

City of Carpinteria
City Council Regular Meeting Agenda
Tuesday, November 12, 2013
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

- The time at which an item on the agenda is scheduled to be heard is an estimate only. The City Council may consider and act on an agenda item in any order it deems appropriate. In addition, an item may be considered earlier or later than the Estimated Time, depending on the length of time which is devoted to other agenda items. All persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure that they are present when the item is called.
- The regular meeting will be broadcast live over Government Access Television Channel 21. The City Council meetings will be rebroadcast on Wednesdays at 8:00 p.m. and Saturdays at 5:00 p.m.
- Materials related to an Agenda item submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 5775 Carpinteria Avenue, Carpinteria, during normal business hours. Such documents are also available on the City of Carpinteria website at www.carpinteria.ca.us subject to staff's ability to post the documents before the meeting.
- Any written or printed material and/or exhibits presented at a City Council meeting or work session become the property of the City.
- Any information presented to the City Council by the public on any agenda item and during Public Comment using electronic media to be displayed on the overhead projector must be arranged with staff for review of materials in advance of the meeting and no later than close of business Wednesday prior to the Council meeting.
- As a courtesy to others and to avoid interference with the public address system, please refrain from using cell phones in the Council Chambers and please turn off all audible pagers and rings.
- If you wish to speak on a matter scheduled for consideration in a closed session, you will have an opportunity to address the City Council before the Council retires to its closed session deliberations.

**ESTIMATED
TIME:**

5:30 p.m. **CALL TO ORDER**

ROLL CALL

PLEDGE OF ALLEGIANCE

5:32 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

5:33 p.m. **CITY MANAGER'S REPORT**

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda.

5:35 p.m. **PRESENTATIONS BY CITIZENS/PUBLIC COMMENT**

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

Please be aware that items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item, or on a matter scheduled for consideration in a closed session at the end of the agenda, please do so during the Presentations by Citizens/Public Comment portion of the meeting.

The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

5:50 p.m. **CONSENT CALENDAR (to be approved by roll call vote on one motion with all resolutions and ordinances as read by title only).** Individual items may be removed and considered separately at the request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

1. Minutes of the regular meeting held October 28, 2013.

2. Expenditures for the period ending November 6, 2013.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING: NONE

OTHER BUSINESS:

5:51 p.m. 3. Letter of Support for Assembly Bill 919 (Williams), Concerning Repayment for Itinerant Veteran Vendors

Recommendation: Authorize sending a letter of support for Assembly Bill 919, pertaining to the establishment of a state repayment fund and claim program for Itinerant Veteran Vendors affected by Senate Bill 809 (2009) with regard to payment for Sales Tax.

Staff presenter: Dave Durflinger, City Manager

- a. Staff Report
- b. Public Comment
- c. City Council Determination

6:05 p.m. 4. Renewal of the ChargePoint Network Subscription Service, Concerning the Operation of the Electric Vehicle Charging Station and the Adoption of Resolution No. 5409, Amending the City's Fee Schedule in Order to Establish the Electric Vehicle Charging Station User Fee.

Recommendation: That the City Council approve renewing of the ChargePoint network subscription service, concerning the operation

of the electric vehicle charging station, and the adoption of Resolution No. 5409, as read by title only, amending the City's fee schedule in order to establish the electric vehicle charging station user fee.

Staff presenter: Erin Maker, Environmental Coordinator

- a. Staff Report
- b. Public Comment
- c. City Council Determination

- 6:25 p.m. 5. Closeout Agreement and Release of Claims for City Maintenance Projects Nos. 15020, 15024, and 15035

Recommendation: Authorize the Mayor to sign the following Closeout Agreements and Release of Claims and direct the City Clerk to release Performance Bonds for: a) City Maintenance Project No. 15020 Calle Ocho / Concha Loma Drive Intersection Improvements Project, b) City Maintenance Project No. 15024 Carpinteria Avenue and Santa Ynez / 7th Street Intersection Improvements Project, and c) City Maintenance Project No. 15035 Santa Ynez Avenue Pedestrian Improvements Project.

Staff presenter: Charlie Ebeling, Public Works Director

- a. Staff Report
- b. Public Comment
- c. City Council Determination

- 6:40 p.m. 6. Consider Adoption of Resolution No. 5491, Appropriating \$500.00 from the Tideland Trust Fund to Serve as the Annual Membership Fee to Join the California Coastal Trail Association

Recommendation: Adopt Resolution No. 5491, as read by title only, Authorizing an appropriation of \$500.00 from the Tidelands Trust Fund to serve as the membership fee and authorize the City Manager to submit a membership application to the California Coastal Trail Association on behalf of the City of Carpinteria.

Staff presenter: Matt Roberts, Public Works Director

- a. Staff Report
- b. Public Comment
- c. City Council Determination

6:55 p.m. **COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS
PRESENTED BY COUNCILMEMBERS**

Informational reports from Councilmember representatives on the committees, commissions and organizations listed below. This is also an opportunity for Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

1. Representatives to Regional Agencies and Committees
 - a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Shaw/Alt. Carty)
 - b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Shaw)
 - c. Channel Counties Division, League of California Cities (Nomura/Alt. Shaw)
 - d. Santa Barbara Association of Governments (SBCAG)(Clark/Alt. Nomura)
 - e. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
 - f. Santa Barbara Joint Housing Task Group (Carty & Shaw)
 - g. Central Coast Collaborative on Homelessness (C3H) (Carty)
 - h. South Coast Task Force on Youth Gangs Leadership and Executive Council (Carty & Clark)
2. Joint and Special Committees
 - a. City Council/Chamber of Commerce Board of Directors Committee (Carty & Nomura)
 - b. City Council/Public Safety Committee (Clark & Shaw)
 - c. City Council/School Board Committee (Stein & Carty)
 - d. City Council/Utilities Committee (Stein & Nomura)
 - e. City Council/First District Supervisor Committee (Stein & Carty)
3. Ad Hoc Committees
 - a. Budget Committee (Stein & Clark)
 - b. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
 - c. Transportation Committee (Stein & Shaw)
4. City Representatives on other Committees
 - a. Community Media Access Center (Gary Dobbins)

- b. Santa Barbara Coastal Vector Control District (Ronald Hurd)
- c. Santa Barbara Metropolitan Transit District (Chuck McQuary)

7:00 p.m. **ADJOURNMENT**

The next regular meeting to be held on **Monday, November 25, 2013**, at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 684-5405, extension 403 or the California Relay Service at (866) 735-2929. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

This agenda was posted on Thursday, November 7, 2013, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, October 28, 2013**

CALL TO ORDER

The meeting was called to order by Mayor Stein at 5:30 p.m.

ROLL CALL

Councilmembers present:

Councilmember Al Clark
Councilmember Wade Nomura
Councilmember Fred Shaw
Vice Mayor Gregg Carty
Mayor J. Bradley Stein

Staff members present:

Dave Durlinger, City Manager
Peter Brown, City Attorney
Fidela Garcia, City Clerk
Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer
Jackie Campbell, Community Development Director
Nick Bobroff, Associate Planner
Erin Maker, Environmental Coordinator
John Thornberry, Administrative Services Manager

PLEDGE OF ALLEGIANCE

All present were led in the salute to the flag by Mayor Stein.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Introduction of two new City employees Matt Meckler, Civil Engineer and Melissa Angeles, Engineering Technician.

Charles Ebeling, Public Works Director, introduced Melissa Angeles who was recently promoted to full-time Engineering Technician. Ms. Angeles stated she was excited to serve the City.

Mr. Ebeling also introduced Matt Meckler, recently hired Civil Engineer. Mr. Meckler stated he is looking forward to serve the City.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Councilmember Shaw announced that HopeNet of Carpinteria would hold a Community Workshop on Compassionate Listening on October 30 at 7:00 p.m. at the Carpinteria Women's Club.

Vice Mayor Carty offered his thoughts and prayers to Jonathan Escada, his family, and friends.

CITY MANAGER'S REPORT

- Annual Downtown Merchants' Trick or Treat Event sponsored by the Business Parking Lot Improvement District Area Advisory Board on October 31 from 3:30 p.m. to 5:00 p.m. beginning at the Seal Fountain.
- Farmers' Market on October 31 in the downtown.
- First Friday on November 1. Participating merchants will display a scarecrow in their front windows.
- First Phase of Franklin Trail will open on November 1. He acknowledged the Friends of the Franklin Trail for their efforts.
- Joint City Council/Planning Commission Meeting on November 4 at 6:30 p.m. for a conceptual review for mixed use for the Bluffs II Area Project

Jackie Campbell, Community Services Director, announced that a black female Pit Bull named Lilly, who was found on Mesa Lane, and is available for adoption. She also announced that a male Chihuahua was found at the Salt Marsh and a Jack Russell Terrier are currently being housed at Dr. Smith's facility.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Jane Murray, representing the Friends of Franklin Trail, thanked the City Council and staff for their support. She announced the grand opening and ribbon-cutting of Franklin Trail on November 1 at 3:30 p.m., and she invited everyone to attend.

Sheri Fisher, representing Metropolitan Transit District (MTD), announced that MTD would receive its funding as early as next week. She thanked the City Council for their assistance while MTD was awaiting news of federal funding for transit. She noted that recent legislation signed by the Governor will allow the Federal Department of Labor to resume the flow of federal funding for public transportation throughout California, and MTD will not find it necessary to reduce service. Councilmember Clark thanked Ms. Fisher for her efforts.

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR

Motion by Councilmember Shaw, seconded by Councilmember Nomura, to approve the Consent Calendar and all resolutions and ordinances as read by title only.

Upon voice vote, motion carried unanimously.

2. Minutes of the regular meeting held October 14, 2013.
3. Expenditures for the period ending October 22, 2013.
4. Proclamation designating November 9, 2013 "Carpinteria Warrior Hall of Fame Day." Presentation to be made at the Carpinteria High School Athletic Hall of Fame Banquet, November 9, 2013, to be held at the Carpinteria Boys and Girls Club from 5-9 p.m.
5. **Adopt Ordinance No. 664**, as read by title only (second reading), to amend Chapter 1.06 – Administrative Remedies of the Carpinteria Municipal Code and **Repeal Resolution No. 4712**, A Resolution of the City of Carpinteria City Council Adopting Administrative Hearing Officer Retention Procedure, adopted January 28, 2002.
6. Quarterly Review of Investment Results and Certifications Concerning Compliance with Investment Policy and Cash Flow Needs for the Next Six Months.
7. **Adopt Resolution No. 5489**, as read by title only, Declaring Certain Equipment as Surplus Assets.
8. **Adopt Resolution No. 5484**, as read by title only, Acknowledging the Review, Receipt and Filing of the Annual Statement of Investment Policy; and **Adopt Resolution No. 5485**, as read by title only, Authorizing the City Manager or the Finance Supervisor under the Direction of the Administrative Services Director to make Investments in the Treasury Direct Program on Behalf of the City.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING: NONE

OTHER BUSINESS:

9. Briefing on the Implementation of the City of Carpinteria Bob Hansen Creeks Preservation Program

Recommendation: a) Receive presentation on City efforts to protect and restore City creek resources as part of the City's Bob Hansen Creeks Preservation Program; b) Receive an update on the City's participation in the Santa Barbara Creek Week events held September 21-29, 2013; and c) Receive an update on the implementation of the City's Post Construction Runoff Controls and Phase II MS4 Permit.

Nick Bobroff, Associate Planner and Erin Maker, Environmental Coordinator, presented the staff report.

The City Council acknowledged staff for their efforts. The report was received and filed.

10. Review of First Quarter Financial Results

Recommendation: Receive the report and direct staff as appropriate.

Dave Durflinger, City Manager, and John Thornberry, Administrative Services Director presented the staff report and PowerPoint presentation.

Report was received and filed.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS: NONE

Councilmember Nomura reported that he and Vice Mayor Carty met with the Public Facility Site Acquisition/Development Committee and staff where they reviewed the Community Garden Project and Preliminary Site Development Plan. He stated they received an update regarding the Seaside Park Plan, City Hall Campus Plan, and Rincon Trail Project. He invited everyone to a neighborhood meeting on November 2 at 10:00 a.m. to receive and provide input on a preliminary plan for the Memorial Park Amenities Project.

Councilmember Shaw reported that he, Vice Mayor Carty, and staff met with the Santa Barbara Joint Housing Task Group the previous week where Jennifer McGovern discussed the Workforce Housing Program. He also reported that he, City Manager Dave Durflinger, and Environmental Coordinator Erin Maker attended the Central Coast Sustainability Summit at University of California Santa Barbara on October 23.

Mayor Stein reported that he and Councilmember Nomura attended the first City Council/Utilities Committee meeting with representatives from the Carpinteria Valley Water District and the Carpinteria Sanitary District where they discussed potential future projects. Vice Mayor Carty suggested that the Committee discuss coordinating and planning street trenching for projects. Councilmember Nomura stated that the Committee also discussed the Water District's concerns with implementing job

measures, and the Sanitary District's requirement for a 100 percent reclaimed water project.

Councilmember Nomura asked for an update regarding a water leak underneath the Linden overpass. Mr. Durflinger responded that the leak is not a pipe leak, but rather a water table issue from the cut slope. He stated that staff would follow-up with Caltrans on how they plan to control this issue.

ADJOURNMENT

The meeting was adjourned at 6:24 p.m. by Mayor Stein.

J. Bradley Stein, Mayor

ATTEST:

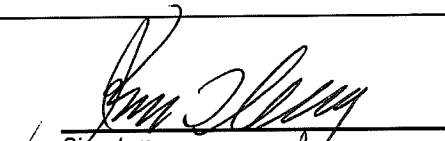
Fidela Garcia, CMC
City Clerk

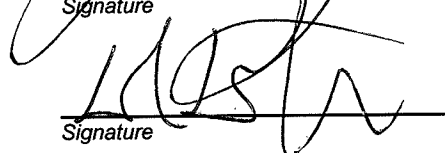
STAFF REPORT
COUNCIL MEETING DATE
November 12, 2013

ITEM FOR COUNCIL CONSIDERATION

EXPENDITURES FOR THE PERIOD ENDING NOVEMBER 6, 2013

Report prepared by: John Thornberry,
Administrative Services Director


Signature


Signature

Reviewed by: Dave Durflinger, City Manager

STAFF RECOMMENDATION

Action Item ☒ ; Non-Action Item ☐

That the City Council accept this report pursuant to Carpinteria Municipal Code 2.08.110(I), and ratify the attached schedule of demands as part of approving the consent calendar.

I. DISCUSSION

As part of each regular City Council agenda, staff prepares the attached listing of checks dispersed with staff certification that the expenditure transactions listed in the warrant register have been reviewed and are within the budgeted appropriations. Staff recommends that the City Council ratify the schedule of demands attached.

II. FINANCIAL CONSIDERATIONS

The warrant register included as an attachment is designed to communicate fiscal activity since the previous regular City Council agenda. No further action of a fiscal nature is requested as part of this report.

III. ATTACHMENT

A. Warrant Register for the period ending November 6, 2013

11:15 AM
11/06/13

CITY OF CARPINTERIA
Warrant Register
October 23 through November 6, 2013

	Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
	101251	10/23/13 11:04:43	10/23/13	81662	BROWNSTEIN HYATT FAR...	BROWNSTEIN HYA...	INVOICE 545680	1000101 ...	
	101250	10/23/13 11:03:15	10/9/13	545680		BROWNSTEIN HYA...	PROJ 1175	1000251 ...	-297.00
TOTAL									-297.00
	101256	10/23/13 12:19:21	10/23/13	81663	ACCESS CONTROL SECU...	ACCESS CONTRO...	INVOICE #0017971	1000101 ...	
	101255	10/23/13 12:14:49	10/9/13	0017971		ACCESS CONTRO...	VETS HALL SECURITY	4848352 ...	-233.98
TOTAL									-233.98
	101257	10/23/13 12:19:22	10/23/13	81664	ALAMO SELF STORAGE	ALAMO SELF STO...	NOVEMBER 2013 STORAGE FEES	1000101 ...	
	101203	10/22/13 09:10:58	10/14/13	NOV 2013 S...		ALAMO SELF STO...	NOVEMBER 2013 STORAGE FEES	1013221 ...	-295.00
TOTAL									-295.00
	101258	10/23/13 12:19:23	10/23/13	81665	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	INVOICE 132487	1000101 ...	
	101222	10/22/13 10:09:14	10/15/13	132487		ANIMAL MEDICAL ...	VET SERVICES	1047213 ...	-1,644.43
TOTAL									-1,644.43
	101259	10/23/13 12:19:24	10/23/13	81666	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT #828848611	1000101 ...	
	101234	10/23/13 10:04:40	10/5/13	828848611		AT & T MOBILITY	POOL SUPT	4866308 ...	-131.02
						AT & T MOBILITY	ASP/AC	4866308 ...	-11.18
						AT & T MOBILITY	PARK MTC	2862308 ...	-12.60
						AT & T MOBILITY	JR GUARDS	2862308 ...	-11.18
TOTAL									-165.98
	101260	10/23/13 12:19:24	10/23/13	81667	BUENA TOOL COMPANY	BUENA TOOL COM...	C2590	1000101 ...	
	101210	10/22/13 09:56:11	10/8/13	78060		BUENA TOOL COM...	SHOP SUPPLIES	3332308 ...	-147.58
TOTAL									-147.58
	101261	10/23/13 12:19:25	10/23/13	81668	CALIFORNIA ECONOMIC ...	CALIFORNIA ECO...	INVOICE #CEF101613	1000101 ...	
	101252	10/23/13 11:22:25	10/16/13	CEF101613		CALIFORNIA ECO...	CARP VALLEY ECON PROFILE PARTIAL...	1044220 ...	-500.00
TOTAL									-500.00
	101262	10/23/13 12:19:26	10/23/13	81669	CalPERS	CalPERS	NOVEMBER 2013 HEALTH	1000101 ...	
	101229	10/23/13 09:53:39	10/14/13	NOV 2013 H...		CalPERS	NOVEMBER 2013 HEALTH	1051194 ...	-4,587.95
						CalPERS	NOVEMBER 2013 HEALTH	1011194 ...	-1,089.86
						CalPERS	NOVEMBER 2013 HEALTH	1012194 ...	-1,991.25
						CalPERS	NOVEMBER 2013 HEALTH	1013194 ...	-1,379.95
						CalPERS	NOVEMBER 2013 HEALTH	1014194 ...	-4,360.46
						CalPERS	NOVEMBER 2013 HEALTH	1016194 ...	-1,174.92
						CalPERS	NOVEMBER 2013 HEALTH	1030194 ...	-3,910.40

11:15 AM
11/06/13

CITY OF CARPINTERIA
Warrant Register
October 23 through November 6, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
					CalPERS	NOVEMBER 2013 HEALTH	2531194 ...	-4,139.85
					CalPERS	NOVEMBER 2013 HEALTH	1041194 ...	-4,872.78
					CalPERS	NOVEMBER 2013 HEALTH	1042194 ...	-1,306.24
					CalPERS	NOVEMBER 2013 HEALTH	1069194 ...	-2,114.86
					CalPERS	NOVEMBER 2013 HEALTH	1022194 ...	-2,441.45
					CalPERS	NOVEMBER 2013 HEALTH	2361194 ...	-1,379.95
					CalPERS	NOVEMBER 2013 HEALTH	3332194 ...	-2,441.45
					CalPERS	NOVEMBER 2013 HEALTH	1044194 ...	-1,379.95
					CalPERS	NOVEMBER 2013 HEALTH	1000249 ...	-261.32
					CalPERS	NOVEMBER 2013 HEALTH	1016196 ...	-147.25
					CalPERS	NOVEMBER 2013 HEALTH	4868194 ...	-530.75
TOTAL								-39,510.64
101263	10/23/13 12:19:26	10/23/13	81670	CARPINTERIA VETERINA...	CARPINTERIA VET...	INVOICE 200436	1000101 ...	
101205	10/22/13 09:19:44	9/19/13	200436		CARPINTERIA VET...	DOG LICENSE	1047213 ...	-65.00
TOTAL								-65.00
101264	10/23/13 12:19:27	10/23/13	81671	CHEVRON & TEXACO BU...	CHEVRON & TEXA...	789-819-058-7	1000101 ...	
101226	10/23/13 09:29:56	10/22/13	39443790		CHEVRON & TEXA...	VEHICLE FUEL	1013307 ...	-682.18
					CHEVRON & TEXA...	VEHICLE FUEL	3332307 ...	-362.18
					CHEVRON & TEXA...	VEHICLE FUEL	2361307 ...	-224.21
					CHEVRON & TEXA...	VEHICLE FUEL	2531307 ...	-207.15
TOTAL								-1,475.72
101265	10/23/13 12:19:28	10/23/13	81672	COASTAL VIEW NEWS	COASTAL VIEW N...	INVOICE 41968	1000101 ...	
101219	10/22/13 10:07:28	10/17/13	41968		COASTAL VIEW N...	PET ADS	1047303 ...	-40.00
TOTAL								-40.00
101266	10/23/13 12:19:28	10/23/13	81673	COCA-COLA BOTTLING C...	COCA-COLA BOTT...	8647365	1000101 ...	
101253	10/23/13 11:22:58	10/15/13	3036032116		COCA-COLA BOTT...	SODA PURCHASES FOR RESALE @ PO...	4866350 ...	-173.88
TOTAL								-173.88
101267	10/23/13 12:19:29	10/23/13	81674	DATA TICKET INC	DATA TICKET INC	INVOICE 49423	1000101 ...	
101220	10/22/13 10:07:51	10/3/13	49423		DATA TICKET INC	CITATION PROCESSING	1022214 ...	-200.00
TOTAL								-200.00
101268	10/23/13 12:19:30	10/23/13	81675	GIRLS INC	GIRLS INC	COMMUNITY SERVICE GRANT FY 13/14	1000101 ...	
101231	10/23/13 09:59:50	9/16/13	084319		GIRLS INC	COMMUNITY SERVICE GRANT FY 13/14	1046213 ...	-17,000.00
TOTAL								-17,000.00
101269	10/23/13 12:19:30	10/23/13	81676	HURLEY OPTICAL	HURLEY OPTICAL	INVOICE 331225	1000101 ...	

