A001-552-5703-000 - Utilities - Electric			
A001-552-6201-000 - Contract Services			
22366 5/14 - Pest Control Various	804 ANIMAL & INSECT PEST MANAGEMEN 1	Paid	149.50
22367 5/14 - Pest Control Various	804 ANIMAL & INSECT PEST MANAGEMEN 1	Paid	149.50
22368 6/14 Park Restrooms/Fountians	395 JOSE RAFAEL RUIZ dba 1	Paid	1,650.00
22369 6/14 - Irrigation Tech	781 VALLEY CREST LANDSCAPE MAINT, 1	Paid	880.00
22388 6/14 Landscape Maintenance	781 VALLEY CREST LANDSCAPE MAINT, 2	Paid	2,720.00
	3	Paid	1,277.00
	*** Account total ***		6,826.00
A001-552-6201-000 - Contract Services			

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-556-5703-000 - Utilities - Electric 22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E 8	Paid	813.51
A001-556-5703-000 - Utilities - Electric	*** Account total ***		813.51
A001-556-6201-000 - Contract Services 22388 6/14 Landscape Maintenance	781 VALLEY CREST LANDSCAPE MAINT, 1	Paid	4,675.00
A001-556-6201-000 - Contract Services	*** Account total ***		4,675.00
A001-557-6101-000 - Development Permit Processing 22416 5/14 Small Permits	326 MNS ENGINEERS, INC. 1	Paid	2,200.00
A001-557-6101-000 - Development Permit Processing	*** Account total ***		2,200.00
A001-557-6201-000 - Contract Services 22408 5/14 City Engineer/Public Work	326 MNS ENGINEERS, INC. 1	Paid	3,415.00
A001-557-6201-000 - Contract Services	*** Account total ***		3,415.00
A001-558-5101-000 - Medical Benefit 22382 5/14 FSA Fees	782 WAGE WORKS 8	Paid	12.92
A001-558-5101-000 - Medical Benefit	*** Account total ***		12.92
A001-558-5402-000 - Travel & Training 22377 6/14 Reimb Mileage, Meal, Lodg 22427 Thru 6/18/14 - R. Hess	255 JOE MEEHAN 2 193 FIRST NATIONAL BANK OF OMAHA 4	Paid Paid	147.57 106.33
A001-558-5402-000 - Travel & Training	*** Account total ***		253.90
A001-558-5501-000 - Operational Supplies 22370 6/14 Janitorial Supplies	382 PROCARE JANITORIAL SUPPLY, INC 1	Paid	353.85
A001-558-5501-000 - Operational Supplies	*** Account total ***		353.85
A001-558-5504-000 - Laundry / Uniforms 22378 6/14 Safety Boots /Uniform Ann	255 JOE MEEHAN 4	Paid	57.59
A001-558-5504-000 - Laundry / Uniforms	*** Account total ***		57.59
A001-558-5507-000 - Maintenance - Vehicles 21935 3/14 Heavy Equip Repair-Cat 22365 6/14 - Brake Repair - Kurt's T 22407 4/23/14 - 6/26/14 Petty Cash R	632 QUINN RENTAL SERVICES 1 350 OLIVERA'S REPAIR, INC 1 372 PETTY CASH 9 10	Paid Paid Paid Paid	88.16 402.42 18.00 5.55

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A001-558-5507-000 - Maintenance - Vehicles	*** Continued ***		
22427 Thru 6/18/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA		
	2	Paid	210.00
A001-558-5507-000 - Maintenance - Vehicles	*** Account total ***		724.13
A001-558-5509-000 - Maintenance / Repair			
22371 6/14 Shop Equipment	570 WAYNE KREPS, JR. dba		
	1	Paid	83.14
22394 6/14 Flag Pole Installation	505 TAFT ELECTRIC COMPANY		
	1	Paid	5,700.00
22405 6/14 Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC		
	3	Paid	5.52
A001-558-5509-000 - Maintenance / Repair	*** Account total ***		5,788.66
A001-558-5510-000 - Safety Equipment			
22372 6/14 - Safety Boots - Covarrub	800 CARR'S BOOT SHOP, INC. dba		
	1	Paid	138.01
22378 6/14 Safety Boots /Uniform Ann	255 JOE MEEHAN		
	1	Paid	36.66
A001-558-5510-000 - Safety Equipment	*** Account total ***		174.67
A001-558-5701-000 - Telephone			
22398 6/14 PW/CM Cell Phone Chgs	556 VERIZON WIRELESS		
	1	Paid	401.35
A001-558-5701-000 - Telephone	*** Account total ***		401.35
A001-565-5101-000 - Medical Benefit			
22382 5/14 FSA Fees	782 WAGE WORKS		
	5	Paid	24.24
A001-565-5101-000 - Medical Benefit	*** Account total ***		24.24
A001-565-5301-000 - Office Supplies			
22375 6/14 - Name Badge/Plate - I.Tu	444 ALFREDO J. BELLO dba		
	1	Paid	22.34
A001-565-5301-000 - Office Supplies	*** Account total ***		22.34
A001-565-5703-000 - Utilities - Electric			
22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E		
	5	Paid	177.74
A001-565-5703-000 - Utilities - Electric	*** Account total ***		177.74
A001-565-6016-000 - Code Enforcement Expenses			
22384 6/14 Bus Cards/Dale, Knecht, I	545 KROS ANDRADE dba		
	3	Paid	235.86
A001-565-6016-000 - Code Enforcement Expenses	*** Account total ***		235.86
A005-701-5101-000 - Medical Benefit			
22382 5/14 FSA Fees	782 WAGE WORKS		
	6	Paid	9.69
A005-701-5101-000 - Medical Benefit	*** Account total ***		9.69

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A005-701-5303-000	- Postage	22407 4/23/14 - 6/26/14 Petty Cash R		
		372 PETTY CASH		
		11	Paid	3.15
A005-701-5303-000	- Postage	*** Account total ***		3.15
A005-701-5402-000	- Travel & Training			
	22377 6/14 Reimb Mileage, Meal, Lodg	255 JOE MEEHAN		
		3	Paid	147.58
	22427 Thru 6/18/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA		
		6	Paid	29.00
A005-701-5402-000	- Travel & Training	*** Account total ***		176.58
A005-701-5501-000	- Operational Supplies			
	22360 6/14 WWTP Lab	543 USA BLUEBOOK		
		1	Paid	235.00
	22405 6/14 Maint/Repair Items	342 NIELSEN BUILDING MATERIALS, INC		
		4	Paid	27.57
A005-701-5501-000	- Operational Supplies	*** Account total ***		262.57
A005-701-5504-000	- Laundry / Uniforms			
	22378 6/14 Safety Boots /Uniform Ann	255 JOE MEEHAN		
		5	Paid	57.59
A005-701-5504-000	- Laundry / Uniforms	*** Account total ***		57.59
A005-701-5507-000	- Maintenance - Vehicles			
	21935 3/14 Heavy Equip Repair-Cat	632 QUINN RENTAL SERVICES		
		2	Paid	88.16
	22365 6/14 - Brake Repair - Kurt's T	350 OLIVERA'S REPAIR, INC		
		2	Paid	402.43
A005-701-5507-000	- Maintenance - Vehicles	*** Account total ***		490.59
A005-701-5509-000	- Maintenance / Repair			
	22376 6/14 Pumping at Golf Course	789 COUNTY SANITATION COMPANY, INC		
		1	Paid	445.00
A005-701-5509-000	- Maintenance / Repair	*** Account total ***		445.00
A005-701-5510-000	- Safety Equipment			
	22378 6/14 Safety Boots /Uniform Ann	255 JOE MEEHAN		
		2	Paid	36.66
A005-701-5510-000	- Safety Equipment	*** Account total ***		36.66
A005-701-5703-000	- Utilities - Electric			
	22395 5/7/14 - 6/5/14 Invoice Alloca	352 P G & E		
		6	Paid	10,183.92
A005-701-5703-000	- Utilities - Electric	*** Account total ***		10,183.92
A005-701-6201-000	- Contract Services			
	22361 5/14 Sludge Disposal Services	598 ENGEL & GRAY, INC.		
		1	Paid	4,569.00
	22362 5/13 Regulatory Compliance Svc	677 WALLACE GROUP		
		1	Paid	5,903.49
A005-701-6201-000	- Contract Services	*** Account total ***		10,472.49

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A005-701-6202-000 - Contract Services-Engineering 22410 5/14 City/Sewer Network	326 MNS ENGINEERS, INC. 1	Paid	1,540.00
A005-701-6202-000 - Contract Services-Engineering	*** Account total ***		1,540.00
A020-210-2101-000 - Customer Deposits 22401 6/14 Deposit Refund/Closing Bi	0 JENNA ANGELO 1	Paid	40.93
A020-210-2101-000 - Customer Deposits	*** Account total ***		40.93
A020-601-5101-000 - Medical Benefit 22382 5/14 FSA Fees	782 WAGE WORKS 7	Paid	9.69
A020-601-5101-000 - Medical Benefit	*** Account total ***		9.69
A020-601-5303-000 - Postage 22407 4/23/14 - 6/26/14 Petty Cash R	372 PETTY CASH 12	Paid	3.15
A020-601-5303-000 - Postage	*** Account total ***		3.15
A020-601-5402-000 - Travel & Training 22377 6/14 Reimb Mileage, Meal, Lodg	255 JOE MEEHAN 1	Paid	147.58
22422 6/22/14 - 6/25/14 Reimb Meals.	255 JOE MEEHAN 1	Paid	182.44
22427 Thru 6/18/14 - R. Hess	193 FIRST NATIONAL BANK OF OMAHA 5	Paid	29.00
A020-601-5402-000 - Travel & Training	*** Account total ***		359.02
A020-601-5501-000 - Operational Supplies 22379 6/14 Water Stock	191 FERGUSON ENTERPRISES, INC #135 1	Paid	1,438.07
22380 6/14 Water Stock	191 FERGUSON ENTERPRISES, INC #135 1	Paid	433.41
22381 6/14 Water Stock	191 FERGUSON ENTERPRISES, INC #135 1	Paid	432.99
A020-601-5501-000 - Operational Supplies	*** Account total ***		2,304.47
A020-601-5502-000 - Chemicals / Analysis 22363 6/14 - Chlorine/Sulfer Dioxide	248 JCI JONES CHEMICALS, INC. 1	Paid	4,377.39
22364 6/14 Cylinder Return - CM	248 JCI JONES CHEMICALS, INC. 1	Paid	-1,049.99
A020-601-5502-000 - Chemicals / Analysis	*** Account total ***		3,327.40
A020-601-5504-000 - Laundry / Uniforms 22378 6/14 Safety Boots /Uniform Ann	255 JOE MEEHAN 6	Paid	57.59
A020-601-5504-000 - Laundry / Uniforms	*** Account total ***		57.59

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A020-601-5507-000 - Maintenance - Vehicles	21935 3/14 Heavy Equip Repair-Cat		
	632 QUINN RENTAL SERVICES		
	3	Paid	88.16
	22365 6/14 - Brake Repair - Kurt's T		
	350 OLIVERA'S REPAIR, INC		
	3	Paid	402.43
A020-601-5507-000 - Maintenance - Vehicles	*** Account total ***		490.59
A020-601-5510-000 - Safety Equipment			
	22378 6/14 Safety Boots /Uniform Ann		
	255 JOE MEEHAN		
	3	Paid	36.66
A020-601-5510-000 - Safety Equipment	*** Account total ***		36.66
A020-601-5703-000 - Utilities - Electric			
	22395 5/7/14 - 6/5/14 Invoice Alloca		
	352 P G & E		
	7	Paid	15,289.94
A020-601-5703-000 - Utilities - Electric	*** Account total ***		15,289.94
A027-169-1201-000 - Pre-Paid Expense			
	22406 7/14 Transit Svcs		
	107 CITY OF LOMPOC		
	1	Paid	1,666.66
A027-169-1201-000 - Pre-Paid Expense	*** Account total ***		1,666.66
A028-215-2815-000 - Park Sec/Damage Deposit			
	22383 6/22/14 Deposit Refund		
	0 PEOPLE HELPING PEOPLE		
	1	Paid	40.00
A028-215-2815-000 - Park Sec/Damage Deposit	*** Account total ***		40.00
A029-557-6201-000 - Contract Services			
	22409 5/14 City/Transportation Plann		
	326 MNS ENGINEERS, INC.		
	1	Paid	3,005.00
A029-557-6201-000 - Contract Services	*** Account total ***		3,005.00
A051-566-5703-000 - Utilities - Electric			
	22395 5/7/14 - 6/5/14 Invoice Alloca		
	352 P G & E		
	9	Paid	197.91
A051-566-5703-000 - Utilities - Electric	*** Account total ***		197.91
A092-302-6507-000 - Improvements			
	22414 FY 13/14 Road Maint Project		
	326 MNS ENGINEERS, INC.		
	1	Paid	18,430.00
A092-302-6507-000 - Improvements	*** Account total ***		18,430.00
A092-303-6507-000 - Improvements			
	22405 6/14 Maint/Repair Items		
	342 NIELSEN BUILDING MATERIALS, INC		
	5	Paid	49.41
A092-303-6507-000 - Improvements	*** Account total ***		49.41
A092-306-6507-000 - Improvements			
	22413 5/14 Ped Safety Improv-Hwy246/		
	326 MNS ENGINEERS, INC.		
	1	Paid	1,170.00
A092-306-6507-000 - Improvements	*** Account total ***		1,170.00

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A092-308-6507-000 - Improvements	22412	5/14 Buellton Park & Ride Expa		
	326	MNS ENGINEERS, INC.		
	1		Paid	630.00
A092-308-6507-000 - Improvements		*** Account total ***		630.00
A092-603-6201-000 - Contract Services	22415	5/14 Various Water Studies		
	326	MNS ENGINEERS, INC.		
	1		Paid	11,727.50
A092-603-6201-000 - Contract Services		*** Account total ***		11,727.50
A092-604-6507-000 - Improvements	22373	6/14 - SCADA Integration		
	718	AUTOSYS, INC.		
	1		Paid	13,483.75
	22374	6/14 SCADA Integration		
	718	AUTOSYS, INC.		
	1		Paid	10,567.50
A092-604-6507-000 - Improvements		*** Account total ***		24,051.25
A092-704-6507-000 - Improvements	22423	6/14 Flying Flags Sewerline-Re		
	259	JOHN MADONNA CONSTRUCTION CO.,		
	1		Paid	5,537.66
A092-704-6507-000 - Improvements		*** Account total ***		5,537.66
* Report total *		*** Total ***		277,408.42

Payments via Electronic Fund Transfer (EFT):

June Bank Service Charges 148.70

\$ 148.70

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: Linda Reid, City Clerk

Meeting Date: July 10, 2014

Subject: Designation of Voting Delegate and Alternate for 2014 League of California Cities Annual Conference Business Meeting

BACKGROUND

The League of California Cities Annual Conference is scheduled for September 3-5, 2014 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting, scheduled for Friday, September 5, at 12:00 p.m., at which time the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and alternate voting delegate. Designation of the voting delegate and alternate must be done by City Council action and cannot be accomplished by simply notifying the League office of the City's representatives to the Annual Business Meeting.

Typically, the Mayor and the Vice Mayor are designated as the City's representatives to the Annual Business Meeting. Upon the decision of the City Council as to the voting delegate and the alternate voting delegate, the City Clerk will submit the required designation form with affirmation by the City Clerk of the City Council's action.

FISCAL IMPACT

This item in itself will not cause any fiscal impact to the City.

RECOMMENDATION

That the City Council designate the Mayor as the City's voting delegate and the Vice Mayor as the alternate voting delegate to the League of California Cities Annual Business Meeting.

ATTACHMENT

Attachment 1 - 2014 Annual Conference Voting Delegate/Alternate Form



CITY: BUELLTON

**2014 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: John Connolly

Title: Mayor

2. VOTING DELEGATE - ALTERNATE

Name: Leo Elovitz

Title: Vice Mayor

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Linda Reid E-mail: lindar@cityofbuellton.com

Mayor or City Clerk _____ Phone: 805-686-7424

(circle one) (signature)

Date: July 11, 2014

Please complete and return by Friday, August 15, 2014

League of California Cities
ATTN: Karen Durham
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8220
E-mail: kdurham@cacities.org
(916) 658-8262

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: July 10, 2014

Subject: Extension of Contract with ValleyCrest for Landscape Maintenance Services

BACKGROUND

On October 10, 2012, the City Council approved the contract with ValleyCrest for the City's landscape maintenance services. The annual contract amount is \$114,624. The initial contract period was for 20 months, ending June 30, 2014, with four potential one-year extensions. During this initial 20 months, ValleyCrest was assigned (by contract amendment on September 12, 2013) to include the landscape maintenance of the lawn and planter beds for River View Park, which had significantly improved.

Overall, ValleyCrest has been responsive to staff and issues that arise and performs well. They have adjusted timing for irrigation in response to the drought conditions and provide their expert judgment and recommendations. They do, however, require close oversight and staff has regular monthly field meetings.

At this time, staff recommends that the contract be extended for a 1-year period. At six months, staff will perform another evaluation of services. If the service is not exemplary, then staff will recommend to commence with a Request for Proposal (RFP) in Spring 2015 to be ready for a new contract period starting July 1, 2015. If the service is exemplary, staff will re-evaluate in June 2015 for contract extension for another 1-year period.

FISCAL IMPACT

The contract is funded by the Parks Department (552) and the Landscape Department (556). Total monies of both departments are sufficiently budgeted to fund this service.

RECOMMENDATION

That the City Council approve the one (1) year extension and authorize the City Manager to execute the contract extension with ValleyCrest. Additionally, that the City Council authorize the City Manager to enter any further authorized and appropriate one (1) year extensions as provided in the agreement with ValleyCrest.

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: Rose Hess, Public Works Director

Meeting Date: July 10, 2014

Subject: Rejection of Bid for the 2013/14 Road Maintenance Project

BACKGROUND

In May 2014 the City published a Notice to Contractors inviting sealed bids for the 2013/2014 Road Maintenance Project. The Project will include the repair sidewalks and pedestrian paths on various locations throughout the City, as well as pavement maintenance and re-striping on Ave of Flags and Second Street cul-de-sac. In addition, pavement markings at various locations for school warnings and speed limits will be included. Locations are provided in Attachment 1.

On June 24, 2014, one bid for the project was received from R. Burke Corporation. Staff does not believe that this one bid is competitive and it exceeds the Engineer's Estimate.

Staff proposes to reject the bid received and re-notice the project to solicit additional bids.

The proposed revised schedule is:

Rebid/Notice	July 11, 2014
Bid Opening	July 31, 2014
Award of Contract	August 14, 2014

FISCAL IMPACT

This project will be funded by the Gas Tax and local Measure A allocations.

RECOMMENDATION

That the Council reject the bid received and authorize staff to re-notice the Project.

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 6

To: The Honorable Mayor and City Council

From: Kyle Abello, Recreation Coordinator

Meeting date: July 10, 2014

Subject: Van Rental Agreement Between the Cities of Buellton and Solvang and the Buellton Union School District

BACKGROUND

The Summer Day Camp operated jointly by the Buellton and Solvang Recreation Departments involves field trips and activities with the children. In order to accommodate as many children as possible for these field trips, additional vehicles are needed from time to time beyond the two 14-passenger buses owned by the two Cities. The Buellton Union School District has offered the rental of their nine passenger van. The attached agreement (Attachment 1) identifies the conditions of use, costs, liability, and insurance responsibilities. It has already been approved by both the District Board of Trustees and the Solvang City Council.

FISCAL IMPACT

The annual rental fee to be paid by the City of Solvang to the Buellton Union School District is \$1.00. Because the Summer Day Camp program is jointly run by the two Cities, the amount due from Buellton would be \$0.50.

RECOMMENDATION

That the City Council consider approval of the Van Rental Agreement between the Cities of Buellton, Solvang, and the Buellton Union School District and authorize the mayor to sign the Agreement.

ATTACHMENT

Attachment 1-Van Rental Agreement

RENTAL AGREEMENT

Buellton Union School District
and
City of Buellton and City of Solvang

This **RENTAL AGREEMENT** ("Agreement") is made and entered into effective on the 11th day of June, 2014, by and between the CITY OF BUELLTON, a California municipal corporation ("City"), the CITY OF SOLVANG, a California municipal corporation ("Solvang") and the BUELLTON UNION SCHOOL DISTRICT, a school district duly organized and operated under the laws of the State of California ("District").

1. RECITALS:

- A. The District owns one (1), nine (9) passenger van ("Van"), and the District is willing to rent the Van to the City and Solvang.
- B. The City and Solvang jointly operate a Summer recreation program/camp for children.
- C. The City and Solvang recognize the need for an additional Van for transporting children in the Summer recreation program to various locations for camp activities.
- D. The District owns a Van which is not in use during the Summer and has offered to make a vehicle available to the City and Solvang for use in their Summer recreation program.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the City, Solvang, and the District agree as follows:

A. Use of Van by City and Solvang

1. The District hereby grants to the City and Solvang the right and privilege of using the Van, for the public, community and/or recreational purposes in accordance with the terms and conditions of this Agreement and in accordance with applicable law.

2. The Van shall be rented to the City and Solvang at the cost of \$1.00 to be paid annually, within 30 days of executing this agreement.
3. In the event the District's governing Board should determine that City's and Solvang's use of the Van is inconsistent with District's use of the Van for school purposes or that City's or Solvang's use interferes with the education programs and activities of District, the Parties agree to resolve such dispute pursuant to Section 9 of this Agreement.
4. The District, the City and Solvang agree that they will share in the use of said Van and will coordinate the times and programs necessary to allow the best appropriate use of the Van.
5. City and Solvang stipulate the authorized drivers of the Van will be the following District, City and Solvang Recreation staff:

Carrie Reed
Kathy Robb
Yana Vinnitsky
6. The City will enroll the drivers in the DMV pull notice program.

B. Maintenance and Repair

1. The District shall pay for the recurring costs of operating, maintaining and repairs of the Van. The City, Solvang and District agree, to the extent possible, to each be responsible for, and to perform, the day-to-day maintenance and clean-up of their respective uses and activities of the Van and to coordinate such maintenance and repair efforts to best serve the purposes and intent of this Agreement.

3. Term

The term of this Agreement shall be for the duration of the Recreation Summer Program/Camp during 2014, June 9 – August 15, 2014.

4. Indemnification and Insurance

- A. The City agrees to and does hereby indemnify, hold harmless and defend the District, its governing board, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or

damage to any property which arises as a result of the negligence or willful misconduct of the City, its officers, agents or employees in the performance of this Agreement.

- B. Solvang agrees to and does hereby indemnify, hold harmless and defend the District, its governing board, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of Solvang, its officers, agents or employees in the performance of this Agreement.
- C. The District agrees to and does hereby indemnify, hold harmless and defend the City, its City Council members, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of the District, its officers, agents or employees in the performance of this Agreement.
- D. The District agrees to and does hereby indemnify, hold harmless and defend Solvang, the Solvang City Council members, its officers, agents and employees from every claim or demand or expense of any nature whatsoever, including but not limited to injury to or death of person(s) or damage to any property which arises as a result of the negligence or willful misconduct of the District, its officers, agents or employees in the performance of this Agreement.
- E.
 - 1. The City, Solvang, and the District each agree to maintain comprehensive general liability insurance either through an insurance carrier licensed to do business in the State of California or through a joint powers insurance authority with the amount of said insurance required to be at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.
 - 2. The City, Solvang, and the District each agree to maintain automobile liability insurance either through an insurance carrier licensed to do business in the State of California or through a joint powers insurance authority with the amount of said insurance required to be at least one million dollars (\$1,000,000.00) per accident.
 - 3. The City, Solvang, and the District each agree to provide thirty (30) days written notice to the other party if it proposes any

substitution, change, or other modification of the aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

5. Notices

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of ten (10) calendar days following the date of mailing of the notice.

CITY OF BUELLTON

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

BUELLTON UNION
SCHOOL DISTRICT

Buellton Union School District
Attn: Superintendent
301 Second Street
P. O. Box 75
Buellton, CA 93427

CITY OF SOLVANG

City of Solvang
Attn: City Manager
1644 Oak Street
Solvang, CA 93463

6. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Santa Barbara, California.

8. Breach of Agreement

If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. This failure of a party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

9. Dispute Resolution

In the event of a dispute pertaining to the agreement, the CITY, SOLVANG, and the DISTRICT shall each appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan.

In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

10. Attorney Fees

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which shall be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

11. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. Successors and Assigns

- A. Neither party may assign its interest in this Agreement without the express written consent of the other party.
- B. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

13. Employees

- A. For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City.
- B. For purposes of this Agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the City or Solvang under jurisdiction of the City or Solvang, nor shall such District employees have any City or Solvang pension, civil service, or other status while an employee of the District.
- C. For purposes of this Agreement, all persons employed in the performance of services and functions for Solvang shall be deemed Solvang employees and no Solvang employee shall be considered as an employee of the District under jurisdiction of the District, nor shall such Solvang employees have any City pension, civil service, or other status while an employee of Solvang.

14. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

IN WITNESS WHEREOF, the District and the City have executed this Agreement as of the date first above written.

(Signatures on the following page)

BUELLTON UNION SCHOOL DISTRICT

By: 
Bryan McCabe, Superintendent

ATTEST:


Terri Schrepel, Secretary to the Board

CITY OF BUELLTON

By: _____
John Connolly, Mayor

ATTEST:

Linda Reid, City Clerk

APPROVED AS TO FORM BY THE CITY
ATTORNEY FOR THE CITY OF BUELLTON

Ralph Hanson, City Attorney

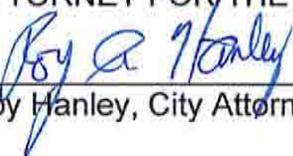
CITY OF SOLVANG

By: 
Jim Richardson, Mayor

ATTEST:


Mary Ellen Rio, City Clerk

APPROVED AS TO FORM BY THE CITY
ATTORNEY FOR THE CITY OF SOLVANG


Roy Hanley, City Attorney

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 7

To: The Honorable Mayor and City Council

From: Marc P. Bierdzinski, City Manager

Meeting Date: July 10, 2014

Subject: Village Specific Plan – Utility Poles on Eastern Property Boundary

BACKGROUND

The City Council has requested that an item be placed on the agenda regarding the overhead utility lines and poles adjacent to the eastern property boundary and the history of City action regarding the undergrounding of those utility lines. Attachment 1 is a memo that staff sent the City Council on May 20, 2014, regarding the history of those utility lines. The issue of undergrounding the lines was discussed in detail in both 2006 and 2007.

The Village Specific Plan is the land use document that governs development on the project site. It is the zoning code for the property. During the specific plan amendment process in August/September 2007, the specific plan was amended. The amendment included a change in the wording regarding the undergrounding of utilities as noted below:

2003 Specific Plan

No requirements to underground

2006 Specific Plan Amendment

Requirement to underground included in Specific Plan:

The applicant to prepare an undergrounding design study to determine the actual cost to underground these lines, including the installation of side laterals to the 13 residential properties; cost to be split between City (20%) and Applicant (80%) with a cap of \$200,000-if the cost exceeds \$200,000, the amount of overage shall be reviewed and modified by the City Council as part of the development plan for Phase I; the installation of side laterals on the adjoining 13 residential properties is subject to approval by the property owner of each lot; the undergrounding shall occur prior to issuance of final occupancy permits for Phase I.

2007 Specific Plan Amendment

Undergrounding wording changed in the Specific Plan:

In lieu of undergrounding the existing utility poles along the eastern property boundary, the applicant shall submit \$160,000 to the City of Buellton for use in enhancing The Village Specific Plan property. The allocation of these funds shall be determined by separate action of the City Council. The funds may be used for open space/park enhancements, park maintenance, tree planting, and other aesthetic enhancements as determined by the City Council. The \$160,000 shall be submitted prior to pouring of the foundations for the hotel or retail component.

Based on the 2007 wording, when the Crossroads Retail portion of the project went through the development plan process, per the specific plan, the regulatory document for the site, undergrounding of the utility lines was not required and could not be required. The condition for the project was the submittal of the \$160,000 fee for aesthetic upgrades to the park. The above wording not requiring the undergrounding of the lines has not changed since 2007 and is the regulatory language that governs projects within the Specific Plan.

The following is a summary of this issue for discussion purposes:

- Pacific Gas & Electric (PG&E) has provided comments (Attachment 2) that indicates that they are many major issues that need to be resolved to underground these lines
 - The ballpark cost based on \$100 per lineal foot would be \$140,000 to underground the main line
 - Individual residences would be expected to pay \$5,000 or more to provide an underground service line to their home
 - New easements for the underground line would be required on the residential properties since those are the properties that take service from the lines. Since the Village Specific Plan does not take service from these lines the City cannot legally require the easement to be on the Village Specific Plan property
- Eight poles run along the property lines. Two of the poles are on the Village Specific Plan property and six straddle the property line or are on the residential properties
 - The lines only serve the residential properties – they do not provide service to the Village Specific Plan
 - The 10 foot wide PG&E easement for this overhead line is on the residential properties. The only easement on the Village Property is a three foot wide easement on the southerly 280 feet of the property
 - If these lines were placed underground, they most likely would be placed within the 10 foot easement on the residential properties. However, new easements on the residential properties would most likely be required as noted above
 - The residential properties would be required to provide underground service to their house at their cost and would be required to upgrade their connections based on current building codes

- Service access to the underground lines would be through the residential properties as is currently the case with the overhead lines
- Since the Specific Plan was adopted in 2007, all development projects have complied with this regulatory document that states that undergrounding of these utility lines is not required
 - In lieu of the undergrounding, the City has received \$160,000 to perform aesthetic enhancements to the 1.8 acre park within the Specific Plan
 - The 2007 adoption of the Specific Plan and all other development projects within the specific plan area have followed the required public noticing requirements
- The Crossroads Retail project has complied with all regulations associated with the site, including the Specific Plan requirement that no undergrounding of the lines is required
 - Building permits will soon be issued for this project and significant construction will likely commence shortly. The project would then be considered vested as noted in the City Attorney memo included within Attachment 1
 - New conditions cannot be placed on vested projects. If the City tried to add a new requirement to this project the City would be sued and would lose the suit and be subject to payment of attorney fees
 - The Crossroads Retail project cannot be conditioned to place these lines underground once vesting occurs
- Development projects are not private contracts where you may attach an addendum at any time. The only method to require future projects within the Village Specific Plan to contribute towards undergrounding of the utility lines is through an amendment to the Specific Plan that goes through the public hearing process for the change
 - If the Specific Plan were amended prior to issuance of building permits for the two residential properties, then those properties could be conditioned to pay for the undergrounding of the utility lines
 - If the undergrounding of the lines were placed back in the Specific Plan, the owners of the Village Specific Plan would most likely request that their \$160,000 contribution towards the park be stricken
 - The owners of the Village Specific Plan have moved forward and expended money on the project based on the standards contained in the Specific Plan. Adding a requirement to underground the lines at this stage of the project could subject the City to a lawsuit. Also, it could be argued that once the Crossroads Retail project becomes vested (building permits and significant construction), it may vest the entire Specific Plan including the residential projects and that amending the Specific Plan would become moot as we could not require any project to underground the lines
- The City should not be involved in any funding for the undergrounding of the lines as it could be considered a gift of public funds
 - The benefit of the undergrounding would be to thirteen residential properties. Spending approximately \$140,000 of the public's money to benefit thirteen properties may not be a prudent use of the City's money when the City has water and sewer projects that need attention

- A bond issue would present the same issue for the City. The City would go into debt for a project that only benefits a few. A general obligation bond would require the vote of the entire city or the establishment of an assessment district that would require votes of the neighborhood affected. Whether it would be a city-wide assessment or just the residents on Freear, the assessment for paying back the bond would be part of a resident's property tax bill. Even so, may be difficult to put all costs in an assessment district along Freear since they are for public projects, not private improvements. No bonds could be issued on such a small assessment.

