

City of Carpinteria
City Council Regular Meeting Agenda
Monday, November 25, 2013
Council Chamber, 5775 Carpinteria Avenue, Carpinteria

4:45 p.m. Closed Session – 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:**

4:45 p.m.

CALL TO ORDER

ROLL CALL

CLOSED SESSION

Conference with Real Property Negotiator(s) – Government Code Section 54956.8

Property: Assessor's Parcel No. 004-105-015. Property located on Linden at the railroad.

Negotiating Party/Property Owner: Union Pacific Railroad/Southern Pacific Railroad Corporation

Agency Negotiators: Dave Durflinger, City Manager; Matt Roberts, Parks and Recreation Director; and Dylan Johnson, Deputy City Attorney.

Under Negotiation: price and/or terms of purchase agreement.

PUBLIC COMMENT ON CLOSED SESSION MATTER

TEMPORARY ADJOURNMENT TO CLOSED SESSION

5:30 p.m.

CALL BACK TO ORDER

CLOSED SESSION REPORT

5:31 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

5:32 p.m.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Presentation of the City's fall 2013 Outstanding Community Partner award to The Carpinteria Children's Project.
2. Presentation by THRIVE Carpinteria, a public-private partnership aimed at ensuring that every student graduates from Carpinteria Unified School District prepared to enter post-secondary education or a career of their choice.

5:47 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:50 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.

5:53 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.

6:08 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.

3. Minutes of the regular meeting held November 12, 2013.

4. Expenditures for the period ending November 19, 2013.
5. Consider Canceling the Regular City Council meeting of December 23, 2013.
6. Adopt Resolution No. 5493, as read by title only, A Resolution of the City Council of the City of Carpinteria Declaring the Vehicles Listed as Surplus Assets and Authorizing Disposal.
7. Approval of Updated closeout Agreements and Release of Claims for City Maintenance Project Nos. 15020, 15024, and 15035

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING: NONE

OTHER BUSINESS:

6:10 p.m.

8. Approval of an Implementation Agreement that carries out provisions of a 1997 Memorandum of Understanding with Silver Sands Mobile Home Park. The Agreement includes, but is not limited to, the following additional actions by the City Council: 1) Authorization of Acceptance of a Grant Deed to finalize a Lot Line Adjustment, 2) Approval of Street Easement Vacation Resolution No. 5492, and 3) Approval of summary vacation for street easements and execution of a Quitclaim Deed for the vacated street easements.

Recommendation: That the City Council approve the Implementation Agreement, accept the Grant Deed required to finalize a Lot Line Adjustment and approve Street Easement Vacation Resolution No. 5492, as read by title only, and quitclaim of street areas within the adjusted boundaries of Silver Sands Village Mobile Home Park.

Staff presenter: Charlie Ebeling, Public Works Director

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

6:40 p.m.

9. Union Pacific Railroad Three-way Lot Split, TPM 25,192 Final Map Clearance, Project No. 13-1663-TPM/CDP

Recommendation: Authorize the recordation of Parcel Map 25,192.

Staff presenter: Matt Roberts, Parks and Recreation Director

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

- 6:55 p.m. 10. Approval and Adoption of Ordinance No. 665 Replacing Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management, in its Entirety

Recommendation: Approve and adopt Ordinance No. 665, as read by title only (first reading), replacing in its entirety Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management, and continue this item to the City Council meeting of December 9 for final adoption of Ordinance 665 (Second reading).

Staff presenter: Erin Maker, Environmental Coordinator

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

- 7:15 p.m. 11. Authorization of the Director of Public Works to Advertise City Maintenance Project No. 15041, Santa Ynez Avenue Sidewalk Improvements and Guardrail Repairs, for Informal Bid

Recommendation: Authorize the Public Works Director to advertise City Maintenance Project 15041, Santa Ynez Avenue Sidewalk Improvements and Guardrail Repairs, for informal bid.

Staff presenter: Charlie Ebeling, Public Works Director

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

7:25 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: 30 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, December 9, 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 Wednesday, November 20, 2013, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEM FOR COUNCIL CONSIDERATION:

Presentation of the City's fall 2013 Outstanding Community Partner award to The Carpinteria Children's Project.

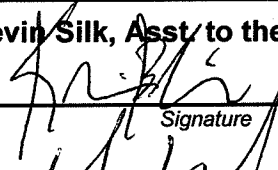
Report prepared by:

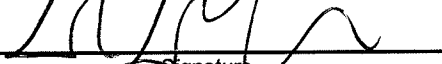
Kevin Silk, Asst. to the City Manager

Department: Administration

Reviewed by:

City Manager



Signature


Signature

STAFF RECOMMENDATION:

Action Item ☐ ; Non-Action Item ☒

Present the City's fall 2013 Outstanding Community Partner award to The Carpinteria Children's Project.