11:15 AM
11/06/13

CITY OF CARPINTERIA
Warrant Register
October 23 through November 6, 2013

	Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
	101232	10/23/13 10:00:45	10/17/13	331225		HURLEY OPTICAL	SAFETY GLASSES & FRAME - VEGA	2531308 ...	-165.00
TOTAL									-165.00
	101270	10/23/13 12:19:31	10/23/13	81677	ID WORKS, LLC	ID WORKS, LLC	INVOICE #OE 15302	1000101 ...	
	101228	10/23/13 09:38:37	10/10/13	OE 15302		ID WORKS, LLC	PW SUPPLIES	2531308 ...	-471.74
TOTAL									-471.74
	101271	10/23/13 12:19:31	10/23/13	81678	KIMBALL MIDWEST	KIMBALL MIDWEST	INVOICE 3110191	1000101 ...	
	101108	10/15/13 11:56:56	8/7/13	3110191		KIMBALL MIDWEST	PW SHOP SUPPLIES	2531307 ...	-212.87
TOTAL									-212.87
	101272	10/23/13 12:19:32	10/23/13	81679	MEDEL, PAUL	MEDEL, PAUL	REIMBURSEMENT	1000101 ...	
	101233	10/23/13 10:02:39	10/19/13	REIMBURSE...		MEDEL, PAUL	PROJ 4864 TREE BOARD TOUR	1000251 ...	-80.00
TOTAL									-80.00
	101273	10/23/13 12:19:33	10/23/13	81680	MENDOZA, JOSE	MENDOZA, JOSE	CLEANING DEPOSIT REFUND	1000101 ...	
	101254	10/23/13 12:13:28	10/15/13	DEPOSIT RE...		MENDOZA, JOSE	CLEANING DEPOSIT REFUND	1000231 ...	-245.53
TOTAL									-245.53
	101274	10/23/13 12:19:33	10/23/13	81681	METROPOLITAN LIFE INS...	METROPOLITAN LI...	NOVEMBER 2013 DENTAL	1000101 ...	
	101230	10/23/13 09:58:14	10/15/13	NOV 2013 D...		METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1051194 ...	-167.37
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1011194 ...	-169.96
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1012194 ...	-238.05
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1013194 ...	-183.08
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1014194 ...	-366.16
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1016194 ...	-114.99
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1030194 ...	-408.01
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	2531194 ...	-478.10
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1041194 ...	-533.07
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1042194 ...	-183.08
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1069194 ...	-238.05
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1022194 ...	-224.93
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	3332194 ...	-295.02
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	1044194 ...	-183.08
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	2361194 ...	-183.08
						METROPOLITAN LI...	DENTAL PREMIUM NOVEMBER 2013	4868194 ...	-54.97
TOTAL									-4,021.00
	101275	10/23/13 12:19:34	10/23/13	81682	MNS ENGINEERS INC	MNS ENGINEERS I...	INVOICE 63736	1000101 ...	
	101204	10/22/13 09:12:22	10/9/13	63736		MNS ENGINEERS I...	UPRR MAP	3100241 ...	-1,595.00
TOTAL									-1,595.00

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101276	10/23/13 12:19:35	10/23/13	81683	MONTECITO BANK & TRU...	MONTECITO BANK...	4692	1000101 ...	
101227	10/23/13 09:36:21	9/23/13	4692		MONTECITO BANK...	BIRTHDAY REFRESHMENTS	1016310 ...	-5.19
					MONTECITO BANK...	FLOWERS - DURFLINGER	1016310 ...	-73.44
					MONTECITO BANK...	INTERVIEW LUNCHES	1016303 ...	-53.95
					MONTECITO BANK...	WORKSHOP DINNER	1037201 ...	-39.85
					MONTECITO BANK...	COMPUTER EQUIPMENT	1070417 ...	-3,539.44
TOTAL								-3,711.87
101277	10/23/13 12:19:36	10/23/13	81684	PRECISION CONCRETE C...	PRECISION CONC...		1000101 ...	
101214	10/22/13 09:59:58	9/16/13	CRP 091613-...		PRECISION CONC...	SIDEWALK HAZARD REMOVAL	3332225 ...	-4,139.64
101213	10/22/13 09:58:56	10/7/13	CRP 100713-...		PRECISION CONC...	SIDEWALK HAZARD REMOVAL	3332225 ...	-9,788.85
TOTAL								-13,928.49
101278	10/23/13 12:19:36	10/23/13	81685	PROFESSIONAL WASH C...	PROFESSIONAL W...	INVOICE 4966	1000101 ...	
101215	10/22/13 10:00:40	10/9/13	4966		PROFESSIONAL W...	AVOCADO FEST FLAGS	3332308 ...	-16.50
TOTAL								-16.50
101279	10/23/13 12:19:37	10/23/13	81686	RADIOSHACK	RADIOSHACK		1000101 ...	
101238	10/23/13 10:23:41	9/23/13	030849		RADIOSHACK	PUBLIC WORKS SUPPLIES	3332308 ...	-76.65
101237	10/23/13 10:22:54	9/26/13	025418		RADIOSHACK	POOL PHONE	4866301 ...	-20.01
101236	10/23/13 10:21:52	9/27/13	025447		RADIOSHACK	POOL	4863300 ...	-26.99
TOTAL								-123.65
101280	10/23/13 12:19:38	10/23/13	81687	SANTA BARBARA COUNT...	SANTA BARBARA ...	APPLICATION FEE	1000101 ...	
101246	10/23/13 10:54:01	10/23/13	APPLICATIO...		SANTA BARBARA ...	PM 25,192 APPLICATION FEE	3100241 ...	-110.00
TOTAL								-110.00
101281	10/23/13 12:19:38	10/23/13	81688	SANTA BARBARA PEST C...	SANTA BARBARA ...		1000101 ...	
101216	10/22/13 10:01:22	9/30/13	44775		SANTA BARBARA ...	PEST CONTROL	3332223 ...	-65.00
101217	10/22/13 10:01:59	9/30/13	44776		SANTA BARBARA ...	PEST CONTROL	3332223 ...	-45.00
TOTAL								-110.00
101282	10/23/13 12:19:39	10/23/13	81689	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 ...	
100728	10/01/13 11:56:12	9/27/13	3210402550		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-69.10
100729	10/01/13 12:51:59	9/27/13	3210402549		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-280.85
100954	10/09/13 09:09:35	9/27/13	3210402552		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-46.74
100955	10/09/13 09:10:31	9/27/13	3210402551		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-69.09
100936	10/09/13 08:16:26	9/28/13	3210649258		STAPLES ADVANT...	POOL SUPPLIES	4866308 ...	-273.69
TOTAL								-739.47
101283	10/23/13 12:19:40	10/23/13	81690	TRI-CO BLUE PRINT & SU...	TRI-CO BLUE PRIN...		1000101 ...	

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100921	10/07/13 11:55:31	9/27/13	092775		TRI-CO BLUE PRIN...	PROJ 5289	1000251 ...	-60.91
100942	10/09/13 08:22:26	9/27/13	0282081-IN		TRI-CO BLUE PRIN...	TRIATHLON	4863300 ...	-358.56
TOTAL								-419.47
101284	10/23/13 12:19:41	10/23/13	81691	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711121344992803	1000101 ...	
101131	10/16/13 09:02:37	10/7/13	01171112134...		VERIZON CALIFOR...	BOATHOUSE	2862301 ...	-184.76
TOTAL								-184.76
101285	10/23/13 14:48:16	10/23/13	81692	VERIZON WIRELESS	VERIZON WIRELESS	VOID: INVOICE #9712935927	1000101 ...	
TOTAL								0.00
101286	10/23/13 12:37:38	10/23/13	81693	AERIOCONNECT	AERIOCONNECT	INVOICE 690439	1000101 ...	
101126	10/15/13 12:25:28	11/1/13	690439		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - NO...	1018222 ...	-66.06
TOTAL								-66.06
101287	10/23/13 12:37:39	10/23/13	81694	ALL AROUND LANDSCAP...	ALL AROUND LAN...		1000101 ...	
101120	10/15/13 12:17:16	9/30/13	S1685134.001		ALL AROUND LAN...	EL CARRO PARK	2361221 ...	-5.54
101121	10/15/13 12:18:19	9/30/13	S1685442.001		ALL AROUND LAN...	FINANCE CHARGE	1069308 ...	-2.28
101098	10/14/13 16:20:09	10/2/13	S1685813.001		ALL AROUND LAN...	PW SUPPLIES	3332308 ...	-31.07
101099	10/14/13 16:20:40	10/2/13	S1685829.001		ALL AROUND LAN...	PW SUPPLIES	2531224 ...	-56.07
TOTAL								-94.96
101288	10/23/13 12:37:40	10/23/13	81695	BIG GREEN CLEANING C...	BIG GREEN CLEA...		1000101 ...	
101208	10/22/13 09:50:04	10/1/13	435349		BIG GREEN CLEA...	ASH AVE	2861225 ...	-347.00
					BIG GREEN CLEA...	5TH & 9TH	3332221 ...	-694.00
					BIG GREEN CLEA...	LOT 1	2361221 ...	-1,390.00
101209	10/22/13 09:55:14	10/1/13	435346		BIG GREEN CLEA...	CITY HALL	1013224 ...	-805.00
					BIG GREEN CLEA...	VETS HALL	4865224 ...	-725.00
TOTAL								-3,961.00
101289	10/23/13 12:37:41	10/23/13	81696	FLAG FACTORY, THE	FLAG FACTORY, T...	INVOICE 482908	1000101 ...	
100897	10/07/13 11:09:14	9/30/13	482908		FLAG FACTORY, T...	VETS HALL FLAG REPLACEMENT	4865309 ...	-188.35
TOTAL								-188.35
101290	10/23/13 12:37:41	10/23/13	81697	GRAINGER	GRAINGER	ACCT #9256554339	1000101 ...	
101101	10/14/13 16:25:08	9/30/13	9256554339		GRAINGER	CITY HALL	1013224 ...	-17.35
					GRAINGER	TRIATHLON	4863300 ...	-53.19
TOTAL								-70.54

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101291	10/23/13 12:37:42	10/23/13	81698	LAUTZENHISER'S STATIO...	LAUTZENHISER'S ...	INVOICE #11147	1000101 ...	
101116	10/15/13 12:14:27	10/1/13	11147		LAUTZENHISER'S ...	PUBLIC WORKS SUPPLIES	1030308 ...	-328.24
TOTAL								-328.24
101292	10/23/13 12:37:43	10/23/13	81699	MARBORG INDUSTRIES	MARBORG INDUS...	INVOICE 3082635	1000101 ...	
101104	10/15/13 11:49:19	9/30/13	3082635		MARBORG INDUS...	TRIATHLON RESTROOMS	4863300 ...	-3,893.63
TOTAL								-3,893.63
101293	10/23/13 12:37:43	10/23/13	81700	RADIOSHACK	RADIOSHACK	INVOICE 016713	1000101 ...	
101235	10/23/13 10:22:21	9/30/13	016713		RADIOSHACK	CITY HALL	1013307 ...	-3.77
TOTAL								-3.77
101294	10/23/13 12:37:44	10/23/13	81701	SANTA BARBARA COUNT...	SANTA BARBARA ...		1000101 ...	
100681	09/30/13 15:35:35	9/30/13	14-063		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 ...	-960.91
100718	10/01/13 11:29:41	10/1/13	14-71		SANTA BARBARA ...	CONTRACT SERVICES	1021214 ...	-274,301.01
					SANTA BARBARA ...	CONTRACT SERVICES	1000150 ...	-8,333.33
					SANTA BARBARA ...	CONTRACT SERVICES	1121214 ...	-1,666.66
TOTAL								-285,261.91
101295	10/23/13 12:37:45	10/23/13	81702	SO CA EDISON	SO CA EDISON		1000101 ...	
101247	10/23/13 10:58:26	10/17/13	2-25-126-2002		SO CA EDISON	VIOLA FIELDS	2361313 ...	-46.48
101248	10/23/13 10:59:04	10/17/13	2-27-939-9950		SO CA EDISON	HOCKEY RINK	1013314 ...	-26.06
TOTAL								-72.54
101296	10/23/13 12:37:45	10/23/13	81703	STATEWIDE SAFETY & SI...	STATEWIDE SAFE...	INVOICE 5849/3	1000101 ...	
101111	10/15/13 12:05:01	10/3/13	5849/3		STATEWIDE SAFE...	BARRICADES	2531308 ...	-631.93
TOTAL								-631.93
101297	10/23/13 12:37:46	10/23/13	81704	ZUMAR INDUSTRIES INC.	ZUMAR INDUSTRI...	INVOICE 0148303	1000101 ...	
101114	10/15/13 12:11:17	9/30/13	0148303		ZUMAR INDUSTRI...	SIGNAGE	3332308 ...	-82.35
TOTAL								-82.35
101299	10/23/13 13:03:46	10/23/13	81705	CARPINTERIA, CITY OF	CARPINTERIA, CIT...	PETTY CASH	1000101 ...	
101298	10/23/13 13:02:55	10/23/13	PETTY CASH		CARPINTERIA, CIT...	PETTY CASH	1012306 ...	-3.00
					CARPINTERIA, CIT...	PETTY CASH	1012308 ...	-2.00
					CARPINTERIA, CIT...	PETTY CASH	1013307 ...	-19.97
					CARPINTERIA, CIT...	PETTY CASH	1013308 ...	-41.89
					CARPINTERIA, CIT...	PETTY CASH	1016308 ...	-38.86
					CARPINTERIA, CIT...	PETTY CASH	1041306 ...	-6.00
					CARPINTERIA, CIT...	PETTY CASH	1045308 ...	-19.31

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					CARPINTERIA, CIT...	PETTY CASH	1051306 ...	-22.00
					CARPINTERIA, CIT...	PETTY CASH	3937308 ...	-27.30
TOTAL								-180.33
101301	10/23/13 13:21:18	10/23/13	81706	STAPLES ADVANTAGE	STAPLES ADVANT...	INVOICE 3209324048	1000101 ...	
101300	10/23/13 13:20:39	9/11/13	3209324048		STAPLES ADVANT...	POOL	4865309 ...	-131.53
					STAPLES ADVANT...	PARKS	2361221 ...	-61.54
					STAPLES ADVANT...	PW	2531308 ...	-61.53
TOTAL								-254.60
101302	10/23/13 14:49:22	10/23/13	81707	VERIZON WIRELESS	VERIZON WIRELESS	INVOICE #9712935927	1000101 ...	
101249	10/23/13 14:48:46	10/9/13	9712935927		VERIZON WIRELESS	CELL PHONE - BUILDING INSPECTOR	1042308 ...	-113.20
TOTAL								-113.20
101304	10/25/13 12:04:18	10/25/13	81708	BROWNSTEIN HYATT FAR...	BROWNSTEIN HYA...	INVOICE 545679	1000101 ...	
101303	10/25/13 11:54:38	10/9/13	545679		BROWNSTEIN HYA...	IRS ADMINISTRATIVE APPEAL	1017229 ...	-18,640.02
TOTAL								-18,640.02
101356	10/31/13 10:19:46	10/31/13	81709	ALL AROUND LANDSCAP...	ALL AROUND LAN...	CUSTOMER #354	1000101 ...	
101206	10/22/13 09:20:07	10/4/13	S1686430.001		ALL AROUND LAN...	PW SUPPLIES	2531308 ...	-14.74
TOTAL								-14.74
101357	10/31/13 10:19:47	10/31/13	81710	ATT	ATT	ACCOUNT 030-149-5366-001	1000101 ...	
101327	10/29/13 15:41:59	10/19/13	030-149-5366...		ATT	CIVIC CENTER	1013301 ...	-480.48
					ATT	PW	2531301 ...	-21.42
					ATT	BEACHES	2862301 ...	-78.04
					ATT	POOL	4866301 ...	-85.70
TOTAL								-665.64
101358	10/31/13 10:19:48	10/31/13	81711	BAY ALARM	BAY ALARM	ACCOUNT 544852	1000101 ...	
101343	10/30/13 15:06:16	10/15/13	54485213101...		BAY ALARM	MONITORING SERVICE FEE	4866308 ...	-117.57
TOTAL								-117.57
101359	10/31/13 10:19:48	10/31/13	81712	CARPINTERIA GLASS CO...	CARPINTERIA GLA...	INVOICE 27959	1000101 ...	
101344	10/30/13 15:06:53	10/9/13	27959		CARPINTERIA GLA...	PROJ 4865 - LIBRARY	1000251 ...	-247.20
TOTAL								-247.20
101360	10/31/13 10:19:49	10/31/13	81713	CITY OF SANTA BARBARA	CITY OF SANTA B...	JUL - SEP 2013 INVOICE	1000101 ...	
101312	10/29/13 13:38:42	10/21/13	RHMTF JUL-...		CITY OF SANTA B...	JUL - SEP 2013 INVOICE	4200276 ...	-2,000.00

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TOTAL								-2,000.00
101361	10/31/13 10:19:49	10/31/13	81714	CLASSIC PARTY RENTALS	CLASSIC PARTY R...	INVOICE 580506	1000101 ...	
101317	10/29/13 15:30:06	9/27/13	580506		CLASSIC PARTY R...	2013 TRIATHLON	4863300 ...	-4,546.31
TOTAL								-4,546.31
101362	10/31/13 10:19:50	10/31/13	81715	COAST OFFICE TECHNOL...	COAST OFFICE TE...		1000101 ...	
101307	10/25/13 14:45:24	10/1/13	4875		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 ...	-2,365.00
101308	10/25/13 14:46:24	10/22/13	2013116		COAST OFFICE TE...	COMPUTER EQUIPMENT	1070417 ...	-1,344.23
TOTAL								-3,709.23
101363	10/31/13 10:19:50	10/31/13	81716	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 ...	
101314	10/29/13 13:41:51	10/17/13	41956		COASTAL VIEW N...	LEGAL NOTICES	1030308 ...	-173.25
101316	10/29/13 15:27:02	10/28/13	41981		COASTAL VIEW N...	OCTOBER 2013 NEWSLETTER	1045303 ...	-2,682.00
101329	10/30/13 14:45:11	10/28/13	41999		COASTAL VIEW N...	PET ADS	1047303 ...	-40.00
101345	10/30/13 15:07:46	10/28/13	41990		COASTAL VIEW N...	DISPLAY ADVERTISING	3845228 ...	-148.00
TOTAL								-3,043.25
101364	10/31/13 10:19:51	10/31/13	81717	COLSON'S TOWING INC	COLSON'S TOWIN...	INVOICE #40480	1000101 ...	
101346	10/31/13 09:43:21	10/4/13	40480		COLSON'S TOWIN...	TOW FEES	1022229 ...	-360.00
TOTAL								-360.00
101365	10/31/13 10:19:52	10/31/13	81718	COUNCIL ON ALCOHOLIS...	COUNCIL ON ALC...	INVOICE 093013CALGRIP	1000101 ...	
101309	10/25/13 14:47:27	10/22/13	093013CALG...		COUNCIL ON ALC...	CALGRIP GRANT	2000261 ...	-16,680.35
TOTAL								-16,680.35
101366	10/31/13 10:19:52	10/31/13	81719	DNA DESIGN & ART	DNA DESIGN & ART	INVOICE #2013-0103	1000101 ...	
101347	10/31/13 09:44:25	10/19/13	2013-0103		DNA DESIGN & ART	PBIA BANNER SPONSORSHIP	3845228 ...	-150.00
TOTAL								-150.00
101367	10/31/13 10:19:53	10/31/13	81720	DRAKE HAGLAN & ASSO...	DRAKE HAGLAN &...	INVOICE #12034-04	1000101 ...	
101336	10/30/13 14:49:33	10/4/13	12034-04		DRAKE HAGLAN &...	HBR GRANT	2000261 ...	-3,925.69
					DRAKE HAGLAN &...	HBR GRANT	2079614 ...	-3,925.68
					DRAKE HAGLAN &...	DIF PROGRAM HIGHWAY BRIDGES & IN...	3100232 ...	-508.61
					DRAKE HAGLAN &...	DIF PROGRAM HIGHWAY BRIDGES & IN...	3179616 ...	-508.61
TOTAL								-8,868.59
101368	10/31/13 10:19:53	10/31/13	81721	EDD-SDI	EDD-SDI	ACCT #776-5147-9	1000101 ...	
101330	10/30/13 14:45:48	10/30/13	PAYROLL 10...		EDD-SDI	PAYROLL 10-31-13	1000223 ...	-709.68

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TOTAL								-709.68
101369	10/31/13 10:19:54	10/31/13	81722	EDD-SIT	EDD-SIT	ACCT #932-0283-6	1000101 ...	
101331	10/30/13 14:46:16	10/30/13	PAYROLL 10...		EDD-SIT	PAYROLL 10-31-13	1000221 ...	-3,713.67
TOTAL								-3,713.67
101370	10/31/13 10:19:54	10/31/13	81723	ESSENTIAL COMMUNICA...	ESSENTIAL COMM...	INVOICE #1556	1000101 ...	
101310	10/25/13 14:49:00	10/24/13	1556		ESSENTIAL COMM...	INSTALL TELEPHONE FOR MAECHLER	1070417 ...	-224.80
TOTAL								-224.80
101371	10/31/13 10:19:55	10/31/13	81724	HOUSING TRUST FUND O...	HOUSING TRUST F...	MAY - OCT 2013 PROGRESS PAYMENT	1000101 ...	
101313	10/29/13 13:39:45	10/18/13	MAY-OCT 20...		HOUSING TRUST F...	WORKFORCE HOMEBUYER DOWNPAY...	4200276 ...	-3,425.00
TOTAL								-3,425.00
101372	10/31/13 10:19:55	10/31/13	81725	IMPULSE INTERNET SER...	IMPULSE INTERNE...	INVOICE 747387	1000101 ...	
101315	10/29/13 13:42:29	10/14/13	747387		IMPULSE INTERNE...	WEBHOSTING	1018222 ...	-89.95
TOTAL								-89.95
101373	10/31/13 10:19:56	10/31/13	81726	LEOTEK ELECTRONICS U...	LEOTEK ELECTRO...	INVOICE #UCI13001296	1000101 ...	
101239	10/23/13 10:25:50	10/5/13	UCI13001296		LEOTEK ELECTRO...	SY AVE TRAFFIC SIGNAL	2923210 ...	-2,051.66
TOTAL								-2,051.66
101374	10/31/13 10:19:57	10/31/13	81727	LINCOLN FINANCIAL GRO...	LINCOLN FINANCI...	NOVEMBER 2013 BILLING	1000101 ...	
101337	10/30/13 14:51:40	10/18/13	NOV 2013 BI...		LINCOLN FINANCI...	NOVEMBER 2013	1051191 ...	-66.15
					LINCOLN FINANCI...	NOVEMBER 2013	1011191 ...	-85.93
					LINCOLN FINANCI...	NOVEMBER 2013	1012191 ...	-122.49
					LINCOLN FINANCI...	NOVEMBER 2013	1013191 ...	-32.07
					LINCOLN FINANCI...	NOVEMBER 2013	1014191 ...	-160.96
					LINCOLN FINANCI...	NOVEMBER 2013	1016191 ...	-172.37
					LINCOLN FINANCI...	NOVEMBER 2013	1030191 ...	-197.90
					LINCOLN FINANCI...	NOVEMBER 2013	2531191 ...	-181.69
					LINCOLN FINANCI...	NOVEMBER 2013	1041191 ...	-380.49
					LINCOLN FINANCI...	NOVEMBER 2013	1042191 ...	-183.15
					LINCOLN FINANCI...	NOVEMBER 2013	1069191 ...	-158.07
					LINCOLN FINANCI...	NOVEMBER 2013	1022191 ...	-129.06
					LINCOLN FINANCI...	NOVEMBER 2013	3332191 ...	-73.64
					LINCOLN FINANCI...	NOVEMBER 2013	1044191 ...	-91.90
					LINCOLN FINANCI...	NOVEMBER 2013	2361191 ...	-58.71
					LINCOLN FINANCI...	NOVEMBER 2013	4868191 ...	-33.44
TOTAL								-2,128.02
101375	10/31/13 10:19:57	10/31/13	81728	ON TRAC	ON TRAC	INVOICE 7793204	1000101 ...	