As noted above, the City Council may amend the Specific Plan and require all non-vested projects within the Specific Plan to participate in the undergrounding of these lines. The Crossroads Retail project would probably be vested before any amendments to the Specific Plan went into effect and would not be subject to any changed conditions. However, as noted above, vesting of the Crossroads Retail project could vest the entire Specific Plan area and any amendments to the Specific Plan after that point would be moot.

FISCAL IMPACTS

No fiscal impacts to the City at this time.

RECOMMENDATION

That the City Council take public testimony and direct staff accordingly.

ATTACHMENTS

Attachment 1 – May 20, 2014, Memo to City Council

Attachment 2 – Letter from PG&E

MEMO

May 20, 2014

To: City Council

From: Marc Bierdzinski, City Manager

RE: Village Specific Plan – Utility Poles on eastern Property Boundary

Village Specific Plan History

The Village Specific Plan is the land use document that governs development on the project site. It is the zoning code for the property. During the specific plan amendment process in August/September 2007, the specific plan was amended. The amendment included a change in the wording regarding the undergrounding of utilities as noted below:

2003 Specific Plan

No requirements to underground

2006 Specific Plan Amendment

Requirement to underground included in Specific Plan:

The applicant to prepare an undergrounding design study to determine the actual cost to underground these lines, including the installation of side laterals to the 13 residential properties; cost to be split between City (20%) and Applicant (80%) with a cap of \$200,000-if the cost exceeds \$200,000, the amount of overage shall be reviewed and modified by the City Council as part of the development plan for Phase I; the installation of side laterals on the adjoining 13 residential properties is subject to approval by the property owner of each lot; the undergrounding shall occur prior to issuance of final occupancy permits for Phase I.

2007 Specific Plan Amendment

Undergrounding wording changed in the Specific Plan:

In lieu of undergrounding the existing utility poles along the eastern property boundary, the applicant shall submit \$160,000 to the City of Buellton for use in enhancing The Village Specific Plan property. The allocation of these funds shall be determined by separate action of the City Council. The funds may be used for open space/park enhancements, park maintenance, tree planting, and other aesthetic enhancements as determined by the City Council. The \$160,000 shall be submitted prior to pouring of the foundations for the hotel or retail component.

Based on the 2007 wording, when the Crossroads Retail portion of the project went through the development plan process, per the specific plan, the regulatory document for the site, undergrounding of the utility lines was not required and could not be required. The condition for the project was the submittal of the \$160,000 fee for aesthetic upgrades to the park.

A map is attached that shows the location of the public utility easement (PUE). It is 10 feet wide and located on the residential properties (highlighted in orange). The only easement on the Village property is a 3 foot easement to PG&E adjoining the three most southerly residential lots (highlighted in yellow). A full size utility pole map from 2004 is available at City Hall. It shows in detail the pole locations, guy wires, and structures. If the lines are undergrounded they would be placed in the 10 easement on the residential properties and would require the relocation of several accessory structures.

Public Notice Process

The 2003 adoption of the Specific Plan and the 2006 and 2007 amendments to the Specific Plan went through a full public hearing process before both the Planning Commission and City Council. The transcripts of the August 2, 2007, Planning Commission public hearing, the September 13, 2007, City Council public hearing, and the September 27, 2007, City Council second reading are attached (transcripts only include discussions of the undergrounding issue). The list of property owners receiving notice is also attached along with the staff reports and meeting minutes.

As you will note, there was significant discussion on the costs and impacts to the adjoining residential property owners. This included a \$20,000 cost to the property owners for undergrounding their service laterals. And if a resident declined then an above ground pole would still be needed for service to that particular house. In addition, discussion was brought up that the Village Specific Plan site does not take any services from these utility poles.

Legal Opinion on Vesting Rights

Attached is a memo from the City Attorney that states that when substantial construction has occurred in reliance on a building permit then a project becomes vested and new requirements cannot be added to the project. The Village Retail portion of the project is close to obtaining a building permit and could fall into that category once substantial development occurs. However, the remaining projects proposed on the site could be subject to undergrounding these utilities if the Specific Plan were amended. The Specific Plan can be amended at any time up until the time it becomes vested and has been updated twice since 2007 for other issues. Please remember that current conditions in the Specific Plan provides that individual projects, as they may come to the City for specific approvals, cannot be conditioned to underground the poles per the requirements of the existing specific plan. That would take an amendment to the Specific Plan language on utility pole undergrounding.

Options

Based on research by staff, we offer the following options for consideration by the City Council.

1. Continue with the wording in the current specific plan and do not require any projects within the Village Specific Plan to underground the existing utility poles.
2. Direct staff to amend the Specific Plan through the Planning Commission and City Council to require non-vested projects within the Village Specific Plan to underground the existing utility poles. This may or may not include paying for the underground lateral connections to each residence. This option would most likely have the developer request that their \$160,000 contribution towards the aesthetic improvements to the park be deleted. Staff would also recommend that the City not contribute funds for the undergrounding as it could be considered a gift of public funds.

If Council wishes to move forward on Option 2 then they should bring this up under Council Items and obtain a consensus.



TO: Honorable Mayor and Members of the City Council **CC:** Marc Bierdzinski, City Manager

FROM: Ralph D. Hanson, City Attorney

DATE: May 16, 2014

RE: Vested Rights Status of The Village Project – Option to Amend the Specific Plan

The purpose of this memo is to examine whether The Village project (“Project”) has acquired “vested rights” status so as to prevent any potential amendment of The Village Specific Plan (“Specific Plan”) relative to the undergrounding of utility poles or other land use regulations applicable to the Project.

Basically, and as will be explained in further detail below, the work to date on the Project has not yet proceeded far enough to “vest” the right to proceed with the Project as currently conditioned in the Specific Plan. Accordingly, at present there is an option to consider an amendment to the Specific Plan relative to existing development conditions, including the undergrounding of utility poles on the property.

Generally, a “vested right” is the right to use or develop property in accordance with those regulations applicable at the time the right vests despite subsequently enacted changes in the zoning or other land use regulations. The leading case on when development rights “vest” is the 1976 California Supreme Court of *Avco Community Developers, Inc. v. South Coast Regional Com.*, 17 Cal. 3d 785 (1976). In that case, the Court found the developer had no vested right to build even after the developer had expended substantial funds on pre-development planning, architectural and engineer costs, had secured land use entitlements and had commenced extensive grading of the property prior to pulling a building permit and commencing construction. The rule that developed from *Avco* and subsequent cases is that developers do not acquire a vested right to construct a project until very late in the development process, *i.e.*, when a **building permit** has been **obtained and** the developer has **commenced and completed substantial work** and incurred substantial costs in reliance of the building permit.

The present status of the Village Project is much like that of the *Avco* case. That is, the developer has expended substantial pre-development funds and commenced grading of the property; however, although building permits are in the plan check process with the County, none have been issued and no construction has occurred.

Vested Rights Status of The Village Project
May 16, 2014
Page 2

Accordingly, the Village Project has not acquired any vested rights and would need to comply with any potential changes in zoning and land use requirements, including specifically any amendments to the Specific Plan.

Summary of Public Hearings

Planning Commission Meeting of August 2, 2007

Planning Director Bierdzinski indicated that one of the major changes from the 2003 Specific Plan to the 2006 Specific Plan was that the existing utility poles were required to be placed underground. The 2003 Specific Plan did not address this issue. There are 13 property owners who are affected by this. The applicant was going to prepare a design study to determine the cost to underground, including the lateral lines to the houses. The developer was going to pay 80% and the city 20% with a cap of \$200,000 for the total cost of the project. The lateral lines required the approval of the property owners. If they declined there would be a shorter service pole.

The request for removing the requirement to underground the lines included that it would be too difficult to work with the 13 property owners regarding backyard improvements and if any owners did not agree a pole would still have to be in place. The Planning Commission could decide to keep this requirement in the Specific Plan.

Commissioner Witcher asked if the study was done for the utility undergrounding or if anyone spoke with the residents. Planning Director Bierdzinski stated that since the project was sold neither the former or new owners prepared the undergrounding report. Commissioner Witcher asked if he could assume that the report still needs to be prepared. Planning Director Bierdzinski said that is up to the Commission regarding amendment of the condition. The applicant has proposed that this not be a requirement because of damage issues and coordination issues with the property owners. It is up to the Commission and Council to decide if removing the existing poles and having a few smaller service poles is better than what is there now. Commissioner Witcher said he remembers that this was a big issue in the past. The City does not know if the property owners are willing to pay for the lateral lines to be installed underground. Commissioner Witcher said he didn't think \$200,000 was enough money to fund the undergrounding of the existing poles. Planning Director Bierdzinski suggested that there be an election for the 13 property owners to vote on whether or not they want to underground the poles. The Council did not require an election as part of the 2006 Specific Plan.

John Franklin said he understands the visual issues regarding wanting to underground the poles. He said the issues with having the property owners agree to it, disruption to the property owners, cost to the property owners, and liability issues make it a very difficult thing to accomplish.

Commissioner Witcher said he thinks the wall along the east property line blocks the existing poles. John Franklin said landscaping along the wall also shields the poles.

John Burnaby, 2000 Cougar Ridge Road, asked where the existing utility poles are located.

The Planning Commission did not vote to include an undergrounding condition.

City Council Meeting of September 13, 2007

Planning Director Bierdzinski indicated that the 2003 Specific Plan was silent on the undergrounding of the existing utilities. It did not require that they be undergrounded. In 2006 the Specific Plan was revised. One of the revisions required that the existing utility poles along the east side of the Village property be undergrounded. The condition required the City to pay 20% and the applicant 80% of the cost, with a cap of \$200,000.

Planning Director Bierdzinski stated that the new owner is revising the Specific Plan. The proposal from the new owner is to eliminate the requirement to underground the existing utility poles. The reasons for eliminating this requirement included the problem of working with several residents who may or may not want the utilities undergrounded and the fact that service poles could still be required even if the main poles are undergrounded. The Planning Commission recommended that this change be made but the City Council could decide to leave the undergrounding requirement in the Specific Plan.

The applicant, John Franklin, suggested using the \$160,000 that would have been spent on undergrounding the existing utilities to invest in the park instead.

Council Member Hicks asked what the parks would look like without the extra money that would have been used for undergrounding (\$160,000). John Franklin said there could be benches, bbqs, grass, and a half basketball court in the pocket park. The community park would have similar elements, but they would be larger. Council Member Hicks said his point is that it is hard to quantify what would be gained from the \$160,000. He wants to make sure it is used to enhance the park.

Council Member Pointer said she wants the existing utility poles undergrounded.

Council Member Molesworth said that even if the poles are undergrounded there may be other poles for lateral lines. John Franklin said it is likely that there will be some poles, although they would be shorter than the existing poles.

Council Member Pointer asked if there was discussion early on about the first few poles being undergrounded. John Franklin said he didn't recall that. Council Member Pointer said leaving the first few poles doesn't help with the aesthetics of the project. Council Member Hicks agreed with the aesthetics issue. A member of the applicant's team said that the first pole is currently underground, so the frontage of the project won't have an above ground pole. Its about 120 feet from the highway.

Kathryn Shaw, Freear Drive, asked about the utility poles. Council Member Pointer said that it appears that the utility poles will remain. This is because of the locations and the many property owners involved. They will probably not be undergrounded because it is not worth the expense. Kathryn thinks the poles should not be there because they don't look good. She believes that if they are undergrounded it will be a good decision for the long term. Council Member Hicks said there is significant work needed in the residents' yards to underground the poles. There would also be a cost to the residents, probably about \$20,000. He said that many residents do not want the disruption and the cost to them. Council Member Andrisek said she might be able to underground the pole closest to her property because it is on the end of Freear Drive. Council Member Hicks and Planning Director Bierdzinski said it might involve more poles

and properties than just the pole behind her home. Council Member Pointer said property owners should be notified and asked if they want to participate in the undergrounding. She said she doesn't think everyone would agree. Kathryn said she would probably be interested in spending \$20,000 to have the pole behind her home placed underground.

Ron Anderson said the poles on the east side of the Thumbelina neighborhood were not placed underground because of these same reasons.

Council Member Hicks said it is very complicated and expensive to underground existing utility poles.

Motion by Council Member Molesworth for introduction and first reading of the Ordinance by title only and waive further reading with the addition of single family residential to the multi-family residential area in the Specific Plan and add wording to the Specific Plan that says the details of the use and timing of payment of the \$160,000 will be brought back to the Council. Council Member Pointer seconded the motion and it passed on a 4-1 vote with Council Member Andrisek voting no.

City Council Meeting of September 27, 2007

Planning Director Bierdzinski said that information was added to page 20 of the Specific Plan that says in lieu of undergrounding existing utility poles, the developer would offer \$160,000 for aesthetic improvements to the parks.

Council Member Andrisek said that at the last meeting Kathryn Shaw expressed interest in having the pole behind her home undergrounded. He said he visited the site and feels there would be no burden to underground only that pole. He said if this pole is undergrounded it would go a long way towards accomplishing what was originally a goal of the project. Phil Culler said that he believes a portion of Kathryn Shaw's home is within the easement area and would have to be relocated. If she were at this meeting he would like to ask her if she would still be interested in having the pole undergrounded.

CITY OF BUELLTON
Planning Commission Agenda Staff Report

Planning Director Review: MPB
Planning Commission Agenda No.: 2

To: The Honorable Chair and Commission Members

From: Marc P. Bierdzinski, Planning Director

Date: July 26, 2007, for the August 2, 2007, Planning Commission Meeting

Subject: Resolution No. 07-10 – “A Resolution of the Planning Commission of the City of Buellton, California, Recommending that the City Council Approve an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approve The Village Specific Plan for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof”

BACKGROUND

The Oak Springs Village Specific Plan was approved on October 9, 2003, by City Council Ordinance No. 03-05. A Final Environmental Impact Report (FEIR) was prepared and circulated for public review. The FEIR was certified on September 25, 2003, by City Council Resolution No. 03-15. The Oak Springs Village Project site is located at the northeast corner of McMurray Road and Highway 246, Assessor’s Parcel Number 137-090-045 (Attachment 1).

The Oak Springs Village Specific Plan was revised by City Council Ordinance No. 06-05 on May 25, 2006. An Addendum Environmental Impact Report (AIER) to the FEIR for Oak Springs Village was also approved for the revised Specific Plan. The following is a summary of the major changes to the 2003 Specific Plan that were made in 2006.

Table 1 presents a comparison of the 2003 versus the 2006 specific plans.

Table 1: 2003 and 2006 Specific Plan Comparison

	Original Acreage (2003)	Revised Acreage (2006)	Change	Original SF/Units (2003)	Revised SF/Units (2006)	Change
Commercial/Large Scale Retail	10.0	8.0	-2.0	107,000/0	80,000/0	-27,000/0
McMurray Mixed Use Commercial	3.2	2.8	-0.4	80,000/0	80,000/28	0/+28
Single Family	2.1	2.6	+0.5	21	22	+1
Multi-Family	2.3	2.3	0	32	34	+2
Affordable Housing	1.0	1.8	+0.8	24	36	+12
Senior Assisted	2.1	2.1	0	75	75	0
Park	1.6	1.8	+0.2	--	--	--

Table 2 is a comparison of the overall commercial square footage of the original Specific Plan to new square footage totals approved in 2006.

Table 2: Commercial Square Footage

Original Specific Plan (2003)	Revised Specific Plan (2006)
Large Scale Retail: 107,000 sf Mixed Use Commercial: 80,000 sf Total: 187,000 sf	Large Scale Retail: 80,000 sf Mixed Use Commercial: 80,000 sf Total: 160,000 sf

Table 3 compares the phasing of the original Specific Plan to that of the 2006 Specific Plan.

Table 3 : Phasing Schedule

Original Specific Plan (2003)	Revised Specific Plan (2006)
<p>Phase I: Large Scale Retail (107,000 sf)</p> <p>Phase II: Park area and loop road; this phase must be completed prior to certificates of occupancy for structures developed in Phase III</p> <p>Phase III: Mixed Use Commercial, Affordable Housing, Single Family Residential, Townhomes; construction permits for this phase can only be granted when all</p>	<p>Phase I: Large Scale Retail (55,000 sf of the 80,000 sf); development plan approved within 5 months of adoption; building permits issued within 3 months of development plan approval; construction to begin within 2 months of building permit issuance</p> <p>Phase II: Park and loop road</p> <p>Phase IIIA: Affordable Housing and Single Family Residential; development plan submitted after development plan for Phases I and II approved; building permits cannot be issued until the certificate of</p>

<p>site improvements in Phase I are complete Phase IV: Senior Assisted Living; this phase can be developed at any time within this phasing plan and is independent of the other phases</p>	<p>occupancy is issued for the Phase I construction (however, the final map may be recorded and the grading permits issued prior to the Phase I certificate of occupancy); affordable housing must receive certificate of occupancy before the single family units Phase IIIB: Remainder of the Large Scale Retail area (25,000 sf) Phase IIIC: Townhomes; development plan submitted after development plan for Phases I and II approved; building permits cannot be issued until the certificate of occupancy is issued for the Phase IIIB construction Phase IV: Mixed Use Commercial; construction may occur anytime after Phase I Senior Assisted Living: may occur in any phase after Phase I</p>
--	---

Table 4 presents the wording regarding the undergrounding of the existing power lines along the eastern property line.

Table 4: Utility Undergrounding

Original Specific Plan (2003)	Revised Specific Plan (2006)
No requirements	Requirement to underground included in Specific Plan; the applicant to prepare an undergrounding design study to determine the actual cost to underground these lines, including the installation of side laterals to the 13 residential properties; cost to be split between City (20%) and Applicant (80%) with a cap of \$200,000-if the cost exceeds \$200,000, the amount of overage shall be reviewed and modified by the City Council as part of the development plan for Phase I; the installation of side laterals on the adjoining 13 residential properties is subject to approval by the property owner of each lot; the undergrounding shall occur prior to issuance of final occupancy permits for Phase I

Table 5 shows the comparison of store size restrictions.

Table 5: Size Restrictions

Original Specific Plan (2003)	Revised Specific Plan (2006)
55,000 sf retail “prime” tenant required	One 10,000 sf tenant required; one building required to be 30,000 sf in size

Table 6 is a comparison of the affordable housing requirements.

Table 6: Affordable Housing

Original Specific Plan (2003)	Revised Specific Plan (2006)
20 units per acre minimum = 20 units	20 units per acre minimum = 36 units required; 36

required; 24 units proposed	units proposed
-----------------------------	----------------

The property was sold last year and the new owner has a revised vision for development of the property. A revised specific plan was submitted in April 2007 by Phil Culler (the “Applicant”), representing the new owners. The project has also been renamed to “The Village Specific Plan.” The Village Specific Plan (“Revised SP”) is included with this staff report and is dated June 2007. The Revised SP contains the existing text from 2006 with deleted sections noted in strikeout and new sections noted in underline. A clean copy of the Revised SP is also attached.

DISCUSSION

The Revised SP includes numerous minor technical changes and updates along with major changes to the land uses and standards from the 2006 Specific Plan. Staff is also recommending additional changes that are noted in Attachment 2 (and described below).

The following is a summary of the major changes to the Revised SP:

Land Uses

Table 7 is a comparison of the land uses of the 2006 Specific Plan to the 2007 Revised SP.

Table 7: 2006 and 2007 Specific Plan Comparison

	Acreage (2006)	Revised Acreage and Uses (2007)	Change	Original SF/Units (2006)	Revised SF/Units (2007)	Change
Commercial/Large Scale Retail	8.0	Commercial 4.0	-4.0	80,000/0	55,000/0	-25,000/0
McMurray Mixed Use Commercial	2.8	Hotel 4.0	+1.2	80,000/28	200,000/0 (150-225 rooms)	+120,000/-28
Single Family	2.6	Combined Residential 12.0	+3.2	22	244	+77
Multi-Family	2.3			34		
Affordable Housing	1.8			36		
Senior Assisted	2.1			75		
Park	1.8	1.5	-0.3	--	--	--

The commercial focus has changed to provide a hotel site with associated commercial retail support uses. The general retail area is proposed as four acres in size with up to 55,000 square feet of commercial space. The 2006 Specific Plan had 80,000 square feet of retail commercial with a requirement that one building be 30,000 square feet. Page 52 of 203

and that one tenant be 10,000 square feet in size. The Revised SP has no requirement for minimum building or tenant sizes. The McMurray Mixed Use Commercial land use from the 2006 Specific Plan is now the site of a four acre hotel in the Revised SP. The hotel could have up to 225 rooms. The Applicant envisions the general retail area would have commercial support uses for the hotel (such as restaurants).

The Revised SP has one combined residential land use as opposed to the separate land uses shown in the 2006 Specific Plan. The residential land use would allow multi-family residential projects, including townhomes, condominiums, and apartments. Assisted care facilities would also be permitted. The maximum number of units would be capped at 244. The requirement for 20% of the units to be affordable is still included in the Revised SP. Under the Revised SP, residential builders would not be limited to a product type and acreage as they would have under the 2006 Specific Plan. Builders could purchase a certain portion of the residential area and build their product type.

Overall, the maximum number of residential units has increased by 49 units. This includes a reduction of 28 units in the mixed use units associated with the former McMurray Mixed Use area and an increase of 77 units in the combined residential area.

The park area has decreased in size from 1.8 to 1.5 acres and has also been reconfigured. Instead of one 1.8 acre park, two parks are now proposed. A 1.1 acre community park is located along the internal loop road, and a 0.4 acre pocket park is located at the terminus of Glennora Way.

Commercial Land Use

New development standards have been included for screening of this area from the existing residential uses to the east. Also, standards have been included to focus this land use as a pedestrian friendly environment and to try and move away from a strip mall type environment. Staff would recommend that one additional standard be included to truly make this a pedestrian retail area. This standard would prohibit drive-through uses in this area unless certain conditions are met. The proposed wording can be found in Attachment 2.

Hotel Land Use

This land use replaces the McMurray Road Mixed Use land use. The development standards have been changed to reflect this new land use type. The Revised SP allows an increase in the height normally permitted in the CR zone. The water feature that was previously in the park area is now a development standard for the hotel site.

Multi-Family Housing Use

The specific land use types from the 2006 Specific Plan have been deleted and replaced with a generic multi-family housing land use. New development standards have been added. The density may range from 12-25 units with a maximum cap of 244 units. Standard single family residential lots are not proposed. Permitted uses include a range of higher density housing with a 20% inclusionary affordable housing requirement. Senior housing, including assisted living, is a permitted use.

Parks/Recreation Use

A more functional park system is proposed. Instead of one 1.8 acre centrally located park, two parks are proposed. One is 1.1 acres in size and is centrally located along the internal loop road. The second park is 0.4 acres in size and is located at the terminus of Glennora Way. It provides a pocket park for this project as well as for the Thumbelina neighborhood.

Undergrounding of Existing Overhead Utility Lines

The proposed project would not be served by the existing utility lines located along the eastern property boundary. However, 13 residential properties along Freear Drive to the east are served by these poles. Undergrounding of these poles would also require the undergrounding of the service laterals to these properties.

The undergrounding of these lines was a major discussion point in 2006. As noted in Table 4, wording regarding a requirement to underground these lines was added to the 2006 Specific Plan. The Applicant has dropped this wording from the Revised SP. The request is based on the potential problems associated with trying to work with 13 property owners and disrupting their backyard improvements. If the 13 property owners declined to have their lateral lines placed underground, then poles would still be needed for their service lines and the visual clutter would still remain.

The Planning Commission may still keep the undergrounding wording from the 2006 Specific Plan.

Phasing

Phasing requirements of the 2006 Specific Plan are shown in Table 3. The Applicant has proposed a revised phasing schedule as shown on pages 39 and 40 of the Revised SP. However, staff does not believe it meets the intent of the phasing schedule approved by the Planning Commission and City Council in 2006 which stressed the importance of building the commercial portion of the project first with some assurances before the residential portion can begin. The recommended wording from staff is included in Attachment 2 and is restated below:

B. Phasing

The Specific Plan area is planned to be developed concurrently, but the following phasing parameters shall be followed:

Phase 1: Construction of all required off-site improvements, construction of the loop road and associated backbone infrastructure, development of the two park areas, and master grading of the site in preparation for the super pads throughout the site. A street lighting and landscape master plan would also be developed in this phase.

Phase 2: Development of the hotel and/or retail component of the Specific Plan. The Final Development Plan for either component shall be submitted within five months of the second reading of the Ordinance. A complete building permit application for either component shall be submitted within three months of City approval of the

Final Development Plan. Construction of either component shall begin within two months of building permit issuance. Phase 2 may be processed concurrently with Phase 1.

Phase 3: Development of the residential areas of the Specific Plan. Final Development Plans cannot be submitted or approved for any residential project until a Final Development Plan has been approved for either the hotel or retail component. Building permits for any residential development cannot be issued until building permits are obtained and foundations poured for the retail or hotel component.

Other Issues

The Revised SP still shows two access points along State Highway 246. The easterly access point would be right in and out only. Caltrans has previously stated in writing that they were unsure of whether they could allow these two access points. This issue was still unresolved at the time of adoption of the 2006 Specific Plan. However, staff and the Applicant have met with Caltrans in June of this year and Caltrans has stated that they would not oppose the two access points.

The integration of the adjacent service station at the southwest corner of the property was an issue with the Planning Commission and City Council in 2006. Wording was included in the 2006 Specific Plan to continue to pursue this option and to reserve property within the Specific Plan for the gas station site to use. This wording has been carried over into the Revised SP and the Applicant has initiated contact with the gas station owner.

A fiscal analysis prepared by the Applicant is included as Attachment 3.

ENVIRONMENTAL REVIEW

A third AEIR to the original FEIR (Case No. 03-EIR-01, State Clearinghouse No. 2002081018) for the Oak Springs Village Specific Plan was prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., the State CEQA Guidelines, 14 C.C.R section 15000 et seq., and the Environmental Procedures of the City of Buellton. The AEIR updates the original FEIR to reflect the new mix of land uses as well as update to 2007 conditions. Pursuant to CEQA Guidelines Section 15164, these changes are only minor technical changes and additions and do not change the level of impacts described in the FEIR nor create new impacts.

The mitigation measures from the AEIR will be included as conditions of approval for the Revised SP as well as for subsequent development projects.

RECOMMENDATION

That the Planning Commission:

- (i) receive the staff presentation;
- (ii) open the public hearing and receive testimony; and
- (iii) close the public hearing and consider adoption of Resolution No. 07-10 – "A Resolution of the Planning Commission of the City of Buellton, California,

Recommending that the City Council Approve an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approve The Village Specific Plan for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor's Parcel No. 137-090-045, and Making Findings in Support Thereof" by title only and waive further reading.

ATTACHMENTS

Attachment 1 – Vicinity Map

Attachment 2 – Additional Staff Recommended Changes

Attachment 3 – Fiscal Analysis

Revised Oak Springs Village Specific Plan (Red-Lined Version and Clean Copy, June 2007)(copies for Planning Commission only – copies can be viewed online (www.cityofbuellton.com) or at the Planning Department offices)

Addendum EIR (June 2007)

Planning Commission Resolution No. 07-10

CITY OF BUELLTON

PLANNING COMMISSION MEETING MINUTES

Regular Meeting of August 2, 2007 – 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Chair Gerald Witcher called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Commissioner Hickey led the Pledge of Allegiance

ROLL CALL

Present: Commissioners Leah Hickey, Rob Mullane, Greg Scaduto, Vice
Chair Lois Craig and Chair Gerald Witcher

Staff: Planning Director Marc Bierdzinski
Staff Assistant Clare Barcelona
City Engineer, Rose Hess
Redevelopment Consultant, Tom Figg

REORDERING OF AGENDA

The Agenda was reordered to allow discussion of item #3 prior to item #2.

APPROVAL OF MINUTES

1. Minutes of July 5, 2007 Regular Meeting

RECOMMENDATION:

That the Planning Commission approve the Minutes of July 5, 2007.

DOCUMENT:

Preliminary Minutes of the July 5, 2007 Regular Meeting

MOTION:

Vice Chair Craig moved and Commissioner Mullane seconded the motion to approve the Minutes of the July 5, 2007 Regular Meeting.

VOTE:

Motion passed by a 5-0 voice vote

PUBLIC COMMENTS

None

CONSENT CALENDAR

None

CONTINUED PUBLIC HEARINGS

None

OTHER BUSINESS

3. Review of Highway 246 Planned Improvements – Phase 3

RECOMMENDATION:

That the Planning Commission: (i) receive the staff presentation; (ii) accept public comment; and (iii) provide comments on the schematic design plans that will be forwarded to the City Council.

DOCUMENT:

Planning Department staff report with attachments (Highway 246 Street Scene Improvements, Materials and Furnishings Palette)

DISCUSSION:

Planning Director Bierdzinski presented the staff report.

Lief McKay, RRM Design Group described the proposed improvements and stated that he is available to answer questions.