I. BACKGROUND:

The purpose of the City's Outstanding Community Partner program is to recognize *businesses, organizations, and individuals that provide:*

- *Extraordinary service and/or assistance to a disadvantaged segment of the community (e.g., seniors, youth, economically disadvantaged, etc.)*
- *Exceptional leadership / participation in a community based event, activity, project and/or organization*
- *A significant aesthetic, accessibility related and/or environmental improvement to the community*
- *Community philanthropic efforts*

The Carpinteria Children's Project has been selected as the City's fall 2013 Community Partner Award recipient.

The Carpinteria Children's Project opened its doors in 2009 at the former Main School campus in Carpinteria. Led by Director Maria Chesley Fisk and the valuable staff, The Carpinteria Children's Project is an integral part of the THRIVE collaborative; supporting children from cradle to career.

The Children's Project also has the goal of providing a variety of services to families and children—from the prenatal stage through third grade—to address a variety of needs including health, pro-social behaviors, and language development.

Even before they enter Kindergarten, some children lack the necessary preparation to succeed in their early school years; in essence they are not as prepared as others, which leads to a "readiness gap". This in turn can lead to academic struggles and low self-esteem in the important early years of education. The Children's Project aims to close this "readiness-gap" by providing a range of community services and opportunities for families and youth of Carpinteria and Summerland. On-site service providers include Carpinteria Unified School District, Carpinteria Education Foundation, Main Family Resource Center, Santa Barbara County, Community Action Commission, Family Services Agency, CALM, and the Council on Alcohol and Drug Abuse.

The services available through these organizations include pre-school, parent and family classes, counseling, a health services nurse, access to nutritious foods, Medi-Cal, referrals, etc. The Children's Project also has pre-schools at both Canalino and Aliso elementary schools. The work of the Children's Project is truly a team effort. In addition to onsite service organizations, partners and funders include First 5 Santa Barbara, Cottage Health Systems, United Way of Santa Barbara County, and the following foundations: J.S. Bower, Hutton, William and Lottie Daniel, Wood-Claeysens, La Centra Summerlin, Orfalea, and the Santa Barbara Foundation.

The City Congratulates The Carpinteria Children's Project as well as their partners and funders as the City's fall 2013 Outstanding Community Partner and for their collective efforts in preparing Carpinteria and Summerland area children and families for success.

II. PRINCIPAL PARTIES EXPECTED AT MEETING:

Carpinteria Children's Project Director Maria Chesley Fisk and staff

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Tuesday, November 12, 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
Erin Maker, Environmental Coordinator
Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer
Matt Roberts, Parks and Recreation Director

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: NONE

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: NONE

CITY MANAGER'S REPORT

- Reminder to people hiking on the Franklin Trail to bring water with them
- Freeway Interchanges Project Update:
 - Project drawings are 95% complete and ready to be submitted for development review process
 - Caltrans and City staff reviewed the construction phasing plan
 - Local Coastal Plan Amendment and environmental clearance are underway and will be submitted to the Local Coastal Plan Commission next Spring

- Project involves the following projects: funding for Rincon Trail Project, connection access trail between eastern Carpinteria Avenue and the Bluffs down to the County park, Santa Claus Lane Trail Project connecting western Carpinteria Avenue, and Community Garden Project
- Bid, award, and construction expected in early 2015 and completion expected in early 2019
- Paredon Project application update for the proposed oil drilling operation at Carpinteria Oil and Gas plant operated by Veneco behind City Hall. Application was submitted to the City on June 3, 2013. The City issued an incompleteness letter on July 3. Veneco resubmitted its application on September 12. City staff determined the application is still incomplete and a letter of incompleteness was sent on October 15.
- City is seeking applications for people wishing to serve on the Community Development Block Grant Committee. Applications are available in the City Clerk's office.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Peter Bonning read from his prepared statement and noted that Rincon Designs and the Principal from Canalino School have submitted letters in support of the Carpinteria Skate Foundation's Skate Garden Project to be located on recreational zoned City property adjacent to the Amtrak Station. He also noted that he received 18 letters of support from local businesses. He presented several postcards from residents expressing support for the project. He announced that the Carpinteria Skate Foundation would host a Community Development Forum on November 20, 2013, at 6:00 p.m. at the Women's Club where the feasibility study will be presented.

AGENDA MODIFICATIONS:

Dave Durflinger, City Manager, noted that the Public Works Director submitted a memorandum in regards to Item 5 for minor changes associated with that item.