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	101320	10/29/13 15:33:34	10/5/13	7793204		ON TRAC	SHIPPING	1024215 ...	-3.59
TOTAL									-3.59
	101376	10/31/13 10:19:58	10/31/13	81729	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	INVOICE AX10130227	1000101 ...	
	101355	10/31/13 10:04:33	10/1/13	AX10130227		SATCOM GLOBAL ...	IRIDIUM TRADE-UP	1024301 ...	-42.75
TOTAL									-42.75
	101377	10/31/13 10:19:59	10/31/13	81730	SEUI LOCAL 620	SEUI LOCAL 620	UNION DUES	1000101 ...	
	101332	10/30/13 14:46:40	10/30/13	PAYROLL 10...		SEUI LOCAL 620	PAYROLL 10-31-13	1000229 ...	-146.19
TOTAL									-146.19
	101378	10/31/13 10:19:59	10/31/13	81731	SMART EMS	SMART EMS	TRIATHLON 2013	1000101 ...	
	101319	10/29/13 15:33:01	9/30/13	SEPT 2013 T...		SMART EMS	TRIATHLON 2013	4863300 ...	-600.00
TOTAL									-600.00
	101379	10/31/13 10:20:00	10/31/13	81732	T. ROWE PRICE	T. ROWE PRICE	ACCT #99020554000206142	1000101 ...	
	101335	10/30/13 14:48:04	10/30/13	PAYROLL 10...		T. ROWE PRICE	PAYROLL 10-31-13 DEPOSIT - ANTHONY...	1000105 ...	-50.00
TOTAL									-50.00
	101380	10/31/13 10:20:00	10/31/13	81733	UNITED WAY OF SANTA B...	UNITED WAY OF S...	PAYROLL CONTRIBUTION	1000101 ...	
	101333	10/30/13 14:47:19	10/30/13	PAYROLL 10...		UNITED WAY OF S...	PAYROLL 10-31-13	1000224 ...	-20.00
TOTAL									-20.00
	101381	10/31/13 10:20:01	10/31/13	81734	VANTAGEPOINT TRANSF...	VANTAGEPOINT T...	PAYROLL DEPOSIT PLAN #303555	1000101 ...	
	101334	10/30/13 14:47:43	10/30/13	PAYROLL 10...		VANTAGEPOINT T...	PAYROLL 10-31-13	1000105 ...	-814.86
TOTAL									-814.86
	101382	10/31/13 10:44:20	10/31/13	81735	ALL AROUND LANDSCAP...	ALL AROUND LAN...		1000101 ...	
	101341	10/30/13 15:04:24	10/8/13	S1687103.001		ALL AROUND LAN...	EL CARRO DRAINAGE	2361221 ...	-2.38
	101207	10/22/13 09:20:39	10/10/13	S1687509.001		ALL AROUND LAN...	STREETS	2531308 ...	-7.81
TOTAL									-10.19
	101383	10/31/13 10:44:20	10/31/13	81736	FEDEX	FEDEX	ACCOUNT 3004-2941-6	1000101 ...	
	101348	10/31/13 09:45:49	10/25/13	2-444-80822		FEDEX	SHIPPING CHARGES	3100232 ...	-16.25
						FEDEX	SHIPPING CHARGES	3179616 ...	-16.25
						FEDEX	SHIPPING CHARGES	1015308 ...	-18.41
TOTAL									-50.91

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101384	10/31/13 10:44:21	10/31/13	81737	FLAG FACTORY, THE	FLAG FACTORY, T...	INVOICE 19930	1000101 ...	
101349	10/31/13 09:47:38	10/9/13	19930		FLAG FACTORY, T... FLAG FACTORY, T...	VETS HALL FLAG REPLACEMENT CITY HALL	4865309 ... 1013224 ...	-66.96 -87.05
TOTAL								-154.01
101385	10/31/13 10:44:21	10/31/13	81738	GALLS INC	GALLS INC	INVOICE 001094604	1000101 ...	
101350	10/31/13 09:48:26	10/9/13	001094604		GALLS INC	UNIFORM SUPPLIES - CODE ENFORCE...	1022169 ...	-117.33
TOTAL								-117.33
101386	10/31/13 10:44:22	10/31/13	81739	LAWSON PRODUCTS INC	LAWSON PRODUC...		1000101 ...	
101212	10/22/13 09:58:06	10/7/13	9301968034		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	3332308 ...	-44.33
101211	10/22/13 09:57:25	10/10/13	9301976855		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	3332308 ...	-409.04
TOTAL								-453.37
101387	10/31/13 10:44:23	10/31/13	81740	SANTA BARBARA COUNT...	SANTA BARBARA ...	14-093	1000101 ...	
101352	10/31/13 09:51:24	10/10/13	14-093		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 ...	-1,682.48
TOTAL								-1,682.48
101388	10/31/13 10:44:23	10/31/13	81741	SO CA EDISON	SO CA EDISON		1000101 ...	
101322	10/29/13 15:38:01	10/23/13	2-00-378-2059		SO CA EDISON SO CA EDISON SO CA EDISON SO CA EDISON SO CA EDISON SO CA EDISON SO CA EDISON SO CA EDISON SO CA EDISON	CIVIC CENTER ROW PARKING PARKS POOL STREEET LIGHTING BIKEWAYS 9TH STREET BATHROOM 1 CARP TC	1013313 ... 3332313 ... 3332313 ... 2361313 ... 4866313 ... 2923220 ... 2923225 ... 2923220 ... 2923220 ...	-2,231.56 -351.54 -187.02 -377.77 -1,190.38 -524.49 -69.64 -36.14 -53.14
TOTAL								-5,021.68
101389	10/31/13 10:44:24	10/31/13	81742	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 ...	
101243	10/23/13 10:28:59	10/10/13	3211851359		STAPLES ADVANT...	CITY HALL	1013308 ...	-67.52
101245	10/23/13 10:30:28	10/10/13	3211851356		STAPLES ADVANT... STAPLES ADVANT... STAPLES ADVANT...	PW SUPPLIES PW SUPPLIES PW SUPPLIES	1030308 ... 2531308 ... 2361221 ...	-85.38 -61.54 -169.47
TOTAL								-383.91
101390	10/31/13 10:44:25	10/31/13	81743	STATEWIDE SAFETY & SI...	STATEWIDE SAFE...	INVOICE 5865/3	1000101 ...	
101218	10/22/13 10:02:46	10/8/13	5865/3		STATEWIDE SAFE...	BARRICADES	2531308 ...	-4,032.00
TOTAL								-4,032.00

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101391	10/31/13 10:44:25	10/31/13	81744	TRI-CO BLUE PRINT & SU...	TRI-CO BLUE PRIN...	INVOICE #100752	1000101 ...	
101124	10/15/13 12:24:11	10/7/13	100752		TRI-CO BLUE PRIN...	COPIES OF PLANS	1010181 ...	-97.20
TOTAL								-97.20
101392	10/31/13 10:44:26	10/31/13	81745	URS CORPORATION	URS CORPORATION	INVOICE #5674286	1000101 ...	
101223	10/22/13 10:22:15	10/9/13	5674286		URS CORPORATION	SWMP MAPPING	2779618 ...	-3,690.02
TOTAL								-3,690.02
101393	10/31/13 10:44:26	10/31/13	81746	VJS BIOLOGICAL CONSU...	VJS BIOLOGICAL ...	SEPTEMBER 2013 SERVICES	1000101 ...	
101112	10/15/13 12:10:20	10/8/13	SEPT 2013 S...		VJS BIOLOGICAL ...	PROJ 1407	1000251 ...	-397.50
					VJS BIOLOGICAL ...	PROJ 1522	1000251 ...	-300.00
					VJS BIOLOGICAL ...	PROJ 1167	1000251 ...	-112.50
					VJS BIOLOGICAL ...	BIOLOGICAL SERVICES	1041225 ...	-90.00
TOTAL								-900.00
101394	10/31/13 10:44:27	10/31/13	81747	WALLACE GROUP	WALLACE GROUP	INVOICE #35865	1000101 ...	
101132	10/16/13 09:03:47	10/8/13	35865		WALLACE GROUP	MEASURE A GRANT 1	2079271 ...	-9,003.75
					WALLACE GROUP	MEASURE A GRANT 1	2000261 ...	-9,003.75
TOTAL								-18,007.50
101395	10/31/13 10:44:27	10/31/13	81748	WMS AQUATICS	WMS AQUATICS	INVOICE #15263	1000101 ...	
101318	10/29/13 15:31:08	10/9/13	15263		WMS AQUATICS	AQUATICS SUPPLIES	4866308 ...	-644.79
TOTAL								-644.79
101497	11/06/13 09:41:06	11/6/13	81749	A T & T MOBILITY	A T & T MOBILITY	ACCOUNT 337015224648	1000101 ...	
101437	11/05/13 09:25:55	10/23/13	337015224648		A T & T MOBILITY	CELL PHONE - PW SUPERVISOR	2531301 ...	-104.86
					A T & T MOBILITY	CELL PHONE - PW CREW	1013308 ...	-13.83
					A T & T MOBILITY	CELL PHONE - PW CREW	3332308 ...	-11.83
					A T & T MOBILITY	CELL PHONE - PW CREW	2531308 ...	-84.62
TOTAL								-215.14
101498	11/06/13 09:41:07	11/6/13	81750	AG ENT INC	AG ENT INC	INVOICE 13250	1000101 ...	
101480	11/06/13 08:43:20	10/12/13	13250		AG ENT INC	EL CARRO BF TEST	2361221 ...	-150.00
TOTAL								-150.00
101499	11/06/13 09:41:07	11/6/13	81751	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT #832685259	1000101 ...	
101438	11/05/13 09:27:20	10/21/13	832685259		AT & T MOBILITY	CODE ENFORCEMENT	1047213 ...	-124.85
					AT & T MOBILITY	CODE ENFORCEMENT	1047213 ...	-86.18
					AT & T MOBILITY	CODE ENFORCEMENT	1047213 ...	-61.18

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TOTAL								-272.21
101500	11/06/13 09:41:08	11/6/13	81752	BALMADRID, ARLENE	BALMADRID, ARL...	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101408	11/04/13 10:24:34	10/31/13	NOV 2013 C...		BALMADRID, ARL...	CELL PHONE REIMBURSEMENT - NOV 2...	1016308 ...	-65.00
TOTAL								-65.00
101501	11/06/13 09:41:08	11/6/13	81753	BOB TRAUTZ LAND DEV ...	BOB TRAUTZ LAN...		1000101 ...	
101471	11/06/13 08:36:53	9/12/13	4885		BOB TRAUTZ LAN...	EL CARRO PARK DRAINAGE	2361221 ...	-1,510.00
101475	11/06/13 08:39:41	9/17/13	4882		BOB TRAUTZ LAN...	HEATH PARK RANCH BACKFLOW	2361221 ...	-652.50
101474	11/06/13 08:38:59	9/20/13	4881		BOB TRAUTZ LAN...	BOAT YARD EXPANSION	2361221 ...	-1,090.00
101473	11/06/13 08:38:18	9/26/13	4884		BOB TRAUTZ LAN...	PALM TO LINDEN TRAIL GRANT	2000261 ...	-1,080.00
101472	11/06/13 08:37:32	10/5/13	4883		BOB TRAUTZ LAN...	EL CARRO PARK DRAINAGE	2361221 ...	-344.00
TOTAL								-4,676.50
101502	11/06/13 09:41:08	11/6/13	81754	CAMPBELL, JACQUELINE	CAMPBELL, JACQ...	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101417	11/04/13 10:30:45	10/31/13	NOV 2013 C...		CAMPBELL, JACQ...	CELL PHONE REIMBURSEMENT - NOV 2...	1041308 ...	-65.00
TOTAL								-65.00
101503	11/06/13 09:41:09	11/6/13	81755	CARPINTERIA-SUMMERL...	CARPINTERIA-SU...	OCTOBER 2013 FIRE FEES	1000101 ...	
101424	11/04/13 10:52:28	9/5/13	OCT 2013 FI...		CARPINTERIA-SU...	PROJ 1681	1000261 ...	-205.00
					CARPINTERIA-SU...	BP11010	1000261 ...	-205.00
					CARPINTERIA-SU...	BP11013	1000261 ...	-205.00
					CARPINTERIA-SU...	BP11027	1000261 ...	-205.00
					CARPINTERIA-SU...	BP10960	1000261 ...	-205.00
					CARPINTERIA-SU...	PROJ 1683	1000261 ...	-205.00
TOTAL								-1,230.00
101504	11/06/13 09:41:09	11/6/13	81756	CENTRAL COAST IMAGIN...	CENTRAL COAST I...	INVOICE #AR25644	1000101 ...	
101423	11/04/13 10:49:12	10/30/13	AR25644		CENTRAL COAST I...	COPIER MAINTENANCE	1018222 ...	-167.76
TOTAL								-167.76
101505	11/06/13 09:41:10	11/6/13	81757	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 ...	
101440	11/05/13 09:28:32	7/29/13	41473	10	COASTAL VIEW N...	LEGAL NOTICES	1011303 ...	-189.00
101443	11/05/13 09:29:59	8/29/13	41677		COASTAL VIEW N...	LEGAL NOTICES	1011303 ...	-182.00
101445	11/05/13 09:31:00	10/28/13	42002		COASTAL VIEW N...	LEGAL NOTICES	1011303 ...	-94.50
101441	11/05/13 09:29:04	10/31/13	42031		COASTAL VIEW N...	PET ADS	1047303 ...	-40.00
101444	11/05/13 09:30:29	10/31/13	42029		COASTAL VIEW N...	LEGAL NOTICES	1011303 ...	-1,364.00
101442	11/05/13 09:29:32	11/4/13	42043		COASTAL VIEW N...	LEGAL NOTICES	1011303 ...	-182.00
TOTAL								-2,051.50
101506	11/06/13 09:41:10	11/6/13	81758	COLSON, MARY ANN	COLSON, MARY A...	WELLNESS REIMBURSEMENT - NOV 2013	1000101 ...	

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101412	11/04/13 10:26:17	10/31/13	NOV 2013 W...	.	COLSON, MARY A...	WELLNESS REIMBURSEMENT - NOV 2013	1014194 ...	-415.75
TOTAL								-415.75
101507	11/06/13 09:41:10	11/6/13	81759	DIAZ, JAYNE	DIAZ, JAYNE	WELLNESS REIMBURSEMENT - NOV 2013	1000101 ...	
101410	11/04/13 10:26:44	10/31/13	NOV 2013 W...		DIAZ, JAYNE	WELLNESS REIMBURSEMENT NOV 2013	1014194 ...	-415.75
TOTAL								-415.75
101508	11/06/13 09:41:11	11/6/13	81760	DRIGGERS, LARRY	DRIGGERS, LARRY	WELLNESS REIMBURSEMENT - NOV 2013	1000101 ...	
101411	11/04/13 10:27:11	10/31/13	NOV 2013 W...		DRIGGERS, LARRY	WELLNESS REIMBURSEMENT - NOV 2013	1014194 ...	-415.75
TOTAL								-415.75
101509	11/06/13 09:41:11	11/6/13	81761	DUDEK	DUDEK	INVOICE 20133975	1000101 ...	
101421	11/04/13 10:47:34	10/7/13	20133975		DUDEK	PROJ 1522	1000251 ...	-340.00
TOTAL								-340.00
101510	11/06/13 09:41:11	11/6/13	81762	DURFLINGER, DAVID	DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT - NOVE...	1000101 ...	
101406	11/04/13 10:23:03	10/31/13	NOV 2013 C...		DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT - NOV 2...	1012308 ...	-65.00
TOTAL								-65.00
101511	11/06/13 09:41:12	11/6/13	81763	EBELING, CHARLES	EBELING, CHARLES	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101414	11/04/13 10:29:27	10/31/13	NOV 2013 C...		EBELING, CHARLES	CELL PHONE REIMBURSEMENT - NOV 2...	1030308 ...	-65.00
TOTAL								-65.00
101512	11/06/13 09:41:12	11/6/13	81764	EVERSHADE EXTERIOR C...	EVERSHADE EXTE...	INVOICE 6413	1000101 ...	
101484	11/06/13 08:46:28	10/17/13	6413		EVERSHADE EXTE...	POWER WASHING/STEAM CLEANING SI...	3332225 ...	-8,600.00
TOTAL								-8,600.00
101513	11/06/13 09:41:13	11/6/13	81765	FIDELITY SECURITY LIFE I...	FIDELITY SECURIT...	INVOICE 6457280	1000101 ...	
101446	11/05/13 09:33:29	11/1/13	6457280		FIDELITY SECURIT...	WELLNESS NOV 2013	1016194 ...	-15.12
					FIDELITY SECURIT...	WELLNESS NOV 2013	1041194 ...	-7.56
					FIDELITY SECURIT...	WELLNESS NOV 2013	1030194 ...	-7.56
					FIDELITY SECURIT...	WELLNESS NOV 2013	1030194 ...	-22.23
					FIDELITY SECURIT...	WELLNESS NOV 2013	1022194 ...	-15.12
					FIDELITY SECURIT...	WELLNESS NOV 2013	2531194 ...	-22.23
					FIDELITY SECURIT...	WELLNESS NOV 2013	1069194 ...	-7.56
					FIDELITY SECURIT...	WELLNESS NOV 2013	1051194 ...	-14.37
					FIDELITY SECURIT...	WELLNESS NOV 2013	1011194 ...	-7.56
					FIDELITY SECURIT...	WELLNESS NOV 2013	1069194 ...	-22.23
					FIDELITY SECURIT...	WELLNESS NOV 2013	1044194 ...	-14.37
					FIDELITY SECURIT...	WELLNESS NOV 2013	2531194 ...	-7.56

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TOTAL								-163.47
101514	11/06/13 09:41:13	11/6/13	81766	GARCIA, FIDELA	GARCIA, FIDELA	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101407	11/04/13 10:24:11	10/31/13	NOV 2013 C...		GARCIA, FIDELA	CELL PHONE REIMBURSEMENT - NOV 2...	1011308 ...	-65.00
TOTAL								-65.00
101515	11/06/13 09:41:13	11/6/13	81767	HIDALGO, BENNY	HIDALGO, BENNY	WELLNESS REIMBURSEMENT - NOV 2013	1000101 ...	
101409	11/04/13 10:25:00	10/31/13	NOV 2013 W...		HIDALGO, BENNY	WELLNESS REIMBURSEMENT - NOV 2013	1014194 ...	-415.75
TOTAL								-415.75
101516	11/06/13 09:41:14	11/6/13	81768	ID WORKS, LLC	ID WORKS, LLC	INVOICE #E15429	1000101 ...	
101425	11/04/13 11:00:05	10/24/13	E15429		ID WORKS, LLC	EMPLOYEE AWARDS	1016310 ...	-71.28
TOTAL								-71.28
101517	11/06/13 09:41:14	11/6/13	81769	JIMENEZ, ERNEST	JIMENEZ, ERNEST	WELLNESS REIMBURSEMENT - NOV 2013	1000101 ...	
101415	11/04/13 10:29:50	10/31/13	NOV 2013 W...		JIMENEZ, ERNEST	WELLNESS REIMBURSEMENT - NOV 2013	1014194 ...	-415.75
TOTAL								-415.75
101518	11/06/13 09:41:14	11/6/13	81770	JOHNSTONE SUPPLY	JOHNSTONE SUP...		1000101 ...	
101476	11/06/13 08:40:10	10/4/13	336944		JOHNSTONE SUP...	EL CARRO WELL	2361221 ...	-20.64
101477	11/06/13 08:40:42	10/4/13	336970		JOHNSTONE SUP...	EL CARRO WELL	2361221 ...	-37.98
TOTAL								-58.62
101519	11/06/13 09:41:15	11/6/13	81771	LEMERE, PATRICIA	LEMERE, PATRICIA	WELLNESS REIMBURSEMENT - NOV 2013	1000101 ...	
101416	11/04/13 10:30:14	10/31/13	NOV 2013 W...		LEMERE, PATRICIA	WELLNESS REIMBURSEMENT NOV 2013	1014194 ...	-415.75
TOTAL								-415.75
101520	11/06/13 09:41:15	11/6/13	81772	MCCORMIX CORP	MCCORMIX CORP	INVOICE 880053	1000101 ...	
101487	11/06/13 08:48:17	10/15/13	880053		MCCORMIX CORP	PUBLIC WORKS FUEL	3332307 ...	-134.67
TOTAL								-134.67
101521	11/06/13 09:41:16	11/6/13	81773	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 ...	
101447	11/05/13 09:34:25	9/16/13	63646		MNS ENGINEERS I...	DIF HIGHWAY INTERCHANGE	3179615 ...	-1,543.86
					MNS ENGINEERS I...	DIF HIGHWAY INTERCHANGE	3100232 ...	-1,543.85
101426	11/04/13 11:01:01	10/9/13	63730		MNS ENGINEERS I...	PROJ 5007 - LAGUNITAS	1000251 ...	-108.75
101427	11/04/13 11:02:41	10/9/13	63731		MNS ENGINEERS I...	PROJ 1005	1000251 ...	-725.00
					MNS ENGINEERS I...	PROJ 5438	1000251 ...	-217.50
					MNS ENGINEERS I...	PROJ 5428	1000251 ...	-145.00
					MNS ENGINEERS I...	PROJ 5438	1000251 ...	-217.50

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					MNS ENGINEERS I...	PROJ 5454	1000251 ...	-72.50
					MNS ENGINEERS I...	ENGINEERING RETAINER	2536226 ...	-1,743.75
101428	11/04/13 11:03:37	10/9/13	63733		MNS ENGINEERS I...	PROJ 1601	1000251 ...	-1,341.25
101429	11/04/13 11:04:14	10/9/13	63735		MNS ENGINEERS I...	FLOODPLAIN MGMT SVCS	2536226 ...	-1,400.00
101430	11/04/13 11:04:58	10/9/13	63737		MNS ENGINEERS I...	9TH STREET BRIDGE REPLACEMENT	4179612 ...	-3,981.25
101431	11/04/13 11:06:29	10/9/13	63739		MNS ENGINEERS I...	MEASURE A GRANT 2	2079272 ...	-809.38
					MNS ENGINEERS I...	MEASURE A GRANT 2	2000261 ...	-809.37
101432	11/04/13 11:07:18	10/9/13	63740		MNS ENGINEERS I...	MEASURE A GRANT 2	2079272 ...	-415.63
					MNS ENGINEERS I...	MEASURE A GRANT 2	2000261 ...	-415.62
101433	11/04/13 11:08:19	10/9/13	63741		MNS ENGINEERS I...	PROJECT 15020	2779619 ...	-3,444.75
101434	11/04/13 11:09:05	10/9/13	63738		MNS ENGINEERS I...	PROJECT 15063	2923210 ...	-5,744.01
101435	11/04/13 11:09:51	10/9/13	63742		MNS ENGINEERS I...	SANTA YNEZ AVE	2779619 ...	-787.50
101436	11/04/13 11:10:43	10/9/13	63746		MNS ENGINEERS I...	PROJ 1002 - GAS CO BLANKET PERMIT	1000251 ...	-543.75
101448	11/05/13 09:35:27	10/9/13	63734		MNS ENGINEERS I...	DIF HIGHWAY INTERCHANGES	3179615 ...	-2,953.13
					MNS ENGINEERS I...	DIF HIGHWAY INTERCHANGES	3100232 ...	-2,953.12
TOTAL								-31,916.47
101522	11/06/13 09:41:16	11/6/13	81774	MONTECITO BANK & TRU...	MONTECITO BANK...		1000101 ...	
101420	11/04/13 10:46:57	10/24/13	4138		MONTECITO BANK...	SYMPATHY GIFT	1016310 ...	-78.84
					MONTECITO BANK...	MEETINGS & TRAVEL	1016306 ...	-17.07
					MONTECITO BANK...	LODGING CJPIA CONFERENCE	1016306 ...	-275.28
					MONTECITO BANK...	GASOLINE PURCHASE	1013307 ...	-17.79
101449	11/05/13 09:37:55	10/24/13	4563		MONTECITO BANK...	CITY CLERK MEETINGS & TRAVEL	1011306 ...	-450.00
					MONTECITO BANK...	BIRTHDAY REFRESHMENTS	1016310 ...	-26.43
					MONTECITO BANK...	BIRTHDAY REFRESHMENTS	1016310 ...	-34.00
					MONTECITO BANK...	MEETINGS & TRAVEL - SHAW	1051306 ...	-25.00
101450	11/05/13 09:38:47	10/24/13	1577		MONTECITO BANK...	CM MEETINGS & TRAVEL	1012306 ...	-57.92
101451	11/05/13 09:40:03	10/24/13	4120		MONTECITO BANK...	MEETINGS & TRAVEL	1024306 ...	-15.90
					MONTECITO BANK...	MEETINGS & TRAVEL	1024306 ...	-20.40
					MONTECITO BANK...	MEETINGS & TRAVEL	1024306 ...	-13.54
					MONTECITO BANK...	MEETINGS & TRAVEL	1024306 ...	-502.40
TOTAL								-1,534.57
101523	11/06/13 09:41:16	11/6/13	81775	PRECISION CONCRETE C...	PRECISION CONC...	INVOICE #CRP 102313-12	1000101 ...	
101490	11/06/13 08:50:41	10/23/13	CRP 102313-...		PRECISION CONC...	SIDEWALK HAZARD REMOVAL	3332225 ...	-6,261.30
TOTAL								-6,261.30
101524	11/06/13 09:41:17	11/6/13	81776	ROBERTS, MATTHEW	ROBERTS, MATTH...	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101419	11/04/13 10:31:39	10/31/13	NOV 2013 C...		ROBERTS, MATTH...	CELL PHONE REIMBURSEMENT - NOV 2...	1069308 ...	-65.00
TOTAL								-65.00
101525	11/06/13 09:41:17	11/6/13	81777	SILK, KEVIN	SILK, KEVIN	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101413	11/04/13 10:28:14	10/31/13	NOV 2013 C...		SILK, KEVIN	CELL PHONE REIMBURSEMENT - NOV 2...	1044308 ...	-35.00
TOTAL								-35.00
101526	11/06/13 09:41:17	11/6/13	81778	SO CA EDISON	SO CA EDISON		1000101 ...	