The Commission discussed the impacts the proposed median would have on traffic flow, Caltrans participation, signage improvements at the On Site Computer Store and the proposed closure of the alleyway adjacent to the Parkway Market.

Bill Fitzgerald, owner of the Parkway Market, stated that he is not in favor of any improvements at the Parkway Market site. He has concerns regarding reduced visibility to his business due to the proposed landscaping and closure of the alley access.

Judy Stauffer, 1610 Cougar Ridge Road, suggested using public art as part of the entry monuments.

The Commission suggested pavers in the crosswalk areas and additional landscaping on the north side of Highway 246 in the area of the proposed car wash as well as on the proposed center median. The Commission requested further research on the impact of closing the alley adjacent to the Parkway Market.

NEW PUBLIC HEARINGS

2. **Resolution No. 07-10 -“A Resolution of the Planning Commission of the City of Buellton, California, Recommending that the City Council Approve an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approve the Village Specific Plan for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof”**

Commissioner Mullane excused himself from the dais due to a conflict of interest based on a perception of bias in regards to his employment status with Rincon Consultants.

RECOMMENDATION:

That the Planning Commission: (i) receive the staff presentation; (ii) open the public hearing and receive testimony; and (iii) close the public hearing and consider the adoption of Resolution No. 07-10 by title only and waive further reading.

DOCUMENT:

Planning Department staff report with attachments (Vicinity Map, Additional Staff Recommended Changes, Fiscal Analysis, Revised Oak Springs Village Specific Plan [Red-Lined Version and Clean Copy, June 2007] Addendum EIR-June 2007)
Planning Commission Resolution No. 07-10

SPEAKERS/DISCUSSION:

Planning Director Bierdzinski presented the staff report with a power point presentation outlining the proposed project.

Chair Witcher opened the Public Hearing at 7:24 p.m.

John Franklin, representing the developer, introduced the Owner/Developer team and gave a brief presentation on the proposed Specific Plan. Mr. Franklin provided the Commission with applicant revisions to Staff’s recommended changes to the Specific Plan.

John Burnaby, 2000 Cougar Ridge Road, asked the Commission to verify that they have no business interest in the proposed project. He had questions regarding the height of the proposed hotel, the undergrounding of the existing utilities and the timing of the park construction.

Chair Witcher closed the public hearing at 8:47 p.m.

Commissioner Scaduto stated his concerns regarding the increase in residential density, the decrease in park size and the reduction of the retail/commercial component.

Commissioner Hickey expressed her support for the separate parks but had concerns about the decrease in the overall park size. She also had concerns regarding the density

of the residential component. Commissioner Hickey stated that she had ex parte communications with Mr. Franklin, Mr. Culler and Mr. Anderson but there was no discussion regarding the project.

Chair Witcher stated he supports the project but would like to see a visual rendition of the residential component.

Commissioner Scaduto requested a conceptual design plan detailing the commercial component as well as the residential component.

Planning Director Bierdzinski suggested a continuance pending conceptual design plans detailing the residential, commercial and hotel components.

John Franklin responded to the Commission stating that the Specific Plan describes a pedestrian friendly mixed use project. A "strip mall" project is not the concept that is being proposed. He stated that the Specific Plan generically describes the project and that detailed elements would be submitted at the development plan stage.

The Commission concurred that the park size should be increased to the original combined size of 1.8 acres.

Vice Chair Craig expressed her support for the project but had concerns regarding the phasing of the commercial construction.

Phil Culler, representing the applicant, assured the Commission that detailed plans describing the residential, commercial and hotel components would be presented at the development plan phase and that they agree to increasing the community park from 1.1 to 1.4 acres.

MOTION:

Vice Chair Craig moved and Commissioner Hickey seconded the motion to adopt Resolution No. 07-10 -- "A Resolution of the Planning Commission of the City of Buellton, California, Recommending that the City Council Approve an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approve the Village Specific Plan for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor's Parcel No. 137-090-045, and Making Findings in Support Thereof" by title only and waive further reading with the changes noted in Attachment 2; with the changes to the phasing as submitted by the applicant except that "foundations poured" is put back into phase 3 and that the large park be increased in acreage from 1.1 to 1.4 acres.

VOTE:

Motion passed with 4-0-1 roll call vote

WRITTEN COMMUNICATIONS

None

PLANNING COMMISSIONER COMMENTS

None

PLANNING DIRECTOR REPORT

Planning Director Bierdzinski updated the Commission on various projects and recent City Council actions.

ADJOURNMENT

Chair Witcher adjourned the Planning Commission meeting at 9:00 p.m. to the next regular scheduled meeting of the Planning Commission to be held August 16, 2007 at the City Council Chambers, 140 West Highway 246, Buellton.

Gerald Witcher, Planning Commission Chair

ATTEST:

Clare Barcelona, Planning Commission Secretary

An audio CD of this Planning Commission Meeting is available upon request.

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SLT
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: Planning Commission
By: Marc Bierdzinski, Planning Director

Date: September 6, 2007 for City Council Meeting of September 13, 2007

Subject: Ordinance No. 07-07 – “An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving “The Village Specific Plan” for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof” (Introduction and First Reading)

BACKGROUND

The Oak Springs Village property was sold last year and the new owner has a revised vision for development of the property and has initiated an amendment to the adopted Specific Plan.

The Oak Springs Village Specific Plan was approved on October 9, 2003, by City Council Ordinance No. 03-05. A Final Environmental Impact Report (FEIR) was prepared and circulated for public review. The FEIR was certified on September 25, 2003, by City Council Resolution No. 03-15. The Oak Springs Village Project site is located at the northeast corner of McMurray Road and Highway 246, Assessor’s Parcel Number 137-090-045 (Attachment 1).

The Oak Springs Village Specific Plan was revised by City Council Ordinance No. 06-05 on May 25, 2006. An Addendum Environmental Impact Report (AIER) to the FEIR for Oak Springs Village was also approved for the revised Specific Plan. The following is a summary of the major changes to the 2003 Specific Plan that were made in 2006.

Table 1 presents a comparison of the 2003 versus the 2006 Specific Plans.

Table 1: 2003 and 2006 Specific Plan Comparison

	Original Acreage (2003)	Revised Acreage (2006)	Change	Original SF/Units (2003)	Revised SF/Units (2006)	Change
Commercial/Large Scale Retail	10.0	8.0	-2.0	107,000/0	80,000/0	-27,000/0
McMurray Mixed Use Commercial	3.2	2.8	-0.4	80,000/0	80,000/28	0/+28
Single Family	2.1	2.6	+0.5	21	22	+1
Multi-Family	2.3	2.3	0	32	34	+2
Affordable Housing	1.0	1.8	+0.8	24	36	+12
Senior Assisted	2.1	2.1	0	75	75	0
Park	1.6	1.8	+0.2	--	--	--

Table 2 is a comparison of the overall commercial square footage of the original Specific Plan to new square footage totals approved in 2006.

Table 2: Commercial Square Footage

Original Specific Plan (2003)	Revised Specific Plan (2006)
Large Scale Retail: 107,000 sf Mixed Use Commercial: 80,000 sf Total: 187,000 sf	Large Scale Retail: 80,000 sf Mixed Use Commercial: 80,000 sf Total: 160,000 sf

Table 3 compares the phasing of the original Specific Plan to that of the 2006 Specific Plan.

Table 3: Phasing Schedule

Original Specific Plan (2003)	Revised Specific Plan (2006)
<p>Phase I: Large Scale Retail (107,000 sf)</p> <p>Phase II: Park area and loop road; this phase must be completed prior to certificates of occupancy for structures developed in Phase III</p> <p>Phase III: Mixed Use Commercial,</p>	<p>Phase I: Large Scale Retail (55,000 sf of the 80,000 sf); development plan approved within 5 months of adoption; building permits issued within 3 months of development plan approval; construction to begin within 2 months of building permit issuance</p> <p>Phase II: Park and loop road</p>

<p>Affordable Housing, Single Family Residential, Townhomes; construction permits for this phase can only be granted when all site improvements in Phase I are complete</p> <p>Phase IV: Senior Assisted Living; this phase can be developed at any time within this phasing plan and is independent of the other phases</p>	<p>Phase IIIA: Affordable Housing and Single Family Residential; development plan submitted after development plan for Phases I and II approved; building permits cannot be issued until the certificate of occupancy is issued for the Phase I construction (however, the final map may be recorded and the grading permits issued prior to the Phase I certificate of occupancy); affordable housing must receive certificate of occupancy before the single family units</p> <p>Phase IIIB: Remainder of the Large Scale Retail area (25,000 sf)</p> <p>Phase IIIC: Townhomes; development plan submitted after development plan for Phases I and II approved; building permits cannot be issued until the certificate of occupancy is issued for the Phase IIIB construction</p> <p>Phase IV: Mixed Use Commercial; construction may occur anytime after Phase I</p> <p>Senior Assisted Living: may occur in any phase after Phase I</p>
---	--

Table 4 presents the wording regarding the undergrounding of the existing power lines along the eastern property line.

Table 4: Utility Undergrounding

Original Specific Plan (2003)	Revised Specific Plan (2006) <i>Added in 2006</i>
No requirements	Requirement to underground included in Specific Plan; the applicant to prepare an undergrounding design study to determine the actual cost to underground these lines, including the installation of side laterals to the 13 residential properties; cost to be split between City (20%) and Applicant (80%) with a cap of \$200,000-if the cost exceeds \$200,000, the amount of overage shall be reviewed and modified by the City Council as part of the development plan for Phase I; the installation of side laterals on the adjoining 13 residential properties is subject to approval by the property owner of each lot; the undergrounding shall occur prior to issuance of final occupancy permits for Phase I

Table 5 shows the comparison of store size restrictions.

Table 5: Size Restrictions

Original Specific Plan (2003)	Revised Specific Plan (2006)
55,000 sf retail "prime" tenant required	One 10,000 sf tenant required; one building required to be 30,000 sf in size

Table 6 is a comparison of the affordable housing requirements.

Table 6: Affordable Housing

Original Specific Plan (2003)	Revised Specific Plan (2006)
20 units per acre minimum = 20 units required; 24 units proposed	20 units per acre minimum = 36 units required; 36 units proposed

As mentioned previously, the property was sold last year and the new owner has a revised vision for development of the property. A revised Specific Plan was submitted in April 2007 by Phil Culler (the "Applicant"), representing the new owners. The project has also been renamed to "The Village Specific Plan." The Village Specific Plan ("Revised SP") is included with this staff report as Attachment 2 and is dated June 2007. The Revised SP contains the existing text from 2006 with deleted sections noted in strikeout and new sections noted in underline. All other wording remains unchanged from the 2006 Specific Plan. The figures are all new to reflect the wording in the Revised SP.

The Revised SP was reviewed by the Planning Commission at their August 2, 2007, public hearing. At that meeting, the Planning Commission, on a 4-0-1 vote (Commissioner Mullane Abstained), adopted Commission Resolution No. 07-10 (Attachment 3) recommending that the City Council approve the AEIR and adopt The Village Specific Plan, subject to the changes recommended by staff and Planning Commission described in Attachment 4.

DISCUSSION

The Revised SP includes numerous minor technical changes and updates along with major changes to the land uses and standards from the 2006 Specific Plan. Staff and the Planning Commission are also recommending additional changes that are noted in Attachment 4 (and described below).

The following is a summary of the major changes to the Revised SP:

Land Uses

Table 7 is a comparison of the land uses of the 2006 Specific Plan to the 2007 Revised SP.

Table 7: 2006 and 2007 Specific Plan Comparison

	Acreage (2006)	Revised Acreage and Uses (2007)	Change	Original SF/Units (2006)	Revised SF/Units (2007)	Change
Commercial/Large Scale Retail	8.0	Commercial 4.0	-4.0	80,000/0	55,000/0	-25,000/0
McMurray Mixed Use Commercial	2.8	Hotel 4.0	+1.2	80,000/28	200,000/0 (150-225 rooms)	+120,000/-28
Single Family	2.6	Combined Residential 12.0	+3.2	22	244	+77
Multi-Family	2.3			34		
Affordable Housing	1.8			36		
Senior Assisted	2.1			75		
Park	1.8	1.8**	0	--	--	--

** The Planning Commission has recommended an increase from the 1.5 acres proposed by the Applicant to the original 1.8 acres from 2006

The commercial focus has changed to provide a hotel site with associated commercial retail support uses. The general retail area is proposed as four acres in size with up to 55,000 square feet of commercial space. The 2006 Specific Plan had 80,000 square feet of retail commercial with a requirement that one building be 30,000 square feet in size and that one tenant be 10,000 square feet in size. The Revised SP has no requirement for minimum building or tenant sizes. The McMurray Mixed Use Commercial land use from the 2006 Specific Plan is now the site of a four acre hotel in the Revised SP. The hotel could have up to 225 rooms. The Applicant envisions the general retail area would have commercial support uses for the hotel (such as restaurants).

The Revised SP has one combined residential land use as opposed to the separate land uses shown in the 2006 Specific Plan. The residential land use would allow multi-family residential projects, including townhomes, condominiums, and apartments. Assisted care facilities would also be permitted. The maximum number of units would be capped at 244. The requirement for 20% of the units to be affordable is still included in the Revised SP. Under the Revised SP, residential builders would not be limited to a product type and acreage as they would have under the 2006 Specific Plan. Builders could purchase a certain portion of the residential area and build their product type.

Overall, the maximum number of residential units has increased by 49 units. This includes a reduction of 28 units in the mixed use units associated with the former McMurray Mixed Use area and an increase of 77 units in the combined residential area.

The Applicant originally proposed a reduction in the park acreage from 1.8 to 1.5 acres with a reconfiguration of the parks. Instead of one 1.8 acre park, two parks are now proposed. A 1.1 acre community park is located along the internal loop road, and a 0.4 acre pocket park is located at the terminus of Glennora Way. However, the Planning Commission had concerns with increasing the residential density and the number of residential units and decreasing the amount of park area. The Planning Commission is recommending that the park acreage stay at the previously approved size of 1.8 acres, but does see the benefit of having the two park areas. The community park would be increased in size to 1.4 acres.

Commercial Land Use

New development standards have been included for screening of this area from the existing residential uses to the east. Also, standards have been included to focus this land use as a pedestrian friendly environment and to try and move away from a strip mall type environment. Staff would recommend that one additional standard be included to truly make this a pedestrian retail area. This standard would prohibit drive-through uses in this area unless certain conditions are met. The proposed wording can be found in Attachment 4.

Hotel Land Use

This land use replaces the McMurray Road Mixed Use land use. The development standards have been changed to reflect this new land use type. The Revised SP allows an increase in the height normally permitted in the CR zone from 45 feet to 64 feet. The water feature that was previously in the park area is now a development standard for the hotel site.

Multi-Family Housing Use

The specific land use types from the 2006 Specific Plan have been deleted and replaced with a generic multi-family housing land use. New development standards have been added. The density may range from 12-25 units with a maximum cap of 244 units. Standard single family residential lots are not proposed. Permitted uses include a range of higher density housing with a 20% inclusionary affordable housing requirement. Senior housing, including assisted living, is a permitted use.

The Planning Commission had concerns with the increase in the permitted densities and the reduction in park acreage and not knowing what the product types would look like. Final Development Plans are required for all residential projects and the Planning Commission would be able to review and modify projects as they come forward through this process using the Specific Plan and Community Design Guidelines as a guide. With the review of Final Development Plans and the increase in park area back to 1.8 acres, the Planning Commission was comfortable moving forward with the Revised SP.

Parks/Recreation Use

As previously mentioned, the park acreage has been increased to 1.8 acres as noted in Attachment 4. A more functional park system is proposed. Instead of one 1.8 acre centrally located park, two parks are proposed. One is now 1.4 acres in size and is centrally located along the internal loop road. The second park in 0.4 acres is size and is located at the terminus of Glennora Way. It provides a pocket park for this project as well as for the Thumbelina neighborhood.

Undergrounding of Existing Overhead Utility Lines

The proposed project would not be served by the existing utility lines located along the eastern property boundary. However, 13 residential properties along Freear Drive to the east are served by these poles. Undergrounding of these poles would also require the undergrounding of the service laterals to these properties.

The undergrounding of these lines was a major discussion point in 2006. As noted in Table 4, wording regarding a requirement to underground these lines was added to the 2006 Specific Plan. The Applicant has dropped this wording from the Revised SP. The request is based on the potential problems associated with trying to work with 13 property owners and disrupting their backyard improvements. If the 13 property owners declined to have their lateral lines placed underground, then poles would still be needed for their service lines and the visual clutter would still remain.

The City Council may still keep the undergrounding wording from the 2006 Specific Plan or modify it as they so desire.

Phasing

Phasing requirements of the 2006 Specific Plan are shown in Table 3. The Applicant has proposed a revised phasing schedule as shown on pages 39 and 40 of the Revised SP. However, staff does not believe it meets the intent of the phasing schedule approved by the Planning Commission and City Council in 2006 which stressed the importance of building the commercial portion of the project first with some assurances before the residential portion can begin. The recommended wording from staff and the Planning Commission is included in Attachment 4 and is restated below. The Applicant agrees to the following wording with the exception of the last sentence under the Phase 3:

B. Phasing

The Specific Plan area is planned to be developed concurrently, but the following phasing parameters shall be followed:

Phase 1: Construction of all required off-site improvements, construction of the loop road and associated backbone infrastructure, and master grading of the site in preparation for the super pads throughout the site. A street lighting and landscape master plan (including the two park areas) would also be developed in this phase.

Phase 2: Development of the hotel and/or retail component and development of the 1.4 acre central park area of the Specific Plan. The Final Development Plan for either the hotel or retail component and the central park area shall be submitted within five months after the approval of the Phase 1 Improvement Plans. A complete building permit application for either the hotel or retail component and the central park area shall be submitted within three months of City approval of the Final Development Plan. Construction of either the hotel or retail component and the central park area shall begin within two months of building permit issuance. Phase 2 may be processed concurrently with Phase 1.

Phase 3: Development of the residential areas and the 0.4 acre pocket park area of the Specific Plan. Final Development Plans cannot be approved for any residential project until a Final Development Plan has been approved for either the hotel or retail component. Building permits for any residential development cannot be issued until building permits are obtained and foundations poured for the retail or hotel component.

Other Issues

The Revised SP still shows two access points along State Highway 246. The easterly access point would be right in and out only. Caltrans has previously stated in writing that they were unsure of whether they could allow these two access points. This issue was still unresolved at the time of adoption of the 2006 Specific Plan. However, staff and the Applicant met with Caltrans in June of this year and Caltrans stated that they would not oppose the two access points.

The integration of the adjacent service station at the southwest corner of the property was an issue with the Planning Commission and City Council in 2006. Wording was included in the 2006 Specific Plan to continue to pursue this option and to reserve property within the Specific Plan for the gas station site to use. This wording has been carried over into the Revised SP and the Applicant has initiated contact with the gas station owner.

A fiscal analysis prepared by the Applicant is included as Attachment 5.

ENVIRONMENTAL REVIEW

A third AEIR (Attachment 6) to the original FEIR (Case No. 03-EIR-01, State Clearinghouse No. 2002081018) for the Oak Springs Village Specific Plan was prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., the State CEQA Guidelines, 14 C.C.R section 15000 et seq., and the Environmental Procedures of the City of Buellton. The AEIR updates the original FEIR to reflect the new mix of land uses as well as the 2007 conditions. Pursuant to CEQA Guidelines Section 15164, these changes are only minor technical changes and additions and do not change the level of impacts described in the FEIR nor create new impacts.

The mitigation measures from the AEIR will be included as conditions of approval for the Revised SP as well as for subsequent development projects.

FISCAL IMPACT

No direct negative fiscal impacts to the City are anticipated. However, if the undergrounding provision were added back into the Revised SP then the City may incur some costs associated with this item depending on the City's level of participation.

RECOMMENDATION

That the City Council receive staff's presentation, open the Public Hearing, receive public testimony, close the Public Hearing, and consider the introduction and first reading of Ordinance No. 07-07 – "An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving "The Village Specific Plan" for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor's Parcel No. 137-090-045, and Making Findings in Support Thereof", by title only and waive further reading.

ATTACHMENTS

Attachment 1 – Vicinity Map

Attachment 2 – The Village Specific Plan (Red-Lined Version, June 2007) (the Specific Plan can be viewed online at www.cityofbuellton.com or at the Planning Department)

Attachment 3 – Planning Commission Resolution No. 07-10

Attachment 4 – Staff and Planning Commission Recommended Changes

Attachment 5 – Fiscal Analysis

Attachment 6 – Addendum EIR (June 2007)

Ordinance No. 07-07

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of September 13, 2007
City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Diane Whitehair called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Council Member Dale Molesworth led the Pledge of Allegiance

ROLL CALL

Present: Council Members Ed Andrisek, Dale Molesworth, Victoria Pointer, Mayor Pro Tem Russ Hicks, and Mayor Diane Whitehair

Staff: City Manager Steve Thompson, City Attorney Don Kircher (Via Telephone), Planning Director Marc Bierdzinski, City Engineer Rose Hess, Assistant City Engineer Bill Callaghan, Public Works Director Bill Albrecht, Finance Director Kathy Wollin, Station Commander Lt. Leland Bentley, and Deputy City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Chuck Kline, Santa Ynez, stated the memorandum prepared by City Engineer Hess and Planning Director Bierdzinski regarding the Terravant Wine Company property floodway failed to include important data. City Engineer Hess stated she is confident with her review and findings regarding this issue.

Larry Bishop, Buellton, requested that the City Council have an independent certified arborist evaluate the oak tree at 225 West Highway 246 to determine whether it is diseased. Mr. Bishop indicated that the tree is scheduled to be removed and asked that the tree be saved if it is not diseased.

Planning Director Bierdzinski indicated the tree is not healthy enough to survive. Mayor Pro Tem Hicks requested that the arborist report be distributed for Council's review.

CONSENT CALENDAR

1. **Minutes of August 23, 2007 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2007-08**
3. **Resolution No. 07-15 – “A Resolution of the City Council of the City of Buellton, California, Adopting the Federal Highway Administration Route Designation Updates”**

RECOMMENDATION:

That the City Council approve the Consent Calendar as listed.

MOTION:

Motion by Council Member Pointer, seconded by Council Member Andrisek to approve Agenda Items 1, 2, and 3, of the Consent Calendar.

VOTE:

Motion passed by a roll call vote of 5-0, with Council Member Molesworth abstaining on Item 1 due to his absence from the City Council meeting of August 23, 2007.

PRESENTATIONS

None

PUBLIC HEARING

4. **Ordinance No. 07-07 – “An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving “The Village Specific Plan” for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof” (Introduction and First Reading)**

RECOMMENDATION:

That the City Council conduct a public hearing and consider the introduction and first reading of Ordinance No. 07-07.

STAFF REPORT:

Planning Director Bierdzinski presented the staff report.

Council Member Andrisek asked City Attorney Kircher whether his place of employment, and its proximity to the proposed project site, would preclude him from participating in the discussion regarding this item. City Attorney Kircher indicated there was no conflict.

Council Members Andrisek, Molesworth, Pointer, and Mayor Pro Tem Hicks stated they met with the applicant to discuss the project. Mayor Pro Tem Hicks stated he visited one of the applicant's project sites in Southern California.

DOCUMENTS:

Staff Report with attachments (Vicinity Map; The Village Specific Plan (Red-Lined Version, June 2007); Planning Commission Resolution No. 07-10; Staff and Planning Commission Recommended Changes; Fiscal Analysis; Addendum Environmental Impact Report (June 2007); and Ordinance No. 07-07)

SPEAKERS/DISCUSSION:

Mayor Whitehair opened the Public Hearing at 6:43 p.m.

John Franklin, applicant and representative of the Miller Family, introduced the project team and explained their decision to revise the Specific Plan. Mr. Franklin stated he would like to begin improvements in 2008, hotel construction in 2009, and then housing construction.

Mr. Franklin discussed the issues of undergrounding utility poles along the east side of the project site, and the difficulty of getting this done based on the need for cooperation by the affected residents on Freear Drive. Mr. Franklin proposed that the \$160,000 allocated for utility pole undergrounding be used for park improvements.

The Council discussed various issues including: **undergrounding of utility poles**; the emergency access point at Glennora Way; how the parks will be structured; park restroom facilities; park maintenance and turning the parks over to the City after project completion; maximum hotel height (four stories); potential drive through facilities; truck parking; guest parking spaces; adding single family residences back into the project and changing the residential terminology from multi-family residential to residential; the senior housing component; adding more commercial occupancy; requiring rental units; and making sure the project does not look like a "strip mall".

Mayor Whitehair stated the Council received an email from Anita Elovitz requesting the Glennora Way emergency access remain in the project.

Peggy Brierton, Buellton, stated she would like the senior housing component returned to the project; additional commercial space; an increase in rear setbacks; single family homes in the residential component; an increase in guest parking spaces per unit; and updating the traffic circulation data.

Katherine Shaw, Buellton, stated the utility poles should be undergrounded if possible.

Ron Anderson, Buellton, stated he talked to the Freear Drive residents about paying a portion of utility pole undergrounding and the response was not favorable.

Cindy Taylor, Buellton, discussed undergrounding utility poles; parking; and landscaping.

Mayor Whitehair closed the Public Hearing at 8:05 p.m.

MOTION:

Motion by Council Member Molesworth, seconded by Council Member Pointer approving the introduction and first reading of Ordinance No. 07-07 – “An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving “The Village Specific Plan” for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof” by title only and waive further reading and amending the Specific Plan by replacing the terminology “multi-family residential” to “residential” and adding \$160,000 for park services.

VOTE:

Motion passed by a roll call vote of 4-1, with Council Member Andrisek voting no.

Mayor Whitehair called a 10 minute break at 8:45 p.m.

Mayor Whitehair reconvened the meeting at 8:55 p.m.

COUNCIL MEMBER COMMENTS

Council Member Pointer and Mayor Whitehair reported they attended the League of California Cities Annual Conference in Sacramento from September 5-8. Council Member Pointer stated she received her second Advanced Leadership Academy pin at the conference.

Council Member Molesworth questioned the development status of the project at La Lata Drive and Planning Director Bierdzinski stated the applicant has filed their final development plan and a grading permit will be issued soon.

COUNCIL ITEMS

None

WRITTEN COMMUNICATIONS

None

CITY OF BUELLTON
City Council Agenda Staff Report

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

To: The Honorable Mayor and City Council

From: Marc Bierdzinski, Planning Director

Date: September 20, 2007 for City Council Meeting of September 27, 2007

Subject: Ordinance No. 07-07 – “An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving “The Village Specific Plan” for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof” (Second Reading)

BACKGROUND/DISCUSSION

At the meeting of September 13, 2007, the City Council introduced and held the first reading of Ordinance No. 07-07, an ordinance adopting an Addendum Environmental Impact Report and approving The Village Specific Plan.

The City Council requested that two items from the 2006 Specific Plan be retained and modified in the revised Specific Plan. One was adding “single family residential” to the permitted uses within the Residential Land Use category. This has occurred throughout the Specific Plan along with modifying the density allowances so as not to preclude a single family development from being built. The density range has been modified from 12-25 units per acre to 6-25 units per acre.

The second item relates to the applicant offering the City \$160,000 for park and aesthetic improvements in lieu of undergrounding the utilities along the east property line. The new wording is on Page 20 of the Specific Plan and restated below:

In lieu of undergrounding the existing utility poles along the eastern property boundary, the applicant shall submit \$160,000 to the City of Buellton for use in enhancing The Village Specific Plan property. The allocation of these funds shall be determined by separate action of the City Council. The funds may be used for

open space/park enhancements, park maintenance, tree planting, and other aesthetic enhancements as determined by the City Council. The \$160,000 shall be submitted prior to pouring of the foundations for the hotel or retail component.

The clean version of The Village Specific Plan (September 27, 2007) is attached and includes all approved changes and deletions that were included with the first reading and introduction of Ordinance No. 07-07, including the two noted above.

ENVIRONMENTAL REVIEW

A third Addendum Environmental Impact Report to the original Final Environmental Impact Report (Case No. 03-EIR-01, State Clearinghouse No. 2002081018) for the Oak Springs Village Specific Plan was prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., California Environmental Quality Act Guidelines, 14 C.C.R section 15000 et seq., and the Environmental Procedures of the City of Buellton. The Addendum Environmental Impact Report updates the original Final Environmental Impact Report to reflect the new mix of land uses as well as the 2007 conditions. Pursuant to CEQA Guidelines Section 15164, these changes are only minor technical changes and additions and do not change the level of impacts described in the Final Environmental Impact Report nor create new impacts.

The mitigation measures from the Addendum Environmental Impact Report will be included as conditions of approval for the Revised Specific Plan as well as for subsequent development projects.

FISCAL IMPACT

No direct negative fiscal impacts to the City are anticipated.

RECOMMENDATION

That the City Council consider the adoption of Ordinance No. 07-07 – "An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving "The Village Specific Plan" for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor's Parcel No. 137-090-045 and Making Findings in Support Thereof" by title only and waive further reading.

ATTACHMENTS

The Village Specific Plan, September 27, 2007
Addendum EIR (June 2007)
Ordinance No. 07-07

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of September 27, 2007

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Diane Whitehair called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Council Member Victoria Pointer led the Pledge of Allegiance

ROLL CALL

Present: Council Members Ed Andrisek, Dale Molesworth, Victoria Pointer, Mayor Pro Tem Russ Hicks, and Mayor Diane Whitehair

Staff: City Manager Steve Thompson, Assistant City Attorney Ralph Hanson, Planning Director Marc Bierdzinski, City Engineer Rose Hess, Public Works Director Bill Albrecht, Finance Director Kathy Wollin, Deputy Win Smith, and Deputy City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

Deputy Win Smith briefed the Council on the fire that took place at the Farmhouse Motel. The Mayor thanked the Fire Department for their quick response and the Sheriff's Department and other personnel who assisted.

Council Member Andrisek asked that the City honor Blacksmith Hans Duus with a proclamation celebrating his 25 years in business. Council Member Pointer suggested that the Chamber of Commerce recognize Mr. Duus and indicated she will contact the Chamber regarding this issue.

CONSENT CALENDAR

1. **Minutes of September 13, 2007 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2007-08**

RECOMMENDATION:

That the City Council approve the Consent Calendar as listed.