CONSENT CALENDAR

Motion by Councilmember Shaw, seconded by Councilmember Nomura, to approve the Consent Calendar.

Upon voice vote, motion carried unanimously.

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:

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.

Dave Durflinger, City Manager, presented the staff report.

Bill Connell, local hot dog vendor, spoke in support of authoring the letter of support for Assembly Bill 919.

Motion by Councilmember Clark, seconded by Councilmember Shaw, to 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.

Upon voice vote, motion carried unanimously.

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.

Erin Maker, Environmental Coordinator, presented the staff report and PowerPoint presentation. She responded to a question regarding whether the City could charge users an hourly fee and whether the City Council could revisit the fee at a later time by stating that the City could charge \$0.30 per kilowatt hour and the City could revisit the fee if use were to decrease. She also responded to a question regarding the installation of a tandem charging station by stating that the City could install another station or a station that charges multiple vehicles. She noted that the cost would be \$5,000 to \$7,000. She stated that the Community Environmental Council is working on seeking another grant for additional charging stations.

Councilmember Nomura suggested charging a sliding scale fee to serve as a disincentive for users charging their vehicles long-term. City Manager Dave Durflinger responded that he was unsure whether this technology exists; however, staff would research and provide information to the City Council for consideration in the future.

No public comment.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to 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 of \$0.30 per kilowatt hour.

Upon voice vote, motion carried unanimously.

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.

Charlie Ebeling, Public Works Director, presented the staff report and PowerPoint presentation.

Councilmember Nomura noted that the City Council previously discussed Project No. 15024 to upgrade and improve the conduit lines, lights, and signals. He inquired whether these improvements were included in the cost. Mr. Ebeling responded that these improvements would be included in the Emergency Traffic Signal Repair Project. Vice Mayor Carty inquired whether the City was exploring recouping costs from the tree company who caused the damage. Mr. Ebeling responded that staff was working with the City's insurance company to file a claim against those responsible for the power surge that caused the damage.

No public comment.

Motion by Councilmember Nomura, seconded by Councilmember Shaw, to authorize the Mayor to sign the following Closeout Agreements with the adjusted final costs as provided in the memorandum and sign the 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.

Upon voice vote, motion carried unanimously.

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.

Matt Roberts, Parks and Recreation Director, presented the staff report.

No public comment.

Motion by Councilmember Nomura, seconded by Councilmember Clark, to 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.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Councilmember Shaw reported that he participated in the League of California Cities' webinar for a discussion on changes to many State statutes and laws including infill, mixed-use development, water project funding, and homeless veterans' exemptions.

Councilmember Nomura reported that he was in Chile with the Rotary Club. He noted that the city they visited was interested in initiating environmental protection policies that have been adopted by the City of Carpinteria including plastic bag ban and no smoking regulations

ADJOURNMENT

The meeting was adjourned at 6:36 p.m. by Mayor Stein.

J. Bradley Stein, Mayor

ATTEST:

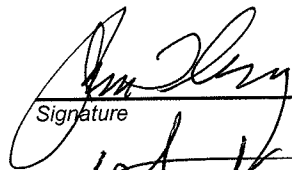
Fidela Garcia, CMC
City Clerk

STAFF REPORT
COUNCIL MEETING DATE
November 25, 2013

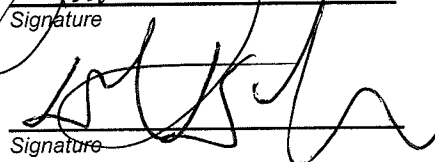
ITEM FOR COUNCIL CONSIDERATION

EXPENDITURES FOR THE PERIOD ENDING NOVEMBER 19, 2013

Report prepared by: John Thornberry,
Administrative Services Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