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101323	10/29/13 15:38:49	10/26/13	2-14-791-5870		SO CA EDISON	101 ASH	2923220 ...	-109.30
101324	10/29/13 15:39:28	10/26/13	2-22-684-6459		SO CA EDISON	100 LINDEN	2923220 ...	-28.31
TOTAL								-137.61
101527	11/06/13 09:41:18	11/6/13	81779	SOUTHERN ADVERTISING	SOUTHERN ADVE...		1000101 ...	
101469	11/06/13 08:33:31	9/22/13	1-25046		SOUTHERN ADVE...	POOL RESALE ITEMS	4866308 ...	-848.23
101470	11/06/13 08:34:43	10/9/13	1-24921		SOUTHERN ADVE...	BEACH RESALE ITEMS	2862308 ...	-848.23
					SOUTHERN ADVE...	POOL CONCESSION	4866350 ...	-2,325.13
					SOUTHERN ADVE...	POOL	4866308 ...	-1,162.56
					SOUTHERN ADVE...	BEACH	2862308 ...	-1,162.56
TOTAL								-6,346.71
101528	11/06/13 09:41:18	11/6/13	81780	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 ...	
101242	10/23/13 10:28:10	10/11/13	3211913368		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-59.38
101240	10/23/13 10:26:34	10/12/13	3212149496		STAPLES ADVANT...	PROJ 4863 DVDS	1000251 ...	-75.59
101241	10/23/13 10:27:17	10/12/13	3212149495		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-558.21
					STAPLES ADVANT...	PW SUPPLIES	2531308 ...	-189.59
TOTAL								-882.77
101529	11/06/13 09:41:18	11/6/13	81781	STRADLING YOCCA CARL...	STRADLING YOCC...	INVOICE #283944-0001	1000101 ...	
101457	11/05/13 09:44:45	10/25/13	283944-0001		STRADLING YOCC...	MISC EMPLOYMENT MATTERS	1017227 ...	-746.00
TOTAL								-746.00
101530	11/06/13 09:41:19	11/6/13	81782	THORNBERRY, JOHN	THORNBERRY, JO...	CELL PHONE REIMBURSEMENT - NOV 2...	1000101 ...	
101418	11/04/13 10:31:12	10/31/13	NOV 2013 C...		THORNBERRY, JO...	CEL PHONE REIMBURSEMENT NOV 2013	1014308 ...	-65.00
TOTAL								-65.00
101531	11/06/13 09:41:19	11/6/13	81783	TOM WATTS AUTOMOTIVE	TOM WATTS AUTO...	INVOICE 030112	1000101 ...	
101496	11/06/13 08:54:46	10/4/13	030112		TOM WATTS AUTO...	VEHICLE REPAIR	2531307 ...	-85.61
TOTAL								-85.61
101532	11/06/13 09:41:20	11/6/13	81784	TRI-CO BLUE PRINT & SU...	TRI-CO BLUE PRIN...		1000101 ...	
101464	11/05/13 09:50:05	9/20/13	0281731-IN		TRI-CO BLUE PRIN...	DIF HIGHWAY INTERCHANGES	3179615 ...	-6.36
101465	11/05/13 09:51:03	9/24/13	092433		TRI-CO BLUE PRIN...	DIF HIGHWAY INTERCHANGES	3100232 ...	-6.36
101466	11/05/13 09:51:54	9/24/13	092434		TRI-CO BLUE PRIN...	DIF HIGHWAY INTERCHANGES	3179615 ...	-9.72
101422	11/04/13 10:48:38	9/27/13	0282113-IN		TRI-CO BLUE PRIN...	DIF HIGHWAY INTERCHANGES	3100232 ...	-9.72
					TRI-CO BLUE PRIN...	DIF HIGHWAY INTERCHANGES	3179615 ...	-14.97
					TRI-CO BLUE PRIN...	DIF HIGHWAY INTERCHANGES	3100232 ...	-14.97
					TRI-CO BLUE PRIN...	PROJ 5289 COPIES OF PLANS	1000251 ...	-60.91
TOTAL								-123.01

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101533	11/06/13 09:41:20	11/6/13	81785	VENCO POWER SWEEPIN...	VENCO POWER S...	INVOICE 0042556-IN	1000101 ...	
101494	11/06/13 08:53:27	10/15/13	0042556-IN		VENCO POWER S...	STREET SWEEPING SERVICE - OCT 2013	2531227 ...	-3,318.60
TOTAL								-3,318.60
101534	11/06/13 09:41:20	11/6/13	81786	VENCO WESTERN INC	VENCO WESTERN ...	INVOICE #0147819-IN	1000101 ...	
101495	11/06/13 08:54:10	7/15/13	0147819-IN		VENCO WESTERN ...	ROW	3332225 ...	-1,793.19
					VENCO WESTERN ...	CITY HALL	1013225 ...	-742.10
					VENCO WESTERN ...	PROJ 4865	1000251 ...	-221.26
					VENCO WESTERN ...	VETS HALL	4865220 ...	-108.66
					VENCO WESTERN ...	POOL	4866220 ...	-221.73
					VENCO WESTERN ...	ROW PARKING LOT	3323220 ...	-422.38
					VENCO WESTERN ...	PARKS	2361225 ...	-4,523.56
TOTAL								-8,032.88
101535	11/06/13 09:41:21	11/6/13	81787	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711126512506601	1000101 ...	
101458	11/05/13 09:45:27	10/22/13	01171112651...		VERIZON CALIFOR...	OUTSIDE PD	1013301 ...	-86.94
TOTAL								-86.94
101536	11/06/13 09:41:21	11/6/13	81788	VOLGISTICS INC	VOLGISTICS INC	ORDER-INVOICE #88661688	1000101 ...	
101479	11/06/13 08:42:41	11/1/13	88661688		VOLGISTICS INC	VOLUNTEER TRACKING	1045305 ...	-144.00
TOTAL								-144.00
101537	11/06/13 09:47:00	11/6/13	81789	ALL AROUND LANDSCAP...	ALL AROUND LAN...		1000101 ...	
101342	10/30/13 15:04:48	10/15/13	S1688278.001		ALL AROUND LAN...	TOMOL	2361221 ...	-122.44
101481	11/06/13 08:43:55	10/16/13	S1688566.001		ALL AROUND LAN...	PW SUPPLIES	2531308 ...	-19.76
TOTAL								-142.20
101538	11/06/13 09:47:01	11/6/13	81790	BIG GREEN CLEANING C...	BIG GREEN CLEA...	INVOICE 436159	1000101 ...	
101483	11/06/13 08:45:19	10/14/13	436159		BIG GREEN CLEA...	ROW	3332221 ...	-260.00
					BIG GREEN CLEA...	BEACHES	2861225 ...	-260.00
					BIG GREEN CLEA...	PARKS	2361221 ...	-260.00
TOTAL								-780.00
101539	11/06/13 09:47:01	11/6/13	81791	C3 INTELLIGENCE, INC	C3 INTELLIGENCE,...	INVOICE #2759	1000101 ...	
101439	11/05/13 09:28:00	11/1/13	2759		C3 INTELLIGENCE,...	BACKGROUND REPORTS	1016320 ...	-28.00
TOTAL								-28.00
101540	11/06/13 09:47:01	11/6/13	81792	CLARY CORPORATION	CLARY CORPORA...	INVOICE #00049884	1000101 ...	
101305	10/25/13 14:06:56	10/16/13	00049884		CLARY CORPORA...	TRAFFIC LIGHTING	2923210 ...	-3,713.72

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL								-3,713.72
101541	11/06/13 09:47:02	11/6/13	81793	JOY EQUIPMENT PROTEC...	JOY EQUIPMENT P...	INVOICE 52882	1000101 ...	
101478	11/06/13 08:41:56	10/13/13	52882		JOY EQUIPMENT P...	COMMUNITY POOL	4866308 ...	-271.40
TOTAL								-271.40
101542	11/06/13 09:47:02	11/6/13	81794	PAVEMENT ENGINEERIN...	PAVEMENT ENGIN...	INVOICE #1309-098	1000101 ...	
101221	10/22/13 10:08:31	10/16/13	1309-098		PAVEMENT ENGIN...	2013 PAVEMENT REHAB PROJECT	2772221 ...	-2,856.25
TOTAL								-2,856.25
101543	11/06/13 09:47:03	11/6/13	81795	SO CA EDISON	SO CA EDISON		1000101 ...	
101452	11/05/13 09:41:08	10/29/13	2-32-832-7564		SO CA EDISON	PROJ 4865 VETS HALL UTILITIES	1000251 ...	-505.97
101454	11/05/13 09:42:47	10/29/13	2-30-652-4281		SO CA EDISON	UTILITIES VETS HALL	4865309 ...	-431.00
101453	11/05/13 09:41:59	10/30/13	2-26-504-7225		SO CA EDISON	SEASIDE BUILDING	4865309 ...	-58.62
					SO CA EDISON	STREET LIGHTING	2923220 ...	-33.07
TOTAL								-1,028.66
101544	11/06/13 09:47:03	11/6/13	81796	STAPLES ADVANTAGE	STAPLES ADVANT...	INVOICE 3212343286	1000101 ...	
101339	10/30/13 15:03:10	10/17/13	3212343286		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-64.67
TOTAL								-64.67
101545	11/06/13 09:47:03	11/6/13	81797	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711128612505709	1000101 ...	
101459	11/05/13 09:46:07	10/25/13	01171112861...		VERIZON CALIFOR...	ASH AVE	1013301 ...	-86.91
TOTAL								-86.91

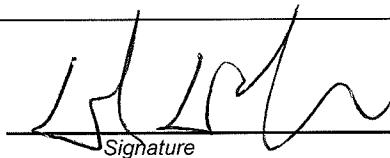
TOTAL \$581,100.36

STAFF REPORT
COUNCIL MEETING DATE:
November 12, 2013

ITEM FOR COUNCIL CONSIDERATION:

Letter of support for Assembly Bill 919 (Williams), concerning Repayment for Itinerant Veteran Vendors.

City Manager


Signature

STAFF RECOMMENDATION:

Authorize sending a letter of support for Assembly Bill 919, pertaining to the establishment of a State repayment fund and claim program for Itinerant Veteran Vendors affected by Senate Bill 809 (2009) with regard to payment of sales tax.

I. BACKGROUND/DISCUSSION:

The City Council has received a request from Mr. Bill Connell, a Carpinteria resident and owner/operator of All American Surf Dogs of Carpinteria, for support of Assembly Bill 919 (Williams). A draft letter of support is attached for your Council's consideration. In October, the County Board of Supervisors voted to support AB 919.

In 2010, a law was passed that, through the year 2021, exempts itinerant veterans from the payment of sales tax on certain types of retail sales. The subject bill would amend the State Revenue and Taxation Code by effectively creating a program wherein military veterans that remitted such sales taxes prior to the enactment of the 2010 law, could apply for reimbursement of those payments. The law would also establish a program fund of \$50,000, which would serve to limit the total amount available for reimbursements to itinerant veterans through the program.

Attached to this report is the text of AB 919. This is currently a two year bill.

II. ATTACHMENT:

Draft Letter of Support for AB 919 (Williams)
Text of AB 919
Bill Connell letter, dated October 30, 2013, with attachments.

CITY of CARPINTERIA, CALIFORNIA



Members of the City Council

Honorable Das Williams
California State Assembly, 37th District
P.O. Box 942849
Sacramento, CA 94249

J. Bradley Stein - *Mayor*
Gregg Carty - *Vice Mayor*
Al Clark
Wade Nomura
Fred Shaw

RE: Assembly Bill 919

Dear Assemblymember Williams:

Thank you for introducing AB 919. I am writing on behalf of the City of Carpinteria in support of this important effort that would benefit itinerant veterans. It is the City's understanding that AB 919 would create a temporary grant program to reimburse certain qualified veterans, working as itinerant vendors, for a portion of taxes, interest and penalties paid to the State Board of Equalization for which no sales tax was collected from consumers between April 1, 2002 and April 1, 2010, with a total available grant fund of \$50,000.

On November 12, 2013, the City Council of the City of Carpinteria voted to support AB 919, recognizing the importance of this effort on behalf of veterans. Once again, thank you, and we will look forward to passage of AB 919 in 2014.

Sincerely,

J. Bradley Stein
Mayor
City of Carpinteria

CC: Senator Hannah-Beth Jackson, 19th Senate District
City Council members
Mr. Bill Connell

ASSEMBLY BILL

No. 919

Introduced by Assembly Member Williams

February 22, 2013

An act to add Section 6018.2 of the Revenue and Taxation Code, relating to taxation.

LEGISLATIVE COUNSEL'S DIGEST

AB 919, as introduced, Williams. Sales and use taxes: veterans: itinerant vendors: repayment.

Existing sales and use tax laws imposes a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, measured by sales price. That law, with certain exceptions, defines a retailer as a seller who makes any retail sale of tangible personal property and as a person who makes more than 2 retail sales of tangible personal property during any 12-month period, and defines a retail sale as a sale of tangible personal property for any purpose other than resale in the regular course of business.

Existing law, from April 1, 2010, to January 1, 2022, provides that a qualified itinerant vendor, as defined, is a consumer, and not a retailer, of tangible personal property owned and sold by the qualified itinerant vendor, except for alcoholic beverages or items sold for more than \$100, so that the retail sale subject to tax is the sale of tangible personal property to the qualified itinerant vendor and not the sale by the qualified itinerant vendor.

This bill would provide a procedure for a qualified veteran, who is a person who met specified requirements for being a qualified itinerant vendor between April 1, 2002, and April 1, 2010, to submit a claim for qualified repayments, as defined, with the State Board of Equalization, as provided. This bill would, on or before March 1, 2015, require the board to certify to the Controller the amount of qualified repayments to be made to each qualified veteran, and would require the State Controller, upon appropriation by the Legislature, to make the payments of qualified repayments. This bill would limit the total amount of money available to make qualified repayments to not more than \$50,000.

This bill would make findings regarding the public purpose served by the bill.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) Prior to the enactment of Chapter 621 of the Statutes of 2009
4 (Senate Bill 805 of the 2009–10 Regular Session), which became
5 operative on April 1, 2010, there was considerable uncertainty
6 among honorably discharged veterans with respect to their
7 responsibilities under California’s Sales and Use Tax Law. These
8 veterans relied upon Section 16102 of the Business and Professions
9 Code that exempts honorably discharged veterans from payment
10 of certain license taxes and fees for their sales of goods, wares, or
11 merchandise owned by them (except alcoholic beverages), and as
12 a result, failed to pay sales tax or to collect sales tax reimbursement
13 on their retail sales.

14 (b) This uncertainty resulted in deficiency assessments by the
15 State Board of Equalization against these veterans and subsequent
16 payments to the board by these veterans of the tax, interest, and
17 penalty for amounts that the board determined to be due.

18 (c) For the public purpose of assuring equity in the payment of
19 sales tax among qualified veterans for tangible personal property
20 owned and sold by those veterans for \$100 or less, excluding
21 alcoholic beverages, it is the intent of the Legislature that the sales
22 tax, interest, and any penalties paid by these veterans on those
23 sales for the period on and after April 1, 2002, and before April

1 1, 2010, for which there was no sales tax reimbursement collected
2 from customers, be repaid in accordance with the provisions of
3 this act.

4 SEC. 2. Section 6018.2 is added to the Revenue and Taxation
5 Code, to read:

6 6018.2. (a) A qualified veteran may receive from the state, a
7 qualified repayment if all provisions of this section are satisfied.

8 (b) The procedures set forth in this section shall be the exclusive
9 procedure and remedy for the claims for, or action for, a repayment
10 of taxes, interest, or penalties paid by a qualified veteran under
11 the Sales and Use Tax Law (Part 1 (commencing with Section
12 6001)), Section 35 of Article XIII of the California Constitution,
13 local sales tax imposed in accordance with the Bradley-Burns
14 Uniform Local Sales and Use Tax Law (Part 1.5 (commencing
15 with Section 7200)), and local transactions and use taxes imposed
16 in accordance with the Transactions and Use Tax Law (Part 1.6
17 (commencing with Section 7251)) for the eight year period
18 beginning on and after April 1, 2002, and before April 1, 2010.

19 (c) (1) For purposes of this section, a “qualified veteran” means
20 a person who meets all of the following requirements:

21 (A) The person met the requirements of a qualified itinerant
22 vendor as set forth in Section 6018.3, on and after April 1, 2002
23 and before April 1, 2010.

24 (B) The person paid to the board taxes imposed under the Sales
25 and Use Tax Law (Part 1 (commencing with Section 6001)),
26 Section 35 of Article XIII of the California Constitution, local
27 sales tax imposed in accordance with the Bradley-Burns Uniform
28 Local Sales and Use Tax Law (Part 1.5 (commencing with Section
29 7200)), or local transactions and use taxes imposed in accordance
30 with the Transactions and Use Tax Law (Part 1.6 (commencing
31 with Section 7251)) for the period beginning April 1, 2002, and
32 before April 1, 2010, for which no sales tax reimbursement was
33 collected from customers, and also paid any interest or penalties
34 associated with those tax liabilities.

35 (2) “Qualified repayment” means an amount equal to the amount
36 described in subparagraph (B) of paragraph (1).

37 (d) (1) Before January 1, 2015, a qualified veteran may file a
38 claim for a qualified repayment with the board.

39 (2) The claim shall be in writing, and shall be completed in
40 accordance with any instructions or regulations as the board may

1 prescribe, including, but not limited to, proof of payment of the
2 tax, interest, or penalties described in subparagraph (B) of
3 paragraph (1) of subdivision (c).

4 (3) On or before March 1, 2015, the board shall certify to the
5 Controller the amount of qualified repayments to be made to each
6 qualified veteran pursuant to this section. The total amount of
7 money available to make qualified repayment shall not exceed
8 fifty thousand dollars (\$50,000). If the total amount of claims filed
9 exceed fifty thousand dollars (\$50,000), the board shall determine
10 the pro rata share due to each qualified veteran based on the
11 proportion each claim bears to the total amount of claims and shall
12 report that amount for certification.

13 (4) Upon appropriation by the Legislature, the Controller shall
14 make the payments of qualified repayments to qualified veterans.

15 (5) No interest shall be paid on any qualified repayment made
16 pursuant to this section.

17 SEC. 3. The Legislature finds and declares that the addition of
18 Section 6018.2 of the Revenue and Taxation Code by this act
19 serves a public purpose, as described in Section 1 of this act, and
20 does not constitute a gift of public funds within the meaning of
21 Section 6 of Article XVI of the California Constitution.

RECEIVED

OCT 30 2013

CITY OF CARPINTERIA



October 30, 2013

City of Carpinteria
Mayor and City Council

Dear Gentlemen,

I request to speak on Assembly Bill 919 introduced by Das Williams on February 22, 2012.

I request you agendize the item. The action I am requesting would be support of AB 919 by way of City resolution. Sent to Das Williams' office in the Capitol.

Thank you,

William Connell
4311 Verano Dr.
Carpinteria, CA 93013

AB 919 (Williams)

Repayment for Itinerant Veteran Vendors

SUMMARY

AB 919 reimburses certain veteran vendors for any sales tax, interest, and penalties not collected for the period between April 1, 2002 and April 1, 2010.

BACKGROUND

Veterans returning to civilian life struggle to re-integrate into society. Unable to find a job, many veterans become vendors selling art, food, books, among other items.

For many years certain veteran vendors argued Section 16102 of the Business and Professions Code (B&PC) exempts honorably discharged veterans from paying certain license taxes and fees for their sales of goods, wares, or merchandise they own (except alcoholic beverages). The enactment of Section 16102 of B&PC dates back to 1893, long before the establishment of Sales and Use Tax Law.

Veteran vendors believe they are exempt from paying certain state and local sales tax, however, the Board of Equalization (BOE) considered veteran vendors "retailers" and, therefore, collected sales tax, interest, and penalties. Due to the misinterpretation, veteran vendors failed to collect sales tax reimbursement from customers resulting in out of pocket payment to the BOE.

To clarify the dispute, Senate Bill 809 (2009) granted "consumer" reporting status to qualified itinerant vendors (QIV) until January 1, 2012. Under a "consumer" reporting status, QIVs making otherwise taxable sales are not required to obtain a seller's permit or report tax on those sales. Rather, QIVs are only required to pay tax on his or her cost of the taxable components of the products he or she sells, which has the effect of minimizing revenue loss and reporting burdens to specified small businesses. Senate Bill 805 (2011) extended these provisions to 2022.

NEED FOR THE BILL

While SB 809 and SB 805 helped QIVs from 2010 forward, they didn't address previously collected

sales tax. This bill creates a temporary grant program to reimburse qualified veteran vendors for sales tax, interest, and penalties not collected from customers dating back to April 1, 2002.