MOTION:

Motion by Council Member Molesworth, seconded by Council Member Andrisek to approve Agenda Items 1 and 2 of the Consent Calendar, with a change to page four of the minutes to reflect that Council Member Molesworth requested the development status of the La Lata project, rather than Council Member Andrisek.

VOTE:

Motion passed by a roll call vote of 5-0.

PRESENTATIONS

None

PUBLIC HEARINGS

None

COUNCIL MEMBER COMMENTS

Council Member Molesworth thanked Planning Director Bierdzinski for the update on the number of affordable housing units in Buellton.

COUNCIL ITEMS

None

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Council Member Molesworth submitted a written report regarding his participation at the Central Coast Water Authority Board of Directors meeting on September 27th.

CITY MANAGER ITEMS

3. **Ordinance No. 07-07 – “An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving “The Village Specific Plan” for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045, and Making Findings in Support Thereof” (Second Reading)**

RECOMMENDATION:

That the City Council consider the adoption of Ordinance No. 07-07.

STAFF REPORT:

Planning Director Bierdzinski presented the staff report.

DOCUMENTS:

Staff Report with attachments (The Village Specific Plan (September 2007); Addendum Environmental Impact Report (June 2007); and Ordinance No. 07-07)

SPEAKERS/DISCUSSION:

In response to a question regarding a proposed theater on the site, Phil Culler, agent for the applicant, indicated there are no plans of adding a theater to the project.

The Council discussed several issues pertaining to the Specific Plan including the status of the service station on the corner of Highway 246 and McMurray Road, utility undergrounding, and phasing of the project components.

MOTION:

Motion by Council Member Pointer, seconded by Council Member Molesworth approving the adoption of Ordinance No. 07-07 – “An Ordinance of the City Council of the City of Buellton, California, Approving an Addendum Environmental Impact Report to the Certified Final Environmental Impact Report for Oak Springs Village, and Approving “The Village Specific Plan” for a Mixed Use Development, Located on 23.86 Acres of Vacant Property at the Northeast Corner of McMurray Road and Highway 246, Assessor’s Parcel No. 137-090-045 and Making Findings in Support Thereof” by title only and waive further reading.

VOTE:

Motion passed by a roll call vote of 5-0.

137-090-045
MILLER BROTHERS
ACQUISITIONS, LLC
4232-8 LAS VIRGENES ROAD, #101
CALABASAS, CA 91302

137-090-048
JOHNSTON, JEFFREY H TRUST
PO BOX 122
BUELLTON, CA 93427

137-090-067, -068
BAKER, JOEL R
PO BOX 66
BUELLTON, CA 93427

PHIL CULLER
4205 KINGSVIEW ROAD
MOORPARK, CA 93021

137-170-039
MCDONALDS CORPORATION
1727 CAMBRIDGE WAY
SANTA MARIA, CA 93454

137-170-044
GUGGIA MILT/ANGELA J
5745 OAKHILL DR
SANTA MARIA, CA 93455

137-170-045
KANG FAMILY PARTNERS
555 MCMURRAY RD
BUELLTON, CA 93427

137-170-046
GRAN FAMILY TRUST
129 FLORIN ST
SHELL BEACH, CA 93449

137-170-056
JOHNSTON, JEFFREY H TRUST
PO BOX 122
BUELLTON, CA 93427

137-170-057
COUNTY OF SANTA BARBARA
123 E ANAPAMU ST
SANTA BARBARA, CA 93101

137-180-053
GIORGI, JOHN R & DOROTHY L
2000 REVOCABLE TRUST
PO BOX 117508
CARROLLTON, TX 75011

137-180-054
GIORGI, JOHN R & DOROTHY L
2000 REVOCABLE TRUST
PO BOX 75011
CARROLLTON, TX 75011

137-180-063
BUECHS PARTNERSHIP
217 W CENTRAL AVE # B
LOMPC, CA 93436

137-200-030
BRANDER ERIK TRUSTEE (for)
BRANDER ERIK TR 11/23/98
925 BROOKTREE RD
SANTA BARBARA, CA 93108

137-200-048
MOBIL OIL CORPORATION
PO BOX 4973
HOUSTON, TX 77210

137-200-063
THRIFTY OIL COMPANY
13116 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

137-200-064
THREE IN A ROW
254 E HWY 246
BUELLTON, CA 93427

137-200-080, -081
WEATHERBY ENTERPRISES
PO BOX 1280
SOLVANG, CA 93464

137-224-002
BERMUDEZ, VICTOR M
274 KENDALE RD
BUELLTON, CA 93427

137-200-084
LYKKEN STEPHEN EARL/MARY
ANN TRUSTEE (for) LYKKEN 1992
TRUST 10-24-97
1285 QUAIL RIDGE RD
SOLVANG, CA 93463

137-200-088
ALBERTSONS INC
PO BOX 20
BOISE, ID 83726

137-200-089
LORENZO MANOR INC
3336 E 32ND ST # 217
TULSA, OK 74135

137-200-091
PENSA PROPERTIES
798 KOLDING AVE
SOLVANG, CA 93463

137-200-092
LEE, PUM Y
246 HIGHWAY 246
BUELLTON, CA 93427

137-200-093
PORTER ALAN R
PO BOX 5460
SANTA BARBARA, CA 93150

137-211-001
GOMEZ JAVIER F
237 GLENNORA WAY
BUELLTON, CA 93427

137-211-002
MARX TOMMY C/DAWN WAFER
243 GLENNORA WAY
BUELLTON, CA 93427

137-211-003
HANSEN, PAUL B
253 GLENNORA WAY
BUELLTON, CA 93427

137-211-004
LAMB RANDALL/PATRICIA
261 GLENNORA WAY
BUELLTON, CA 93427

137-212-001
SHAW KATHERINE ANN
P O BOX 1362
SOLVANG, CA 93464

137-212-002	IBARRA ANDRES/MARIA P O BOX 680 LOS OLIVOS, CA 93441	137-212-003	DAVIS RUTH FAM TR 463 FREEAR DR BUELLTON, CA 93427	137-212-004	MERCADO ARTHUR E JR/GAYLE A 451 FREEAR DR BUELLTON, CA 93427
137-212-005	GIORGIO MARK 433 FREEAR DR BUELLTON, CA 93427	137-212-006	WILLIE AND PATRINA JONES 417 FREEAR DRIVE BUELLTON, CA 93427	137-213-001	GHERLONE, ANDREW E 997 FREDENSBORG CYN RD SOLVANG, CA 93463
137-213-002	ANDO EDWARD A/SHIRLEY J TRUSTEES (for) ANDO REV TRUST 5/4/90 491 GAY DR BUELLTON, CA 93427	137-213-003	BRADY PATRICK L/DIANNE K 471 GAY DR BUELLTON, CA 93427	137-213-004	ESCALERA, MANUEL 455 GAY DR BUELLTON, CA 93427
137-213-005	GUTIERREZ EVERADO/DOLORES 437 GAY DR BUELLTON, CA 93427	137-213-006	GARCIA, CECILIA 421 GAY DR BUELLTON, CA 93427	137-213-007	MESSINA, ARETTA B REVOCABLE TRUST 422 FREEAR DR BUELLTON, CA 93427
137-213-008	JIMENEZ, JESUS RAUL 438 FREEAR DR BUELLTON, CA 93427	137-213-009	GREEN, JACKLYN S 454 FREEAR DR BUELLTON, CA 93427	137-213-010	ADAMS, DEAN & JUDITH FAMILY TRUST 472 FREEAR DR BUELLTON, CA 93427
137-221-001	GUERRERO JOSE SANTOS/LETICIA 391 FREEAR DR BUELLTON, CA 93427	137-221-002	SPRAGUE, BENJAMIN W 373 FREEAR DR BUELLTON, CA 93427	137-221-003	PERSSON SVEN ERIC/MARTHA JEANNE TRUSTEES (for) PERSSON SVEN & MARTY TR 358 FREEAR DR BUELLTON, CA 93427
137-221-004	ESHOM, SHARON LOIS 341 FREEAR DR BUELLTON, CA 93427	137-221-005	GOTHARD MARIA H PO BX 385 BUELLTON, CA 93427	137-221-006	SNOW ANICE M 5995 MUSTARD CREEK RD PASO ROBLES, CA 93446
137-222-001	MOOS, JACQUELINE LEE PO BOX 6694 SANTA BARBARA, CA 93160	137-222-002	DENNISON BERNARD G/VIVIAN I TRUSTEES (for) DENNISON BERNARD/VIVIAN TR 393 GAY DR BUELLTON, CA 93427	137-222-003	AGUILAR, CIRILO 377 GAY DR BUELLTON, CA 93427
137-222-004	HERRERA, MARIA 361 GAY DR BUELLTON, CA 93427	137-222-005	ROBISON DONALD/SHARON L PO BX 170 BUELLTON, CA 93427	137-222-006	TWOMEY, JAMES F JR 342 FREEAR DR BUELLTON, CA 93427
137-222-007	PERSSON SVEN E/MARTHA J TRUSTEES (for) PERSSON SVEN/MARTY TR 358 FREEAR DR BUELLTON, CA 93427	137-222-008	BURNS ROBERT C/DAWN 378 FREEAR DR BUELLTON, CA 93427	137-224-001	PERSSON EDITH TRUSTEE (for) PERSSON FAM TR 1 2/13/87 358 FREEAR DR BUELLTON, CA 93427

137-211-005	FLORES, RAFAEL F 269 GLENNORA WAY BUELTORN, CA 93427	137-211-006	MOGENSEN GARY 277 GLENNORA WAY BUELLTON, CA 93427	137-211-007	ROBLES, RICARDO PO BOX 145 BUELLTON, CA 93427
137-211-008	DOBBIN JAMES L/MARLENE V 295 GLENNORA WAY BUELLTON, CA 93427	137-214-001	ESPINOZA, ROSARIO G 490 GAY DR BUELLTON, CA 93427	137-214-002	ROBERTSON, LOIS M FAMILY TRUST 1620 MAY FLOWER CT APT A216 WINTER PARK, FL 32792
137-214-003	BAILEY FAMILY TRUST 456 GAY DR BUELLTON, CA 93427	137-214-004	DIAZ, JUAN 436 GAY DR BUELLTON, CA 93427	137-214-005	HUDSON CHARLES E/KIM E 420 GAY DR BUELLTON, CA 93427
137-223-001	FERRIERA, VIRGINIA ANN REVOCABLE TRUST 3/11/04 392 GAY DR BUELLTON, CA 93427	137-223-002	FREEAR, JOHN ALFRED 30441 N SERVILLA PL CASTAIC, CA 91384	137-223-003	AGUILAR, CIRILO 362 GAY DR BUELLTON, CA 93427
137-223-004	GALLARDO FAMILY TRUST 295 KENDALE RD BUELLTON, CA 93427	137-224-003	MARTINEZ, MARK D 525 FARMLAND DR BUELLTON, CA 93427	137-224-004	ROBERT & ROSE MILLER FAMILY TRUST 8/27/94 290 KENDALE RD BUELLTON, CA 93427
137-224-005	PELTON, KATHRYN D 296 KENDALE RD BUELLTON, CA 93427	137-230-001	STOLTZ NORMA M 507 THUMBELINA DR BUELLTON, CA 93427	137-230-002	ILLES FAMILY REVOCABLE TRUST 9/8/04 511 THUMBELINA DR BUELLTON, CA 93427
137-230-003	WHEELER MARILYN E 523 THUMBELINA DR BUELLTON, CA 93427	137-230-004	BOREN, TRUMAN ALLAN 531 THUMBELINA DR BUELLTON, CA 93427	137-230-005	THIELEN AVERYL & ELIZABETH SPEARMAN TTES 851 MALCOLM AVE LOS ANGELES, CA 90024
137-230-006	DITTMAR, RUSSELL LEE TRUST 555 THUMBELINA DR BUELLTON, CA 93427	137-230-007	PASSMORE, MICHAEL 554 THUMBELINA DR BUELLTON, CA 93427	137-230-008	RAY DONALD G/DORIS V TRUSTEES (for) RAY DONALD G/DORIS V FAM TR 12-13-94 550 THUMBELINA DR BUELLTON, CA 93427
137-230-009	ROBB DAVID S/KATHLEEN M 544 THUMBELINA DR BUELLTON, CA 93427	137-230-010	ANDBERG, SHIRLEY J LIVING TRUST 6/12/03 538 THUMBELINA DR BUELLTON, CA 93427	137-230-011	CANTER NANCY TRUSTEE (for) CANTER NANCY SEPARATE PPTY TR 7-6-93 951 ELK GROVE LN SOLVANG, CA 93463
137-230-012	TARLETON DAVID ROBERT 522 THUMBELINA DR BUELLTON, CA 93427	137-230-013	POINTER MICHAEL N/VICTORIA D 512 THUMBELINA DR BUELLTON, CA 93427	137-230-014	KUBECKA, STEPHANIE ANNETTE 506 THUMBELINA DR BUELLTON, CA 93427

137-241-003
GRAY, JAMES F & NORMA H 2005
TRUST
391 THUMBELINA DR
BUELLTON, CA 93427

137-241-006
CALLOW 1995 FAMILY TRUST
4651 LA ESPADA AVE
SANTA BARBARA, CA 93111

137-241-010
EVERT, LOREN M/LILLIAN M LIV
TR/SURV TR 5/19/00
381 THUMBELINA DR
BUELLTON, CA 93427

137-242-003
ROBERTS DONALD V/ROSE M
TRUSTEES (for) ROBERTS
DONALD V/ROSE M REV TR
8/30/89
463 ODENSE ST

137-242-006
DOMINGOS DAVID/SANDRA
404 THUMBELINA DR
BUELLTON, CA 93427

137-242-009
HANSEN PAMELA M
PO BOX 34
BUELLTON, CA 93427

137-331-002
DEMANGATE ERIC M/AMY R
338 ODENSE ST
BUELLTON, CA 93427

137-331-005
PRENDERGAST, JENNIFER
384 ODENSE ST
BUELLTON, CA 93427

137-331-008
ARRAYGA, ALBERTO
397 KENDALE RD
BUELLTON, CA 93427

137-331-011
JOHNSON THOMAS M/LYNNE W
PO BOX 357
BUELLTON, CA 93427

137-241-004
LOVE DONALD R/JOYCE A TR
926 RANCH VIEW LN
SOLVANG, CA 93463

137-241-007
HILTON ROBERT PAUL/MARIE
LOUISE HATHAWAY
465 THUMBELINA DR
BUELLTON, CA 93427

137-242-001
LUNG, KEVIN VERN
492 THUMBELINA DR
BUELLTON, CA 93427

137-242-004
GRAY GLENN A/DEBORAH R
440 THUMBELINA DR
BUELLTON, CA 93427

137-242-007
MOORE GILBERT R/NANCY L
TRUSTEES (for) MOORE GILBERT
R/NANCY L TR 3-4-91
382 THUMBELINA DR
BUELLTON, CA 93427

137-242-010
DALE, DENVER EVERT GIFT
TRUST
381 THUMBELINA DR
BUELLTON, CA 93427

137-331-003
FENENGA RONALD S/JULENE K
352 ODENSE ST
BUELLTON, CA 93427

137-331-006
OFSTEAD JOHN BENEDICT/LINDA
LEE TRSTEEES (for) OFSTEAD
FAMILY TRUST 7/12/99
402 ODENSE ST
BUELLTON, CA 93427

137-331-009
HENREY, RICK
387 KENDALE RD
BUELLTON, CA 93427

137-331-012
ROBERTS, JACQUELYN ANN
546 BAKEMAN LN
ARROYO GRANDE, CA 93420

137-241-005
ELOVITZ LEO/ANITA M
429 THUMBELINA DR
BUELLTON, CA 93427

137-241-008
FEELEY JAMES F/SHARAN A
479 ODENSE ST
BUELLTON, CA 93427

137-242-002
FOUCH MARTHA L TRUSTEE (for)
FOUCH REV TR 5-30-91
476 THUMBELINA DR
BUELLTON, CA 93427

137-242-005
ELLIOTT FAMILY TRUST
2630 QUAIL VALLEY RD
SOLVANG, CA 93463

137-242-008
FRANCO, DANIEL H
364 THUMBELINA DR
BUELLTON, CA 93427

137-331-001
COMMON HELEN E
324 ODENSE ST
BUELLTON, CA 93427

137-331-004
NELSON BIRGIT B
368 ODENSE ST
BUELLTON, CA 93427

137-331-007
WOLF ROBERT D/GAIL M
418 ODENSE ST
BUELLTON, CA 93427

137-331-010
MACFADYEN TRUST
1653 AALBORG CT
SOLVANG, CA 93463

137-331-013
SORENSEN, CHARLES & VICKIE
LIVING TRUST
361 KENDALE RD
BUELLTON, CA 93427

137-331-014	ALFINO, ANTHONY 355 KENDALE RD BUELLTON, CA 93427	137-331-015	BEALE ARTHUR G/WILMA V 341 KENDALE RD BUELLTON, CA 93427	137-332-001	WILBUR, ANN TRUST 316 KENDALE RD BUELLTON, CA 93427
137-332-002	SLONNEGER FAMILY LIVING TRUST 12/29/04 13176 FENTON AVE SYLMAR, CA 91342	137-332-003	EVERT, LOREN M & LILLIAN M LIVING TRUST/SURVIVOR'S TRUST 5/19/00 PO BOX 1 BUELLTON, CA 93427	137-332-004	MASHBURN NORMAN/WILLA M 338 KENDALE RD BUELLTON, CA 93427
137-332-005	ESPINOSA, FREDERICK A 344 KENDALE RD BUELLTON, CA 93427	137-332-006	YOUNG, CALDER RALPH 348 KENDALE RD BUELLTON, CA 93427	137-332-007	LUGO, CESAR ZATARINE 354 KENDALE RD BUELLTON, CA 93427
137-332-008	FARRIER PATRICK M/DAWN J 358 KENDALE RD BUELLTON, CA 93427	137-332-009	NIELSEN DARYL A JR/TERRY 362 KENDALE RD BUELLTON, CA 93427	137-332-010	EVERT, LOREN M & LILLIAN M SURVIVORS TRUST 381 THUMBELINA DR BUELLTON, CA 93427
137-332-011	CHRISTIAN LEILA FAYE TRUSTEE (for) CHRISTIAN L FAYE LIV TR 10- 29-94 391 ELISA CT BUELLTON, CA 93427	137-332-012	ROBLES JULIE ANN 392 ELISA CT BUELLTON, CA 93427	137-332-013	RODRIGUES MANUEL J/DIANA M 398 ELISA CT BUELLTON, CA 93427
137-332-014	WARNING ROBERT C/JOANN TRUSTEES (for) WARNING FAM TRUST 5/29/90 386 KENDALE RD BUELLTON, CA 93427	137-332-015	COLLIER JOHN E/JANICE N 392 KENDALE RD BUELLTON, CA 93427	137-332-016	RICHARD & JOANN WHITE FAMILY TRUST 4/30/01 2408 HILL LN REDONDO BEACH, CA 90278
137-341-001	SKINNER, DAVID A 299 GLENNORA WAY BUELLTON, CA 93427	137-341-002	REYES FAMILY TRUST 11/2/04 311 GLENNORA WAY BUELLTON, CA 93427	137-341-003	HELLINGS DON/HELEN FAMILY TRUST 331 GLENNORA WAY BUELLTON, CA 93427
137-341-004	GUTHRIE, JARED M 355 GLENNORA WAY BUELLTON, CA 93427	137-341-005	LASH, CYNTHIA ANN 2323 N BETH WAY FLAGSTAFF, AZ 86001	137-341-006	HORST, JILL S 401 GLENNORA WAY BUELLTON, CA 93427
137-342-001	HERRERA, TONY 481 DANIA AVE BUELLTON, CA 93427	137-342-002	WITTMANN JAMES A/JEAN A 463 DANIA AVE BUELLTON, CA 93427	137-342-003	STEWART, DEVON DANIELLE 449 DANIA AVE BUELLTON, CA 93427
137-342-004	KUMMER, STACI/GREG LIVING TRUST 9/27/04 433 DANIA AVE BUELLTON, CA 93427	137-342-005	MARTIN, MICHAEL W 415 DANIA AVE BUELLTON, CA 93427	137-343-001	JONES, BARRY 320 GLENNORA WAY BUELLTON, CA 93427

137-343-002	137-343-003	137-343-004
LONG, WILLIAM & DULCIE TRUST 12/8/04 350 GLENNORA WAY BUELLTON, CA 93427	MICCOLI JOSEPH V/SHEILA M TRUSTEES (for) MICCOLI JOSEPH V/SHEILA M LIV TR 9-18-95 370 GLENNORA WAY BUELLTON, CA 93427	STANCHFIELD, DOLORES MARIE 493 SCANDIA DR BUELLTON, CA 93427
137-343-005	137-343-006	137-343-007
MAPES SHAUN G/TRACY A 475 SCANDIA DR BUELLTON, CA 93427	BOWERSOX CAROLYN E 455 SCANDIA DR BUELLTON, CA 93427	DZAMBA FAMILY TRUST 371 SCANDIA WAY BUELLTON, CA 93427
137-343-008	137-343-009	137-343-010
KJELDTSEN RICHARD G 365 SCANDIA WAY BUELLTON, CA 93427	IBSEN, ERLING A PO BOX 334 SOLVANG, CA 93464	GUENTHER JEFFREY S/LESLIE L 439 SCANDIA DR BUELLTON, CA 93427
137-343-011	137-343-012	137-343-013
URIBE JUSTO/PATRICIA 429 SCANDIA DR BUELLTON, CA 93427	JENSEN MARVIN P/GERALDINE I 405 SCANDIA DR BUELLTON, CA 93427	VILLA, SAMUEL S 430 DANIA AVENUE BUELLTON, CA 93427
137-343-014	137-343-015	137-343-016
CORLETT, WILLIAM T 440 DANIA AVE BUELLTON, CA 93427	VASQUEZ-GARCIA, MARIANO 454 DANIA AVE BUELLTON, CA 93427	BEECKMAN JANE HELEN 470 DANIA AVE BUELLTON, CA 93427
137-343-017	137-351-001	137-351-002
DONAHUE MATTHEW/SHELLY 482 DANIA AVE BUELLTON, CA 93427	EDWARDS LARRY E/KAREN V PO BOX 1048 SANTA YNEZ, CA 93460	NESKY EDNA KEIL 371 DANIA AVE BUELLTON, CA 93427
137-351-003	137-351-004	137-352-001
UYEDA FAMILY TRUST 9/20/03 345 DANIA AVE BUELLTON, CA 93427	STANCHFIELD, ERIC ROUTE 1 BOX 4 GAVIOTA, CA 93117	CLAYTON, MERRILL A LIVING TRUST 2664 VICKY LN MINDEN, NV 89423
137-352-003	137-353-001	137-353-002
GARFIAS, MARIA DE JESUS 308 KENDALE RD BUELLTON, CA 93427	NIDAY PATRICK W/DEBORAH L 380 DANIA AVE BUELLTON, CA 93427	AZEVEDO, ROY & JOYCE A LIVING TRUST 10/24/01 412 SCANDIA DR BUELLTON, CA 93427
137-353-003	137-353-005	137-353-006
BOWMAN FAMILY TRUST 416 SCANDIA DR BUELLTON, CA 93427	MOCK RONALD L/DEBRA ANN 436 SCANDIA DR BUELLTON, CA 93427	WHITFIELD CHARLENE F 446 SCANDIA DR BUELLTON, CA 93427
137-353-007	137-353-009	137-353-010
GARCIA CYNTHIA JEAN 460 SCANDIA DR BUELLTON, CA 93427	NELSON DAVID A/REBECCA L 353 ODENSE ST BUELLTON, CA 93427	PERRY FAMILY REVOCABLE TRUST 2003 341 ODENSE ST BUELLTON, CA 93427

137-353-011
PAINTER FAMILY TRUST 8/23/02
331 ODENSE ST
BUELLTON, CA 93427

137-353-012
DAVENPORT, GARY M
2300 LAS CANOAS RD
SANTA BARBARA, CA 93105

137-353-013
CALLAHAN, MARILYN J
319 KENDALE RD
BUELLTON, CA 93427

137-353-015
ECHEVARRIA, GILBERT A
338 DANIA AVE
BUELLTON, CA 93427

137-353-016
JOY IRENE CHAMBERLAIN TRUST
5/18/00
PO BOX 480
LOS OLIVOS, CA 93441

137-353-017
MEEHAN JOSEPH M/ANGELA M
426 SCANDIA DR
BUELLTON, CA 93427

137-353-019
DIAZ, GILBERTO
369 ODENSE ST
BUELLTON, CA 93427

137-401-001
ANDERSEN, OVE & ERNA FAMILY
TRUST
385 ODENSE ST
BUELLTON, CA 93427

137-401-002
EVENSON, SANDRA D
403 ODENSE ST
BUELLTON, CA 93427

137-401-003
CROWDER ROBERT C
3035 SANTA YNEZ AVE
SANTA YNEZ, CA 93460

137-401-004
WALL ROBERT F/LINDA J
429 ODENSE ST
BUELLTON, CA 93427

137-401-005
MEDINA, JOE TR 4-19-93
3182 MARIOLA RD
SEBASTOPOL, CA 95472

137-402-017
ROBERTS DONALD V/ROSE M
TRUSTEES (for) ROBERTS DONALD V
& ROSE M REV TR 8/30/89
463 ODENSE ST
BUELLTON, CA 93427

137-401-007
GUERRA BERNIE/TERRY J
453 KENDALE RD
BUELLTON, CA 93427

137-401-008
SAULSBURY JAMES R/DARLENE
K TRUSTEES (for) SAULSBURY
JAMES R & DARLENE K FAM TR
1200 HIGHLAND RD
SANTA YNEZ, CA 93460

137-401-009
WEATHERFORD, HOLLY S
1240 DOVE MEADOW RD
SOLVANG, CA 93463

137-401-010
JORGENSEN FAMILY TRUST/A
9/15/94
414 GLENNORA WAY
BUELLTON, CA 93427

137-401-011
BECKER JAMES W/ANN A
494 SCANDIA DR
BUELLTON, CA 93427

137-401-012
DOUGHERTY, NANCY
476 SCANDIA DR
BUELLTON, CA 93427

137-401-013
SMITH THOMAS/KAREN E
TRUSTEES (for) SMITH FAM TR
6/24/96
472 SCANDIA DR
BUELLTON, CA 93427

137-401-014
HOLDA ROBERT G TRUSTEE (for)
HOLDA ROBERT GEORGE TRUST
468 SCANDIA DR
BUELLTON, CA 93427

137-401-015
DELAHUERTA, ROMAN
464 SCANDIA DR
BUELLTON, CA 93427

137-402-001
ROBLES, RICARDO
285 GLENNORA WAY
BUELLTON, CA 93427

137-402-002
PAINTER STEVEN/NICOLE
415 GLENNORA WAY
BUELLTON, CA 93427

137-402-003
ABBOTT RAY/VONNIE
419 GLENNORA WAY
BUELLTON, CA 93427

137-402-004
MOORE FAMILY TRUST
254 WILLOW DR
SOLVANG, CA 93463

137-402-005
HENSLEY EDWIN L/SALLY
CAMARGO
484 KENDALE RD
BUELLTON, CA 93427

137-402-006
CHRISTIANSEN, ROBERT
431 KENDALE PL
BUELLTON, CA 93427

137-402-007
ENOCH FAMILY TRUST 8/10/01
437 KENDALE PL
BUELLTON, CA 93427

137-402-008
PICKENS JERRY LEE/KATHLEEN
MCNEIL
441 KENDALE PL
BUELLTON, CA 93427

137-402-009
SHARP H EDWARD
440 KENDALE PL
BUELLTON, CA 93427

137-402-010
JARABIN MARGERY TRUSTEE
(for) JARABIN FAM TR
330 CORDOVA DR
SANTA BARBARA, CA 93109

137-402-011
ESCALERA, BRETT M
PO BOX 263
LOS OLIVOS, CA 93441

137-402-012
WARWICK WILLIAM S/PATRICIA
G TRUSTEES (for) WARWICK FAM
TR 4/14/99
428 KENDALE PL
BUELLTON, CA 93427

137-402-013
WILLIAMSON JOEL S/SHARON J
424 KENDALE PL
BUELLTON, CA 93427

137-402-015
SIMMONS, B ROD
756 MESA VISTA LN
SOLVANG, CA 93463

137-402-016
AU, BINH T
426 KENDALE RD
BUELLTON, CA 93427

Original Message-----

From: Shoals, John [<mailto:JTSU@pge.com>]

Sent: Tuesday, July 01, 2014 5:35 PM

To: Marc Bierdzinski

Cc: Ralph Hanson; Daniels, Eric

Subject: RE: Comments

Importance: High

Marc,

We have completed our initial research into the possibility of undergrounding the Pacific Gas and Electric Company (PG&E) utility poles and overhead lines (overhead electrical facilities) on the west side of the residences along Freear Drive. Our comments are as follows:

Given the location of the overhead electrical facilities, the limited nature of the easement and other complicating factors, PG&E would not pursue undergrounding these facilities. Typically, if existing facilities are not located within the boundaries of a proposed land development, they are not located along public streets, and they are within an formal easement, the facilities are allowed to stay in place.

If the City decides to pursue undergrounding or requiring the developer to underground the existing overhead facilities, there are several complicating factors that should be considered:

- * The utility poles and overhead electrical lines are located within an easement at the rear of several residential properties and not on the commercial property.

- * While we would need to confirm with our legal department, the scope of the existing easement is most likely for overhead lines only, which means that placing the facilities underground would require obtaining new or modified easements to allow these lines to be placed in the back yards from each land owner. The developer or applicant would need to create an easement strip along the property line(s) to serve each parcel. Area and access for pad mounted transformer(s) would also be needed.

- * The ball park estimate for undergrounding the main line is \$100 lineal foot. Of course, the company would prepare a more reliable cost estimate if undergrounding is pursued.

- * Since this is a very unique situation, we are not able to give you a reliable estimate at this time. For comparison purposes, if this were a Rule 20A project along a street, the typical costs to connect the individual residence to the newly undergrounded main line would be approximately \$5,000. This would include converting service panels for underground use, trenching and installing lateral lines to the residences. Because

the overhead facilities are in the rear yards, you can expect the costs for conversion and connection to be significantly higher. How much more depends on the easement and other factors such as the location of other utilities (cable TV, telephone, etc.) and other structures (pools, etc.) on the individual property.