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 19, 2013

8:58 AM
11/19/13

CITY OF CARPINTERIA
Warrant Register
November 7 - 19, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101603	11/13/13 13:49:10	11/13/13	81802	CARPINTERIA VALLEY LU...	CARPINTERIA VAL...	ACCOUNT 164	1000101 ...	
101560	11/07/13 15:22:18	8/31/13	AUGUST 201...		CARPINTERIA VAL...	VETS HALL	4865309 ...	-18.66
					CARPINTERIA VAL...	POOL	4866308 ...	-36.43
					CARPINTERIA VAL...	TENNIS COURTS	4866308 ...	-67.55
					CARPINTERIA VAL...	POOL	4866308 ...	-9.57
					CARPINTERIA VAL...	PALM TO LINDEN TRAIL GRANT	2000261 ...	-32.29
					CARPINTERIA VAL...	FARMER'S PARCEL	2361221 ...	-33.07
					CARPINTERIA VAL...	ROW	3332308 ...	-11.25
					CARPINTERIA VAL...	ROW	3332308 ...	-9.63
					CARPINTERIA VAL...	PROJ 4865 - LIBRARY	1000251 ...	-622.19
					CARPINTERIA VAL...	IND EQUIP - VEGA	2531197 ...	-25.85
					CARPINTERIA VAL...	PROJ 4865 - LIBRARY	1000251 ...	-63.03
					CARPINTERIA VAL...	ROW	3332308 ...	-12.11
					CARPINTERIA VAL...	PROJ 4865 - LIBRARY	1000251 ...	-31.94
					CARPINTERIA VAL...	ROW	3332225 ...	-6.57
					CARPINTERIA VAL...	ROW	3332225 ...	-4.70
					CARPINTERIA VAL...	PW SUPPLIES	2531308 ...	-45.40
					CARPINTERIA VAL...	STREET LIGHTING	2923225 ...	-68.36
					CARPINTERIA VAL...	SHERIFF PHONE	1013224 ...	-4.23
					CARPINTERIA VAL...	PW SUPPLIES	2361221 ...	-3.16
					CARPINTERIA VAL...	PARKS	2361221 ...	-5.90
					CARPINTERIA VAL...	PARKS	2361221 ...	-7.05
					CARPINTERIA VAL...	ROW	3332308 ...	-6.33
					CARPINTERIA VAL...	FINANCE CHARGE	1069308 ...	-22.74
					CARPINTERIA VAL...	ROW	3332308 ...	-14.77
TOTAL								-1,162.78
101604	11/13/13 13:49:11	11/13/13	81803	CARPINTERIA VALLEY W...	CARPINTERIA VAL...	OCTOBER 2013 BILLING	1000101 ...	
101552	11/07/13 10:51:34	10/28/13	OCT 2013 BI...		CARPINTERIA VAL...	UTILITIES - CIVIC CENTER	1013312 ...	-1,280.10
					CARPINTERIA VAL...	UTILITIES - PARKING/STREETS	3332312 ...	-2,838.29
					CARPINTERIA VAL...	UTILITIES - PARKS	2361312 ...	-6,392.16
					CARPINTERIA VAL...	UTILITIES - POOL	4866312 ...	-774.73
					CARPINTERIA VAL...	UTILITIES - VETS HALL	4865309 ...	-147.82
					CARPINTERIA VAL...	PROJ 4865 - VETS HALL	1000251 ...	-300.11
TOTAL								-11,733.21
101605	11/13/13 13:49:12	11/13/13	81804		COASTAL VIEW N...	INVOICE 42013	1000101 ...	
101558	11/07/13 11:00:42	10/31/13	42013		COASTAL VIEW N...	FIRST FRIDAY	1044302 ...	-750.00
TOTAL								-750.00
101606	11/13/13 13:49:12	11/13/13	81805	DOHENY'S WATER WARE...	DOHENY'S WATER...	INVOICE #235978	1000101 ...	
101599	11/13/13 10:20:03	10/2/13	235978		DOHENY'S WATER...	POOL PUMP	4866308 ...	-200.98
TOTAL								-200.98
101607	11/13/13 13:49:13	11/13/13	81806	EDD-SDI	EDD-SDI	ACCT #776-5147-9	1000101 ...	