A qualified veteran vendor is someone who:

1. has paid state and local sales and use taxes between April 1, 2002 and April 1, 2010,
2. not collected sales tax reimbursement from customers and,
3. paid interest or penalties associated with tax liabilities.

AB 919 requires a qualified veteran vendor to submit a written claim before January 1, 2015 in order to obtain reimbursement. Further, BOE will provide the number of qualified repayments to the Controller on or before March 1, 2015. The total amount of funds available for qualified repayment is capped at \$50,000. If the total amount of claims filed exceeds \$50,000, the BOE will determine the pro rata share due to each qualified veteran. No interest will be paid on any qualified repayment.

This bill is necessary because hard-working veteran vendors misunderstood Section 16102 of the B&P Code. While the BOE appropriately collected any outstanding liabilities, veteran vendors did not collect sales tax reimbursement from customers, resulting in thousands of dollars paid out of pocket by qualified itinerant vendors to the BOE.

SUPPORT

California State Board of Equalization
Carpinteria Valley Chamber of Commerce
American Legion Auxiliary Unit 49
The Military Order of the Purple Heart, Chapter 750
Veterans United for Truth, Inc.

OPPOSITION

- None on file

FOR MORE INFORMATION

Samantha Contreras
Office of Assemblymember Williams
(916) 319-2037
Samantha.Contreras@asm.ca.gov

QUESTION

**WHY WOULD ANY RIGHT THINKING
CALIFORNIAN OPPOSE THE STATEMENT
OF PRINCIPLE WHICH PROVIDES THAT
ALL FORMER MILITARY PERSONAL WHO
COME WITHIN THE PROVISIONS OF THE
ACT SET FORTH BELOW BE EXEMPTED
FROM ALL LOCAL AND STATE TAX
RELATED BURDENS?**

CHAPTER CCXXXIV

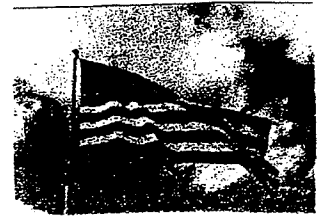
*An Act to establish a uniform system of county and
township governments.*

(Approved March 24, 1893.)

*The People of the State of California, represented in Senate
and Assembly, do enact as follows:*

27. To license, for purposes of regulation and revenue, all and every kind of business not – prohibited by law, and transacted and carried on in such county, and all shows, exhibitions, and lawful games carried on therein; to fix the rates of license tax upon the same, and to provide for the collection of the same, by suit or otherwise; *provided*, that every honorably discharged soldier, sailor, or marine of the United States, who is unable to obtain a livelihood by manual labor, shall have the right to hawk, peddle, and vend any goods, wares, or merchandise, except spirituous, malt, vinous, or other intoxicating liquor, without payment of any license, tax, or fee whatsoever, whether municipal, county, or State; and the Board of Supervisors shall issue to such soldier, sailor, or marine without cost, a license therefore. A certificate of disability by a surgeon of the United States Army or Navy shall be sufficient proof of such disability, and a certificate of honorable discharge from the United States Army or Navy, or an exemplified copy thereof, shall be sufficient proof of such service and honorable discharge, and upon presentation a license shall be issued as aforesaid.

STATEMENT OF PRINCIPLE (Special Exemption From Tax Related Burdens)



On March 24, 1893, the State of California adopted an Act (the "ACT"), Exhibit A, that recognized that "... every soldier, sailor or marine of the United States, who is unable to obtain a livelihood by manual labor, shall have the right to hawk, peddle and vend any goodswithout payment of any license, tax, or fee whatsoever...." (emphasis added)*.

By including the word, "whatsoever", the clear legislative intent was to remove ALL tax related burdens from this limited group of former military people.

Under the provisions of *California Code of Civil Procedure Section 1859* (Enacted 1872), Exhibit B, the intention of the legislature must be followed if at all possible.

However, subsequent, to the adoption of the ACT, other tax related acts were passed which did not specifically exempt this limited group from their provisions, and CONTRARY TO THE CLEAR INTENT OF THE LEGISLATURE, tax related burdens have been place on these former military people.

It is the position of this STATEMENT OF PRINCIPLE that, in the interests of justice and in keeping with the provisions of Section 1859 of the Code of Civil Procedure, the legislative intent of the ACT should be carried out and that all provisions of any law, state or local, that contradicts the clear intent of the ACT be modified so as to exempt this limited group from any state or local tax related burdens.

Specifically this STATEMENT OF PRINCIPLE is directed to the need to clarify Section 6051 (et seq.) of the Revenue and Taxation Code, copy attached as Exhibit C, to make it clear that the former military people who come within the provisions of the ACT are exempt from the requirements of collecting sales tax.

Request is hereby made that the proper parties take necessary and proper action to modify Section 6051 of the Revenue and Taxation Code and its related provisions to comply with the intent of the legislature and the ACT by specifically exempting the former military people who come within the provisions of the ACT from the requirements of collecting sales tax.

Respectfully submitted,

William Connell,
US Army Veteran

*A copy of Section 16102 of the Business and Professions Code that relates to this matter is attached as Exhibit D.

CHAPTER CCXXXIV

An Act to establish a uniform system of county and township governments.

(Approved March 24, 1893.)

The People of the State of California, represented in Senate and Assembly, do enact as follows:

27. To license, for purposes of regulation and revenue, all and every kind of business not – prohibited by law, and transacted and carried on in such county, and all shows, exhibitions, and lawful games carried on therein; to fix the rates of license tax upon the same, and to provide for the collection of the same, by suit or otherwise; *provided*, that every honorably discharged soldier, sailor, or marine of the United States, who is unable to obtain a livelihood by manual labor, shall have the right to hawk, peddle, and vend any goods, wares, or merchandise, except spirituous, malt, vinous, or other intoxicating liquor, without payment of any license, tax, or fee whatsoever, whether municipal, county, or State; and the Board of Supervisors shall issue to such soldier, sailor, or marine without cost, a license therefore. A certificate of disability by a surgeon of the United States Army or Navy shall be sufficient proof of such disability, and a certificate of honorable discharge from the United States Army or Navy, or an exemplified copy thereof, shall be sufficient proof of such service and honorable discharge, and upon presentation a license shall be issued as aforesaid.

1859. In the construction of a statute the intention of the Legislature, and in the construction of the instrument the intention of the parties, is to be pursued, if possible; and when a general and particular provision are inconsistent, the latter is paramount to the former. So a particular intent will control a general one that is inconsistent with it.

Exhibit B

6051. For the privilege of selling tangible personal property at retail a tax is hereby imposed upon all retailers at the rate of $2\frac{1}{2}$ percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in this state on or after August 1, 1933, and to and including June 30, 1935, and at the rate of 3 percent thereafter, and at the rate of $2\frac{1}{2}$ percent on and after July 1, 1943, and to and including June 30, 1949, and at the rate of 3 percent on and after July 1, 1949, and to and including July 31, 1967, and at the rate of 4 percent on and after August 1, 1967, and to and including June 30, 1972, and at the rate of $3\frac{3}{4}$ percent on and after July 1, 1972, and to and including June 30, 1973, and at the rate of $4\frac{3}{4}$ percent on and after July 1, 1973, and to and including September 30, 1973, and at the rate of $3\frac{3}{4}$ percent on and after October 1, 1973, and to and including March 31, 1974, and at the rate of $4\frac{3}{4}$ percent thereafter.

Exhibit C

16102. Every soldier, sailor or marine of the United States who has received an honorable discharge or a release from active duty under honorable conditions from such service may hawk, peddle and vend any goods, wares or merchandise owned by him, except spirituous, malt, vinous or other intoxicating liquor, without payment of any license, tax or fee whatsoever, whether municipal, county or State, and the board of supervisors shall issue to such soldier, sailor or marine, without cost, a license therefor.

Exhibit D

October 10, 2013

Ms. Diane F. Boyer-Vine
Legislative Counsel
State Capitol
Sacramento, CA 95814

Dear Ms. Boyer-Vine:

I request a written opinion regarding the State's current and historical tax treatment of qualified veterans, as defined in Business and Professions (B&P) Section 16102, which states:

Every soldier, sailor or marine of the United States who has received an honorable discharge or a release from active duty under honorable conditions from such service may hawk, peddle and vend any goods, wares or merchandise owned by him, except spirituous, malt, vinous or other intoxicating liquor, without payment of any license, tax or fee whatsoever, whether municipal, county or State, and the board of supervisors shall issue to such soldier, sailor or marine, without cost, a license therefor.

(Amended by Stats. 1941, Ch. 646.)

My general interest is whether the exemption for veterans from taxes under §16102 provides an exemption from the State sales tax. More specific questions are listed below.

I realize that your Office has produced other opinions on this general topic in response to earlier requests from other legislators. (Two examples are enclosed.) I also am aware that the Attorney General has issued a relevant opinion (No. 09-402, July 19, 2010), a copy of which is attached. I believe that my request differs from earlier requests in terms of substantive breadth, historical depth (pre-1901), determination of controlling legal statute, and legislative intent.

Civil War era

Legislative Act of 1893

In 1893, the California Legislature passed “An Act to Establish a Uniform System of County and Township Governments,” which took effect in 1895 as Chapter 234 of California State law. The act was a large omnibus bill that generally established the powers, duties, and responsibilities of California’s counties and towns.

Section 25 of the act, entitled “General Permanent Powers of Board,” (relating to the powers of county boards of supervisors) granted boards of supervisors the following authority:

“To license, for purposes of regulation and revenue, all and every kind of business not prohibited by law, and transacted and carried on in such county, and all shows, exhibitions, and lawful games carried on therein; to fix the rates of license tax upon the same, and to provide for the collection of the same, by suit or otherwise; ...”

This power was granted with the following caveat:

“... *provided*, that every honorably discharged soldier, sailor, or marine of the United States, who is unable to obtain a livelihood by manual labor, shall have the right to hawk, peddle, and vend any goods, wares, or merchandise, except spirituous, malt, vinous, or other intoxicating liquor, **without payment of any license, tax, or fee whatsoever, whether municipal, county or State**; and the Board of Supervisors shall issue to such soldier, sailor, or marine, without cost, a license therefor.”

(Ch. 234, §25, Para. 27).

It is believed this was the first time this exemption for disabled veterans (the “Veterans’ Exemption”) appeared in California law although it is possible to have existed earlier in statute. The Veterans’ Exemption currently is found in California’s B&P Code.

Legislative Act of 1897

Similar language to the above-quoted portion of the County Government Act of 1893 was re-enacted as subdivision 25 of section 25 of the County Government Act of 1897. The County Government Act of 1897 was apparently enacted to supersede the County Government Act of 1893. With one minor capitalization difference (namely, the word “state” is not capitalized in the 1897 provision), the first sentences of the 1893 and 1897 versions are identical, including the punctuation of the key phrase of the exemption (i.e., “without payment of any license, tax, or fee whatsoever”). (See Stats. 1897, ch. 277, § 25; subd. 25, p. 465.)

Legislative Act of 1929

In 1929, the Legislature enacted Assembly Bill 773 (Stockwell). This bill amended Political Code Section 4041, which covered the jurisdiction and powers of county boards of supervisors, by adding Political Code Section 4041.14. The new section duplicated Political Code Section 3366 by giving county boards of supervisors the power to regulate all licit business within their borders and impose licensing fees upon those businesses, but was limited to counties. When Section 4041.14 was enacted, it did not explicitly repeal or amend any part of Chapter 234 or Section 3366.

(Also note that, two years earlier, a Senate measure proposed changes to existing Section 4041 concerning the jurisdiction and powers of the board of supervisors similar to that accomplished in 1929. Senate Bill 683 proposed the location of the license, and exemption from licensing and taxes text in Section 4041. This bill did not get out of its first policy committee in 1927.)

The Veterans' Exemption in Political Code Section 4041.14 mirrored exactly the Veterans' Exemption in Chapter 234. As enacted, Section 4041.14 stated that qualified veterans must be issued a business license "without payment of any license, tax or fee whatsoever, whether municipal, county or state." *Section 4041.14 included the comma between the words "license" and "tax" originally present in Chapter 234, while Section 3366 did not, further strengthening the likelihood that the omission of the comma in Section 3366 was accidental.*

Legislative Act of 1941

In 1941, the Legislature added several sections to the B&P Code that consolidated and revised county and city business licensing law. The 1941 act added Division 7, Part 1, entitled "Licensing for Revenue and Regulation," to the B&P Code. Part 1 had two relevant chapters – Chapter 1 covered business licensing by cities, while Chapter 2 covered business licensing by counties, and each chapter contained a Veterans' Exemption. When the act took effect in September 1941 it repealed Political Code Sections 3366 and 4041.14 and did not repeal or amend any part of Chapter 234.

Chapter 1 of the act, which related to cities, added Section 16000 to the B&P Code and granted cities the power to license and collect any license fee from any licit business conducted within their jurisdiction. Chapter 1 also created Section 16001, which contained a Veterans' Exemption that required qualified veterans to be issued a business license "without payment of any license tax or fee whatsoever, whether municipal, county or State." Except for the comma omitted between the words "license" and "tax" this language is identical to the Veterans' Exemption in Chapter 234. The Veterans' Exemption in Section 16001 is missing the comma between the words "license" and "tax" that was present in Chapter 234, Political Code Section 4041.14, and B&P Code Section 16102. *This supports the argument that the omission of the comma in Section 16001, like the omission of the comma in Political Code Section 3366, was accidental.*

reasoned that the comma between the words “license” and “tax” in the Veterans’ Exemption in B&P Code Section 16102 was accidentally inserted in 1929. The court reasoned that, because there was no comma in the phrase when it appeared in 1901 in Political Code Section 3366, the insertion of the comma in the phrase in 1929 in Political Code Section 4041.14 was inadvertent. However, the *Brooks* court apparently was unaware that when the Veterans’ Exemption first appeared in 1893 in Chapter 234, it contained a comma between the words “license” and “tax” because the court did not cite Chapter 234 in its discussion of the legislative history of the Veterans’ Exemption. Because the court did not have full knowledge of the legislative history behind the Veterans’ Exemption and the comma at issue, the court erroneously concluded that the comma was inadvertently inserted in 1929 in Political Code Section 4041.14 and in B&P Code Section 16102.

In July 2010, the California Department of Justice issued Opinion No. 09-402 (93 Ops. Cal. Atty. Gen. 70) that concluded the comma inserted between the words “license” and “tax” was accidental, and therefore the Veterans’ Exemption in B&P Code section 16102 does not establish a general exemption from state or local sales taxes. The Department of Justice opinion relied extensively on the *Brooks* decision in reaching its conclusion that the comma was accidentally inserted. Like the court in *Brooks*, the Department of Justice opinion did not take into consideration the presence of a comma in the Veterans’ Exemption in Chapter 234. Accordingly, the reliability of the conclusion the Department of Justice reached is questionable because the *Brooks* court erred in concluding that the comma in the Veterans’ Exemption was accidentally inserted.

As shown above, relying on the *Brooks* decision and the 2010 Department of Justice opinion is likely to mislead the casual observer into believing that the Veterans’ Exemption was originally intended not to insert a comma between the words “license” and “tax.” However, the earlier law (1893) places a comma not only between “license” and “tax,” but also between “tax” and the conjunction “or,” which precedes the word “fee.” The second comma, which is optional, shows a serial relationship between three nouns – “license,” “tax,” and “fee.” *Given the history of the Veterans’ Exemption, it is likely that a comma was intended to be included between the words “license” and “tax.” Its early presence in 1893, its apparently accidental disappearance in 1901, and its restoration in 1929 strongly suggest that conclusion.*

Background: Relationship between Vendor and Goods Being Sold

The 1941 enactment creating the existing B&P Code Section 16102 states that the qualified veterans “may hawk, peddle and vend any goods, wares or merchandise owned by him, except spirituous, malt, vinous or other intoxicating liquor”

In 2009 the Legislature enacted SB 809 (Ch. 621 Stats. 2009), which was sponsored formally by the BOE and authored by the Senate Committee on Veterans Affairs. This bill added Section 6018.3 to the Revenue and Taxation Code. SB 809 provides that, for purposes of the Sales and

If the aim was to provide relief to itinerant veterans who have served their country with honor, why does this bill only apply to sales of food products and beverages? Under SB 809, other itinerant veterans who sell non-edible TPP are still considered retailers and required to obtain a seller's permit.

QUESTIONS/ISSUES RAISED

Scope of Taxes and Fees in the Exemption

1. It is unclear whether the 1893 Veterans' Exemption (Chapter 234) has ever been explicitly amended or repealed. If the Veterans' Exemption was amended or repealed, what specific act repealed or amended it?
2. If Chapter 234 was never repealed, is it still in effect in parallel with subsequent statutes? If not, why not? Would subsequent statutes that are more narrowly constructed merely be reaffirmations of a subset of Chapter 234's grant of exemption rather than replacements of Chapter 234?
3. What was the legislative intent behind the Veterans' Exemption in Chapter 234?
 - a. Chapter 234, Section 25, paragraph 27 gives counties the power to "fix rates of license tax." This license tax power is modified by the Veterans' Exemption, raising the presumption that the scope of the exemption is limited to county license taxes. However, what do we make of the language of the Veteran's Exemption that states "without payment of any license, tax, or fee whatsoever, whether *municipal, county or state*"?
 - b. If the plain meaning of the text in Chapter 234 is to exempt qualified veterans from merely paying licensing fees associated with running a qualified business, why would the Legislature separate out the words "license," "tax," and "fee" in the Veterans' Exemption
 - c. Taking into account that Chapter 234 says, "without payment of any license, tax, or fee whatsoever, whether municipal, county or State," was the Veteran's Exemption (Chapter 234) originally intended to exempt qualified veterans from merely paying licensing fees associated with running a qualified business, or was it intended to be a general exemption from paying any sales or use taxes related to running a qualified business?
 - d. Was this exemption intended to be limited to Civil War veterans or applied more broadly?

5. Does available case law (*Gilstrap*, *Brooks*, or any other case) shed light on this matter?
6. Do we have any indications as to how local governments and the Board of Equalization interpreted Chapter 234, Political Code Section 3366, Political Code Section 4041.14, and B&P Code Section 16102 in light of their actual execution of those laws from the effective date of Chapter 234 onward? Were veteran vendors, in practice, exempted from any state or local taxes and fees other than those directly associated with business licenses based upon the statutes under discussion in this request?

Relationship of Vendors to Goods Being Sold

7. The 1941 enactment creating the existing B&P Code Section 16102 states that the qualified veterans “may hawk, peddle and vend any goods, wares or merchandise owned by him.” The section includes the phrase “owned by him” to be used in determining the eligibility of goods that qualify for sale within the scope of the veterans exemption.
 - a. By designating the qualifying goods as being “owned by” the veteran, this phrase required the veteran to be in a consumer status with regard to the goods. What is the phrase’s meaning, what was the purpose of including the phrase, and what is its legal effect?

For example, was it included to protect government entities from being defrauded by veterans who might be induced into acting as “fronts” for other nonqualified business entities? [Such as has occurred in the case in the State’s Disabled Veteran Business Enterprise (DVBE) Program.]
 - b. SB 809 (2009) added to the Revenue and Taxation Code “veterans exemption” language stating that “(a) qualified itinerant vendor is a consumer of, and shall not be considered a retailer of, tangible personal property owned and sold by the qualified itinerant vendor. . . .”
 - i. What is the phrase’s meaning, what was the purpose of including the phrase, and what is its legal effect?
 - ii. Is it redundant to or different from the effect of the existing “owned by him” in B&P 16102, which has been law since 1941?

Should you or your deputies have questions about this request, you are authorized to address them to Wade Teasdale with the Senate Veterans Affairs Committee at (916) 651-1503. After receiving authorization from Mr. Teasdale, you also may discuss the history of this issue with William Connell (805) 566-6549.

Boyer-Vine, D.
Opinion Request: Veteran Vendors
October 10, 2013

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18. Legislative Counsel Opinion #4756, March 20, 1997
19. Attorney General Opinion No. 09-402, July 19, 2010

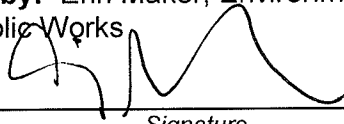
STAFF REPORT
COUNCIL MEETING DATE:
November 12, 2013

ITEMS FOR COUNCIL CONSIDERATION:

Renewal of the ChargePoint network subscription service, concerning the operation of the electric vehicle charging station, and the adoption of Resolution No. 5409, amending the City's fee schedule in order to establish the electric vehicle charging station user fee.

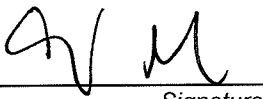
Report prepared by: Erin Maker, Environmental Coordinator

Department: Public Works



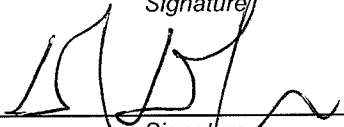
 Signature

**Reviewed by
Public Works
Director:**



 Signature For Charlie Ebeling

**Reviewed by
City Manager:**



 Signature

ACTION ☒ **NON-ACTION** ☐ **STAFF RECOMMENDATION:**

Recommendation: That the City Council approve renewal of the ChargePoint network subscription service, concerning the operation of the electric vehicle charging station, for a three year term, and adopt Resolution No. 5409, as read by title only, amending the City's fee schedule in order to establish an electric vehicle charging station user fee of \$0.30.

Sample Motion: I move to approve renewal the ChargePoint network subscription service, concerning the operation of the electric vehicle charging station, for a three year term, and adopt Resolution No. 5409, as read by title only, amending the City's fee schedule in order to establish an electric vehicle charging station user fee of \$0.30.

I. BACKGROUND:

The availability and consumer use of electric vehicles has significantly increased over the last decade, creating a demand for public charging stations that did not previously exist. Currently, most electric vehicles on the market can travel between 80-200 miles on a single charge. For owners and operators of electric vehicles, this means longer road trips are feasible only in areas

with electric vehicle charging stations networks. As more electric vehicle charging stations are installed, the range of the vehicles is extended and regional trips become more practicable.

The City of Carpinteria was awarded an electric vehicle charging station under the ChargePoint America program, at no cost to the City. Included in the grant was subscription service to the ChargePoint Network Commercial Service that manages the station. The City's charge station was part of a larger regional grant, which awarded charging stations to agencies in Santa Barbara and Ventura counties. The subscription service included in the grant award expires December 31, 2013, after which the City would need to renew service to keep the station operating as part of the ChargePoint network, which provides location, rate, and other information to customers via the internet. This subscription service also collects and process fees for those stations that charge a fee.

Since its installation, the City has been covering the cost of electricity for the station in Parking Lot 3. The purpose of this matter is to allow City Council to consider renewal of the network subscription service with ChargePoint for the operation of the station and to establish a charge that covers operating costs, such as electricity, subscription services, and amortization of the equipment.

II. DISCUSSION:

The electric vehicle charging station operates on an online network that allows administrators to track usage, including kilowatts of energy, greenhouse gas emissions, and number of sessions. Customers can access this online network as well. The ChargePoint website allows users to plan trips based on location of charging stations, and shows which stations are operable, which may be down for maintenance, and how much each station costs. Users can also view which stations are currently in use and which are available.