If the developer or City takes the lead in installing these overhead electrical facilities underground, the project would fall under the Rule 20C program which is designed for smaller projects with a few property owners. If the developer is required to underground, he/she would pay the majority of the costs. If the City takes the lead, an assessment district of the properties involved is established to cover the costs for undergrounding the overhead facilities. Depending on the City's decision, company representatives can provide you with additional details on the Rule 20C program and the process.

I hope this information is helpful to you. As always, the company will work with the City and applicant on whatever the City decides to pursue. If you have questions, please do not hesitate to contact me.

Regards,

John

John P. Shoals
Government Relations Supervisor
Pacific Gas and Electric Company
406 Higuera Street, San Luis Obispo, CA 93401 Internal Phone: 665-6451 External
Phone: 805-595-6451 Cell Phone: 805-440-8560
Fax: 805-595-6437

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 8

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: July 10, 2014

Subject: Consideration of Agreement for Pilot Renewable Energy Project at the Waste Water Treatment Plant (WWTP)

BACKGROUND

In May 2014 City Staff was presented by the Buellton Chamber of Commerce and Endelos Energy, Inc. with an innovative Solar and Wind generating renewable energy technology called SolGen. The company, Endelos Energy has recently been founded and based within our City. Endelos Energy created SolGen as a continuously operating, renewable energy product which produces clean, green renewable energy utilizing solar, wind, energy storage batteries and energy efficient motors/generators.

What sets SolGen apart from other “solar energy” products is its capability to produce energy 24 hours a day, seven days a week, 365 days a year. The “others” only has limited energy making capacity, providing only 6-8 hours a day.

Endelos Energy proposed to install a Pilot Renewable Energy Project at the city’s wastewater treatment plant (WWTP) to demonstrate their products performance and capabilities. The proposal would include the construction, installation, operations and maintenance of solar, wind and generator products, which would provide supplemental power to the WWTP. This would become a “Live Demonstration Site” so that Endelos would be able to showcase to potential investors and clients.

Staff is currently reviewing the technical details of the proposal to ensure that appropriate connects/disconnects and emergency systems are incorporated to protect our WWTP facilities.

Staff has prepared an Agreement for the Pilot Project, which is attached. Exhibit A of the Agreement provides the Proposal from Endelos Energy, Inc. The construction phase will take approximately 1 month, but the pilot project will last 1 year, with terms for annual renewal.

The City should see a decrease in cost (amount not yet determined) from PG&E as the SolGen provides a supplemental power source.

FISCAL IMPACT

This project will be funded entirely by Endelos Energy, Inc. Ongoing operations and maintenance costs for the system will also be provided by Endelos Energy, Inc.

RECOMMENDATION

That the Council approve the Agreement with Endelos Energy, Inc. for the Pilot Renewable Energy Project and authorize the City Manager and City Attorney to execute the contract.

ATTACHMENT

Attachment 1 – Agreement with Endelos Energy, Inc.

**AGREEMENT FOR A PILOT RENEWABLE ENERGY PROJECT
BETWEEN
THE CITY OF BUELLTON
AND
ENDELOS ENERGY, INC.**

TABLE OF CONTENTS

	PAGE
SECTION 1. TERM OF AGREEMENT	1
SECTION 2. SCOPE OF SERVICES	1
SECTION 3. ADDITIONAL SERVICES	1
SECTION 4. COMPENSATION AND METHOD OF PAYMENT	1
SECTION 5. INSPECTION AND FINAL ACCEPTANCE	2
SECTION 6. OWNERSHIP OF DOCUMENTS	2
SECTION 7. CONTRACTORS BOOKS AND RECORDS	2
SECTION 8. STATUS OF CONTRACTOR	3
SECTION 9. STANDARD OF PERFORMANCE	3
SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES	4
SECTION 11. NONDISCRIMINATION	4
SECTION 12. UNAUTHORIZED ALIENS	4
SECTION 13. CONFLICTS OF INTEREST	4
SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION	5
SECTION 15. INDEMNIFICATION	5
SECTION 16. INSURANCE	6
SECTION 17. ASSIGNMENT	6

PAGE

SECTION 18.	CONTINUITY OF PERSONNEL	6
SECTION 19.	TERMINATION OF AGREEMENT	7
SECTION 20.	DEFAULT	7
SECTION 21.	EXCUSABLE DELAYS	7
SECTION 22.	COOPERATION BY CITY	7
SECTION 23.	NOTICES	8
SECTION 24.	AUTHORITY TO EXECUTE	8
SECTION 25.	BINDING EFFECT	8
SECTION 26.	MODIFICATION OF AGREEMENT	8
SECTION 27.	WAIVER	8
SECTION 28.	LAW TO GOVERN; VENUE	9
SECTION 29.	ATTORNEYS FEES, COSTS AND EXPENSES	9
SECTION 30.	ENTIRE AGREEMENT	9
SECTION 31.	SEVERABILITY	9
EXHIBIT "A"	SCOPE OF SERVICES/PROPOSAL	A-1
EXHIBIT "B"	INSURANCE	B-1

**AGREEMENT FOR A PILOT RENEWABLE ENERGY PROJECT
BETWEEN
THE CITY OF BUELLTON
AND
ENDELOS ENERGY, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BUELLTON AND ENDELOS ENERGY, INC ("AGREEMENT"), is made and entered into this 10th day of July 2014, by and among the City of BUELLTON a municipal corporation ("CITY") and ENDELOS ENERGY, 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 upon written agreement of both parties to this AGREEMENT on an annual basis as executed by the City Manager.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to construct (and subsequently operate and maintain) the renewable solar and wind energy generator for the Buellton Wastewater Treatment Plant and perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES/PROPOSAL" and made a part of this AGREEMENT (the "Project").

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) Pursuant to EXHIBIT "A", all costs related to this Pilot Renewable Energy Project shall be borne by CONSULTANT with no costs or reimbursement by the CITY. CONSULTANT agrees that this Project will be utilized to showcase the technology and demonstrate the energy cost savings. The CONSULTANT at his own expense, furnish all labor, materials, equipment, tools, transportation, and services necessary to implement the Project.

(b) For all loss and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, CONSULTANT bears all costs at his own expense.

(c) Any maintenance and operations costs required for the upkeep and repairs of all Project proponents, including the disassembly if the Project were to be terminated, shall be borne by the CONSULTANT at his own expense.

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.

As this is a live PILOT RENEWABLE ENERGY PROJECT, work shall be considered on-going through the term of this contract, no Final Acceptance of the constructed project will relieve the CONSULTANT from liability or responsibility to the installation and ongoing operation and maintenance of the project.

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, with the exception of any proprietary information. 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, with the exception of any proprietary information.

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, nor any of 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.

Except for the gross negligence or wilful misconduct of an Indemnitee (as hereinafter defined), the CONSULTANT hereby assumes liability of and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless the CITY and its Project Consultants, and Engineers, officers, agents and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to , death of or bodily or personal injury to persons or damage to property, including the property owned by or under the care and custody of CITY, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of CONSULTANT, its officers, agents, employees or subcontractors, or guests including but not limited to, liability arising from:

Any dangerous, hazardous, unsafe or defective condition of, in or on the premises of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by CONSULTANT, its officers, agents, employees, subcontractors or guests; any operation conduction upon or any use or occupation of the premises by CONSULTANT, its officers, agents, employees, subcontractors or guests under or pursuant to the provisions of this agreement or otherwise;

The CONSULTANT also agrees to indemnify CITY and pay for all damage or loss suffered by CITY including but not limited to damage to or loss of CITY property, to the extent not insured by CITY and loss of CITY revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts omissions or negligence.

CONSULTANT'S obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not Attributable to the active negligence of CITY.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or

entity involved by, for, with, or on behalf of CONSULTANT in the performance of this agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this agreement.

This Indemnity shall survive termination of the Agreement. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, in its sole discretion, reserve, retain or apply any monies to the CONSULTANT under this Agreement for the purpose of resolving such claims.

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 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.

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 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/PROPOSAL", 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 by telecopier 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:	Endelos Energy, Inc Att: Randy Arntson 593 Avenue of Flags, Suite 105 Buellton, CA 93427

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.

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 is set forth in the letter from Endelos Energy, Inc - dated June 15, 2014, attached hereto and incorporated herein by this reference.]



PROPOSAL

**SOLGEN RENEWABLE ENERGY GENERATOR
FOR CITY OF BUELLTON
WASTEWATER TREATMENT PLANT**

June 15, 2014

By
Endelos Energy, Inc.
593 Avenue of the Flags, Suite #105
Buellton, California 93427



PRIMARY CONTACT:
Randy Arntson
Phone: (805) 886-4788
rarntson@endelosenergy.com
Page 107 of 203

Table of Contents

1. SUMMARY	2
THE TECHNOLOGY	2
BASIC SOLGEN INTERCONNECTION	2
2. ENDELOS PROPOSAL.....	3
LIVE DEMONSTRATION SITE FOR ENDELOS CUSTOMERS	3
FREE RENEWABLE ENERGY ELECTRICAL POWER.....	3
WATER TREATMENT PLANT SOLGEN™ SYSTEM INSTALLATION DETAILS.....	3
WATER TREATMENT PLANT SOLGEN™ SYSTEM INSTALLATION LOCATION	4
SOLGEN™ SYSTEM CONTINUOUS FAULT DETECTION MONITOR.....	5
3. SCHEDULE.....	5
4. WASTEWATER TREATMENT INTERCONNECTION	5
SOLGEN OPERATION	5
SOLGEN INTERCONNECTION.....	5
INTERCONNECTION SINGLE LINE DIAGRAM.....	6

1. SUMMARY

Endelos Energy, Inc. (“Endelos”) is a renewable energy company located in Buellton, CA. Endelos has developed revolutionary new game changing renewable energy power generation product called SolGen™. The SolGen™ is an innovative, continuous operation, renewable energy product that will “ELIMINATE FOSSIL FUEL” Electric Power Generation.

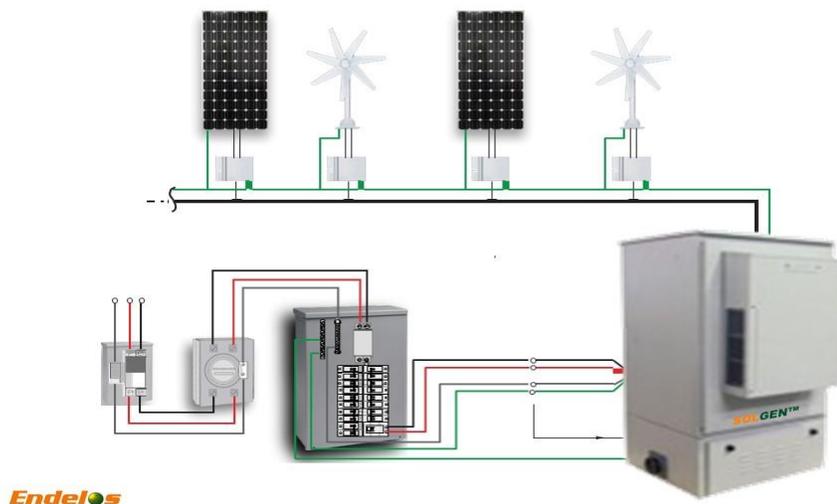
Endelos exclusive renewable energy product produces clean, green, renewable electrical energy utilizing a combination of renewable technologies such as solar, small wind, energy storage batteries, and energy efficient motor/generators. The SolGen™ is a compact, self-contained, renewable electrical power generation plant for the home and business. Unlike solar that only produces power 6-8 hours a day at best and/or wind turbine that only produces power when wind is present, the SolGen™ renewable energy generator produces electrical energy twenty-four (24) hours a day, seven (7) days per week, three hundred & sixty five (365) days a year (24/7/365).



The Technology

The SolGen™ technology is based on five major renewable energy components consisting of the energy efficient Motor/Generator, Power Quality Subsystem, Hybrid Solar-Wind charged Energy Storage Battery pack, IP Addressable Cellular Modem, and an Environment Acoustic Enclosure. The Solar/Wind charged Li-Ion Energy Storage Battery Pack is the key technology that defines and makes the SolGen™ a renewable energy source for power generation. For a basic understanding on how the SolGen™ generates electric power, you can simply think of a battery operated Electric Generator that produces AC electrical power.

Basic SolGen Interconnection



2. ENDELÓS PROPOSAL

The purpose of this unsolicited proposal is to describe to the City of Buellton Endelos’s request for using the City’s Wastewater Treatment Plant for “Live Demonstration Site” for Endelos Customers. In return, Endelos will provide the City “Free” Renewable Energy Electrical Power.

The following provides Endelos’s proposed details for the electrical connection of the SolGen™ Renewable Energy Generator product to Buellton’s Wastewater Treatment Plant.

Live Demonstration Site for Endelos Customers.

Endelos would like to use the City’s Wastewater Treatment Plant as a “Live Demonstration Site” for Endelos’s Customers. Endelos will coordinate all customer site visits with the City to assure that our customer visits will not interfere with the City’s daily Wastewater Operations. Endelos would like to Co-Host all customer visits with City officials. These high profile customers provide high visibility towards future business opportunities and economic growth within the Buellton Area.

Free Renewable Energy Electrical Power.

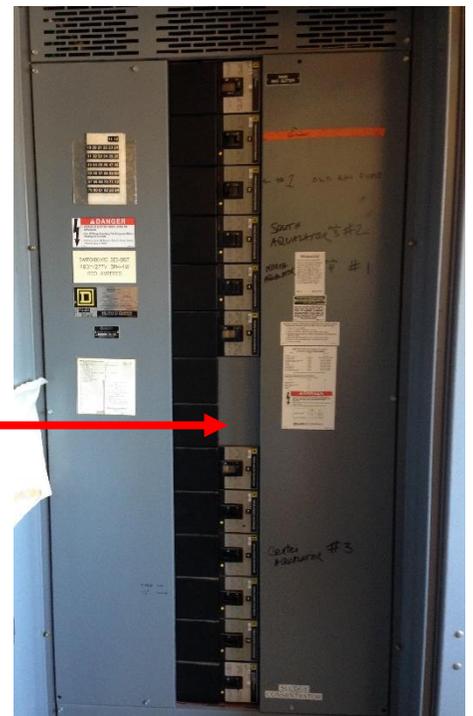
In return for allowing Endelos interconnection to the Wastewater Treatment Plant, Endelos will provide the City with “Free” Renewable Energy (Solar, Wind, Energy Storage) electrical power over a period of time (months) per a pre-negotiated agreement. While Endelos is developing new generators, the amounts of Renewable Energy will vary from 24 kWh to 525,000 kWh per year. The SolGen™ System will provide free power to the local power distribution system – intermittently and/or continuously over various periods of time while Endelos exchanges different sized generators per the terms of our agreement.

Water Treatment Plant SolGen™ System Installation Details.

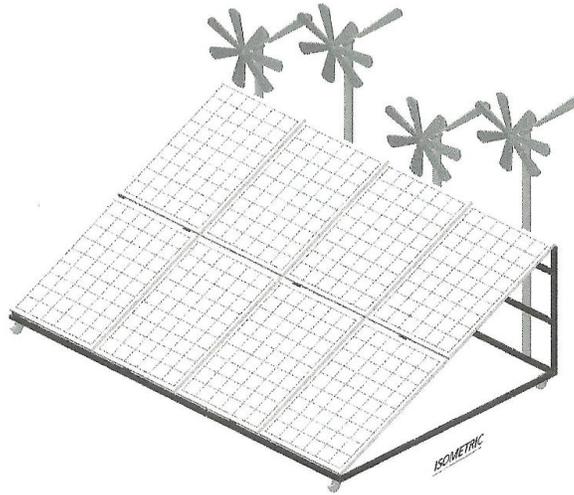
The Water Treatment Plants SolGen™ System is a mobile power generation system that can be connected/disconnected within minutes and can be moved on and off site at a moment’s notice. For the SolGen™ System installation Endelos will install a 2” conduit from our proposed SolGen™ location to the Treatment Plant Electrical Room Switchgear.

Endelos will add a 125A Circuit Breaker in the Switchboard “SES” 800A 480Y/277V, 3Ø, 4W Panel on an existing spare circuit breaker location shown here. 

The SolGen™ will provide supplemental electrical power that will be delivered via the circuit breaker panel and consumed by the various treatment plant motors and auxiliary equipment.



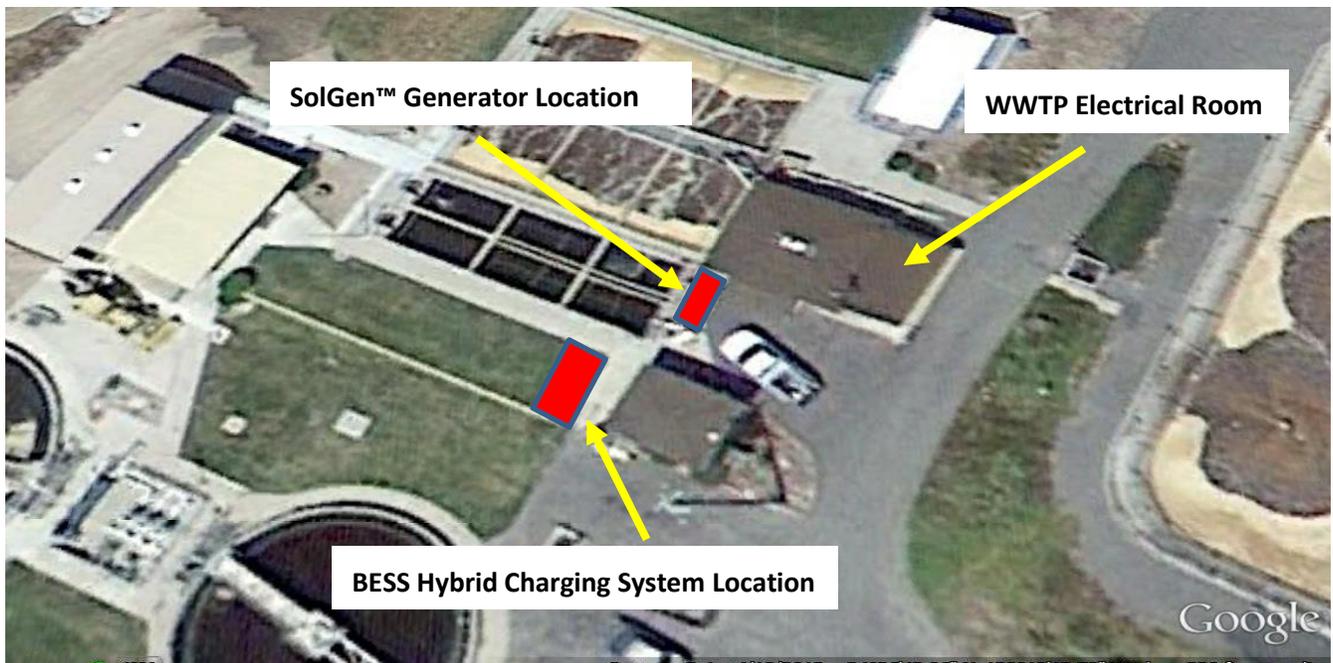
The Water Treatment Plant SolGen™ is supported by a Hybrid Renewable Energy Battery Energy Storage (BESS) Charging System. The BESS Charging System consists of approximately 1.5kW rooftop photovoltaic system and 4 small (36" dia.) wind generators that will be mounted on a mobile racking system that can be easily removed from the plant after the terms of our agreement has expired. A concept drawing of the BESS Charging System is provided below. Note: For close-up review the BESS Charging System.PDF file has been included as attachment to this proposal.



Concept Drawing Hybrid BESS Charging System

Water Treatment Plant SolGen™ System Installation Location.

The following provides Endelos proposed SolGen™ System Location at the Water Treatment Plant,



SolGen™ System Continuous Fault Detection Monitor.

Once connected to the Wastewater Treatment Plant the SolGen™ provides for IP addressable power production tracking and continuous fault detection. Should a SolGen™ unexpected power anomalies occur the unit's automatic failsafe shut off will shut down and disconnect the SolGen™. The SolGen™ System will be remotely monitored 24/7 and a service electrician is available for field deployment to address any unforeseen issues.

3. SCHEDULE

The following provides SolGen™ Project Key Milestone schedule for interconnection and testing:

SolGen Engineering Interconnection Site Survey	June 18, 2014
Endelos/Buellton Agreement Approved by City Counsel	June 20, 2014
Solar/Wind and Generator Conduit Infrastructure Installation	June 23, 2014
Buellton Witness Generator Power Quality at Pamela Way Shop	June 26, 2014
SolGen Installed and Operational at Water Treatment Plant	June 27, 2014
United Nations Site Visit #1	June 30, 2014
United Nations Site Visit #2	July 1, 2014
SolGen Operational Testing	June 28 thru July 28, 2014

4. WASTEWATER TREATMENT INTERCONNECTION

SolGen Operation

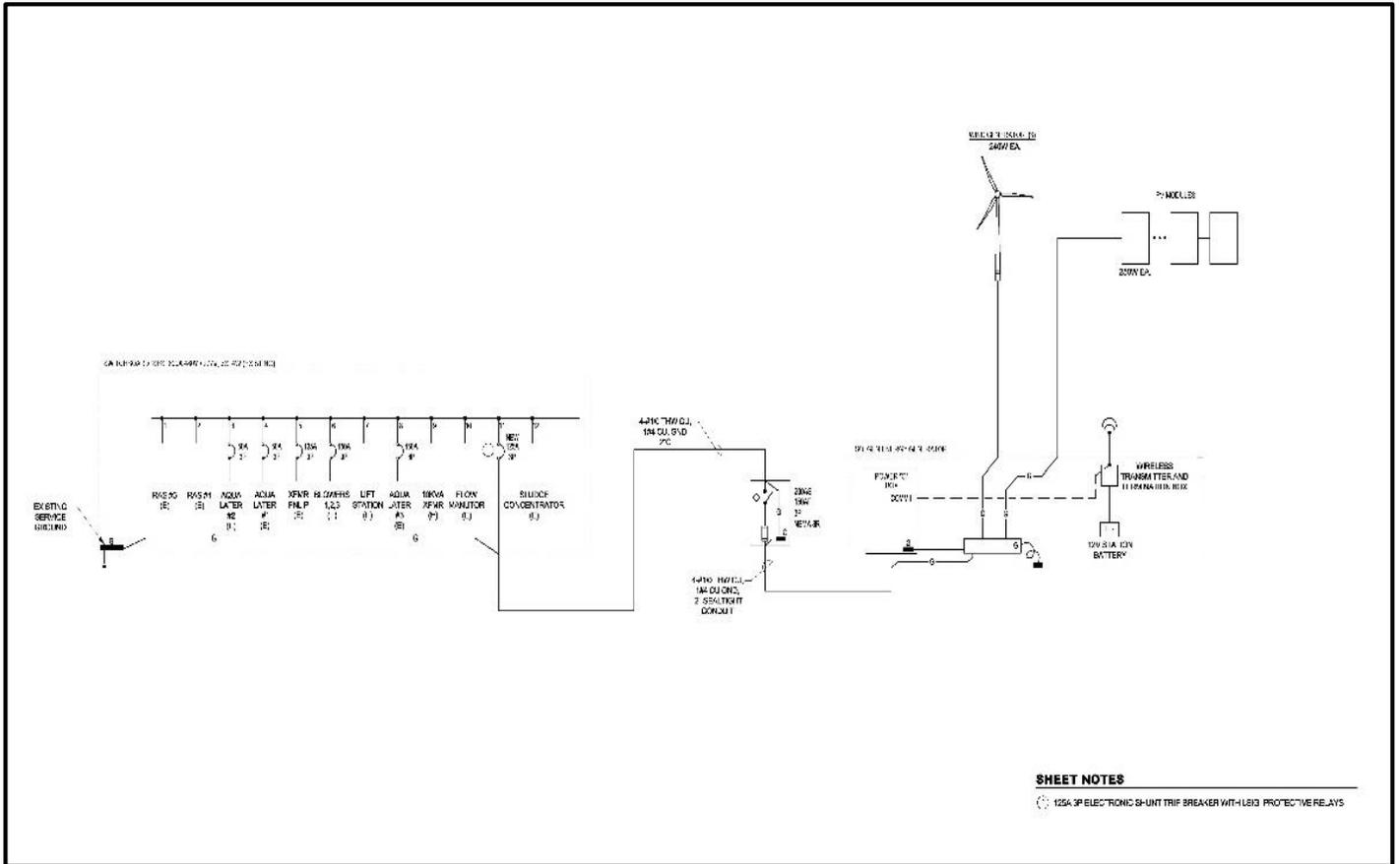
The SolGen™ is designed as a self-contained Renewable Energy Generator using only small amounts of supplementary Alternative energy to provide clean, continuous power to the grid. The system will operated using state of the art equipment, advanced energy management systems, battery storage, a power quality interface unit and other technologies that when operating together, deliver near unity AC electricity to the distribution system.

SolGen Interconnection

The prototype unit incorporates a Hybrid Energy Storage Charging System which includes (4) Zefr 240w Wind generators, 1.5kW of Photovoltaic panels, 24kW Lithium-Ion BESS, and a sophisticated combination highly efficient electric motors and generators working with a master controller and power quality unit. The SolGen™ outputs to a local fused safety switch mounted adjacent to the installation and extends to the designated interconnection point via an approved over current device. Phase to Ground and Phases to phase fault protection is required and provide and the interconnection point. The system operation and performance characteristics are monitored 24/7/365 and the data is available for review in real time by facilities personnel as needed.

Interconnection Single Line Diagram

The following provides Endelos's electrical interconnection of the SolGen Renewable Energy Generator product to Buellton's Wastewater Treatment Plant Switchgear. Note: For close-up review the Single Line Diagram .PDF file has been included as attachment to this proposal.



Water Treatment Plant - SolGen™ Interconnection Single Line Diagram



Santa Barbara County Jail 1 MW Solar PV System (Commissioned April 2012)

ENDELOS ENERGY, INC. CAPABILITIES & EXPERIENCE

June 2014

Endelos Energy, Inc.
593 Avenue of the Flags, Suite #105
Buellton, California 93427



PRIMARY CONTACT:
Randy Arntson
Phone: (805) 886-4788
Fax (805) 617-1718
rarntson@endelosenergy.com

INTRODUCTION

Endelos Energy, Inc. (Endelos) is a fast growing energy efficiency and renewable energy company located in Buellton, California. Endelos combines energy efficiency technologies with renewable energy power generation sources to create a "Net-Zero" energy building solutions which provides our customers with highly energy efficient facility which produces as much energy as they consume.

Endelos Energy, (Endelos) primary business focus is in the design, furnish, and installation of small to large scale Solar Photovoltaic Systems. We utilize the latest and proven solar PV technologies to provide our customers with the very best solution for their renewable energy needs. With an unlimited access to a skilled and reliable labor force, together with our in house trained solar management team, we have accumulated over 80 Years of solar PV, electrical engineering, construction, and project management experience. Endelos employees have designed, installed, and commissioned over 48 Megawatts of solar power throughout the state of California for a wide range of customers. These customers include residential, commercial business, agricultural, schools, colleges, municipalities, and state governments.

Santa Barbara County 1MW – Calle Real County Jail PV Project



In addition to our solar PV expertise we can provide many different types of renewable energy systems for both "On-Grid" and "Off-Grid" applications such as power substations, wind energy, fuel cells, and energy storage systems. It is our goal to achieve a leadership position in the renewable energy and energy efficiency industry through our dedication and commitment to the highest quality workmanship and customer service.

Endelos Energy, Inc. in collaboration with our financial, agricultural and commercial business partners is developing several independent solar photovoltaic power generation plants across the state of California. These independent power plants will provide a renewable energy power source to California's major electric utilities to contribute to their future goals to achieve 33% renewable energy production by 2020.

ABOUT ENDELOS ENERGY

Endelos Energy, Inc. Endelos Energy ("Endelos") is a Renewable Energy Electrical Contracting Company with over 48 Megawatts of photovoltaic solar, 76,000 kWh wind and 600kW BioMass power generation plants designed, built, and commissioned throughout the United States. Additionally, Endelos has vast amount of experience with high-voltage electrical designs and installations. Our high-voltage experience consist of Power Distribution and Transmission Grid electrical designs and installations for Utility Grade high voltages (4160V, 12 KV, 69 KV and higher) including substations, transmission lines to overcurrent protection equipment, transformers, main switchgear to distribution for large-scale renewable energy project sites.

Endelos Energy has developed a respected reputation within the Southern California Alternative Energy design community for delivering over 95MW of quality comprehensive designs in an efficient and competitive manner. Endelos has on its staff 5 degreed Engineers; each with minimum 10 years hands on Construction Experience and 2 LEED AP & 1 Degreed Theatrical Lighting Engineer; and several experienced designers and draftsmen. Additionally, Endelos has over twenty years of experience designing electrical systems for projects in the public and private sectors. Endelos can provide a full range of electrical engineering design services including lighting design, power distribution system design, alarm and alerting systems, telecommunications system design, motor control, and cost estimating.

We focus on local economic development by doing business with local firms and creating a high quality growth environment in one of the fast growing fields. We are aware of the CSI requirements and we proactively comply, submit and assist both County and CSI.

Endelos's areas of expertise include:

- ✓ Energy Requirements Analysis and Specification;
- ✓ Site Evaluations & Energy Usage Audits;
- ✓ Renewable Energy Project Financing;
- ✓ Energy Rebates, Incentives & Tax Credits
- ✓ Utility Net Metering Interconnection;
- ✓ Site Permits;
- ✓ Solar PV & Wind System Designs;
- ✓ Electric Substation System Design;



- ✓ Solar PV & Wind Equipment Furnish;
- ✓ Site Civil/Structural and Electrical Engineering;
- ✓ Overall Project Construction Management;
- ✓ Solar PV & Wind System Installations;
- ✓ Solar PV & Wind Commissioning;
- ✓ On-Going System Maintenance & Warranty.

Endelos employees have designed, installed, and commissioned over 17 Megawatts of solar power throughout the state of California for a wide range of customers. These customers include residential, commercial business, agricultural, schools, colleges, municipalities, and state governments.