8:58 AM
11/19/13

CITY OF CARPINTERIA
Warrant Register
November 7 - 19, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101573	11/13/13 08:46:35	11/13/13	PAYROLL 11...		EDD-SDI	PAYROLL 11-14-13	1000223 ...	-717.78
TOTAL								-717.78
101608	11/13/13 13:49:13	11/13/13	81807	EDD-SIT	EDD-SIT	ACCT #932-0283-6	1000101 ...	
101574	11/13/13 08:46:58	11/13/13	PAYROLL 11...		EDD-SIT	PAYROLL 11-14-13	1000221 ...	-3,741.60
TOTAL								-3,741.60
101609	11/13/13 13:49:14	11/13/13	81808	HELP OF CARPINTERIA	HELP OF CARPINT...	COMMUNITY SERVICE GRANT FY13/14	1000101 ...	
101580	11/13/13 08:51:09	11/3/13	13-14 SERVI...		HELP OF CARPINT...	COMMUNITY SERVICE GRANT - FY 13/14	2734222 ...	-5,000.00
TOTAL								-5,000.00
101610	11/13/13 13:49:14	11/13/13	81809	HUGO'S AUTO DETAIL	HUGO'S AUTO DE...	VEHICLE MAINTENANCE - OCTOBER 20...	1000101 ...	
101572	11/13/13 08:45:49	11/13/13	OCT 2013 M...		HUGO'S AUTO DE...	VEHICLE MAINTENANCE - OCT 2013	1013307 ...	-105.00
TOTAL								-105.00
101611	11/13/13 13:49:15	11/13/13	81810	KRIEG, TERRY E CPA	KRIEG, TERRY E C...	FY 12-13 FINAL BILLING	1000101 ...	
101581	11/13/13 08:52:01	11/7/13	FINAL 12/13 ...		KRIEG, TERRY E C...	FY 12-13 FINAL BILLING	1014229 ...	-3,250.00
TOTAL								-3,250.00
101612	11/13/13 13:49:15	11/13/13	81811	LANDAU, DANIEL	LANDAU, DANIEL	NOVEMBER 2013 FIRST FRIDAY	1000101 ...	
101600	11/13/13 12:28:42	10/2/13	NOV 2013 FI...		LANDAU, DANIEL	NOVEMBER 2013 FIRST FRIDAY PERFO...	1044302 ...	-250.00
TOTAL								-250.00
101613	11/13/13 13:49:16	11/13/13	81812	LIVETT, ALISON	LIVETT, ALISON	PROJECT 5428 REFUND	1000101 ...	
101582	11/13/13 08:53:05	11/7/13	PROJ 5428 ...		LIVETT, ALISON	PROJ 5428 REFUND	1000251 ...	-406.50
TOTAL								-406.50
101614	11/13/13 13:49:16	11/13/13	81813	MISSION UNIFORM SERVI...	MISSION UNIFORM...	OCTOBER 2013 BILLING	1000101 ...	
101553	11/07/13 10:52:31	10/31/13	OCT 2013 BI...		MISSION UNIFORM...	OCT 2013 UNIFORM	2531198 ...	-72.72
					MISSION UNIFORM...	OCT 2013 UNIFORM	3332198 ...	-72.72
					MISSION UNIFORM...	OCT 2013 UNIFORM	1013198 ...	-36.36
					MISSION UNIFORM...	OCT 2013 UNIFORM	2361198 ...	-36.16
TOTAL								-217.96
101615	11/13/13 13:49:17	11/13/13	81814	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 ...	
101583	11/13/13 08:54:06	7/1/13	62074		MNS ENGINEERS I...	PROJ 5011 - CVWD	1000251 ...	-275.00
101584	11/13/13 08:54:55	7/1/13	62944		MNS ENGINEERS I...	PROJ 1002 REFUND - GAS CO	1000251 ...	-82.50
TOTAL								-357.50