The City entered into a master services agreement with Coulomb Technologies, the parent company of ChargePoint, in February 2012. The master services agreement addresses the activation of and continued access to the web-based ChargePoint network that operates the station.

The City's electric vehicle charging station has seen increasing usage since installation in July 2012. In the last year (October 31, 2012 – October 31, 2013), 2,328 kilowatt hours of energy have been used for charging vehicles at that location, with usage seeing a large increase over the summer months. More electric vehicle owners traveling; a greater number of electric vehicles on the roads; and, people learning about the station here in Carpinteria, are all possible contributors to the increase experienced.

Setting a fee for the charging station based on kilowatt hour (kWh) instead of regular hour will allow the City to better recoup operating costs, as different vehicles charge at different rates. Most electric vehicles now on the road, such as the basic model Nissan Leaf, charge at a rate of about 3.3kWh per hour, while other vehicles, such as Tesla's and newer models of other electric vehicles, charge at almost double the rate, or 6.6 kWh per hour. It is generally agreed that charging more than \$2.00 per hour makes charging an electric vehicle more expensive than paying for gasoline, and deters electric vehicle owners from using a station.

III. POLICY:

The City Council's policy concerning the percentage recovery of costs reasonably borne is enumerated in CMC 3.34.030.

Installing electric vehicle charging stations promotes the use of electric vehicles, thereby reducing greenhouse gas emissions and improving air quality. This is consistent with the following General Plan policy:

OSC-11b. Promote the reduction of mobile source emissions related to vehicular traffic.

IV. FINANCIAL CONSIDERATIONS:

Network Service Plan

Currently, there are limited options for these service contracts. The ChargePoint network that already operates the web-based service used by the City's station is the only one currently offered for that device. There are several service plans available based on the length of contract, as shown below. Given the evolving nature of the industry and the potential for new and/or changing services in this area, staff is recommending a three year subscription.

Electric Vehicle Charging Station					
ChargePoint Network Service Plans					
Service Plan	1-Year	2-Year	3-Year	4-Year	5-Year
Contract Cost	\$230	\$410	\$580	\$750	\$910
Annualized Cost	\$230	\$205	\$193	\$187	\$182

Electric Vehicle Charging Station

The City pays a rate of between \$0.13 and \$0.16 a kWh, depending on the time of year. Annual operating expenses, as shown below, include the network service, energy usage and billing fees, a 10% processing fee that the ChargePoint network charges for the collection and processing of the hourly or kWh fees, the estimated equipment depreciation and overhead charges.

Electric Vehicle Charging Station							
Estimated Monthly Operation Expenses							
	Network Service	Energy Usage*	Billing Fee	Processing Fee*	Administration Overhead	Depreciation	Total
Amount	\$16	\$56	\$25	\$11	\$62	\$41	\$211
*Amounts are approximate based on 354 kWh usage. Administration overhead based on .5 hours/month of those employees responsible for maintaining the system.							

The EV charging station owned by the City has an estimated value of \$5,000 new. This technology is still very new, and there is no data available at this time for life expectancy of any station available. However, a standard piece of electrical equipment of similar construction has a life expectancy of 10 years; this is reflected in the above table.

Electric vehicles charge at different rates, and depending on the make and model, have different sized batteries. Below is a comparison of two vehicles common to the area, the Nissan Leaf and the Tesla Model S, based on battery size and how quickly they would charge.

Electric Vehicle Battery Comparison		
	Nissan Leaf	Tesla Model S
Battery Size	24 kWh	60 kWh
Full Charge (Hours)	7.3 hours	9 hours
Rate of Charge (kWh/hour)	3.3 kWh	6.6 kWh
Range of Travel (miles)	120 miles	208 miles

As discussed above, charging by kWh allows the City to recover some or all of these costs. Below is a comparison of the estimated revenue the City would receive at several different kWh rates.

There is no current standard of how these charges are set. Some owners of charging stations choose to subsidize them completely, some charge fees on an hourly basis, and others charge by the kilowatt hour. Local rates range from \$0.45 to \$1.00 per hour, with the remaining operation costs subsidized by the station owners, although as more data comes available many are considering switching to a kWh charge. Staff believes \$0.45 to \$1.00 hourly rates translate roughly to a rate of \$0.10 to \$0.25 per kWh. At an hourly rate, the City would need to charge between \$2.00 and \$4.00 per hour to recover 100% of the City's estimated operating costs.

Monthly Operating Revenue by kWh					
Amount per kWh	\$0.20	\$0.25	\$0.30	\$0.35	\$0.60
Amount per hour (based on 6.6 kWh per hour)	\$1.32	\$1.65	\$1.98	\$2.31	\$3.96
Amount to full charge (60 kWh battery with 208 mi range)	\$12	\$15	\$18	\$21	\$36
Amount per hour (based on 3.3 kWh per hour)	\$0.66	\$0.83	\$0.99	\$1.16	\$1.98
Amount to full charge (24 kWh battery with 120 mi range)	\$4.80	\$6.25	\$7.20	\$8.40	\$14.40
Estimated monthly revenue*	\$71	\$88.50	\$106	\$124	\$212.40
*Amounts are approximate based on 354 kWh usage					

As shown, charging \$0.60 per kWh would recover all operating expenses, but it would also put the rate far above the rates of other public charging stations in the region. A rate of \$0.30 is recommended and would allow the City to recover electric meter and network subscription costs.

V. ATTACHMENTS:

Attachment A: Resolution No. 5490

Attachment B: Master Services Agreement

Attachment C: ChargePoint Network Service Plan Renewal Quotation

ATTACHMENT A

RESOLUTION NO. 5490

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
UPDATING THE MASTER FEE SCHEDULE
PURSUANT TO CHAPTER 3.34 OF THE CARPINTERIA MUNICIPAL CODE**

WHEREAS, Pursuant to Article XIIB of the California State Constitution, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees, charges and regulatory license fees as enumerated in CMC 3.34.040 D; and

WHEREAS, The fee and service charge revenue/cost comparison system set forth in CMC 3.34 provides a mechanism for ensuring that fees adopted by the City for providing the regulation, products or services therein enumerated do not exceed the reasonable estimated cost for providing the regulation, products or services for which the fees are charged; and

WHEREAS, 'Costs reasonably borne' shall include all direct and indirect costs, fixed asset recovery expenses, general and departmental overhead and debt service costs as further defined in CMC 3.34.030; and

WHEREAS, pursuant to CMC 3.34.020 the City Manager has been delegated the authority to implement said City Council policy to establish or adjust the amount of fees and charges to recover the percentage of costs reasonably borne in providing the regulation, product or service; and

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES that the Master Fee Schedule be modified to include a fee for electric vehicle charging of \$0.30 per kilowatt hour, and that said fee is authorized to be amended from time to time pursuant to CMC 3.34.020

PASSED, APPROVED AND ADOPTED this 12th day of November 2013, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

MAYOR, CITY OF CARPINTERIA

ATTEST:

CITY CLERK, CITY OF CARPINTERIA

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 12th day of November 2013.

CITY CLERK

APPROVED AS TO FORM:

PETER N. BROWN
City Attorney

ATTACHMENT B

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY.

THIS AGREEMENT GOVERNS REGISTRATION OF YOUR CHARGING STATION (OR THE CHARGING STATIONS OF THE ORGANIZATION YOU REPRESENT) ON THE CHARGEPOINT NETWORK AND ACTIVATION OF CHARGEPOINT NETWORK SERVICES ON YOUR CHARGING STATIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND CONDITIONS; IF NOT, YOU MAY NOT ENTER INTO THIS AGREEMENT AND MAY NOT USE THE CHARGEPOINT SERVICES.

SUBSCRIBER AGREES THAT IT MAY NOT AND WILL NOT ACCESS THE CHARGEPOINT NETWORK SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSE.

1. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

1.2 "ChargePoint® Network" means the open-platform network of electric vehicle charging stations and the vehicle charging applications it delivers, that is operated and maintained by CTI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

1.3 "ChargePoint Services" means, collectively, the various software as a service offerings made available for subscription by CTI.

1.4 "ChargePoint Web Portal" means any of the secure Internet web portals established and maintained by CTI which will allow Subscriber to access ChargePoint Services.

1.5 "Charging Station" means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CTI or by another CTI licensed entity, which have embedded within them CTI hardware and/or firmware, enabling Subscriber to register and activate such charging stations on the ChargePoint Network.

1.6 "CTI" means Coulomb Technologies, Inc., a Delaware corporation.

1.7 "CTI Marks" means the various trademarks, service marks, names and designations used in connection with the CTI manufactured Charging Stations and/or the ChargePoint Network, including, without limitation, ChargePoint and ChargePass™.

1.8 "CTI Intellectual Property" means all Intellectual Property Rights of CTI relating to the CTI Marks, the ChargePoint Network, the ChargePoint Services, ChargePass, ChargePass Radio Frequency Identification Cards, ChargePass Accounts and all other Intellectual Property Rights of CTI, regardless of the nature of such rights.

1.9 "Documentation" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or the ChargePoint Network and made available from time to time by CTI to Subscriber in any manner (including on-line).

1.10 **"Effective Date"** means the date this Agreement is executed by Subscriber.

1.11 **"Intellectual Property Rights"** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

1.12 **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

1.13 **"Party"** means each of CTI and Subscriber.

1.14 **"Cloud Services"** means the various "software as a service" offerings made available for subscription to Subscriber by CTI.

1.15 **"Services Fees"** means the fees payable by Subscriber to CTI for subscribing to any ChargePoint Services as set forth in an applicable purchase order issued by Subscriber and accepted by CTI. Services Fees shall also include all fees payable by Subscriber, if any, pursuant to the provisions of the Flex Billing Addendum set forth at the end of this Agreement.

1.16 **"Subscriber Authorized User"** means any person authorized by Subscriber to access and use its Charging Stations.

2. **CTI'S RESPONSIBILITIES AND AGREEMENTS.**

2.1 **NETWORK OPERATION.** CTI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the ChargePoint Network infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Networked Charging Stations to any ChargePoint Network operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Web Portal; and (iii) operating the ChargePoint Network in compliance with all applicable laws.

2.2 **LIMITATIONS ON RESPONSIBILITY.** CTI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) Specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise the ChargePoint Network; (ii) Continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) Continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CTI of the ChargePoint Network; (iv) Availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) Charging Stations that are not registered with and activated on the ChargePoint Network.

3. **SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.**

3.1 **GENERAL.** Subscriber shall be solely responsible for: (i) Keeping current its contact information, email address for the receipt of notices hereunder, and billing address for invoices; (ii) updating on the ChargePoint Web Portal, within five (5) business days, the registered location to which any of Subscriber's Charging Stations are moved; (iii) The non-warranty maintenance, service, repair and/or replacement of Subscriber's Networked Charging Stations as needed, including informing CTI of the existence of any Networked Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; (iv) registration of and activation of Subscriber's Charging Stations

on the ChargePoint Network; and (v) Operating and maintaining Subscriber's Networked Charging Stations in compliance with all applicable laws.

3.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CTI that: (i) It has the power and authority to enter into and be bound by this Agreement and to install the Charging Stations and any other electrical vehicle charging products to be registered and activated on the ChargePoint Network at Subscriber Location(s); (ii) The electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) It has not installed or attached Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

3.3 FURTHER AGREEMENTS OF SUBSCRIBER MADE IN CONNECTION WITH REGISTRATION OF CHARGING STATIONS ON THE CHARGEPOINT NETWORK AND USE OF CHARGEPOINT SERVICES. Subscriber further acknowledges and agrees with CTI that: (i) Subscriber will not remove, conceal or cover the CTI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations; (ii) Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using ChargePoint Web Portals to comply with, all of the rules, regulations and policies of CTI; (iii) Subscriber shall be responsible for using the ChargePoint Services in compliance with this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to Purchased ChargePoint Services, (B) not sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services to a third party, (C) not interfere with or disrupt the integrity of the ChargePoint Network, the ChargePoint Services or any third party data contained therein, and (D) not attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or their related systems or networks. All data collected by CTI in connection with the operation of the ChargePoint Network shall be owned by CTI; provided that Subscriber Shall have the right to access and use such data, as it pertains to Subscriber's Charging Stations, through a subscription to one or more ChargePoint Services.

4. FEES AND PAYMENT FOR PURCHASED CHARGEPOINT SERVICES.

4.1 SERVICES FEES. Subscriber shall pay all Services Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, (i) Services Fees are quoted in and payable in U.S. Dollars, (ii) Services Fees are based on Subscriber's choice of subscription to the ChargePoint Services and not on actual usage, (iii) payment obligations are non-cancelable and are non-refundable, and (iv) Services are non-transferable; provided that, Services may be transferred to a Charging Station that is purchased by Subscriber to replace a de-commissioned, previously networked, Charging Station.

4.2 OVERDUE SERVICES FEES. If any invoiced Services Fees are not received by CTI by the due date, then such charges: (i) may accrue late interest at the rate ("Interest Rate") of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) in the event Subscriber has not paid Services Fees within thirty (30) days of the due date, CTI may condition future Services renewals and acceptance of purchase orders for additional ChargePoint Services on payment terms other than those set forth herein.

4.3 ACCELERATION AND SUSPENSION OF CHARGEPOINT SERVICES. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CTI may, without otherwise

limiting CTI's rights or remedies, terminate this Agreement, and/or suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full.

4.4 PAYMENT DISPUTES. CTI shall not exercise its rights under Section 4.2 (Overdue Services Fees) or Section 4.3 (Acceleration and Suspension of ChargePoint Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

5. AVAILABLE SERVICES. A description of the various ChargePoint Services currently available for subscription is included in the ChargePoint web site <http://www.mychargepoint.net>. CTI may make other ChargePoint Services available from time to time, and may amend the features offered with respect to any ChargePoint Service at any time and from time to time.

6. PROPRIETARY RIGHTS.

6.1 RESERVATION OF RIGHTS. CTI reserves all right, title and interest in and to the ChargePoint Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. CTI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Authorized Users relating to the ChargePoint Services.

6.2 RESTRICTIONS ON USE. Subscriber shall not: (i) create derivative works based on the ChargePoint Services, (ii) copy, frame or mirror any part or content of the ChargePoint Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes, (iii) reverse engineer any Charging Station or Cloud Service, or (iv) access the ChargePoint Network, any ChargePoint Web Portal or the ChargePoint Services for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any ChargePoint Web Portal or the ChargePoint Services.

6.3 GRANT OF LIMITED LICENSE FOR CTI MARKS.

(a) LICENSE GRANT. Subscriber is granted under this Agreement the nonexclusive privilege of displaying the CTI Marks during the Term of this Agreement in connection with Subscriber Charging Stations. Subscriber warrants that it shall not use any of the CTI Marks for any products other than its Networked Charging Stations. From time to time, CTI may provide updated trademark usage guidelines with respect to Subscriber's use of the CTI Marks which will be made available on a ChargePoint Web Portal, in which case Subscriber thereafter shall comply with such guidelines. If no such guidelines are provided, then for each initial use of the CTI Mark, Subscriber must obtain CTI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CTI Mark in the approved manner. The CTI Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.

(b) NO REGISTRATION OF CTI MARKS BY SUBSCRIBER. Subscriber shall not directly or indirectly register or apply for or cause to be registered or applied for any CTI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a CTI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CTI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CTI.

(c) **TERMINATION AND CESSATION OF USE OF CTI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of the name "CTI" and the CTI Marks.

7. LIMITATIONS ON CTI'S AND SUBSCRIBER'S LIABILITY.

7.1 LIMITATION OF LIABILITY. CTI's aggregate liability under this Agreement shall not exceed the greater of (i) aggregate Services Fees paid by Subscriber to CTI in the calendar year prior to the event giving rise to the Claim or (ii) Ten Thousand Dollars (\$10,000).

7.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CTI'S LIABILITY IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.3 EXCLUSION OF WARRANTIES. THE CHARGEPOINT NETWORK AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES THE IMPLIED WARRANTIES GRANTED BY CTI SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CTI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with CTI. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

7.5 CELLULAR CARRIER RESTRICTIONS. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CTI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CTI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS

SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CTI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE SUBSCRIBER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

8. TERM AND TERMINATION.

8.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's subscriptions to ChargePoint Services.

8.2 SUBSCRIPTION TERM. Subscriptions to ChargePoint Services acquired by Subscriber shall commence on (i) if such services are acquired for use with a new Charging Station, the earlier to occur of (x) the date such new charging station is installed and provisioned on the ChargePoint Network or (y) forty five (45) days after the date such new charging station is installed and (ii) in all other cases, the start date specified in the purchase order related thereto. ChargePoint Services subscribed to by Subscriber shall continue for the applicable subscription term (the "Subscription Term"), unless this Agreement is otherwise terminated, changed or canceled by CTI or Subscriber as allowed by the terms and conditions set forth herein.

8.3 TERMINATION.

(a) **BY CTI.** This Agreement, all Subscription Terms and Subscriber's continuing access to ChargePoint Services may be immediately suspended or terminated: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days, or five (5) days in the case of any payment default, of the date of its receipt of written notice thereof, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CTI, or (iv) if, pursuant to the terms of this Agreement, CTI is otherwise permitted the right to terminate upon the occurrence of an event or events.

(b) **BY SUBSCRIBER.** This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CTI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CTI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. This Agreement may be terminated by Subscriber for convenience upon the voluntary deactivation and removal from registration via the applicable ChargePoint Web Portal of all Networked Charging Stations owned by Subscriber from the ChargePoint Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of any Service Fees as a result of such termination for convenience.

8.4 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 8.3(b)(i), or (ii) the election of CTI to terminate this Agreement pursuant to Section 8.3(a)(iii), CTI shall refund to Subscriber a pro-rata portion of any pre-paid Service Fees based upon the Subscription Term for which such fees were paid and the remaining period of such Subscription Term. Upon any termination for cause by CTI pursuant to Section 8.3(a)(i),

(ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the ChargePoint Network, Subscriber shall pay any unpaid Service Fees covering the remainder of all Subscription Terms. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees for any period prior to the termination date.

9. **AMENDMENT OR MODIFICATION.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

10. **WAIVER.** The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

11. **FORCE MAJEURE.** Except with respect to payment obligations, neither CTI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "*Force Majeure Event*"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

12. **APPLICABLE LAW.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in Santa Clara County, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

13. **WAIVER OF JURY TRIAL.** Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of this Agreement.

14. **SURVIVAL.** Those provisions dealing with the Intellectual Property Rights of CTI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto as contemplated hereby.

15. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

16. **ASSIGNMENT.** Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CTI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section 15, CTI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. In the event of

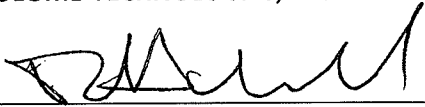
such a termination, Subscriber shall pay any unpaid Service Fees covering the remainder of the Service Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees or Session Processing Fees for any period prior to the termination date. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CTI may assign its rights and obligations under this Agreement.

17. **NO AGENCY OR PARTNERSHIP CREATED BY THIS AGREEMENT.** CTI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CTI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CTI and Subscriber to be created by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Subscription, the number of stations for which such Subscription is ordered, the term of such subscriptions and applicable subscription fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

COULOMB TECHNOLOGIES, INC.

By: 
(Signature)

Name: Richard Lowenthal
Title: CTO

Address: 1692 Dell Avenue, Campbell, CA 95008

Email for Notices: jkaplan@coulombtech.com

Date: 3/5/12

Subscriber

By: 
(Signature)

Name: Al Clark

Title: Mayor

Company Name: City of Carpinteria

Street: 5775 Carpinteria Ave.

City: Carpinteria

State: CA Zip Code: 93013

Email for Notices: erinmeci.carpinteria.ca.us

Date: 3.1.12

ATTACHMENT C



Network Service Plan Renewal Quotation

1692 Dell Avenue
Campbell, CA 95008
408-841-4500

Sales Rep:
Michael Jones
michael.jones@chargepoint.com
858-218-4719

Created by:
Laurie Daugherty
laurie.daugherty@chargepoint.com
408-841-4502

Quotation Number: 3001157
Quotation Date: 10/31/2013
Quotation Valid Until: 12/30/2013

Host ID: 16030001
Org Name: City of Carpinteria
Address: 5775 Carpinteria Ave
Carpinteria California 93013
Attn: Erin Maker

Service Description:

Chargepoint Network Service Plan Renewal: 24/7/365 Network Operation & Driver Support, Station Manager Login, Reservation Control, Station API Use, Billing API Use, Pricing control, Reservation API Use (PRICE IS PER CHARGING PORT, NOT PER STATION)

Station Name	Station Model #	Station SN	Service Plan ID	Service Plan Desc	Expiration Date	1-Year Renewal	2-Year Renewal	3-Year Renewal	4-Year Renewal	5-Year Renewal
CARPINTERIA / PARKING LOT 3	CT2000-HD-GPRS1-CCR	120810000899	TKN000005746	CTSW-SAS-COMM-REN	12/31/2013	12/30/2014 \$230.00	12/30/2015 \$410.00	12/30/2016 \$580.00	12/29/2017 \$750.00	12/29/2018 \$910.00
						\$230.00	\$410.00	\$580.00	\$750.00	\$910.00
Grand Total All Ports:						\$230.00	\$410.00	\$580.00	\$750.00	\$910.00

Terms and Conditions

1. All pricing confidential between Customer and ChargePoint.
2. All prices FOB Source. Customer pays freight.
3. Prices do not include applicable sales taxes.
4. All invoices are: Net 30 days or prepaid.
5. 3% additional charge for credit card processing.
6. Purchase Order (PO), should include Acceptance of Terms, Freight account number to use, and special requirements.

ChargePoint Internal Use Only:

Opportunity ID #:	
Reference URL:	
Customer PO #:	

Signature: _____

Date: _____

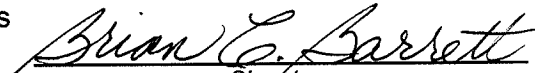
STAFF REPORT
COUNCIL MEETING DATE:
November 12, 2013

ITEMS FOR COUNCIL CONSIDERATION:

Closeout Agreements and Release of Claims for City Maintenance Project Nos. 15020, 15024, and 15035

Report prepared by: Brian C. Barrett, Management Analyst

Department: Public Works

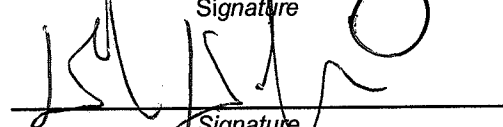

Signature

Reviewed by: Charles W. Ebeling, Director

Department: Public Works


Signature

Reviewed by City Manager:


Signature

ACTION ☒ **NON-ACTION** _____

STAFF RECOMMENDATION:

Recommendation: Authorize the Mayor to sign the following Closeout Agreements and Release of Claims and direct the City Clerk to release Performance Bonds for:

- A. City Maintenance Project No. 15020 Calle Ocho / Concha Loma Drive Intersection Improvements Project
- B. City Maintenance Project No. 15024 Carpinteria Avenue and Santa Ynez / 7th Street Intersection Improvements Project
- C. City Maintenance Project No. 15035 Santa Ynez Avenue Pedestrian Improvements Project

Sample Motion: I move to authorize the Mayor to sign the Closeout Agreements and Release of Claims and direct the City Clerk to release the Performance Bonds for City Maintenance Project Nos. 15020, 15024, and 15035.