California State University, Fresno – 1MW PV Carport

Endelos is constantly training our skilled labor force in keeping up with latest NEC and local codes as well as being certified installers for new products and installation techniques. Our lead solar technicians have and continue to receive certified factory training from the following Solar industry leaders:

SolarWorld
SMA America
Trina Solar
Fronius
PV Powered
Schott

Satcon
Solectria
Sunny Boy
TTI Single Axis Trackers
Tilt Solar Trackers
Unirac Systems

LICENSED, BONDED & INSURED

Endelos is currently in the bidding process for building Solar PV energy projects in 3 Western states including Arizona, California, and Nevada. Endelos is insured and Bonded as follows:

Insurance Limits:

General Liability = \$1 million per occurrence, \$2 million general aggregate

Umbrella Liability = \$6 million per occurrence

Workers Compensation = \$1 million per accident/person

•Bonding Capacity:

\$20 million/project, \$40 million/aggregate

KEY EMPLOYEES

Endelos has assembled a proficient management team consisting of renewable energy specialists and construction project managers highly experienced in all aspects of their individual disciplines. Collectively, they bring together all the capabilities necessary for Endelos to solve customer objectives, regardless of size or complexity. Notably, they have developed a reputation for efficiency in delivering products and services of the very highest quality, on time and within budget. As a developer of entire Solar PV systems, we successfully bear responsibility for integrity of our own equipment and that of our suppliers and key subcontract partners. Integrity in this context is measured in the quality, reliability, and dependability not only of the products themselves, but also of our organization and of our people. The following provides several key Endelos employees:

Randy Arntson, President & CEO

Randy is a seasoned senior executive with over 32 years of general management, including business planning; sales/marketing; program management; engineering/management, manufacturing operations, and facility administration in high tech environment. Randy has an extensive energy product development background. His engineering development experience includes Advanced Metering (AMR/AMI) Smart Meter, AMI, Home Area Network and Demand Response. In 2007, Randy founded Endelos Energy, an energy management-consulting firm specializing in energy efficiency and renewable energy, as well as Smart Grid, Smart Meter, Advanced Meter Infrastructure and Demand Response for the Electric, Gas and Water Utility Industry. In 2010 Randy created the initial system design for Endelos's new product "the Renewable Energy Generator. Randy holds a BS Electrical Engineering from Western Michigan University.

Jeff Bernardino, Chief Operating Officer,

Jeff is a Senior Journeyman Electrician with 30 years of hands on experience in management, design and installation of traditional electrical systems, high voltage, lighting, branch circuitry, in

the commercial and industrial electrical construction industry. Over the last several years, Jeff has deployed over 48 Megawatts of Solar photovoltaic and wind power generation systems for various Energy Service Companies. In 1996, Jeff founded Belco Electric, an electrical contractor company specializing in design and installation of traditional electrical systems, solar photovoltaic and wind energy power generation.

Praveen Jha, Vice President of Energy Solutions

Praveen has over 5 years of hands-on experience in energy analysis and financial modeling of Solar PV projects including submittal of California Solar Initiative (CSI) and Utility Incentive program documentation. In 2007, Praveen developed a proprietary solar PV design, analysis and estimating tool. In 2008 founded BrightXL LLC, energy modeling and consulting company. Praveen holds an MBA from UCLA Anderson School of Management and a BS in Mechanical engineering from IIT Kharagpur (India)

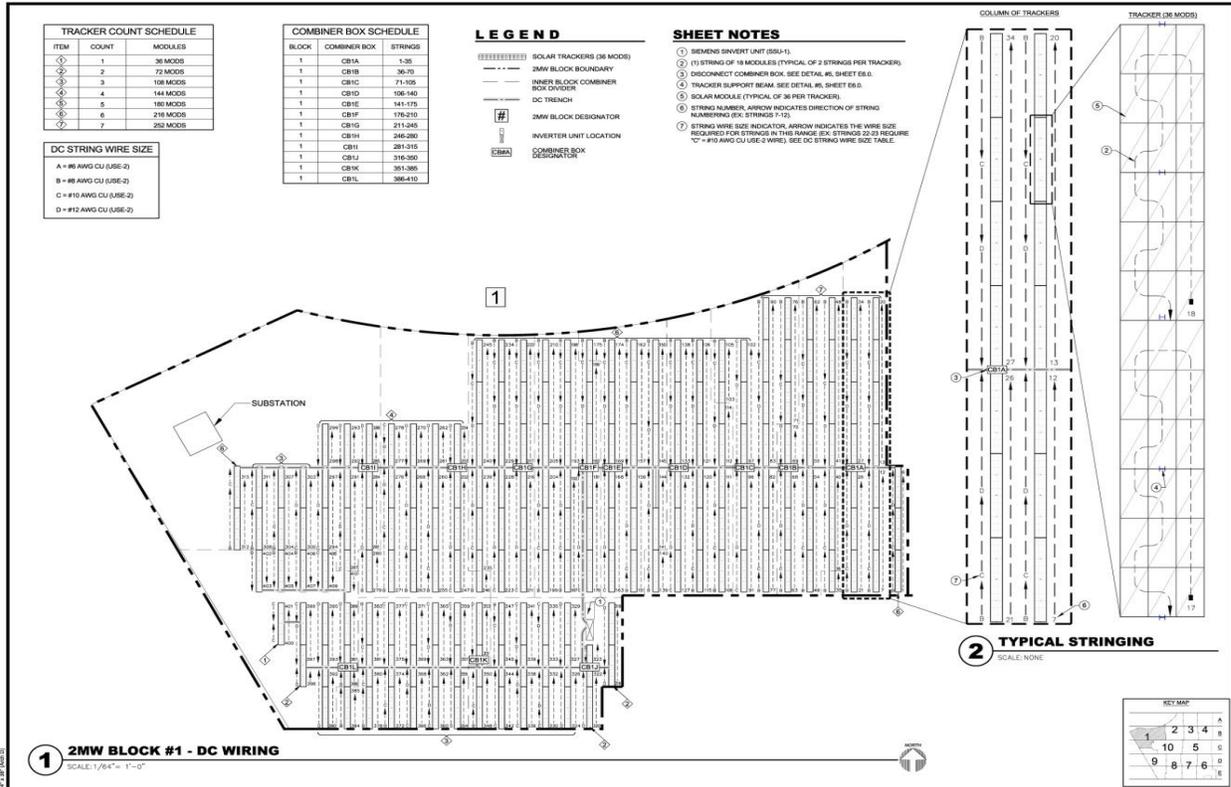
Kenneth E. Green Jr. Electrical Engineer – Endelos Energy, Inc.

Mr. Green is a Design Engineer, specializing in Power Distribution and Alternative Energy. To date, Ken has directly designed and managed over 175MW of Alternative Energy Power Generation, including: photovoltaic, concentrated photovoltaic, wind, and PV to Hydrogen and Battery storage. Having completed projects in 9 states including California, Nevada, Arizona, Colorado, Oregon, New Jersey, New York, Michigan, and Alabama over the past 18 years, Ken is versatile in implementing design solutions that adhere to the local, regional and national electrical codes and design standards. Currently, Mr. Green is expanding and managing the company growth in Alternative Energy, Battery Storage, Electrical Vehicle Charging and Utility Power grid stabilization.

EXPERIENCE

Endelos employees have designed, installed, and commissioned over 48 Megawatts of solar power throughout the state of California for a wide range of customers. The following provides a brief description of several of our Solar PV experience and customer references.

New Project - Murphy Flats 20MW Murphy, Idaho



Building Type

Open flat acreage - Single Axis Tracker – multiple 2MW inverter distribution blocks

Size:

Owner:

Construction

Cost:

20 MW STC

Interconnect Solar Development, LLC

\$ 53,000,000.00 (est.)

Project Highlights

[Siemens Industry Inc.](#) received a multimillion-dollar order from Interconnect **Solar** Development LLC to supply **solar** technology for the 20 MW **Murphy Flats solar** field located in Idaho. According to Siemens, the project is the first commercial **solar** field to be integrated within Idaho Power Co.'s service territory. The **Murphy Flats solar** field, designed and Engineered by **Endelos Engineering** in San Diego, will utilize the power collection and distribution system developed by Siemens technology, and will be manufactured at the company's West Chicago plant, to include inverters, transformers and containers.

Team Members

- Electrical Engineering, Photovoltaic design
 - Endelos Engineering**
 - Ken Green – Designer**

Padre Dam at Santee Lakes

Santee, California

Building Type

Recreational vehicle canopy shade structures

Size

867 kW DC STC

Site Owner

Padre Dam Municipal Water District
at the Santee Lakes recreational facility.

Construction Cost / year built

\$ 5,250,000 (award price)

Final installed price – unavailable

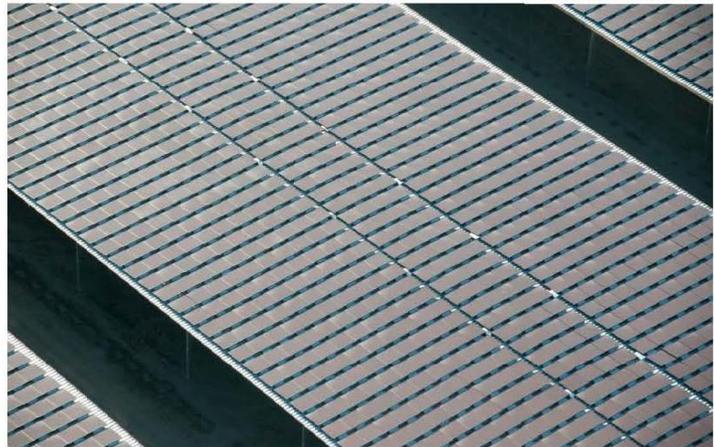
11/2009

Project Highlights

- During the first complete year of operation, the system is estimated to produce more than 1.48 million kilowatt hours (kWh) of clean solar energy and more than 27 million kWh over 20 years, enough energy to power more than 2,500 homes for one year.
- Three separate Utility interconnection points were used across the site. Feeder runs total nearly 4 miles combined. The system generates 862 Kilowatts of DC power, from over 4,000 Kanaka thin film panels, and five Xantrex Inverters, and Energy ReCommerce data acquisition system was used to ensure peak performance.
- Over 20 years of production, the zero-emission system will offset more than an estimated 28.2 million lbs. of carbon dioxide that would have been emitted during the production of electricity from fossil fuels.
- Total installation time at 3 (three) separate locations (near 1.4 mile apart) was a record 100 days from ground breaking to energizing.

Team Members

- **Endelos Engineer:**
 - Ken Green – Designer



Headquartered in Santee, Padre Dam now serves an 85-square-mile territory with just under 25,000 meters, providing water, sewer, and recycled water for the 100,000 people living in the suburban communities of Santee, Blossom Valley, Crest, Harbison Canyon, and Alpine. It also hosts more than 650,000 visitors per year at fishing, fitness, and camping venues at Padre Dam's Santee Lakes.

Our vision is to conserve and protect our natural resources. Santee Lakes is part of that vision. By hosting a solar energy system in the Preserve, Padre Dam is taking another step to protect and improve the local environment," said Allen Carlisle, Director of Park and Recreation, Padre Dam Municipal Water District. "Working with Endelos Engineering, means that our visitors benefit from an innovative system design that provides shade and allows us to budget around our energy costs."

The Padre Dam solar energy field was installed on a series of 15' 0" tall carport shade structures covering more than 200,000 square feet that are used for parking and storage of 300 recreational vehicles. The park increased its RV storage fee by \$35 a month because the spaces are now covered. Carlisle said the park will receive an additional \$50,000 a year from the higher rental fees

Project # 1270

Building Type

321 separate ground mounted array structures – elevated at various tilts.

Size

1.1 MW STC. System monitoring (DAS) with full meteorological data station interface.

Owner

County of Santa Barbara

Construction Cost / Year completed

\$ 5,100,000 (award price)

April 2012

Project Highlights

- The Calle Real project entailed placing a 1+ MW array across a gradually sloping hillside surrounded by protected native plant species and sensitive animal habitat. The site is located adjacent to ancient native Indian burial grounds that required placing a protective setback from the array so as not to disturb the sites.
- Facing 223 degrees south, south west, the orientation of the array meant that the peak solar production would take advantage of the available afternoon sunlight and work to offset the peak power loads experienced by the county jail and operations at this location.
- The final array layout was positioned to complement the natural slope of the hillside and appear as a smooth and continuously falling darker blue cascade of non-descript PV panels. The community has embraced the installation as being sensitive to the local environment while producing clean energy for the county operations.

Team Members

- **Endelos Energy**
593 Avenue of the Flags,
Suite #105
Buellton CA 93427
Ph: 805-886-4788
- **Endelos Engineering**
 - **Ken Green – Designer**

SBC Calle Real Jail - 1MW

Santa Barbara, California



The PV solar project objectives are to reduce the County's carbon footprint and reduce costs paid for electricity over time through use of solar power. The project will generate approximately one MW of electricity to help power the County Jail facility and other nearby County facilities (Sheriff Administration, 911 Call Center, Public Health Hospital, Public Health Administration, Mental Health Hospital, Mental Health Administration, Agriculture Commission, Environmental Health, Veteran Hospital, Elections Office, Clerk Recorder Assessor).

Approximately 4,450 individual solar panels are installed on a portion of the hillside behind (to the northeast of) the existing County Jail.

Project #1708

Building Type

VISTA (Twin Oaks) Water Treatment Plant - water storage tank top(s) concrete cap.

Total of 3 (three) at this location.

Size

1.1 MW DC STC. Interconnecting DAS with full meteorological station interface.

Site Owner

San Diego County Water Authority

Construction Cost/Completion date

\$ 4,790,00.00 (award price)

Construction completed: 6/2011

Project Highlights

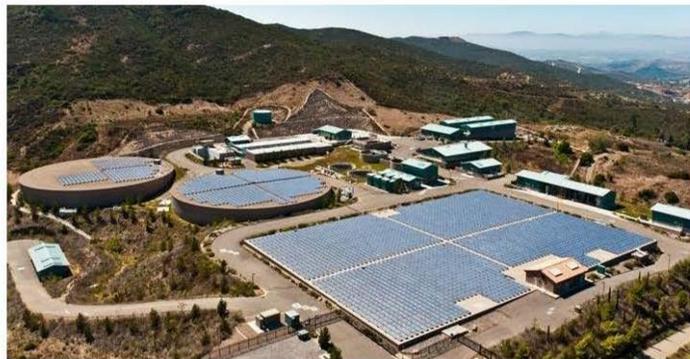
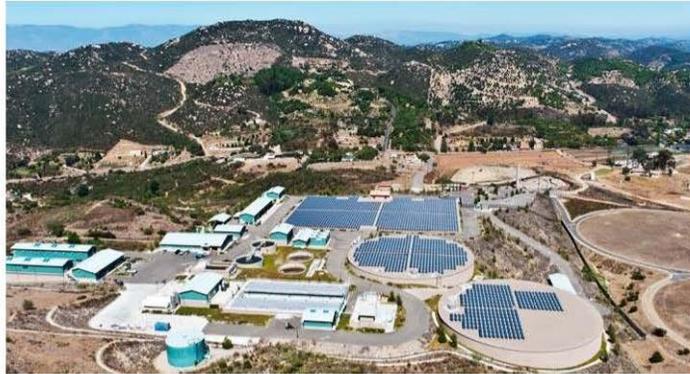
- 4844 230W Yingli Solar polycrystine modules were installed across 3 water storage container caps to form on continous 1.1MW array field. The design took advantage of an unused and valuable space resource to capture the available sunlight and convert it to energy for use at the facility.
- Special consideration was given to the method of installation so as not to damage the integrity of the water tank surface. Special attachments were made at strategic locations to ensure seismic and structural forces were compensated for.
- The entire project from project approval, initial design proposals final design and procurement, construction and final commissioning was only 6 months.
- Interconnection was at the facility 12.47 KV substation metering at the Utility line side.
- This site was selected to be on the:
 - California Public Utilities Commission, December 2011 California Solar Initiative (CSI) program handbook found on the [Go Solar California website](#).

Team Members

- Engineering
 - Ken Green – Designer

Twin Oaks Water Treatment I

VISTA, California



The surrounding community was involved in the decision making process to ensure that the installation did not affect their quality of life and preserved the natural vegetation and habitats of the local wildlife.

Another major factor in locating the PV system was the potential glare from the sun's reflection off the surface of the modules into the neighboring homes sites up high on the surrounding hillsides. Glare studies were performed and community meetings were held to demonstrate (through computer simulations and 3d video fly-overs) that their concerns have been addressed and appropriate action taken.

The UT reports: In San Diego County, some of the biggest solar systems are being installed by water utilities. That's because they have the space, the financial support and the need — it takes a lot of energy to move water around and purify it.

A good example is the Twin Oaks Valley water treatment plant near San Marcos, where giant pumps push water through thin membranes to make it safe to drink.

The solar panels installed there are producing about 1 megawatt of power when the sun is brightest. That system will make about 20 percent of the overall electricity the plant will use.

Hopkins Parking Structure @ UCSD

La Jolla, CA

Building Type

Solar shade structures on a the top floor of the campus parking structure Parking structure

Size

338.26 kW STC DC

28 full and half tree structures

Owner

Solar Power Partners

Construction Cost

\$ un disclosed

Project Highlights

SYSTEM PRODUCTION
537,000 kWh (Annually)

UTILITY DISTRICT
San Diego Gas & Electric

COMPLETED
November 2008

AVOIDED EMISSIONS (Annually)
Carbon Dioxide (lbs): 916,960
Gallons of Gasoline: 47,464
Barrels of Oil: 972
Vehicles Removed: 76
Homes Powered: 45

FOREST PRESERVED (Annually)
Acres: 2.9



Installation of a highly designed photovoltaic system on the upper deck of the 5 story existing parking structure to supplement a larger overall campus wide renewable energy project.

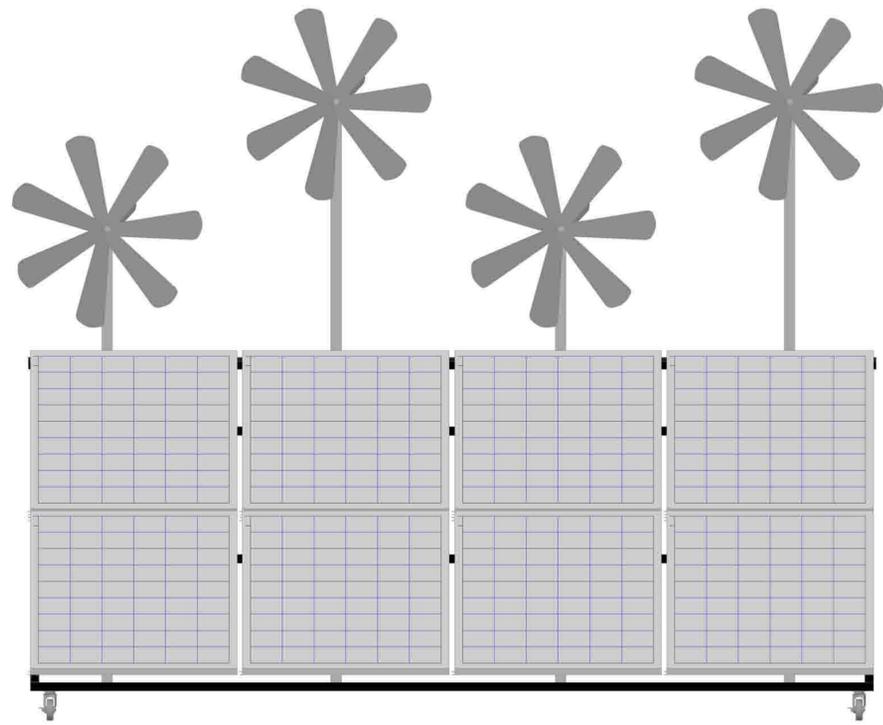
The solar array on the Gilman parking garage is one of the centerpieces of the UC San Diego campus' solar initiative. The installation of this array required a great deal of coordination to avoid interruption of any campus services at this critical intersection. UC San Diego has been recognized by the Climate Action Registry has a "Climate Action Leader."

These innovative solar arrays provide valuable shaded parking while generating clean renewable energy. The project was completed in partnership with the design services of Endelos Engineering,

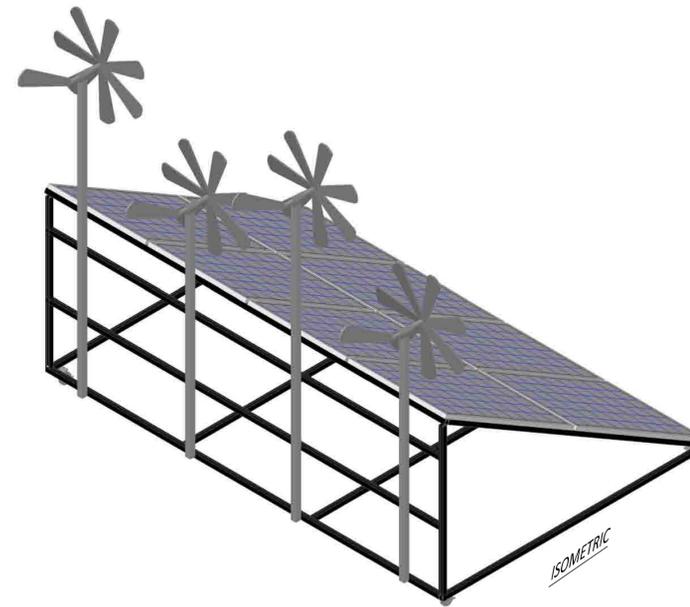
Team Members

- Endelos Engineering
 - Ken Green Designer

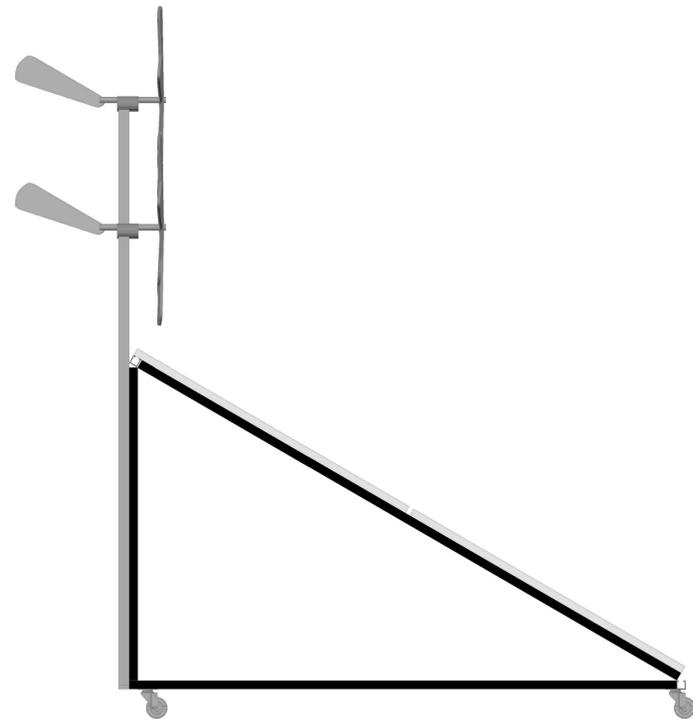
Project #1256



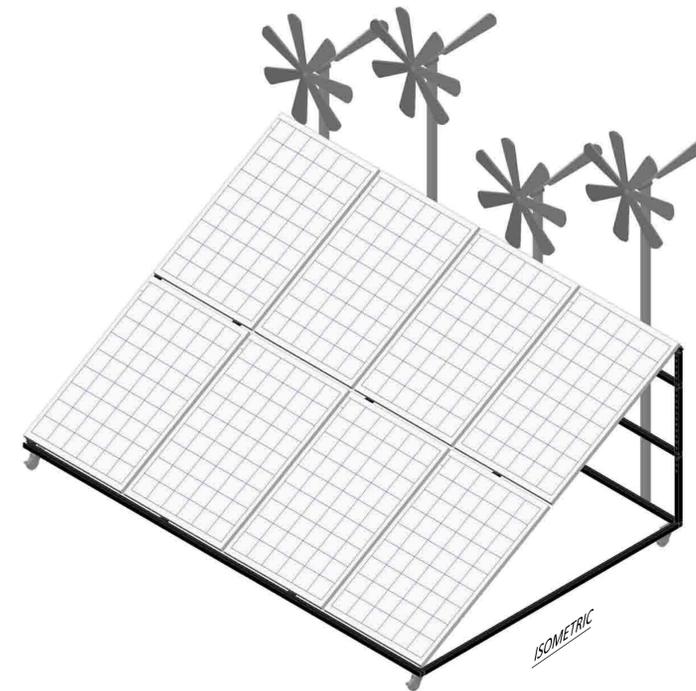
FRONT



ISOMETRIC



SIDE



ISOMETRIC

1 SOLAR / WIND CHARGING RACK
NOT TO SCALE



**WATER
TREATMENT
PLANT
INSTALLATION**

This sheet is 24" x 36" (ARCH D), the scale below must measure correctly to insure this drawing is to scale.



Issue No.	Description	Date
1	PRELIMINARY DESIGN	06-12-14

BUELLTON, CA

**SOLGEN
PROTOTYPE**

Designed	UN
Drawn By	UN
Checked	KG
Approved	KG
Sheet Title	Date: 06/12/2014

Sheet Number

CONFIDENTIAL - TO BE USED OR FORWARDED BY PERMISSION ONLY

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 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 CONSULTANT and all risks to such persons under this AGREEMENT.

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

2. Minimum Limits of Insurance. 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 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.

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 CONSULTANT.

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.

Policy Number: CBP8887532	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: ENDELOS ENERGY, INC	Agent: HUB INT'L INSURANCE SERVICES I NC Agent Code: 4292872 Agent Phone: (951)-788-8500

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART.</p> <p>SCHEDULED LOCATIONS OF COVERED OPERATIONS: ANY LOCATION AT WHICH YOU PERFORM WORK DESCRIBED IN WRITING IN THE CONTRACT, AGREEMENT OR PERMIT FOR A PERSON OR ORGANIZATION THAT HAS BEEN QUALIFIED AS AN ADDITIONAL INSURED UNDER THE TERMS OF THIS ENDORSEMENT</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 9

To: The Honorable Mayor and City Council

From: Carolyn Galloway-Cooper, Finance Director

Meeting Date: July 10, 2014

Subject: Award of Contract for Software Implementation Services

BACKGROUND

The Request for Proposal (RFP) for software implementation services was issued on March 11, 2014 with a deadline of April 11, 2014. Two proposals were received, one from Tyler Technologies and the other from Springbrook Software. The RFP and both responses are located on the City’s webpage under Finance Department/Request for Proposal/Qualification (RFP/RFQ).

The new software will provide internal checks and balances between multiple modules. Modules include utility billing, general ledger, payroll, cash collections, accounts payable, purchase orders, bank reconciliation, financial reporting, budget status, fixed assets, accounts receivable and system-wide management. The new software system will replace two separate programs installed over ten years ago, integrating modules automatically and eliminating numerous manual entries.

The two proposals were reviewed by staff after a series of demonstrations and meetings with the vendors. The consensus was to recommend selection of Tyler Technologies. The reasons for this selection include responsive technical support, Tyler University (24/7 access training) and available user groups. Although Tyler Technologies costs were higher, factoring in the other reasons provided a higher benefit compared to the costs.

Costs:

Vendor	Year One Upfront	Year One Annual Fee	Ongoing Annual Fee	Travel Expense
Springbrook	\$76,250	\$3,522	\$10,872	\$5,000
Tyler	\$99,688	\$14,432	\$15,154	\$17,500

FISCAL IMPACT

The 2014-15 capital improvement project (CIP) budget allocated \$150,000 for this project. Total costs per the agreement are not to exceed \$135,000. The project is under-budget leaving an available balance of \$15,000 for purchase of a new server/ hardware.

RECOMMENDATION

That the City Council direct the City Manager to execute a contract with Tyler Technologies for software implementation services.

ATTACHMENT

Attachment 1 – Agreement with Tyler Technologies

**AGREEMENT FOR SOFTWARE IMPLEMENTATION SERVICES
BETWEEN
THE CITY OF BUELLTON
AND
TYLER TECHNOLOGIES, INC.**

TABLE OF CONTENTS		PAGE
SECTION 1.	TERM OF AGREEMENT	1
SECTION 2.	SCOPE OF SERVICES	1
SECTION 3.	ADDITIONAL SERVICES	1
SECTION 4.	COMPENSATION AND METHOD OF PAYMENT	1
SECTION 5.	INSPECTION AND FINAL ACCEPTANCE	2
SECTION 6.	OWNERSHIP OF DOCUMENTS	2
SECTION 7.	CONTRACTORS BOOKS AND RECORDS	2
SECTION 8.	STATUS OF CONTRACTOR	3
SECTION 9.	STANDARD OF PERFORMANCE	3
SECTION 10.	COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES	4
SECTION 11.	NONDISCRIMINATION	4
SECTION 12.	UNAUTHORIZED ALIENS	4
SECTION 13.	CONFLICTS OF INTEREST	4
SECTION 14.	CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION	5
SECTION 15.	INDEMNIFICATION	5
SECTION 16.	INSURANCE	6
SECTION 17.	ASSIGNMENT	6

PAGE

SECTION 18.	CONTINUITY OF PERSONNEL	6
SECTION 19.	TERMINATION OF AGREEMENT	7
SECTION 20.	DEFAULT	7
SECTION 21.	EXCUSABLE DELAYS	7
SECTION 22.	COOPERATION BY CITY	7
SECTION 23.	NOTICES	8
SECTION 24.	AUTHORITY TO EXECUTE	8
SECTION 25.	BINDING EFFECT	8
SECTION 26.	MODIFICATION OF AGREEMENT	8
SECTION 27.	WAIVER	9
SECTION 28.	LAW TO GOVERN; VENUE	9
SECTION 29.	ATTORNEYS FEES, COSTS AND EXPENSES	9
SECTION 30.	ENTIRE AGREEMENT	9
SECTION 31.	SEVERABILITY	10
EXHIBIT "A"	SCOPE OF SERVICES/PROPOSAL	A-1
EXHIBIT "B"	INSURANCE	B-1

**AGREEMENT FOR SOFTWARE IMPLEMENTATION SERVICES
BETWEEN
CITY OF BUELLTON
AND
TYLER TECHNOLOGIES, INC.**

This AGREEMENT FOR SOFTWARE IMPLEMENTATION SERVICES BETWEEN THE CITY OF BUELLTON AND TYLER TECHNOLOGIES ("AGREEMENT"), is made and entered into this 10th day of July 2014, by and among the City of BUELLTON a municipal corporation ("CITY") and TYLER TECHNOLOGIES.

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.