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101616	11/13/13 13:49:18	11/13/13	81815	MONTECITO BANK & TRU...	MONTECITO BANK...	MEETINGS & TRAVEL	1000101 ...	
101554	11/07/13 10:54:15	10/24/13	0740		MONTECITO BANK...	MEETINGS & TRAVEL	1041306 ...	-170.00
					MONTECITO BANK...	MEETINGS & TRAVEL	1041306 ...	-15.00
					MONTECITO BANK...	MEETINGS & TRAVEL	1022306 ...	-36.84
101559	11/07/13 11:06:38	10/24/13	4379		MONTECITO BANK...	PROJ 4864 SAFETY MEETING	1000251 ...	-17.50
					MONTECITO BANK...	PROJ 4864 SAFETY MEETING	1000251 ...	-94.57
					MONTECITO BANK...	PROJ 4864 SAFETY MEETING	1000251 ...	-171.59
					MONTECITO BANK...	DIF HWY INTERCHANGE	1000251 ...	-21.36
					MONTECITO BANK...	DIF HWY INTERCHANGE	3179615 ...	-15.46
					MONTECITO BANK...	DIF HWY INTERCHANGE	3100232 ...	-15.46
					MONTECITO BANK...	DIF HWY INTERCHANGE	3179615 ...	-321.64
					MONTECITO BANK...	DIF HWY INTERCHANGE	3100232 ...	-321.64
					MONTECITO BANK...	PROJ 4864 TRIATHLON MEETING	1000251 ...	-27.37
					MONTECITO BANK...	MEETINGS & TRAVEL	1000251 ...	-36.18
					MONTECITO BANK...	MEETINGS & TRAVEL	1030306 ...	-369.35
					MONTECITO BANK...	PW LUNCH MEETING	1030306 ...	-30.15
101563	11/12/13 11:24:17	10/24/13	4692		MONTECITO BANK...	COMPUTER HARDWARE	1030306 ...	-60.96
					MONTECITO BANK...	CSMFO BUDGET AWARD APP FEE	1070417 ...	-1,972.60
					MONTECITO BANK...	CAMERA - CODE COMPLIANCE	1014305 ...	-150.00
					MONTECITO BANK...	CITY HALL MAINTENANCE	1022308 ...	-70.17
					MONTECITO BANK...	TRANSACTION FEE	1013224 ...	-108.98
					MONTECITO BANK...	FINANCE CHARGE	1014308 ...	-1.08
					MONTECITO BANK...	CITY HALL MAINTENANCE	1014308 ...	-75.57
101602	11/13/13 13:43:50	10/24/13	4270		MONTECITO BANK...	ANNUAL FEE	1013224 ...	-25.91
					MONTECITO BANK...	SPANISH TRAINING	1069308 ...	-20.00
					MONTECITO BANK...	FALL NEWSLETTER	2862308 ...	-211.87
					MONTECITO BANK...	LIFEGUARD TRAINING	1045303 ...	-29.00
					MONTECITO BANK...	POOL LIGHTS	4866308 ...	-100.40
					MONTECITO BANK...	FRANKLIN TRAIL	4866308 ...	-27.33
					MONTECITO BANK...	POOL PROMO	2361221 ...	-32.95
					MONTECITO BANK...	POOL PROMO	4866308 ...	-21.38
					MONTECITO BANK...	POOL SUPPLIES	4866308 ...	-7.40
					MONTECITO BANK...	CLEOP GRANT	4866350 ...	-134.60
					MONTECITO BANK...	POOL LIGHTS	2000261 ...	-219.98
					MONTECITO BANK...	TRIATHLON EXPENSE	4866308 ...	-364.00
					MONTECITO BANK...	TRIATHLON EXPENSE	4863300 ...	-110.00
					MONTECITO BANK...	TRIATHLON EXPENSE	4863300 ...	-179.60
					MONTECITO BANK...	POOL	4863300 ...	-93.29
					MONTECITO BANK...		4866308 ...	-223.37
TOTAL								-5,904.35
101617	11/13/13 13:49:19	11/13/13	81816	NORMAN'S NURSERY	NORMAN'S NURSE...	INVOICE #474932	1000101 ...	
101488	11/06/13 08:49:13	10/18/13	474932		NORMAN'S NURSE...	CITY TREES	3332220 ...	-3,671.83
TOTAL								-3,671.83
101618	11/13/13 13:49:20	11/13/13	81817	SANTA BARBARA NEWS ...	SANTA BARBARA ...	ACCOUNT #371831	1000101 ...	
101586	11/13/13 09:05:44	11/11/13	2014 SUBSC...		SANTA BARBARA ...	2014 SUBSCRIPTION	1013308 ...	-182.35
TOTAL								-182.35

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101619	11/13/13 13:49:20	11/13/13	81818	SEUI LOCAL 620	SEUI LOCAL 620	UNION DUES	1000101 ...	
101575	11/13/13 08:47:20	11/13/13	PAYROLL 11...		SEUI LOCAL 620	PAYROLL 11-14-13	1000229 ...	-146.19
TOTAL								-146.19
101620	11/13/13 13:49:21	11/13/13	81819	SIGN CRAFT	SIGN CRAFT	PROJ 1675 REFUND	1000101 ...	
101588	11/13/13 09:08:16	11/12/13	PROJ 1675 ...		SIGN CRAFT	PROJ 1675 REFUND	1000251 ...	-527.48
TOTAL								-527.48
101621	11/13/13 13:49:21	11/13/13	81820	SO CA GAS COMPANY	SO CA GAS COMP...	ACCT# 140-914-3084-4	1000101 ...	
101555	11/07/13 10:58:20	10/1/13	140-914-3084...		SO CA GAS COMP...	PROJ 4865 VETS HALL VETS HALL UTILITIES	1000251 ... 4865309 ...	-52.28 -25.75
TOTAL								-78.03
101622	11/13/13 13:49:22	11/13/13	81821	STAPLES ADVANTAGE	STAPLES ADVANT...	INVOICE 3212404970	1000101 ...	
101338	10/30/13 15:02:07	10/18/13	3212404970		STAPLES ADVANT... STAPLES ADVANT...	OFFICE SUPPLIES CITY COUNCIL SUPPLIES	1013308 ... 1051308 ...	-87.76 -34.41
TOTAL								-122.17
101623	11/13/13 13:49:22	11/13/13	81822	T. ROWE PRICE	T. ROWE PRICE	ACCT #99020554000206142	1000101 ...	
101578	11/13/13 08:49:08	11/13/13	PAYROLL 11...		T. ROWE PRICE	PAYROLL 11-14-13 DEPOSIT - ANTHONY...	1000105 ...	-50.00
TOTAL								-50.00
101624	11/13/13 13:49:23	11/13/13	81823	THOMAS PUMP CO, INC	THOMAS PUMP C...	INVOICE #137874	1000101 ...	
101598	11/13/13 10:17:55	10/9/13	137874		THOMAS PUMP C...	POOL PUMP	4866221 ...	-3,858.00
TOTAL								-3,858.00
101625	11/13/13 13:49:23	11/13/13	81824	TRIBUNE MEDIA SERVICE...	TRIBUNE MEDIA S...	INVOICE 0610109	1000101 ...	
101596	11/13/13 09:20:20	10/28/13	0610109		TRIBUNE MEDIA S...	PROJ 4863 - GATV	1000251 ...	-56.28
TOTAL								-56.28
101626	11/13/13 13:49:24	11/13/13	81825	UNITED WAY OF SANTA B...	UNITED WAY OF S...	PAYROLL CONTRIBUTION	1000101 ...	
101576	11/13/13 08:47:50	11/13/13	PAYROLL 11...		UNITED WAY OF S...	PAYROLL 11-14-13	1000224 ...	-20.00
TOTAL								-20.00
101627	11/13/13 13:49:24	11/13/13	81826	VANTAGEPOINT TRANSF...	VANTAGEPOINT T...	PAYROLL DEPOSIT PLAN #303555	1000101 ...	
101577	11/13/13 08:48:40	11/13/13	PAYROLL 11...		VANTAGEPOINT T...	PAYROLL 11-14-13	1000105 ...	-814.86