I. BACKGROUND:

A. Calle Ocho / Concha Loma Drive Intersection Improvements Project No. 15020

This project is located at the intersection of Calle Ocho and Concha Loma Drive, just easterly of the Eighth Street Pedestrian Bridge. Penfield & Smith Engineers, Inc. prepared the plans and specifications for the project. The scope of the project included reducing the width of pavement used for vehicles, creating landscaped areas and improving safety of the intersection for pedestrians.

On June 24, 2013, the City Council awarded the construction contract to Berry General Engineering Contractors, Inc. in the amount of \$51,508.50 with a \$15,000 approved contingency. The construction was completed on September 25, 2013.

B. Carpinteria Avenue and Santa Ynez / 7th Street Intersection Improvements Project No. 15024

This project is located at the intersection of Carpinteria Avenue, Santa Ynez Avenue and Seventh Street. Penfield & Smith Engineers, Inc. prepared the plans for the street maintenance for the project. The scope of the project includes reducing the width of pavement used for pedestrians to cross Carpinteria Avenue, creating landscaped areas, drainage improvements, traffic signal modifications and improving the safety of the intersection for pedestrians.

On June 24, 2013, the City Council awarded the construction contract to Berry General Engineering Contractors, Inc. in the amount of \$153,190.50 with a \$30,000 approved contingency. The construction was completed on September 25, 2013.

C. Santa Ynez Avenue Pedestrian Improvements Project No. 15035

This project consisted of pedestrian safety and connectivity improvements at 10 locations along Santa Ynez Avenue. Accessibility ramps were constructed at the Santa Ynez intersections with La Tierra Lane (four locations), Chaparral Drive (two locations), and Aragon Drive (one location). Three accessibility ramps were also upgraded at the Santa Ynez Avenue / Aragon Drive intersection to meet current ADA accessibility ramp criteria.

On June 24, 2013, the City Council awarded the construction contract to Berry General Engineering Contractors, Inc. in the amount of \$86,605.00 with a \$15,000 approved contingency. The construction was completed on September 20, 2013.

The purpose of this action is to confirm that the scope of work for the projects was satisfactorily completed according to the contract documents, to release the performance bonds posted by the contractor, finalize the payment for the work completed under the contracts and to formalize any further liability or claims related to these project agreements between the contractor and the City.

II. DISCUSSION:

A. Calle Ocho / Concha Loma Drive Intersection Improvements Project No. 15020

The project scope included traffic control, hardscape and vegetation removal and export of materials; erosion control, subgrade preparation compaction and testing; asphalt berm and conforms, concrete ramp, decomposed granite pathway, roadway striping, and coordination with the public.

B. Carpinteria Avenue and Santa Ynez / 7th Street Intersection Improvements Project No. 15024

The project scope included traffic control, erosion control, grading, hardscape and vegetation removal and export of materials; subgrade preparation compaction and testing; concrete curb and gutter, driveway, sidewalk and curb ramps; asphalt pavement grind and overlay, traffic signal modifications, storm drain modifications, roadway striping and signage, and coordination with the public.

C. Santa Ynez Avenue Pedestrian Improvements Project No. 15035

The project scope included traffic control, erosion control, grading, hardscape and vegetation removal and export of materials; subgrade preparation compaction and testing; concrete curb and gutter, asphalt pavement, roadway striping, and coordination with the public.

During the entire construction phase of these projects, access to local residential properties was maintained. Berry General Engineering Contractors, Inc. and the Department of Public Works coordinated all construction activities with affected residents, reducing the potential negative impacts from the scheduled work activities. The City conducted inspections throughout the construction process in order to ensure compliance with the plans and specifications. These projects were completed within the working days allocated by the contract including a seven (7) calendar day extension by change order.

II. POLICY:

As required by the contracts for these three projects, the contractor and the City need to sign the Closeout Agreements and Release of Claims to complete the projects. The Department of Public Works, after inspection of the contractor's work during and after these three projects, is satisfied that the Contractor completed the projects per the projects' plans and specifications and recommends that the City Council execute the three Closeout Agreements. The Contractor has indicated that there are no pending claims for any of these three projects.

III. FINANCIAL CONSIDERATIONS:

A. Calle Ocho / Concha Loma Drive Intersection Improvements Project No. 15020

The initial project contract cost was \$51,508.50. With minor adjustments in the actual quantities of materials used on the project, the total construction cost of the project totaled \$56,294.89, under the City Council approved budget. This project was funded by Measure A Funds (Safe Route to School Grant and other Measure A Funds). The purpose for the

performance bond (\$51,508.50) was to cover the cost of the project in the event it was not completed by the contractor. It is recommended that the performance bond be released with the project completion and agreement closeout.

B. Carpinteria Avenue and Santa Ynez / 7th Street Intersection Improvements Project No. 15024

The initial project contract cost was \$153,190.50. With minor adjustments in the actual quantities of materials used on the project, the total construction cost of the project totaled \$167,054.27, under the City Council approved budget. This project was funded by Measure A Funds (Safe Route to School Grant and other Measure A Funds). The purpose for the performance bond (\$153,190.50) was to cover the cost of the project in the event it was not completed by the contractor. It is recommended that the performance bond be released with the project completion and agreement closeout.

C. Santa Ynez Avenue Pedestrian Improvements Project No. 15035

The initial project contract cost was \$86,605.00. With minor adjustments in the actual quantities of materials used on the project, the total construction cost of the project totaled \$96,573.58, under the City Council approved budget. This project was funded with the combination of Proposition 1B and general Measure A funding. The purpose for the performance bond (\$86,605.00) was to cover the cost of the project in the event it was not completed by the contractor. It is recommended that the performance bond be released with the project completion and agreement closeout.

IV. ATTACHMENTS:

Attachment A – Closeout Agreement and Release of Claims for Project No. 15020
Attachment B – Closeout Agreement and Release of Claims for Project No. 15024
Attachment C – Closeout Agreement and Release of Claims for Project No. 15035

ATTACHMENT A

O. CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 12th day of, November, 2013, by and between the City of Carpinteria, (City), and Berry General Engineering Contractors, Inc. (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of Fifty One Thousand Five Hundred Eight and 50/100 dollars (\$51,508.50), for the original Contract amount, and the sum of Four Thousand Seven Hundred Eighty Six and 39/100 dollars (\$4,786.39) for Contract Change Orders Nos. One (1) through Two (2), receipt of which is acknowledged, does release and forever discharge City, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against City by reason of any matter or thing which was the subject matter of or basis for:

A. The performance of all terms and conditions of that certain agreement dated July 22, 2013, for City, project described as Calle Ocho and Concha Loma Drive Intersection Improvements Project, City Project No. 15020.

B. Change Orders Nos. One (1) through Two (2), as approved by the parties, pertaining to Purchase Order No. NONE and shown in Payment Request No. NONE (NONE), dated NONE.

2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of City or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.

3. City has received the following claims from Contractor NONE. Except as expressly provided in this section, City has received no other claims from Contractor.

4. Upon execution of this Agreement, City agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.

5. Contractor and City agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price	\$51,508.50
Original Calendar Days	30 days
Adjusted Contract Price	\$56,294.89
Adjusted Calendar Days	37 days

6. The current amount owing to Contractor is:

Adjusted Contract Price:	\$56,294.89
Less: Amount Previously Paid	\$(0)
Retention	\$(0)
BALANCE:	\$56,294.89

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against City based on, arising out of, or in any way connected with the subject matter of this release.
9. Except as specifically provided in this Agreement, the Contractor releases City from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
10. The Contractor represents and warrants to City that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless City, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.
13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

APPROVED AS TO FORM:

CITY OF CARPINTERIA
a Municipal Corporation

City Attorney

Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

City Engineer

Authorized Signature

Title

ATTEST:

City Clerk

ATTACHMENT B

O. CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 12th day of, November, 2013, by and between the City of Carpinteria, (City), and Berry General Engineering Contractors, Inc. (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of One Hundred Fifty Three Thousand One Hundred Ninety and 50/100 dollars (\$153,190.50), for the original Contract amount, and the sum of Thirteen Thousand Eight Hundred Sixty Three and 77/100 (\$13,863.77) for Contract Change Orders Nos. One (1) through Four (4), receipt of which is acknowledged, does release and forever discharge City, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against City by reason of any matter or thing which was the subject matter of or basis for:

A. The performance of all terms and conditions of that certain agreement dated June 24, 2013, for City, project described as Carpinteria Avenue and Santa Ynez / 7th Street Intersection Improvements Project, City Project No. 15024.

B. Change Orders Nos. One (1) through Four (4), as approved by the parties, pertaining to Purchase Order No. NONE and shown in Payment Request No. NONE (NONE), dated NONE.

2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of City or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.

3. City has received the following claims from Contractor NONE. Except as expressly provided in this section, City has received no other claims from Contractor.

4. Upon execution of this Agreement, City agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.

5. Contractor and City agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price \$153,190.50

Original Calendar Days 45 days

Adjusted Contract Price \$167,054.27

Adjusted Calendar Days 52 days

6. The current amount owing to Contractor is:

Adjusted Contract Price: \$167,054.27

Less: Amount Previously Paid \$(0)

Retention \$(0)

BALANCE: \$167,054.27

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective

and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against City based on, arising out of, or in any way connected with the subject matter of this release.
9. Except as specifically provided in this Agreement, the Contractor releases City from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
10. The Contractor represents and warrants to City that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless City, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.
13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

APPROVED AS TO FORM:

CITY OF CARPINTERIA
a Municipal Corporation

City Attorney

Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

City Engineer

Authorized Signature

Title

ATTEST:

City Clerk

ATTACHMENT C

O. CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 12th day of, November, 2013, by and between the City of Carpinteria, (City), and Berry General Engineering Contractors, Inc. (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of Eighty Six Thousand Six Hundred Five and 00/100 dollars (\$86,605.00), for the original Contract amount, and the sum of Nine Thousand Nine Hundred Sixty Eight and 58/100 dollars (\$9,968.58) for Contract Change Orders Nos. One (1) through Two (2), receipt of which is acknowledged, does release and forever discharge City, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against City by reason of any matter or thing which was the subject matter of or basis for:

A. The performance of all terms and conditions of that certain agreement dated July 22, 2013, for City, project described as Santa Ynez Pedestrian Improvements Project, City Project No. 15035.

B. Change Orders Nos. One (1) through Two (2), as approved by the parties, pertaining to Purchase Order No. NONE and shown in Payment Request No. NONE (NONE), dated NONE.

2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of City or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.

3. City has received the following claims from Contractor NONE. Except as expressly provided in this section, City has received no other claims from Contractor.

4. Upon execution of this Agreement, City agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.

5. Contractor and City agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price \$86,605.00

Original Calendar Days 30 days

Adjusted Contract Price \$96,573.58

Adjusted Calendar Days 37 days

6. The current amount owing to Contractor is:

Adjusted Contract Price: \$96,573.58

Less: Amount Previously Paid \$(0)

Retention \$(0)

BALANCE: \$96,573.58

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

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9. Except as specifically provided in this Agreement, the Contractor releases City from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
10. The Contractor represents and warrants to City that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless City, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.
13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

APPROVED AS TO FORM:

CITY OF CARPINTERIA
a Municipal Corporation

City Attorney

Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

City Engineer

Authorized Signature

Title

ATTEST:

City Clerk

STAFF REPORT
COUNCIL MEETING DATE:
November 12, 2013

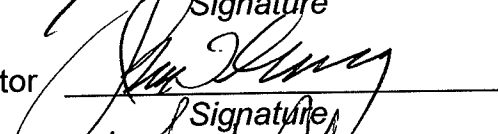
ITEM FOR COUNCIL CONSIDERATION:

1. Consider adoption of Resolution No. 5491, appropriating \$500.00 from the Tidelands Trust Fund to serve as the annual membership fee to join the California Coastal Trail Association.
2. Authorize the City Manager to submit a membership application to the California Coastal Trail Association on behalf of the City of Carpinteria

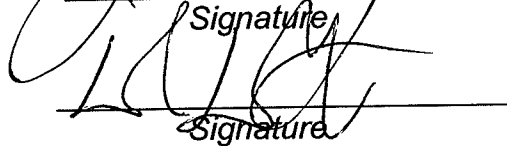
Report prepared by:
Matthew Roberts, Parks and Recreation Director


Signature

Reviewed by:
John Thornberry, Administrative Services Director


Signature

Dave Durflinger, City Manager


Signature

STAFF RECOMMENDATION:

Action Item: ✓

To adopt Resolution No. 5491 as read by title only and
Authorize the City Manager to submit a membership application to the California Coastal Trail Association on behalf of the City of Carpinteria

Sample Motion: I move to adopt Resolution No. 5491, as read by title only, and to authorize the City Manager to submit a membership application to the California Coastal Trail Association on behalf of the City of Carpinteria.

I. BACKGROUND:

The City recently received a membership solicitation to become a charter member of the California Coastal Trail Association (CCTA) , a program of Coastwalk, as a municipal member. This request was not anticipated in our budget process for 2013-14.

Coastwalk originated 28 years ago, at the instigation of longtime coastal activists Bill and Lucy Kortum. They proposed a trek along the 55-mile Sonoma County coast to draw awareness of public access and coastal preservation needs, and to publicize the fact that the Coastal Act of 1976 called for a continuous coastal trail the length of California, connecting cities and towns with natural resources and coastal parks.

Coastwalk works to ensure the right of all people to reach and responsibly enjoy the California coast. Furthermore the organization includes the following tasks as its goals.

1. Work for the completion of the California Coastal Trail.
2. Educate the public about our fragile coastline and ocean resources.
3. Help ensure public access to the coast.
4. Advocate for Coastal protection.
5. Offer multi-day educational coastal hiking adventures.
6. Encourage all kinds of people to get outside and enjoy our coast – hikers, bikers, skaters, walkers, equestrians – old, young and in between – people from every community and all walks of life.

In November of 2012 Coastwalk was awarded a new grant from the State Coastal Conservancy. This grant is intended to fund a collaborative effort to build a network of coastal cities, counties and stakeholders that own a strand of the trail. This network will share Trail information and resources, working together to complete the California Coastal Trail. With this grant, Coastwalk is building a coalition of local coastal governments to collaborate on the effort to complete the California Coastal Trail by forming the CCTA.

The City of Carpinteria can benefit from a membership in Coastwalk. Benefits include promotion of Carpinteria's coastal trail and providing of maps and trail resources for the public. In addition, Carpinteria can benefit from Coastwalk's efforts to conduct educational day hikes, annual conferences and volunteer programs.

On Friday, October 11, City Staff met with Ms. Una Glass in Carpinteria. Ms. Glass is the Executive Director of Coastwalk. The visit included a brief tour of the coastal trail resources in Carpinteria and a discussion about the advocacy CCTA could provide the City in helping with seeking grants, promoting tourism and marine environmental education.

Additional information can be found at the Coastwalk website <http://coastwalk.org/>

II. POLICY:

The City's General Plan supports the planning, acquisition and development of the local coastal trail.

The City's General Plan and Local Coastal Plan policy OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members.

Policy OSC-14a requires improved public access to coastal recreational areas.

Policies OSC-14d and 14e encourage recreational opportunities along coastal areas, including the beach.

Policies OSC-15a, 15b and 15c encourage the development of trail facilities throughout the City, as well as the enhancement of existing trails.

Implementation policies 52 through 65 provide for the development of new recreational facilities, parks and trails throughout the City, and identify funding sources for these facilities.

Additionally, the proposed membership in the CCTA provide assistance to pursue trail installation objectives described in the City's Carpinteria Bluffs Coastal Access, Recreation and Open Space Master Program that was adopted by the City Council on November 8, 1996. This program defines objectives for completing a coastal trail throughout the bluffs planning area.

III. FINANCIAL CONSIDERATIONS:

The requested annual membership fee for a city with a population of between 5,001 and 25,000 residents is \$500.00. The Tidelands Trust Fund has adequate reserves to fund the \$500 membership fee. An appropriation request for future year memberships will be considered during the annual budget process.

No General Fund monies are required to complete the recommended action.

The City's park and trail system has immense economic value. Nationwide, it has been clearly demonstrated that parks contribute to a city's revenues through the enhancement of property values and tourism. Less measurable but still important economic benefits from parks and recreational uses include air pollution reduction, improved water quality, environmental, public health and safety, aesthetic, community identity and socialization benefits.

IV. LEGAL ISSUES:

No legal issues are presented.

V. ALTERNATIVE:

The City Council could decline to join the CCTA.

VI. ATTACHMENTS:

- A. Resolution No. 5491
- B. CCTA promotional Materials

RESOLUTION NO. 5491

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
AUTHORIZING AN APPROPRIATION OF \$500 FROM THE TIDELANDS TRUST
FUND TO SERVE AS THE MEMBERSHIP FEE AND AUTHORIZING THE CITY
MANAGER TO SUBMIT A MEMBERSHIP APPLICATION TO THE CALIFORNIA
COASTAL TRAIL ASSOCIATION ON BEHALF OF THE CITY OF CARPINTERIA.**

WHEREAS the California Coastal Trail is used, enjoyed and supported by residents of Carpinteria; and

WHEREAS California Coastal trail is an important recreational asset along the Carpinteria coastline and provides public access to the coast as is required by California law, and

WHEREAS the California Coastal trail benefits people from all income groups, age groups and ethnic groups by providing access to the coast and the opportunity to enjoy its beauty; and

WHEREAS the reach of California Coastal Trail in Carpinteria has many unique points of interest, valuable marine, geological and ecological resources and stunning natural beauty; and

WHEREAS the California Coastal Trail Association is a program of Coastwalk California and is an organization of jurisdictions and stakeholders that own a portion of, or have a stake in, the success of the California Coastal trail, and the City of Carpinteria includes California Coastal Trail segments; and

WHEREAS the purpose of the California Coastal Trail Association is to: expand awareness and use of the California Coastal trail; promote tourism and economic development related to the Trail; and help California Coastal trail owners and managers with information, mapping and support so that they can be successful in funding, completing, managing and promoting their California Coastal trail segment; and

WHEREAS Charter members of California Coastal Trail Association will participate in setting the direction of the California Coastal Trail Association for many years to come.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CARPINTERIA AS FOLLOWS,**

SECTION 1.

The above recitals are true and correct and are incorporated herein as set forth in full.

SECTION 2.

The City Council approves appropriation of \$500.00 from the Tidelands Trust Fund to serve as an annual membership fee to join the California Coastal Trail Association and hereby authorized the City manager to submit a membership application to the California Coastal Trail Association on behalf of the City of Carpinteria.

PASSED, APPROVED AND ADOPTED this 12th day of November 2013, by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Mayor, City of Carpinteria

Attest:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 12th day of November 2013.

City Clerk

Approved as to form:

City Attorney

CCTA

California Coastal Trail Association



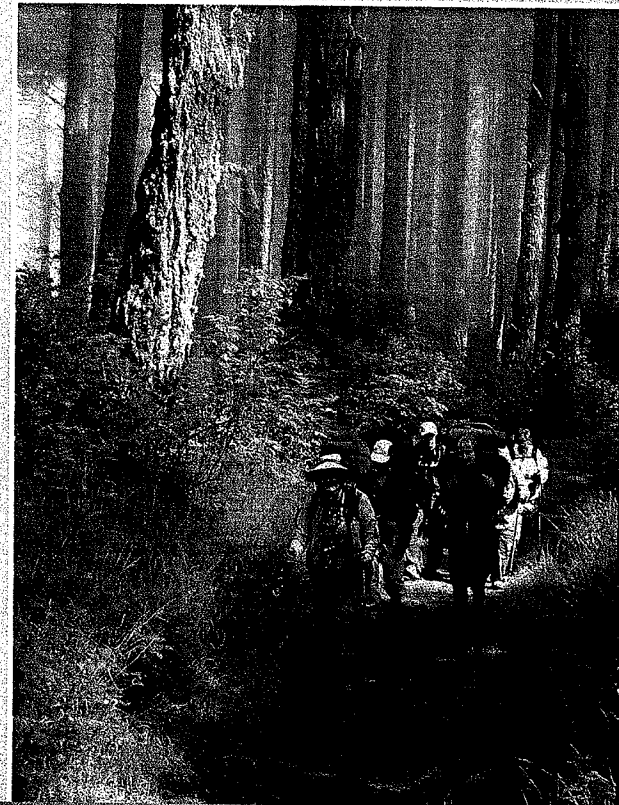
A new program from Coastwalk California





Our new program...

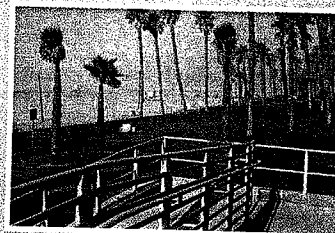
Coastwalk California, with help and funding from the State Coastal Conservancy, is working to develop a collaborative network of cities, counties and other agencies that own a strand of the California Coastal Trail. Coastwalk is also receiving technical assistance from the National Park Service for this project. This network will share Trail information and resources, working together to ensure that the Trail has the wherewithal and plans needed to realize its completion. This step is absolutely necessary not only to manifest the vision of a continuous unbroken trail, but also to ensure the long term protection of California's coastline.



Let's work together to make the California Coastal Trail the renowned world class destination it is meant to be...

- The California Coastal Trail (CCT) is an official Trail of the State of California, and when complete, will run unbroken the entire length of California's 1,200 mile coastline, from Oregon to Mexico.
- The Coastal Conservancy was designated by the California legislature as the lead agency to plan, implement and promote the CCT.
- The State Coastal Conservancy is funding Coastwalk to establish a California Coastal Trail Association (CCTA).
- The Association will bring together everyone who owns a segment or has a stake in the CCT—cities, counties, local agencies, land trusts and other stakeholders.
- The Purpose of the CCTA is to:
 - Expand awareness and use of the CCT
 - Promote tourism and economic development related to the CCT
 - Help CCT owner/managers with information, mapping and support so they can be successful in funding, completing, managing and promoting their trail segment.