TYLER TECHNOLOGIES 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.

TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed One hundred thirty five thousand DOLLARS (\$135,000), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of TYLER TECHNOLOGIES' work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept TYLER TECHNOLOGIES' work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES. Upon completion, expiration or termination of this AGREEMENT, TYLER TECHNOLOGIES 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) TYLER TECHNOLOGIES shall maintain any and all documents and records demonstrating or relating to TYLER TECHNOLOGIES' performance of services pursuant to this AGREEMENT. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES' 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES or any of TYLER TECHNOLOGIES' officers, employees or agents, except as set forth in this AGREEMENT. TYLER TECHNOLOGIES shall not at any time or in any manner represent that TYLER TECHNOLOGIES or any of TYLER TECHNOLOGIES' officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

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

SECTION 9. STANDARD OF PERFORMANCE.

TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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, TYLER TECHNOLOGIES shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of TYLER TECHNOLOGIES under this AGREEMENT.

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

TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES to comply with this section.

SECTION 11. NONDISCRIMINATION.

Basic Provisions. In performing the Work, TYLER TECHNOLOGIES agrees as follows:

(1) TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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) TYLER TECHNOLOGIES will, in all solicitations or advertisements for employees placed by or on behalf of TYLER TECHNOLOGIES, 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.

TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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, TYLER TECHNOLOGIES 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) TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES' performance of services under this AGREEMENT. TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to TYLER TECHNOLOGIES. TYLER TECHNOLOGIES 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) TYLER TECHNOLOGIES, 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 TYLER TECHNOLOGIES gives CITY notice of such court order or subpoena.

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

(d) TYLER TECHNOLOGIES shall promptly notify CITY should TYLER TECHNOLOGIES, 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 TYLER TECHNOLOGIES or be present at any deposition, hearing or similar proceeding. TYLER TECHNOLOGIES agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided

by TYLER TECHNOLOGIES. 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 TYLER TECHNOLOGIES' services, to the fullest extent permitted by law, TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES, its officers, agents, employees or subconsultants (or any entity or individual for which TYLER TECHNOLOGIES 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, TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES or by any individual or entity for which TYLER TECHNOLOGIES is legally liable, including but not limited to officers, agents, employees or subcontractors of TYLER TECHNOLOGIES.

SECTION 16. INSURANCE.

TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

TYLER TECHNOLOGIES shall make every reasonable effort to maintain the stability and continuity of TYLER TECHNOLOGIES' staff assigned to perform the services required under this AGREEMENT. TYLER TECHNOLOGIES shall notify CITY of any changes in TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES. In the event such notice is given, TYLER TECHNOLOGIES shall cease immediately all work in progress.

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

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

(d) Upon termination of this AGREEMENT by either TYLER TECHNOLOGIES or CITY, all property belonging exclusively to CITY, which is in TYLER TECHNOLOGIES' possession, shall be returned to CITY. TYLER TECHNOLOGIES shall furnish to CITY a final invoice for work performed and expenses incurred by TYLER TECHNOLOGIES, 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 TYLER TECHNOLOGIES is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating TYLER TECHNOLOGIES for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the TYLER TECHNOLOGIES.

SECTION 21. EXCUSABLE DELAYS.

TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES. 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 TYLER TECHNOLOGIES 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: Marc Bierdzinski P.O. Box 1819 107 W. Highway 246 Buellton, CA 93427
To:	Tyler Technologies, Inc. Attn: Associate General Counsel One Tyler Drive Yarmouth, ME 04096

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 TYLER TECHNOLOGIES represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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.

TYLER TECHNOLOGIES

By: _____

By: _____

Title: _____

Title: _____

CITY OF BUELLTON

APPROVED AS TO FORM:

By: _____
CITY MANAGER

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL

[NOTE: Scope of Services and TYLER TECHNOLOGIES' Compensation is set forth in the letter from TYLER TECHNOLOGIES dated June 19, 2014, attached hereto and incorporated herein by this reference. Total compensation shall not exceed One hundred thirty five thousand dollars (\$135,000).]

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES, 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the TYLER TECHNOLOGIES' profession.

2. Minimum Limits of Insurance. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES performs; products and completed operations of TYLER TECHNOLOGIES; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by TYLER TECHNOLOGIES. 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) TYLER TECHNOLOGIES' 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, TYLER TECHNOLOGIES' insurance.

(3) TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES.

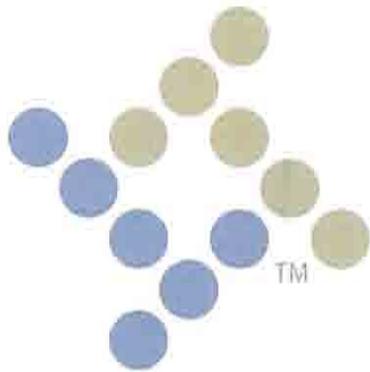
C. Other Requirements. TYLER TECHNOLOGIES agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that TYLER TECHNOLOGIES furnish 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

Exhibit 3



tyler
technologies

Statement of Work

Software and Implementation Services

Prepared for:

City of Buellton, CA

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

June 19, 2014

Table of Contents

PROJECT SCOPE & SUMMARY 3

DATA CONVERSION..... 5

 INVOICING AND CLIENT SIGNOFFS 5

 KEY PROJECT ASSUMPTIONS 5

 OUT OF SCOPE 6

RISK / MITIGATION STRATEGY 7

 UNAVAILABILITY/INCOMPATIBILITY OF STAFF 7

 CLIENT STAFF UNAVAILABILITY 7

 SCOPE CHANGES 7

 ACTIVITY FOCUS..... 7

 INCOMPLETE LEGACY, INTERFACE DOCUMENTATION..... 8

 ACHIEVABLE GOALS 8

 TECHNOLOGY AGE 8

CRITICAL SUCCESS FACTORS 8

FUTURE AMENDMENTS TO SCOPE..... 9

PROJECT MANAGEMENT..... 9

 STAFFING 9

 PROJECT SCHEDULE 10

DEVELOPMENT TOOLS 10

DOCUMENTATION 10

 TYLER-PROVIDED DOCUMENTATION 10

 CLIENT-PROVIDED DOCUMENTATION..... 10

SOW ATTACHMENTS LISTING 11

SOW Attachment A – (Sample) Work Acknowledgement Form 11

SOW Attachment B – (Sample) Change Order Form 11

SOW Attachment C - Hardware / Software Requirements 11

SOW Attachment D – Standard Interfaces..... 11

SOW Attachment E – Conversion Detail 11

ATTACHMENTS 12

PROJECT SCOPE & SUMMARY

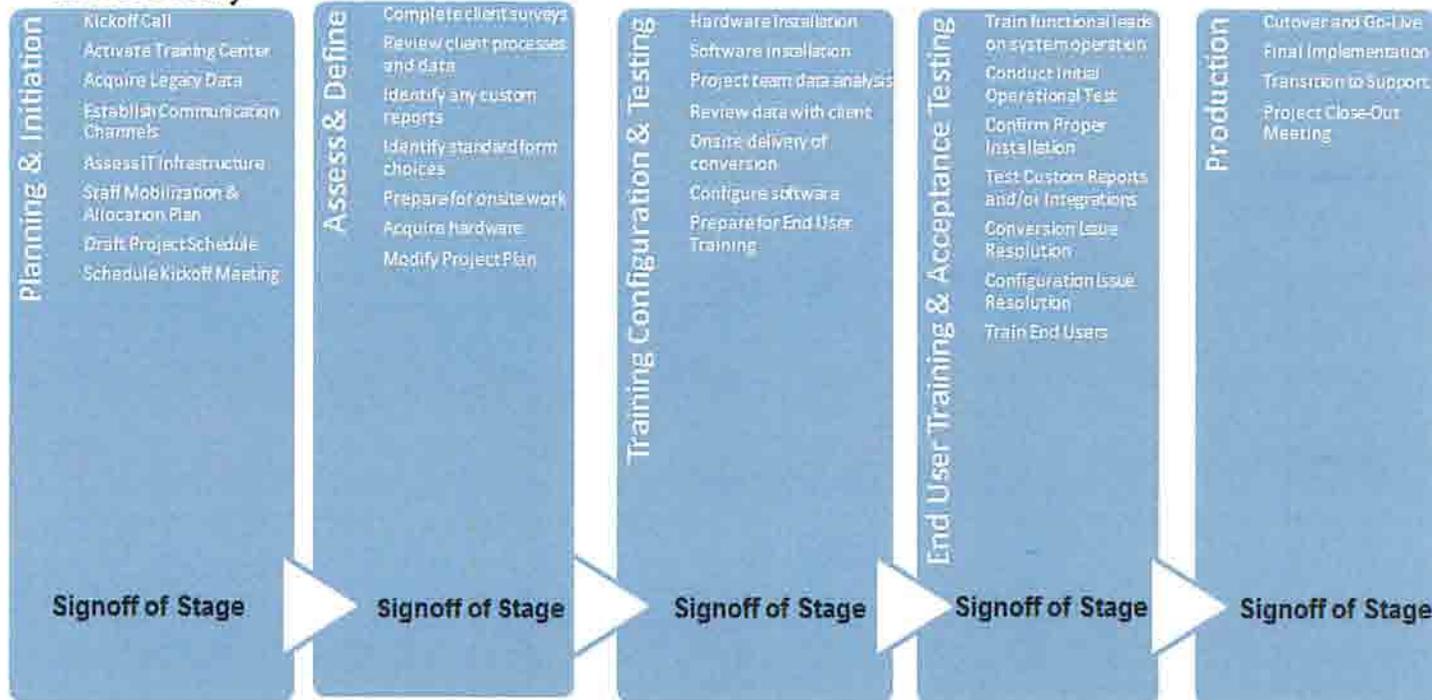
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment A- (Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

DATA CONVERSION

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

INVOICING AND CLIENT SIGNOFFS

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

OUT OF SCOPE

- Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

Custom Programming - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

Custom Modifications - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F-Customizations. If there are no customizations to the software, there will be no Attachment F to this document.

Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

Custom interfaces – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

Custom Reports – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to

built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.
- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work

Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

STAFFING

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-provided documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW ATTACHMENTS LISTING

<p>SOW Attachment A - (Sample) Work Acknowledgement Form</p> <p>This form provides the means for the Client to accept work provided or provide reason for denial of a work.</p>
<p>SOW Attachment B - (Sample) Change Order Form</p> <p>Any change in the project must have a completed and approved Change Order.</p>
<p>SOW Attachment C - Hardware / Software Requirements</p> <p>This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.</p>
<p>SOW Attachment D - Standard Interfaces</p> <p>This document provides a summary description of the purpose and function of the interface along with field specifications.</p>
<p>SOW Attachment E - Conversion Detail</p> <p>Provides a description of the conversion process and legacy data specifications for each application suite.</p>

Attachment B- Change Order Form

Change Order Form

Client: _____ **Date:** _____
Generated By: _____
Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature



Empowering people who serve the public™

Incode V.X Solution

SYSTEM REQUIREMENTS

Tyler’s software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

SITE ASSESSMENT

Your site’s system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site’s quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your “Total Point Value” below.

CIS		# of accounts	NA (0) 1–5,000 accounts (4) 5,001–25,000 (6) 25,001+ (10)
Court		# of violations per year	NA (0) 1–10,000 violations (3) 10,001–60,000 (6) 60,001–150,000 (11) 150,001+ (31)
Financials	AP	# of vendors	NA (0) 1–1,000 vendors (1) 1,001–3,000 (2) 3,001+ (3)
	FA	# of assets	NA (0) 1–200 assets (1) 201–1,000 (2) 1,001+ (3)
	GL	# of funds	NA (0) 1–25 funds (1) 26–100 (2) 101+ (3)

	PY # of employees	NA (0) 1–100 employees (1) 101–250 (2) 251+ (3)
Tax	# of parcels	NA (0) 1–20,000 parcels (3) 20,001–40,000 (6) 40,001+ (10)
TCM	# of documents processed per year	NA (0) 1–12,000 documents (1) 12,001–50,000 (2) 50,001+ (5)
Total Point Value		

SERVER SPECIFICATIONS

For the following table, use your Total Point Value from above to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Dual server configurations are broken into Application Server (AS) and Database Server (DB) requirements.

Component	Requirement	Specifications					
		TOTAL POINT VALUE					
		1–5		6–10		11–30	31+
		Single	AS	DB	AS	DB	
Processor	Xeon Quad Core (GHz) ¹	•	•	•	•	•	Contact Tyler for custom specifications.
Memory	GB RAM	16	8	16	16	32	
Available Disk Space ^{2,3}	Bus 1	100 GB	100 GB	100 GB	100 GB	100 GB	
	Bus 2	500 GB	500 GB	1 TB	500 GB	3 TB	

¹ If running in a virtual environment, four virtual cores are needed.

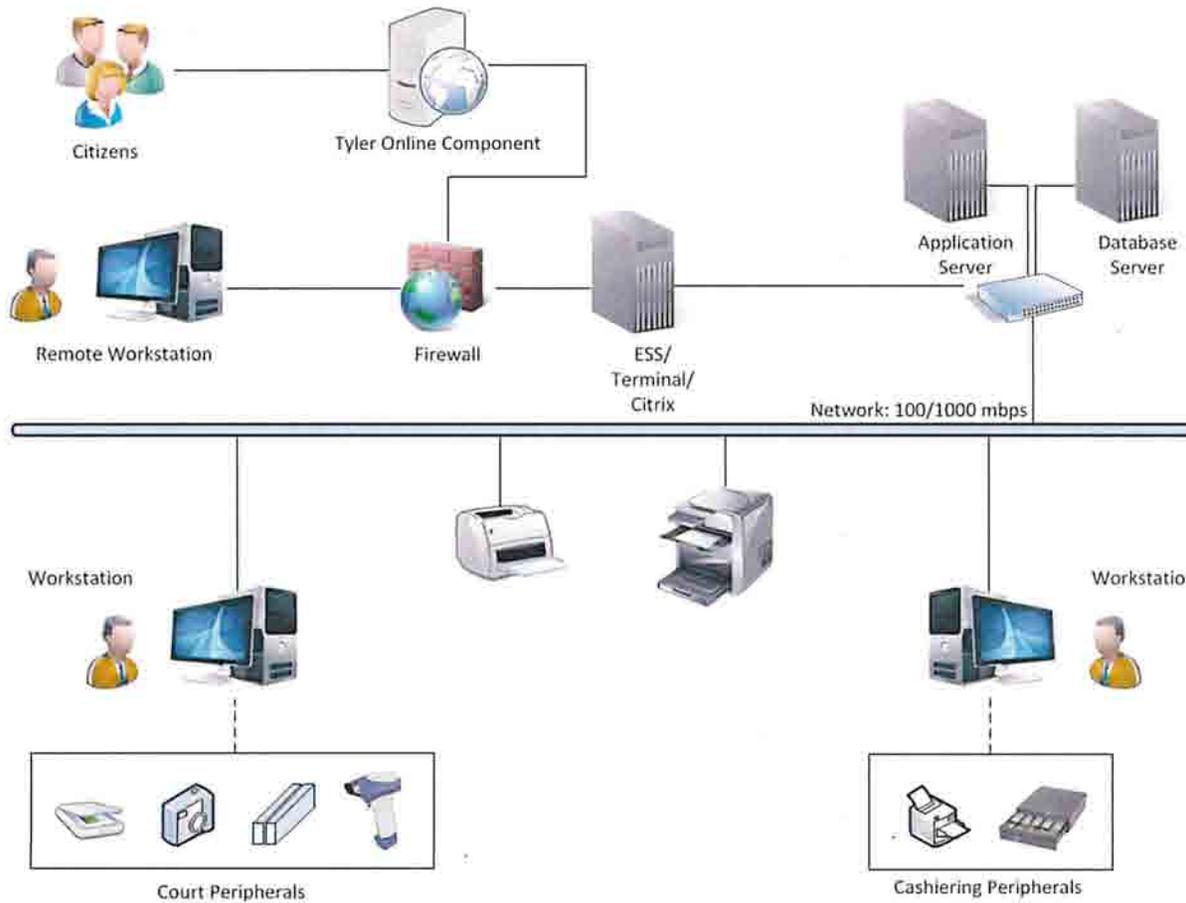
² Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.

³ If using TCM, these storage requirements may increase. See page 5 for details.

ESS Users: If you need external access to ESS, a dedicated server is recommended. This additional server requires the same specifications indicated in the Application Server (AS) column based on your Total Point Value.

REQUIREMENTS

Configuration Diagram



Server Configuration

Component	Requirement	
General Server	Dedicated Server	
	MS Windows Certified Server ⁴	
	Removable Media (for backups)	
	Gigabit Ethernet	
Operating System	MS Windows 2008 R2 Server (x64) Standard or Enterprise	
Database Component	MS SQL Server 2008 (x64) Standard or Enterprise ⁵	
Network Environment	Domain w/Active Directory Services	
	Internet Information Services (IIS) 7	
	.NET 3.5 Framework	
Hard Drive Arrays	For OS	SAS RAID1
	For SQL, Transaction Logs, DB files, and V.X program files	SAS RAID5 or SAS RAID10

⁴ Nationally recognized brand

⁵ If running a dual server configuration, this is only needed on the database server.

Workstation

Component	Requirement
Hardware	Microsoft Windows Certified PC ⁶
Processor	Pentium Core 2 Duo
Memory	4 GB RAM
Disk Space	10 GB available
Operating System	Windows XP Professional or Windows 7 Professional ⁷
Network	100/1000 mbps Ethernet
Network Environment	Workstation is a member of the Domain ⁸
Graphics	128 Dedicated Graphics—Running 1280x1024 ⁹

⁶ Nationally recognized brand

⁷ Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

⁸ Tyler's V.X servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

⁹ The V.X application windows are not fully visible at resolutions lower than 1280x1024.

Remote Workstation

Tyler requires a remote access solution such as Citrix or Windows Terminal Services for any workstations accessing the server with a direct connection of less than 100 mbps full-duplex. For best results, remote workstations should run Citrix or Terminal Services over a permanent VPN tunnel.

Peripherals

Cashiering Equipment

Equipment	Model
Receipt Printer	Epson 6000 or Epson 950
Cash Drawer	Media Plus Automated Cash Drawer
Barcode Scanner Utilities	Symbol LS2208
Card Swiper	Magtek Mini Swipe Reader

Workstations designated as Cashiering stations require parallel ports for Epson TM-U950P Receipt Validation Printers. Epson TM-H6000III Thermal Receipt Printers require USB ports and can be configured for Ethernet with optional adapters. An approved ETS-encrypted mag stripe reader is required for card reading.

Court Equipment

Equipment	Model
Signature Pad	Topaz Signature Pad T-L462
Camera	Logitech C310HD WebCam

Printer Compatibility

Many V.X users print forms and reports directly from the application to their printers. We recommend using laser printers because they offer universal compatibility for all applications.

Printer Type	Reports	Forms	Additional Criteria
Any Laser Printer ¹⁰	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PCL 5 or above

¹⁰Dot matrix printers are not supported. HP Printers are highly recommended.

Scanner Compatibility

If you are using TCM, TWAIN compatible scanners are required. You can use any TWAIN compatible scanner; however, if it's not listed in the chart below, you may have reduced functionality.

Scanner Brand	Scanner Model	
Canon	• DR-5010C	• DR-X10C
	• DR-2510C	• DR-7550C
	• DR-4010C	• DR-6050C
	• DR-3010C	• DR-9050C
	• DR-M160	

Fujitsu	<ul style="list-style-type: none"> • fi-6110 • fi-6670 • fi-6770 • fi-6240Z 	<ul style="list-style-type: none"> • fi-6130Z • fi-6140Z • fi-6230Z
Graphlex	<ul style="list-style-type: none"> • CS500 Pro¹¹ 	
Hewlett Packard (HP)	<ul style="list-style-type: none"> • ScanJet 8250¹¹ • ScanJet 8350¹¹ • ScanJet 8390¹¹ 	
Panasonic	<ul style="list-style-type: none"> • KV-S2045C¹¹ 	
Xerox	<ul style="list-style-type: none"> • Documate 152¹¹ 	

¹¹ Not fully supported – These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

TCM STORAGE REQUIREMENT

TCM requires disk space beyond the basic Specifications listed on page 2. The additional storage requirement is calculated using several factors: the number of pages processed a year, the types of images processed, your site’s expected growth rate, and a buffer, which protects you from unforeseen changes to these factors.

Image storage requirements must be calculated on a client-by-client basis and the amount of storage required is determined in pre-sales technical discussions. Since TCM can vary widely, it is good practice to discuss your specific storage needs with Tyler.

To help you calculate your site’s storage needs, the following Lossless Compression table illustrates the file size associated each of the 10 different Image Types.

Lossless Compression

Image Type			File Size
DIMENSIONS/ FILE TYPE	COLOR	DPI	
8.5 x 11 TIFF	B&W	200	.05 MB
		300	.1 MB
		600	.4 MB
	Grayscale	200	100 MB
		300	6 MB
		600	24 MB
	Color	200	12 MB
		300	24 MB
		600	96 MB
8.5 x 11 PDF¹²	B&W	(Page)	1.3 MB

¹² This PDF estimate is based upon the average-size document generated directly from a Tyler application. It does not include embedded fonts and is simply a representative sample.

Estimating Storage Requirements

To estimate your storage needs, use your site’s records and the previous table.

For each Image Type shown above that your site will store, identify the following values:

- A. Number of pages processed a year¹³ _____
- B. Respective file size for the Image Type (MB) _____

- C. Number of Years of Storage _____
- D. Growth Rate (% as decimal value) _____
- E. Conversions Only: Existing Database Size (MB) _____
- F. $A \times B \times C$ _____
- G. $D \times F$ _____
- H. $E + F + G$ _____ Base Number

¹³ If your site only tracks the number of documents per year, multiply that number by 5 to get your page-based number for calculating Tyler's storage requirements. The standard document size for most Tyler applications is 5 pages.

Standard Recommendation

- To replicate data, multiply your Base Number x 2: _____ MB

Backup Recommendation

- To dump the database to disk, multiply your Base Number x 3: _____ MB

RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your V.X data.

Rotating Tapes

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because it allows you to go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site.

We do NOT recommend the use of differential or incremental backups. Performing a full backup of the entire V.X folder every night will allow you to restore files without having to use a series of tapes to perform the restore. This turns a restore process into a much more manageable and less time-consuming process.

Backing Up Your SQL Database

For customers who use Microsoft SQL for the V.X database, there are additional backup requirements for your V.X software. In addition to backing up the \DATA folder (and others mentioned above), you must also back up your Microsoft SQL databases. For V.X, the default databases should consist of at least Tyler_Configuration, Tyler_QBE, and Tyler_Financials.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function:** The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the V.X database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

```
C:\Program Files\Microsoft SQL Server\MSSQL\Backup\*
```

* The Microsoft SQL Server installation path may vary slightly per installation.

- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- **Script:** You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts it after the tape backup is complete. This allows you to back up the *.mdf and *.ldf files (the database and transaction log, respectively) in:

```
C:\Program Files\Microsoft SQL Server\MSSQL\data  
directory*
```

If you choose this route, Tyler can assist you with creating this script at the time of the V.X software installation.

Other Directories in the V.X Folder

For V.X, you need to backup C:\Program Files\Tyler Technologies*. As we add features and functionality to our software, the number and size of the applications and runtimes needed to run our applications will continue to grow.

Watching for Signs of Failure

Monitor your backup's status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

Accepting Responsibility

Having good backups of V.X data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your V.X software and data over the Internet in case of disaster or serious equipment failure at your site.

Disaster Recovery

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a

disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-800-646-2633 for more information.

V.X Utility Billing Handheld Meter Reader Interface

Purpose

The handheld meter interface allows users to define the definitions for meter reading import and export files.

File Definition

The interface allows users to define how to interpret data records from an external file that can be exported from the system and or imported from another system. The data in these files is then used to update meter reading data. Users can define multiple definitions and save them in the system.

File layout options are:

- File Type Options
 - Binary Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - Line Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - XML File
 - No Delimiter
- Record Type Options
 - Header
 - Section Header
 - Detail
 - Section Trailer
 - Trailer

Data elements available are:

- Field Names – Record Type “Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id

- Record Type
- Route
- Route Count
- Route Segment
- Field Names – Record Type “Section Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment
- Field Names – Record Type “Detail”
 - 50ESS
 - Account
 - Account Number
 - Account Service UDD
 - Account Status
 - Account UDD
 - Add. Full
 - Add. Number
 - Add. Number/Street
 - Add. Street
 - Add. Unit
 - Address Service UDD
 - Alert Code
 - Badger Serv. Number
 - Billing Cycle
 - Cannon Meter
 - Current Read
 - Customer Class
 - Cycle
 - Datamatic Read Type
 - Demand Decimals
 - Device Code
 - Dialog N/W ID
 - Dials
 - Expected Consumption
 - Filler

- High Audit
- High Consumption
- Instruction Code
- Itron Read Type
- Job Label
- Job Number
- Latitude
- Line Return
- Location Code
- Location Description
- Longitude
- Low Audit
- Low Consumption
- Meter Group Code
- Meter Make
- Meter Number
- Meter Read Type
- Meter Sequence
- Meter Serial
- Meter Size
- Meter Status
- Meter Type
- Meter UDD
- MTS Indicator
- Multiplier
- Name
- No Delimiter
- Number Estimated
- Occupant
- Prev. Demand Cons.
- Prev. Demand Read
- Prev. Read
- Prev. Read Date
- Prev. Read Minus X
- Prev. Read Plus X
- Property Acc. Number
- Read Group
- Read Sequence
- Reading Skip
- Record Counter
- Record ID
- Record Type
- Remote Read ID
- Remote Read Type
- Route
- Route Segment
- Service Address UDD
- Service Category
- Service Code
- Service Description
- Slot

- Tamper Code
- Touch Meter Number
- TWACS Account Slot
- Walk Sequence
- Field Names – Record Type “Section Trailer”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment
- Field Names – Record Type “Section Trailer”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment

V.X Utility Billing Payment Import

Purpose

The Utility Billing Payment Import feature allows payments to be imported into a Payment Process or Cashiering from a file.

File Definition

The import file definition describes how to interpret data records from an external file and then create payment info in the V.X Utility Billing system. Users can create multiple different file import layout definitions and save them in the system.

Data elements available are:

- Account
 - **Required**
 - This would be the utility account number the payment should be processed against.
- User Defined
 - Optional
 - In this section users would be able to choose from the list of User Defined fields that have been created against the Utility Billing account.
- Payment Amount
 - **Required**
 - This would be the payment amount that will be processed against the Utility Billing account.
- Reference
 - Optional
 - This is a reference value that will be assigned to the payment transaction's reference field.

File layout options are:

- Fixed Width
 - User are able to define the starting position and length for each field
- Delimited
 - Comma
 - Tab

Fixed Width File Example:

- a. The example below shows a fixed width file containing the Account Number, Amount, and Reference field.

ACCOUNT NUMBER	AMOUNT	REFERENCE
001-00015-000	100.00	CHK#10002
500-01411-001	591.32	
099-02225-030	1245.25	CC54545454

Delimited File Example:

- a. The example below shows a comma delimited file containing the Account Number, User Defined field, Amount, and Reference field.

ACCOUNT NUMBER, USER DEFINED, AMOUNT, REFERENCE
001-00015-000,, 100.00, CHK#10002
500-01411-001,, 591.32, EDG5G854F5
099-02225-030,, 1245.25,

Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Financial Data Conversion Specification* document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to go-live

Data Conversion

Each area of the financial conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the *Financial Data Conversion Specification* document.

General Ledger

Standard Conversion Includes:

- Fund and account lists
- Summarized history for current fiscal year plus two prior fiscal years
- Budgets and budget adjustments for current fiscal year plus two prior fiscal years

Additional Options:

- Additional summarized history and budgets (fee per fiscal year)
- Transaction history stored in Historical Legacy Views
- Transaction history (fee per fiscal year)

Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact
- 1099 balances provided by client for current year

Additional Options:

- Vendor notes and additional contacts
- Detailed history stored in Historical Legacy Views
- Detailed vendor invoice history, payable items and distribution (fee per fiscal year)
- Additional vendor sets (fee per set)

Personnel Management (Payroll and Human Resources)

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, standard dates (i.e., hire, birth, leave, termination), standard phones (i.e., work, home, cell), direct deposit, position, retirement, deductions and taxes
- Current year leave balances
- Current year detailed employee pay history such as paycheck, earnings, earning distribution, deductions and taxes OR current year quarterly summarized history

Additional Options:

- Dependent details, additional contacts, notes, additional dates (e.g., anniversaries, seniority), additional phones (e.g., spouse, fax)
- Direct deposit detailed history
- Additional payroll set (fee per set)
- Additional detailed employee pay history stored in Historical Legacy Views
- Additional years of employee pay history (fee per year)
- Human Resources data such as certifications, discipline, education, grievances, reviews, photos, training, and workers compensation (custom quote)

Fixed Assets

Standard Conversion Includes:

- Asset information, improvements
- Accumulated totals, no history

Project Accounting

Standard Conversion Includes:

- Open Projects, project accounts and project notes
- Open project account budgets
- Open project account detail

Inventory

Standard Conversion Includes:

- Inventory items, item locations and item vendors

Applications not converted

- Work Orders
- Bank Reconciliation
- Employee Self Services/Time & Attendance
- Purchase Order

Custom Conversion Services

The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Combining/splitting of GL account numbers
- Converting records with counts lower than 50 for Personnel Management, 100 for Fixed Assets and 250 for all other modules
- Cross referencing beyond Tyler Technologies' defined standardized codes
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data

- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe "|" delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Utility Billing Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Utility Billing Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Utility Billing Data Conversion Specification* document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to training and go-live

Data Conversion

The Utility Billing conversion has additional options that can be purchased depending on the level of data to be converted. Each option has a different cost associated with it.