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101628	11/13/13 13:49:25	11/13/13	81827	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711114329800406	1000101 ...	-814.86
101597	11/13/13 09:21:51	10/28/13	01171111432...		VERIZON CALIFOR... VERIZON CALIFOR... VERIZON CALIFOR... VERIZON CALIFOR... VERIZON CALIFOR...	CIVIC CENTER PW BEACH POOL BEACH CONCESSION	1013301 ... 2531301 ... 2862301 ... 4866301 ... 2864308 ...	-797.45 -35.55 -120.80 -235.25 -113.71
TOTAL								-1,302.76
101629	11/13/13 13:49:26	11/13/13	81828	YOUNGS, MORGAN	YOUNGS, MORGAN	PAYROLL 11-14-13	1000101 ...	
101564	11/12/13 11:25:59	11/12/13	PAYROLL 11...		YOUNGS, MORGAN	PAYROLL 11-14-13	1000101 ...	-628.67
TOTAL								-628.67
101630	11/13/13 13:49:26	11/13/13	81829	ZERO WASTE USA, INC	ZERO WASTE USA...	INVOICE 38073	1000101 ...	
101601	11/13/13 12:29:56	7/30/13	38073		ZERO WASTE USA...	DOGGIE BAGS	4866308 ...	-3,324.88
TOTAL								-3,324.88
101631	11/13/13 13:54:49	11/13/13	81830	ADIRONDACK DIRECT	ADIRONDACK DIR...	INVOICE 53024113	1000101 ...	
101321	10/29/13 15:34:15	10/21/13	53024113		ADIRONDACK DIR...	POOL	4865309 ...	-1,996.65
TOTAL								-1,996.65
101632	11/13/13 13:54:50	11/13/13	81831	ALL AROUND LANDSCAP...	ALL AROUND LAN...	CUSTOMER #354	1000101 ...	
101482	11/06/13 08:44:36	10/22/13	S1689698.001		ALL AROUND LAN...	STREET TREES	3332220 ...	-714.69
TOTAL								-714.69
101633	11/13/13 13:54:51	11/13/13	81832	COUNTY OF SANTA BARB...	COUNTY OF SANT...	INVOICE #001513142	1000101 ...	
101306	10/25/13 14:11:58	10/22/13	001513142		COUNTY OF SANT...	TRAFFIC SIGNAL REPAIR LINDEN @ CA...	2923210 ...	-4,698.27
TOTAL								-4,698.27
101634	11/13/13 13:54:52	11/13/13	81833	HINDERLITER DE LLAMAS	HINDERLITER DE ...	INVOICE 0021358-IN	1000101 ...	
101353	10/31/13 10:02:39	10/24/13	0021358-IN		HINDERLITER DE ...	CONTRACT SERVICES - SALES TAX 4T...	1010121 ...	-938.34
TOTAL								-938.34
101635	11/13/13 13:54:53	11/13/13	81834	KIMBALL MIDWEST	KIMBALL MIDWEST	INVOICE 3232033	1000101 ...	
101485	11/06/13 08:46:57	10/21/13	3232033		KIMBALL MIDWEST	PW SHOP SUPPLIES	3332308 ...	-90.82
TOTAL								-90.82