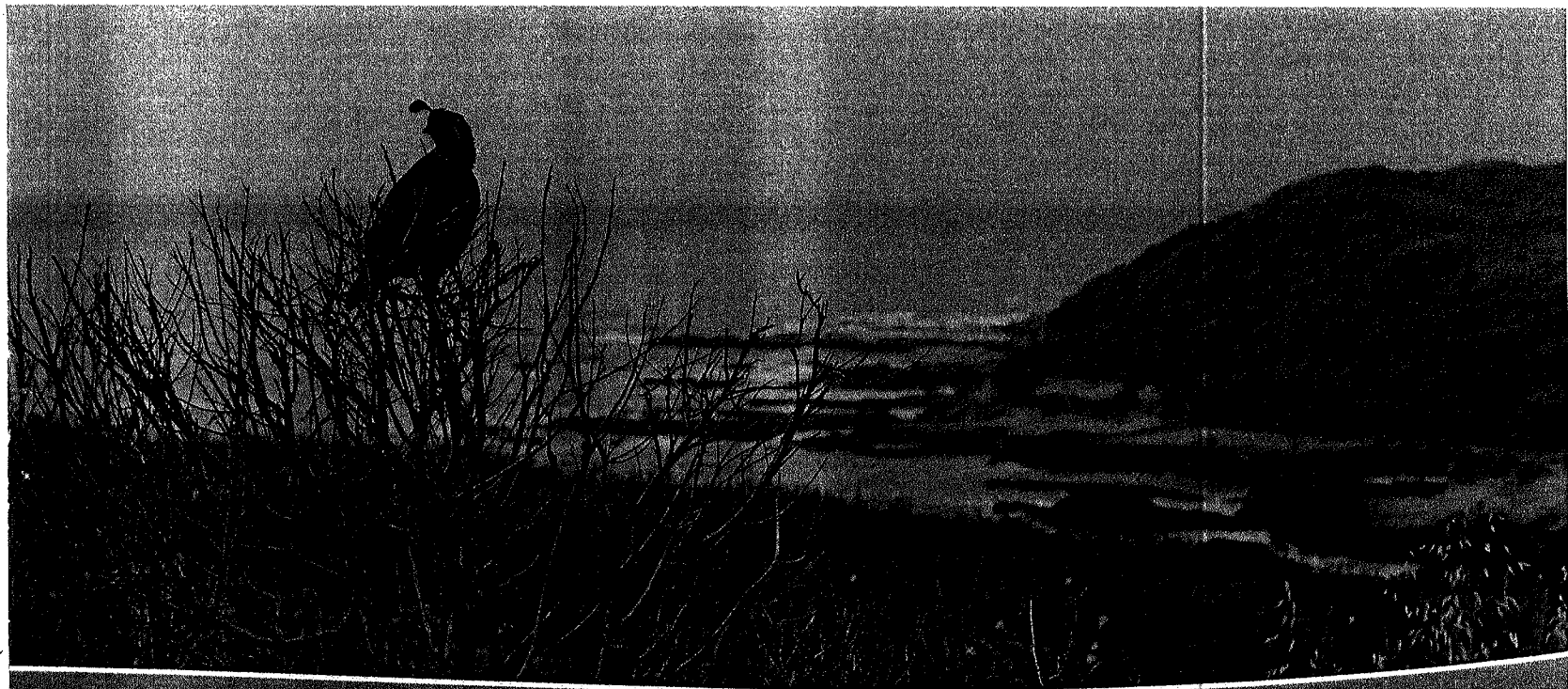


The Coastal Trail provides healthy recreation for people from every walk of life—a chance to get outside and revel in the beauty that is coastal California.

The California Coastal Trail is in places urban, for example the promenade in Santa Monica, and in other areas very remote, such as the Lost Coast in Humboldt County. It provides for many types of uses depending on location—hiking, backpacking, walking, cycling, skating, equestrian. In some regions it is both a recreational and a transportation trail. Its variety is what makes it so wonderful. It is a tremendous asset to the people of California and Coastwalk's aim is to encourage its use and to provide resources that make it a richer experience and more accessible for everyone.

The California Coastal Trail will be a braided network of interconnecting trails and routes spanning California's entire coast. Some strands of the braid will be improved multi-use trails open to hikers, bicyclists, equestrians, and mobility challenged users. Some strands will be light use, especially in sensitive habitat areas. Some will be rugged wilderness paths, others unimproved routes along beaches and yet others paved bicycle pathways. The CCT is currently approximately two-thirds complete.

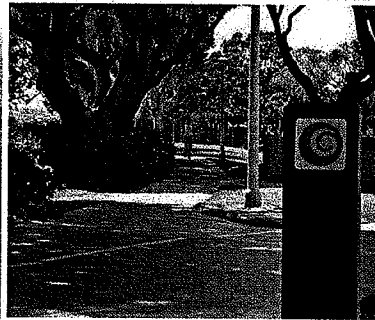


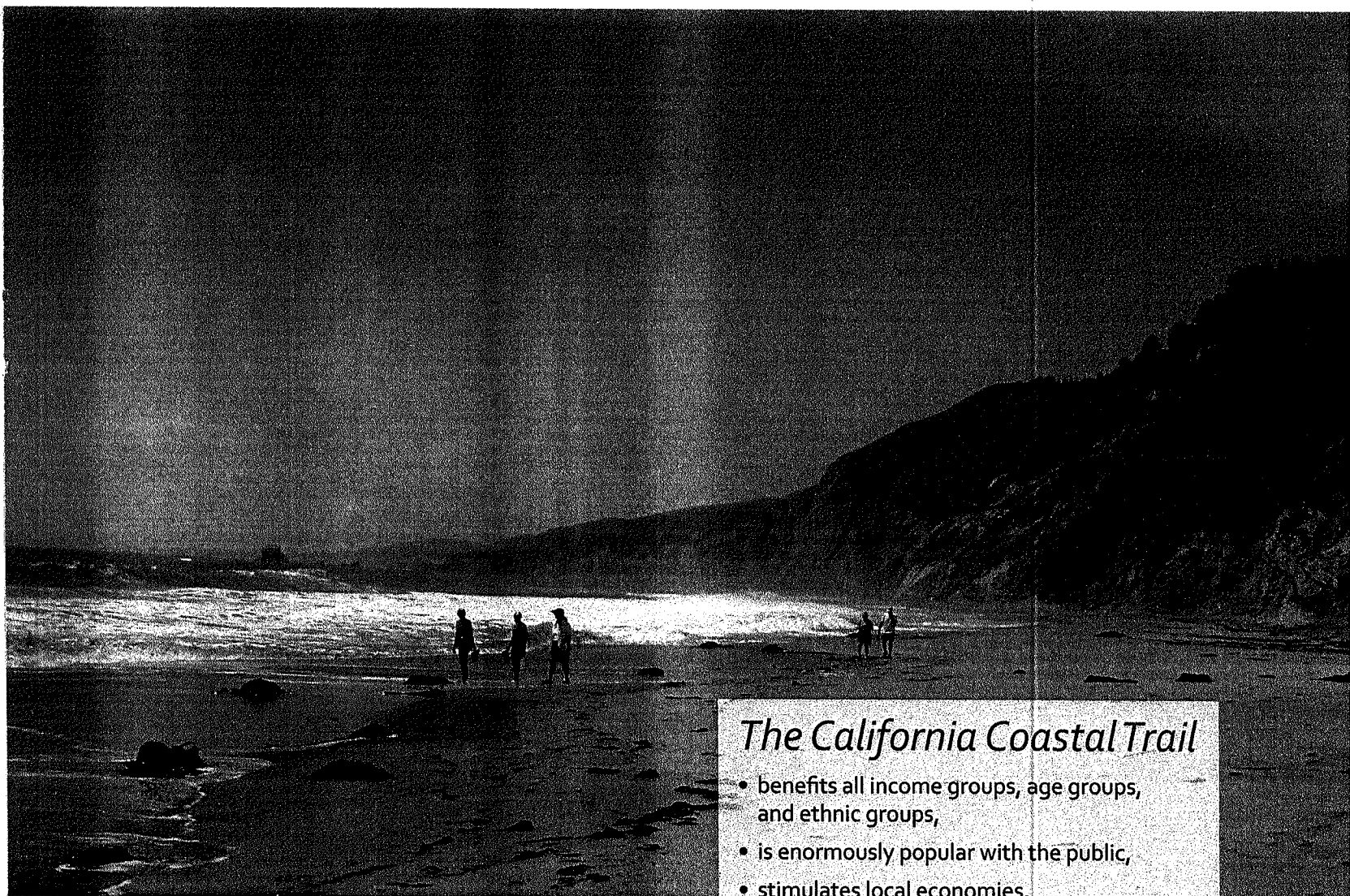


Other states have lost the beauty of their coastlines

to badly planned development. Thankfully, due to the hard work of many, our coast is a jewel to be enjoyed and is a huge economic asset, generating billions in tourism dollars and producing billions more from the outdoor recreation industry. The California Coastal Trail is used by millions of people every year. The California coast is recognized world wide as a very special place.

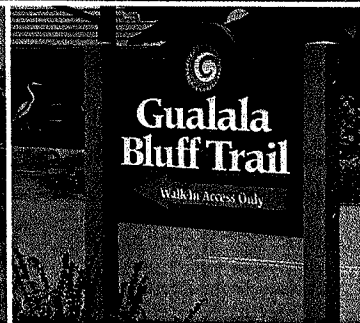
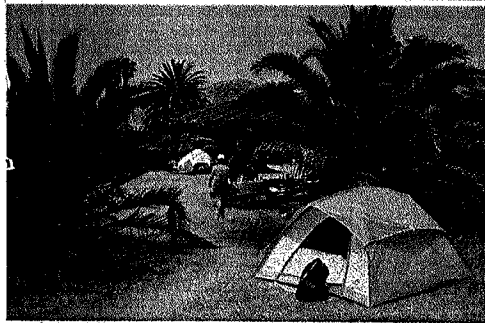
Coastwalk Coastal Trail events in San Diego, San Mateo, the Capitol in Sacramento, and Pismo Beach.





The California Coastal Trail

- benefits all income groups, age groups, and ethnic groups,
- is enormously popular with the public,
- stimulates local economies,
- provides for healthy recreation,
- attracts business to your area,
- is a tourist destination,
- increases property values,
- supports sales tax revenue,
- and is just plain fun!



About the CCTA

The CCTA will promote tourism and publicize the CCT as a destination by:

Showcasing the trail to the public on web sites, social media, and general publicity,

Providing maps and trail resources for the public, promoting its use,

Featuring individual community events, businesses and destination points in its Association promotions.

The CCTA will provide many other benefits to its members including:

An Annual CCT conference for information sharing, staff education, and development of regional strategies,

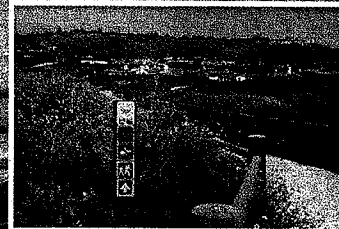
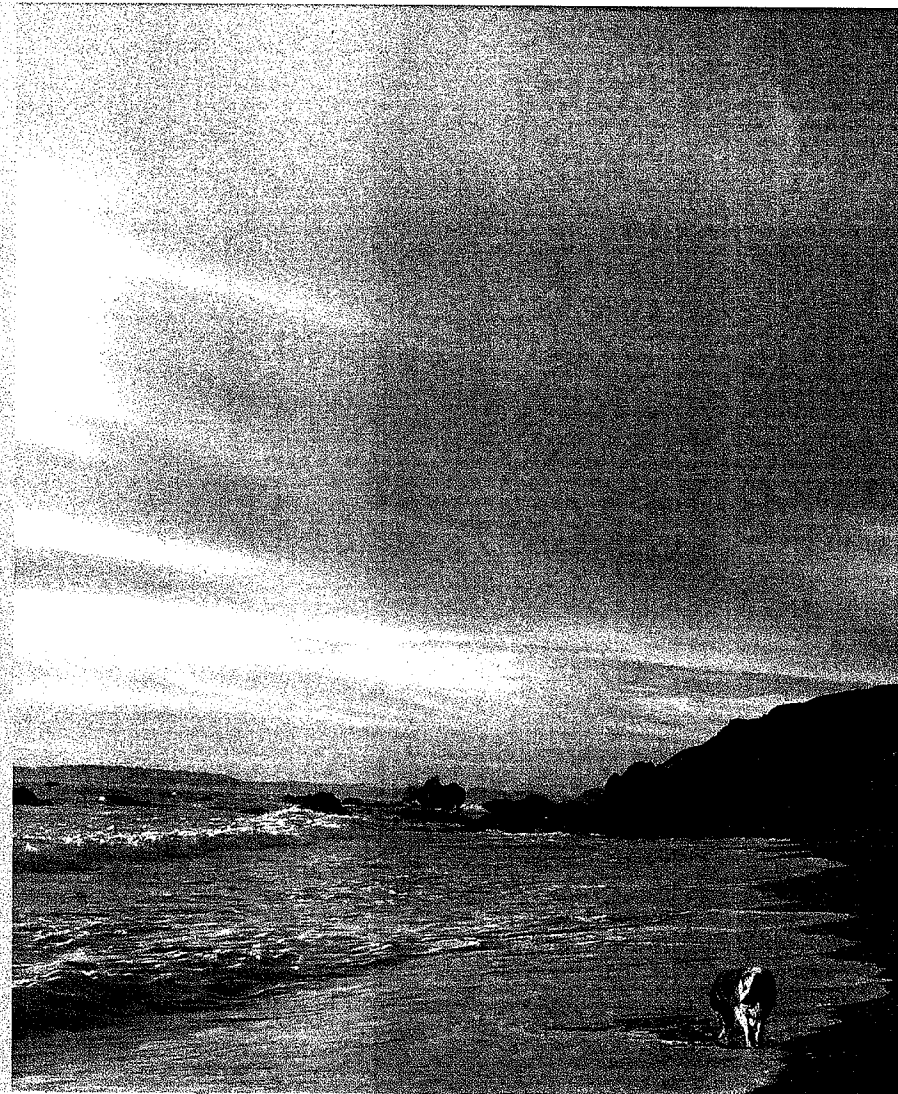
Information and mapping tools to track CCT progress in local areas,

Facilitating collaboration between public agencies,

Identifying funding sources and enabling CCT owner agencies to act as a coalition,

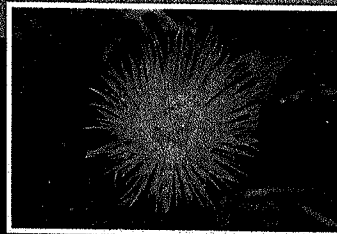
Connecting stakeholder groups with local government to facilitate public support and Trail promotion,

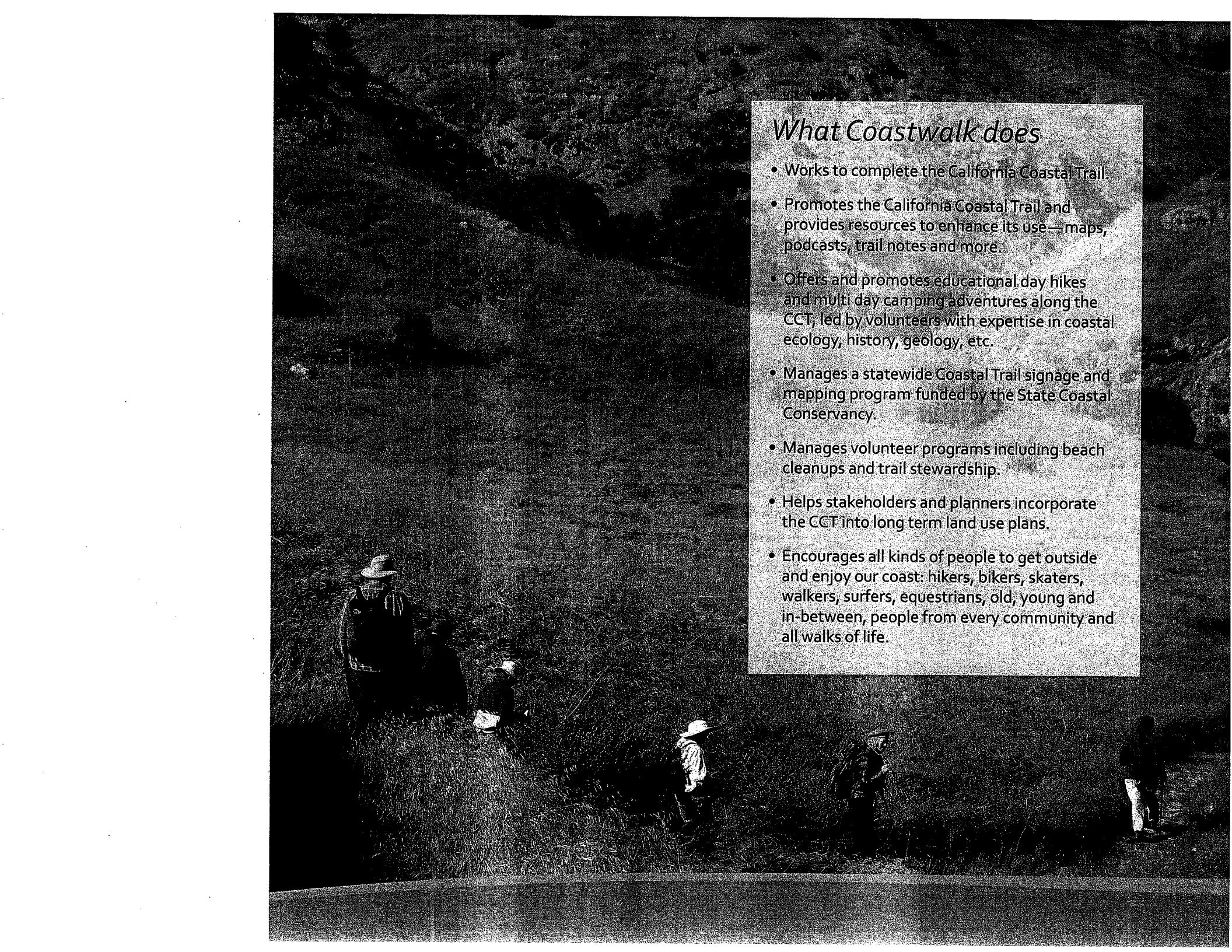
and much more....



Charter members will help to define the programs and services offered by the CCTA based on the needs of their communities.

- Annual membership fees have been set based by population. Membership fees are eligible to be paid from TOT (bed tax) funds.
- Charter Membership Fees will be matched dollar for dollar by the Coastal Conservancy, thereby leveraging the investment.
- Complete the enclosed membership form and return in the pre-addressed envelope OR go to www.coastwalk.org/join-us.
- Join today and let's start working together to maximize the benefits of the CCT in your community.





What Coastwalk does

- Works to complete the California Coastal Trail.
- Promotes the California Coastal Trail and provides resources to enhance its use—maps, podcasts, trail notes and more.
- Offers and promotes educational day hikes and multi day camping adventures along the CCT, led by volunteers with expertise in coastal ecology, history, geology, etc.
- Manages a statewide Coastal Trail signage and mapping program funded by the State Coastal Conservancy.
- Manages volunteer programs including beach cleanups and trail stewardship.
- Helps stakeholders and planners incorporate the CCT into long term land use plans.
- Encourages all kinds of people to get outside and enjoy our coast: hikers, bikers, skaters, walkers, surfers, equestrians, old, young and in-between, people from every community and all walks of life.



Coastwalk California History

Coastwalk California was founded in 1983 and is a statewide 501 (c)3 organization established by individuals who were instrumental in the passage of Proposition 20, the California Coastal Initiative. Every year since its founding, Coastwalk has held camping and hiking expeditions, called "Coastwalks" along California's coastline to educate the public about the coast and to have fun! These adventures are led by local volunteers who share the history, beauty and science behind California's magnificent length of coastline. Over the years Coastwalk has matured and expanded its Mission and Vision. The Coastwalk Board gradually grew and now includes members from throughout the State. Coastwalk continues to hold its iconic "Coastwalks" as well as other programs directed at connecting the public with the coast. Our primary focus is promoting and completing the California Coastal Trail.

*Please join us...and we will work together to finish
and promote this invaluable economic, recreational,
and healthy public asset.*



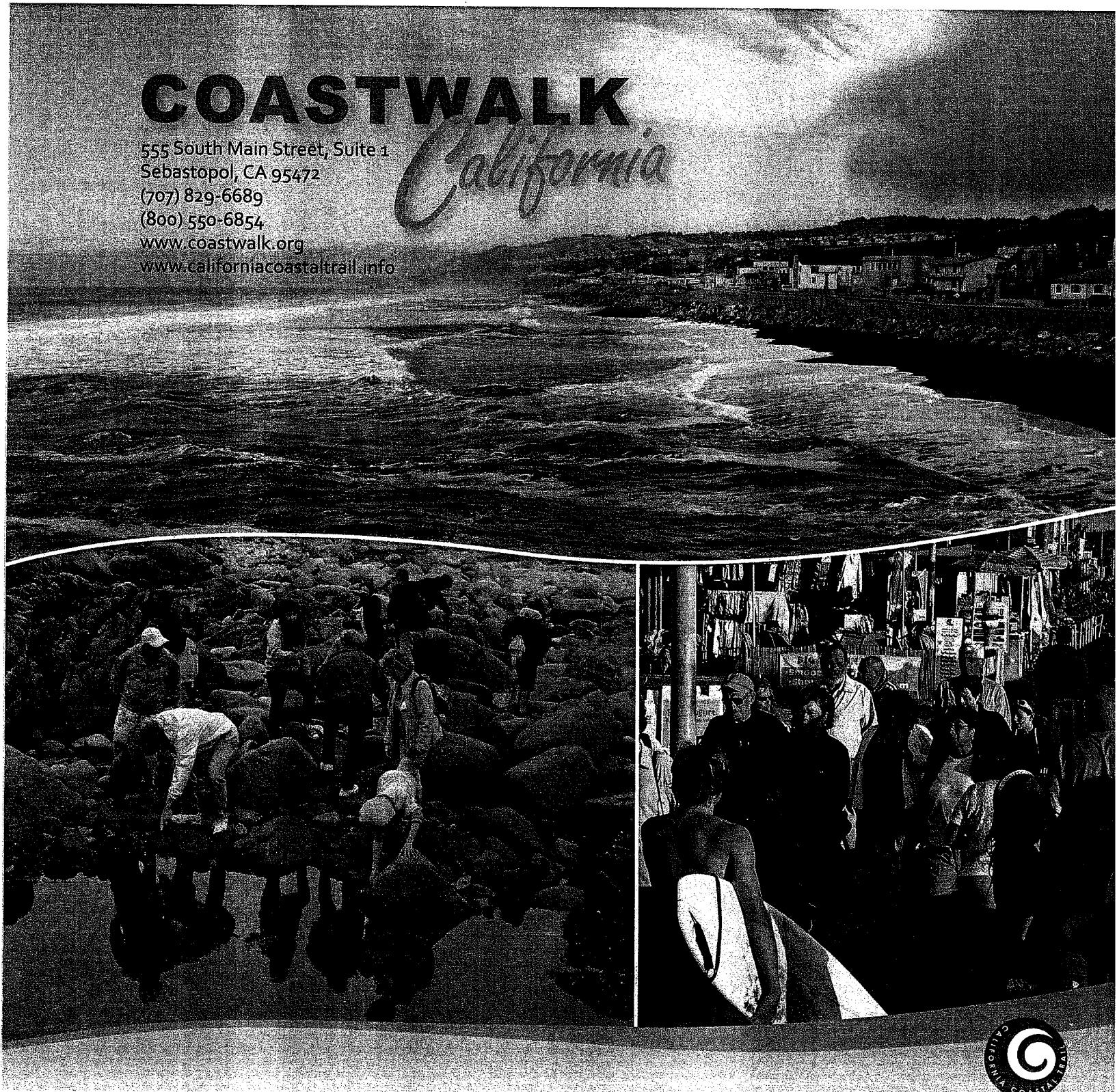
*Thank you to our partner
the Coastal Conservancy
for funding and support.*



COASTWALK

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California



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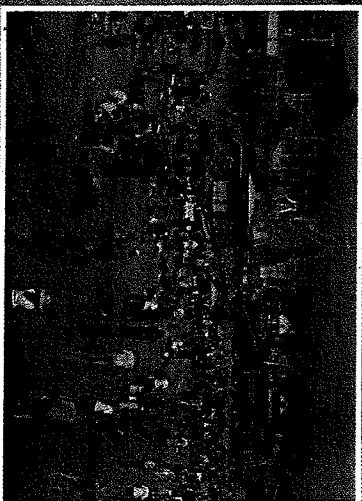
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