Utility Billing

Standard Conversion Includes:

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Properties
- Account Master
- Meters
- Transaction History – Includes current year plus 1 prior year
 - If the transaction history is not clean it may not be possible to convert. In this case, balances would be required to be provided by you and these would be converted in place of the detailed transactions.
- Services Metered – Includes 1 metered services
- Services Non-Metered – Includes up to 2 non-metered services
- Bill Compare ran against one billing cycle
- Standard User Defined Fields

Additional Options:

- Bank Codes and Bank Drafts
- **ACTIVE** Deposits
- Device Inspections
- Renumbering of Accounts
- Contracts
- Notes
- Additional Years of Transactional History (per year)
- Devices
- AMP (Average Monthly Payments)
- Energy Assistance
- Sewer Assistance
- Winter Average
- Additional Metered Services (over one)
- Additional Non-Metered Services (over two)

Not Converted:

- Deposit History
- Service Orders
- Meter Change Outs

Custom Conversion Services

The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 1000 accounts
- Multiple Bill Compares on multiple cycles. This will require additional "Before" and "After" billing data along with additional hours.
- Cross referencing beyond Tyler Technologies' defined code tables
- Additional User Defined Fields
- Converting of compound meters
- Additional Contact information for Non-Utility accounts
- Additional Properties for Non-Utility accounts
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up, parsing names/address and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in **one** of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe "|" delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.



WEB SERVICES - INTERNET BASED PRODUCTS
SUBSCRIPTION AGREEMENT

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as "Tyler" and the party signing this agreement as the "Subscriber".

1. DEFINITIONS

Tyler Web Services Tyler Web Services are designed to enable Subscriber to easily establish a presence on the Internet. Tyler Web Hosting and Design is composed of the Tyler Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

Tyler Utility Billing On-Line The Tyler Utility Billing On-Line Component allows the Subscriber to make available certain information from their Tyler Utility Billing System to citizens with Internet access. This information is posted to Subscriber's web site, which is hosted on Tyler's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

2. AGREEMENTS

2.1. TERM. Subscriber must return an executed copy of this Agreement to Tyler within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) day notice of said intent. In the event that the Subscriber fails to pay any amount payable to Tyler hereunder, when due, or fails to comply with any other provision of this Agreement, Tyler may terminate the Subscriber's rights by written notice to that effect to the Subscriber. Tyler may, by written notice to the Subscriber, terminate its obligations under this Agreement in the event that Tyler, for whatever reason, ceases to host Subscriber's Web Site. A termination of the Subscriber's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the Tyler concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If Subscriber wishes to terminate

before the stated term expires, Subscriber must give sixty (60) days written notice in order not to incur termination costs of \$120.00. Please also see section entitled "TERMINATION" in this Agreement.

2.2. Nature of Web Site. Tyler shall maintain a web site accessible over the Internet, for Subscriber. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by Subscriber. This data may include certain data elements from Subscriber's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to Subscriber, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

2.3. Data Procurement. Tyler must host the components and services listed in the Investment Summary of this Agreement. The Subscriber will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of Tyler Web Service transactions. The merchant account must be setup to fund to the Subscriber bank account. All fees for the merchant account will be paid by Subscriber.

Subscriber will be required to install and run Tyler Web Services in order for the Tyler On-Line application to access and transfer the necessary data from the Subscriber's primary software system, to Tyler's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to Subscriber. Tyler will assume responsibility for transferring such information back to Subscriber on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of Subscriber.

2.4. LICENSED SOFTWARE OWNERSHIP. Subscriber agrees that Tyler possesses exclusive title to and ownership of the Tyler Software.

a. Subscriber agrees that Subscriber acquires neither ownership nor any other interest in the Tyler Software, except for the right to use and possess the Tyler Software in accordance with the terms and conditions of this Agreement.

b. All rights not expressly granted to Subscriber in this Agreement are retained by Tyler.

c. Subscriber agrees that Tyler Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by Tyler are and shall remain the exclusive property of Tyler. Subscriber agrees that the Tyler Software consists of Tyler's trade secrets. Tyler shall retain all copyrights in the Tyler Software, whether published or unpublished.

d. Tyler agrees that all data provided to Tyler for the purposes of generating the web site shall remain the property of Subscriber. Should Subscriber terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, Tyler agrees to return to Subscriber, all graphics, text documents, and data files held by Tyler.

2.5. Subscriber MEMBERSHIP FEES. For establishing new Tyler Web Services, the Subscriber shall pay to Tyler the amounts as stated in the Investment Summary.

- 2.6. INSITE FEES. Tyler may increase the INSITE per-transaction fee for online payment no more than once per year with prior written notice.
- 2.7. NOT ASSIGNABLE. The rights of the Subscriber under this Agreement are not assignable without the prior written consent of Tyler. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the Subscriber is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 2.8. SOFTWARE MAINTENANCE. This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. Tyler reserves the right to change the functionality of future releases of its software and Subscriber understands that Tyler is not obligated to include specific functionality in future releases unless provided for herein.
- 2.9. PARTIAL INVALIDITY. Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
- 2.10. RESPONSIBILITY OF DATA. Tyler will assume responsibility for all data transfer, but not responsible for data accuracy.
- 2.11. SITE REQUIREMENTS.
- a. Subscriber shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide Tyler with IP connection to Subscriber's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. Tyler shall use the connection to assist with problem diagnosis and resolution. Tyler is not responsible for purchase of VPN client software license or configuration of Subscriber's firewall settings. No wireless Internet connections allowed.
 - b. Tyler shall provide Subscriber with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If Subscriber will not allow access through GotoAssist, Tyler cannot guarantee support standards will be met.
- 2.12. PROPRIETARY INFORMATION.
- a. Distribution of Tyler Software. Subscriber may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
 - b. Software as Trade Secret. Subscriber shall maintain the confidentiality of the Software and unless specifically authorized by Tyler or except for ordinary and necessary backup purposes, Subscriber may not make or have made any copies of the Software or any part thereof. Subscriber shall include Tyler's proprietary notice or other legend on any copies made by Subscriber as permitted hereunder.
- 2.13. WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY. Tyler warrants that the Software will substantially conform to current specifications delivered by Tyler to Subscriber pursuant to this Agreement, including Tyler's response to the Request for Proposal for six (6) months following

installation; provided, however, that Tyler's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by Tyler. In the event that the Software is found to be defective in such respect and Subscriber notifies Tyler in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, Tyler's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TYLER SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL TYLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 2.14. HOLD HARMLESS. Subscriber agrees that it will hold Tyler harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
- a. Subscriber's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
 - b. Subscriber's unauthorized alterations to or use of the Software, or
 - c. Subscriber's breach of any of its obligations to maintain the confidentiality of the Software or Subscriber's unauthorized copying thereof.
- 2.15. TERMINATION. This Agreement or any license referenced hereunder may be terminated by Tyler upon written notice to Subscriber if Subscriber performs any breach of the terms of this Agreement. At the date of termination of this Agreement, Subscriber shall promptly return to Tyler any Software, related documentation, materials and other property of Tyler then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.
- 2.16. GENERAL.
- a. This Agreement shall be governed by the laws of Subscriber's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
 - b. All acceptances by Tyler of purchase orders and all sales by Tyler are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of Subscriber's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of Tyler. Any such additional or different terms are hereby objected to. All acceptances by Tyler are expressly conditional on Subscriber's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, Subscriber should notify Tyler at once.

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES, 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the TYLER TECHNOLOGIES' profession.

2. Minimum Limits of Insurance. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES performs; products and completed operations of TYLER TECHNOLOGIES; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by TYLER TECHNOLOGIES. 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) TYLER TECHNOLOGIES' 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, TYLER TECHNOLOGIES' insurance.

(3) TYLER TECHNOLOGIES' 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 TYLER TECHNOLOGIES.

C. Other Requirements. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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. TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES 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 TYLER TECHNOLOGIES liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

Investment Summary
 Caroyln Galloway-Cooper
 City of Buellton, CA



Prepared for:	City of Buellton, CA	Contract ID # :	2014-0162
Contact Person:	Caroyln Galloway-Cooper	Issue Date:	6/23/14
Address:	107 West Highway 246 Buellton, CA 93427-1819 (805) 686-0137	Sales Rep:	K. Winget
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	carolync@cityofbuellton.com		

Product, Service & Equipment	Upon Execution	Upon Delivery	As Agreed Upon	As Progress Occurs	Totals	Annual Fees
Total Hsted (Online) Applications		400			400	480
Total Applications Software	13,090	31,415				12,677
License Fees - INCODE Financial Suite			3,222		21,483	
License Fees - INCODE Personnel Management Suite			1,328		8,850	
License Fees - INCODE Customer Relationship Management Suite			2,644		17,625	
License Fees - INCODE Document Management Suite			660		4,400	
Less Discount	(7,330)	(17,592)	(4,398)		(29,320)	
Total Professional Services						
Implementation				33,500	33,500	
Project Management & Final Implementation				10,000	10,000	
Data Conversion				32,750	32,750	
Annual Services						
Employee Self Service						825
Tyler On Demand - Tyler U						450
Totals	5,759	14,223	3,456	76,250	99,688	14,432

Please Note: Travel expenses will be billed as incurred.

Software Licenses
 Carolyn Galloway-Cooper
 City of Buellton, CA
 June 23, 2014



Application Software	QTY	Hours	License Fee	Estimated Services	Annual Fee
Incode Financial Management Suite			21,483	16,500	5,371
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i>		80			
CAFR Statement Bulder		20			
Positive Pay					
Purchasing		24			
Fixed Assets		16			
Project Accounting		12			
Incode Personnel Management Suite			8,850	6,000	3,038
Personnel Management		48			
Employee Self Service <i>(Number of FTE Employees)</i> <i>(Employee Portal)</i>	25	24			N/C
ESS Time & Attendance <i>(Number of FTE Employees)</i>	25	24			825
Incode Customer Relationship Management Suite			17,625	10,000	3,994
Utility CIS System		60			
Utility Payment Import (Generic Interface)		Included			
Utility Handheld Meter-Reader Interface		Included			
Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i>		8			
Miscellaneous Accounts Receivable		12			
Incode Content/Document Management Suite			4,400	1,000	1,100
Incode Printing and Reporting Solutions					
Standard Forms Package <i>(4 Overlays for Financials, 5 Overlays for CRM, 1 Logo)</i>		Included			
Output Director					
Output Director <i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i>		8			
Professional Services				10,000	
Final Implementation		40		5,000	
Project Management				5,000	
Incode Application Subtotal		316	52,358	33,500	13,502
System Software Subtotal					
Professional Services		40		10,000	
Preferred Customer Discount (56%)			(29,320)		
Application and System Software Total			23,038	43,500	13,502

Professional Services

Carolyn Galloway-Cooper
 City of Buellton, CA
 June 23, 2014



Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
<u>Financial Applications</u>					6,500
General Ledger		3,000	8	1,000	
- Chart of Accounts					
- Budget (2 years)					
- Summarized History (2 years)					
Accounts Payable		2,000	4	500	
- Vendor Master Info, address, primary contact					
- 1099 Balances (current year)					
<u>Personnel/Payroll Applications</u>					8,500
Personnel Management/Payroll		5,000	28	3,500	
- Basic Employee Information - employee master, address, primary contact, standard dates (i.e. hire, birth, termination, leave), standard phones (work, home, cell), current direct deposit, current position, retirement, employee deductions, employee taxes					
- Current Year Leave Balances					
- Current Year detailed employee pay history - paycheck earnings, earning distribution, deductions and taxes OR current year quarterly summarized history					
<u>Utility Billing</u>					15,250
Utility - CIS		10,000	28	3,500	
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Additional Year - Transactional History	1	1,500	2	250	
<u>Permitting & Licensing</u>					2,500
Accounts Receivable		2,000	4	500	
- Master (includes contacts & properties)					
Conversion Services Total					32,750

Note:
 Financial data conversion consists of current year plus 2 years history.
 Utility Billing conversion data consists of current year plus 5 years history.

Hosted Applications

Caroyln Galloway-Cooper
 City of Buellton, CA
 June 23, 2014



Services	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	400	400	
<ul style="list-style-type: none"> - Hardware Configuration - DNS registration 				
INCODE Utility Billing On-Line Component				
Utility Billing Online (4 cents per bill, per month)	1,000	0.04 /month	480	480
<ul style="list-style-type: none"> - Data extraction and storage - Display of: <ul style="list-style-type: none"> • Current status (late, cut off etc) • Action needed to avoid penalty • Current Balance • Deposits on file (optional) • Last payment date • Last payment amount • Payment arrangements on file • Last bill amount • Last bill date • Bill due date • Contracts on file and status • Transaction history - Address information including <ul style="list-style-type: none"> • Mapping • Legal description* • Precinct* • School district* • Services at address <ul style="list-style-type: none"> * - Subject to data availability - Consumption history by service, including graphs - Request for service (optional) - Information change request (optional) - Security - SSL (Secure Socket Layer) 				
<ul style="list-style-type: none"> - Online Payments <ul style="list-style-type: none"> • Payment packet is created to be imported to Utility System <p><i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i></p>				
Hosted Applications Total			880	480



Service

Annual Fee

Tyler On Demand - Tyler U

Tyler U Subscription	450
<ul style="list-style-type: none">- E-learning courses available for all employees during the subscription period- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention- Available 24/7- New courses created continually	

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org

Tyler Online Training Center Total

450

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and

the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking and Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: MPB
Council Agenda Item No.: 10

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: July 10, 2014

Subject: Resolution No. 14-18 – “A Resolution of the City Council of the City of Buellton, California, Regarding School Traffic Safety Improvements at Oak Valley Elementary School”

BACKGROUND

Over the past six months, staff has been working with the Superintendent of the Buellton Union School District and Oak Valley Elementary School to address ongoing traffic safety concerns. Concerns include vehicular speeds and pedestrian crossing conflicts, particularly during morning drop-off and pick-up periods.

Staff has completed site visits and traffic flow/pattern observations and performed the engineering study to analyze the data to propose various solution and design elements for implementation. The recommendations below are compliant with the Manual of Uniform Traffic Control Devices (MUTCD) and traffic resource manuals:

Tamarind Lane/Via Corona

- *New ADA Ramp on southern crosswalk portion of Via Corona
- *50' double yellow centerline striping at the crosswalk
- *50' red curb, left of existing driveway and right of the new ADA ramp
- *High visibility crosswalks, yellow ladder style
- *Additional signage
- *Slow School Xing pavement markings

Via Corona/Sycamore Drive

- *High Visibility crosswalks, yellow ladder style on 3 legs
- *Additional signage
- *50' double yellow centerline striping at crosswalk

These improvements will provide clear line of sight and also identifies the preferred pedestrian crossing locations as part of the Safe Routes to School. In addition, staff is recommending to update multiple school warning sign to current reflectivity standards and add as additional warning to motorists.

Additional studies were performed to evaluate multi-way stop at Via Corona/Sycamore Drive, but warrants were not met.

Copies of the study are available at the Buellton Public Works Department.

Because some of the recommendations include restrictions for parking and propose crosswalks, residents in the vicinity have been noticed for this proposed Resolution 14-18. None of the proposed red curbs is immediately fronting a residence.

Upon approval, staff intends to complete improvements this summer, prior to the start of the new school year.

FISCAL IMPACT

This project will be funded by the Gas Tax and local Measure A allocations.

RECOMMENDATION

That the City Council adopt Resolution No 14-18 “A Resolution of the City Council of the City of Buellton, California, Regarding School Traffic Safety Improvements at Oak Valley Elementary School” and authorize staff to implement the recommendations.

ATTACHMENTS

Resolution No. 14-18 and Exhibit A

RESOLUTION NO. 14-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, REGARDING SCHOOL TRAFFIC SAFETY IMPROVEMENTS AT OAK VALEY ELEMENTARY SCHOOL

WHEREAS, certain portions of the Santa Barbara County Code, including Chapter 23: Motor Vehicles and Traffic, have been adopted as part of the Buellton Municipal Code; and,

WHEREAS, California Vehicle Code Section 22507 and Section 23-11.1 of the Santa Barbara County Code authorizes the City Council, by Resolution, to designate limited, no parking; and

WHEREAS, Section 23-11.1(a) of the Santa Barbara County Code designates that a red curb shall mean no stopping, standing or parking at any time except as permitted by the California Vehicle Code except that a bus may stop in a red zone marked or signed as a bus zone; and

WHEREAS, the City has received requests based on traffic and pedestrian safety concerns from Oak Valley Elementary School Buellton Union School District, the City has performed the necessary Engineering Studies; and,

WHEREAS, the City Council finds that it is in the best interests of the community and the school to restrict parking, with appropriate red curb markings and the installation of high-visibility crosswalks, to provide clear sight distance and identify preferred pedestrian crossing for Safe Routes to School ; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Buellton does hereby resolve, determine, and order as follows:

SECTION 1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The City Council hereby restricts parking with red curbs for 50 feet on Via Corona west of the Oak Valley Elementary School Driveway and 50 feet on Via Corona east of the Oak Valley Elementary School Driveway, and installs high visibility crosswalks on Via Corona (east at Tamarind Lane) and on Via Corona (west at Sycamore Drive) and on Sycamore Drive (north and south at Via Corona), as shown on Exhibit "A" attached hereto and incorporated by this reference.

SECTION 3. The City Council hereby approves and directs to the installation (and subsequent maintenance) of red curb markings and high visibility crosswalks at the locations as shown on Exhibit "A."

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

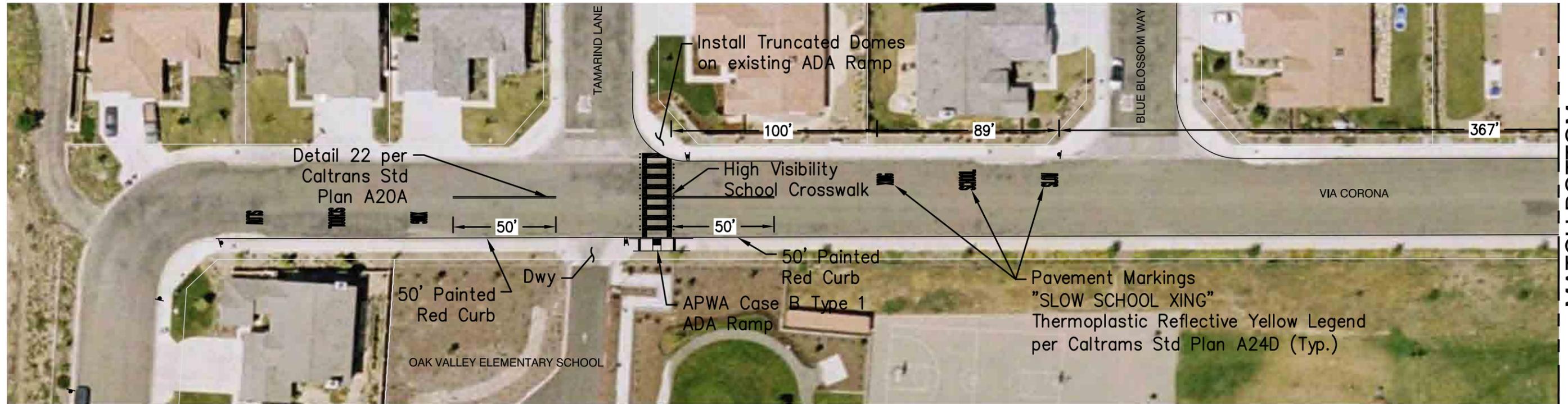
PASSED, APPROVED and ADOPTED this 10th day of July, 2014.

John Connolly
Mayor

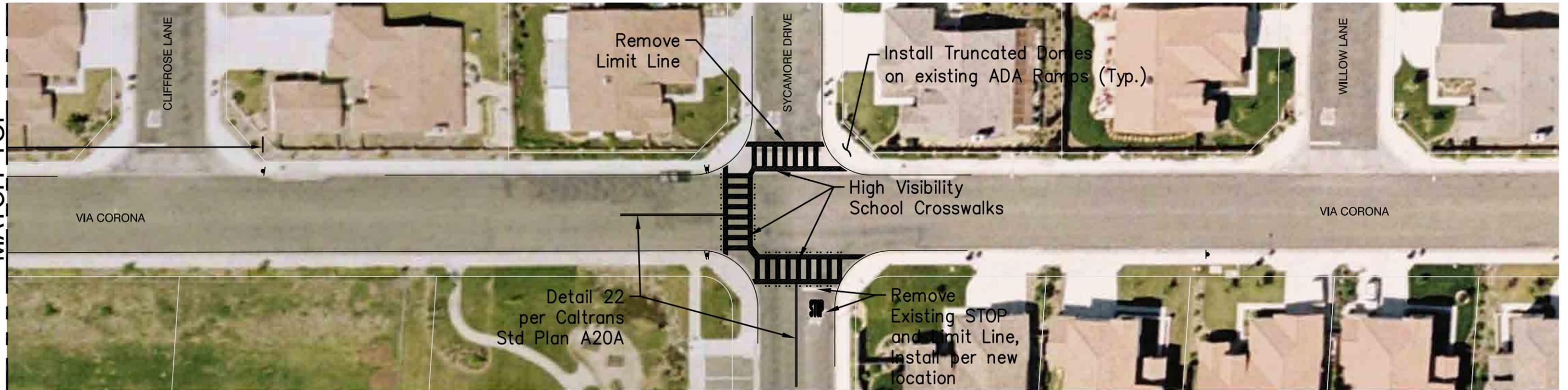
ATTEST:

Linda Reid
City Clerk

P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\Drawings\02 Plot\03-Oak Valley School.dwg Sat 31.May.14 04:14:36 PM



MATCH BOTTOM



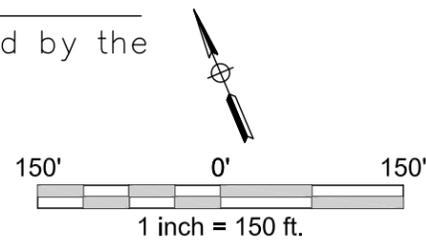
MATCH TOP

General Note:

All signs shall be furnished and installed by the City of Buellton.

MNS ENGINEERS IN C
 201 Industrial Way
 Buellton, CA 93427
 805.688.5200 Phone

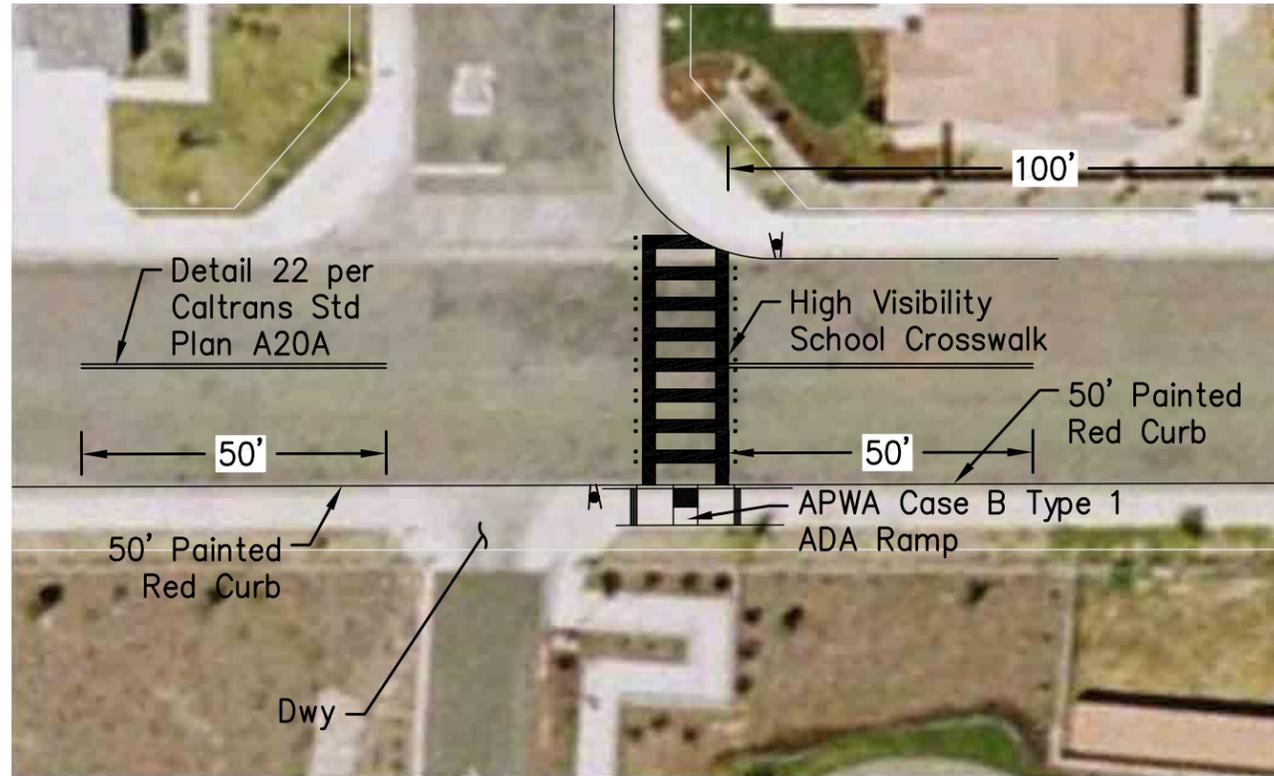
ENGINEERING
 SURVEYING
 CONSTRUCTION MANAGEMENT



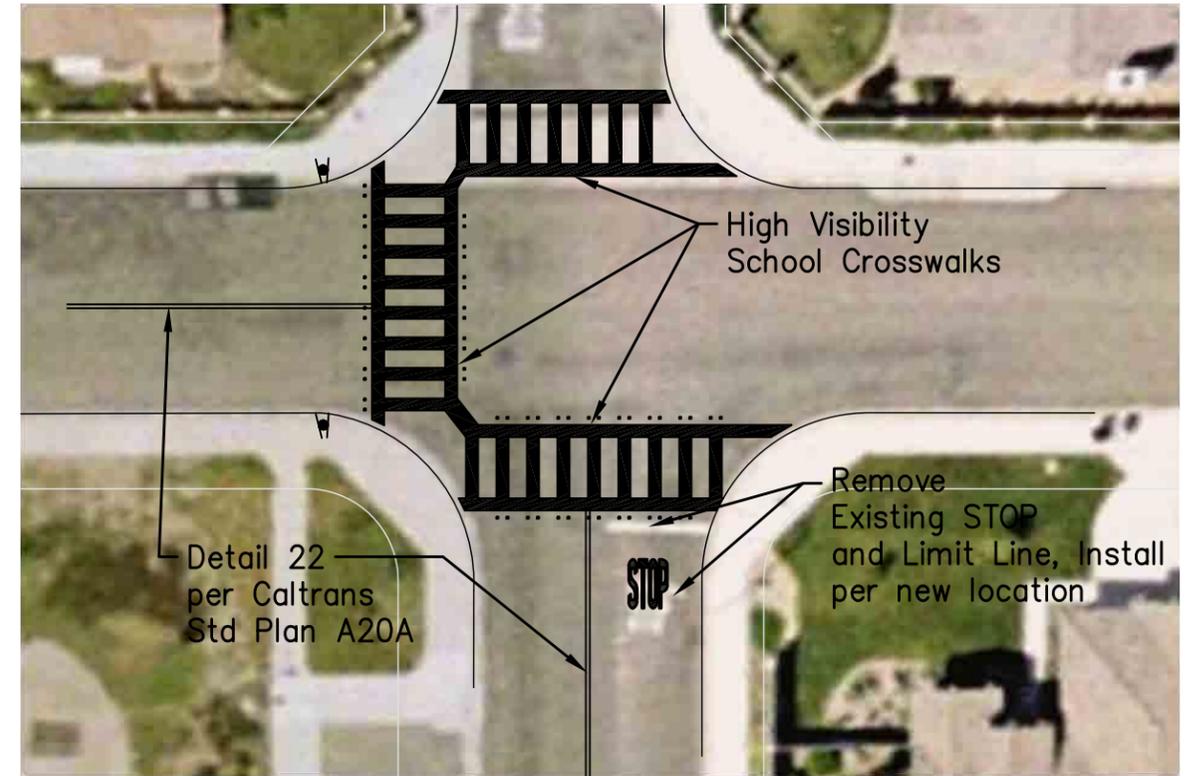
**CITY OF BUELLTON
 2013/14 ROAD MAINTENANCE
 VIA CORONA AND SYCAMORE DRIVE IMPROVEMENTS
 LAYOUT EXHIBIT**

WORK ORDER NO.
CIBUE.140015
 SHEET **1**
 OF **2** SHEETS

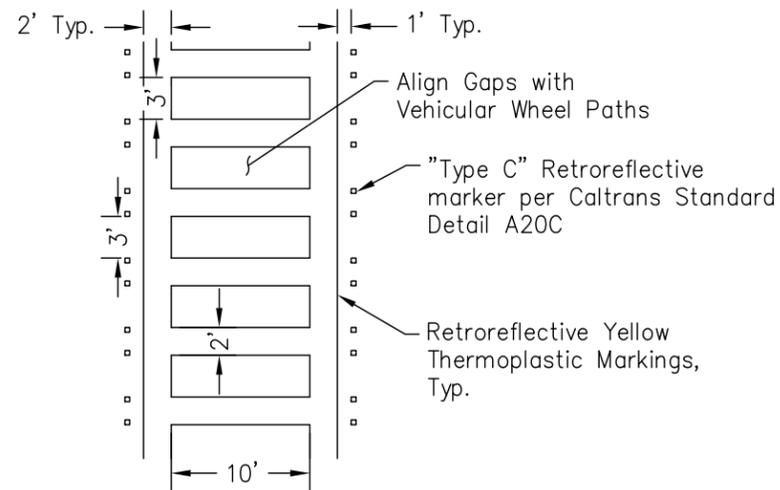
P:\CIBUE Buellton\CIBUE.140015.00 - 2013-14 Road Maintenance Project\Drawings\02 Plot\03-Oak Valley School.dwg Sat 31.May.14 04:14:36 PM



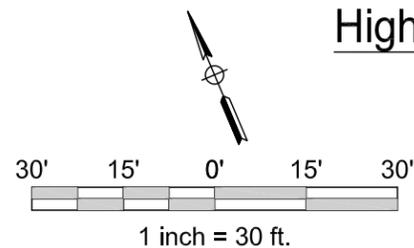
Intersection at Tamarind Lane



Intersection at Sycamore Drive



High Visibility School Crosswalk Detail



MNS
ENGINEERS IN C
201 Industrial Way
Buellton, CA 93427
805.688.5200 Phone

ENGINEERING
SURVEYING
CONSTRUCTION MANAGEMENT

**CITY OF BUELLTON
2013/14 ROAD MAINTENANCE
VIA CORONA AND SYCAMORE DRIVE IMPROVEMENTS
DETAILS**

WORK ORDER NO.
CIBUE.140015
SHEET **2**
OF **2** SHEETS