CITY OF CARPINTERIA
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101636	11/13/13 13:54:54	11/13/13	81835	PRAXAIR	PRAXAIR	INVOICE #47522275	1000101 ...	
101489	11/06/13 08:49:53	10/20/13	47522275		PRAXAIR	PW SUPPLIES	2531308 ...	-25.05
TOTAL								-25.05
101637	11/13/13 13:54:55	11/13/13	81836	SANTA BARBARA COUNT...	SANTA BARBARA ...	14-102	1000101 ...	
101354	10/31/13 10:03:55	10/21/13	14-102		SANTA BARBARA ...	AVOCADO FESTIVAL	1021215 ...	-8,003.58
TOTAL								-8,003.58
101638	11/13/13 13:54:56	11/13/13	81837	SO CA EDISON	SO CA EDISON	2-01-201-6465	1000101 ...	
101589	11/13/13 09:09:04	11/5/13	2-01-201-6465		SO CA EDISON	STREET LIGHTING	2923220 ...	-7,300.89
TOTAL								-7,300.89
101639	11/13/13 13:54:57	11/13/13	81838	SO CA GAS COMPANY	SO CA GAS COMP...		1000101 ...	
101556	11/07/13 10:59:11	11/1/13	006-514-2700...		SO CA GAS COMP...	POOL UTILITIES	4866314 ...	-1,579.04
101557	11/07/13 10:59:59	11/1/13	014-914-3239...		SO CA GAS COMP...	SSEASIDE UTILITIES	4865309 ...	-6.62
TOTAL								-1,585.66
101640	11/13/13 13:54:58	11/13/13	81839	STAPLES ADVANTAGE	STAPLES ADVANT...	INVOICE 3212804365	1000101 ...	
101460	11/05/13 09:46:55	10/24/13	3212804365		STAPLES ADVANT...	PARKS	2361221 ...	-112.83
					STAPLES ADVANT...	PW	2531308 ...	-61.54
					STAPLES ADVANT...	VETS HALL	4865309 ...	-51.29
TOTAL								-225.66
101641	11/13/13 13:54:59	11/13/13	81840	STATEWIDE SAFETY & SI...	STATEWIDE SAFE...	INVOICE 5967/3	1000101 ...	
101493	11/06/13 08:52:44	10/23/13	5967/3		STATEWIDE SAFE...	SIGNAGE	2531308 ...	-303.26
TOTAL								-303.26
101642	11/13/13 13:55:00	11/13/13	81841	THE STORAGE PLACE	THE STORAGE PL...	STORAGE RENTAL NOVEMBER 2013	1000101 ...	
101595	11/13/13 09:19:57	11/3/13	NOV 2013 S...		THE STORAGE PL...	OFFSITE STORAGE RENTAL	1013221 ...	-305.00
TOTAL								-305.00
101643	11/13/13 13:55:01	11/13/13	81842	TRI-CO BLUE PRINT & SU...	TRI-CO BLUE PRIN...		1000101 ...	
101565	11/12/13 11:32:13	10/22/13	0283045-IN		TRI-CO BLUE PRIN...	SCANS	3100241 ...	-22.07
101467	11/05/13 09:52:30	10/24/13	102514		TRI-CO BLUE PRIN...	PROJ 5289	1000251 ...	-27.19
TOTAL								-49.26
101644	11/13/13 14:07:06	11/13/13	81843	SAWICKI, JILL	SAWICKI, JILL	PROJECT 5454 REFUND	1000101 ...	
101587	11/13/13 09:06:59	11/8/13	PROJ 5454 ...		SAWICKI, JILL	PROJECT 5454 REFUND	1000251 ...	-500.75

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TOTAL								
101646	11/18/13 10:04:57	11/18/13	81844	SO CA SWIMMING	SO CA SWIMMING	MEET ENTRY FEES	1000101 ...	-500.75
101645	11/18/13 10:03:59	11/18/13	SWIM MEET ...		SO CA SWIMMING	SWIM MEET FEES	4868308 ...	-166.25
TOTAL								-166.25
101648	11/18/13 10:33:23	11/18/13	81845	FRONTADO, JOHN	FRONTADO, JOHN	WELLNESS PAYMENT- NOV 2013	1000101 ...	
101647	11/18/13 10:32:41	11/18/13	NOV 2013 W...		FRONTADO, JOHN	WELLNESS - NOV 2013	1014194 ...	-415.75
TOTAL								-415.75

TOTAL \$75,901.04

STAFF REPORT
COUNCIL MEETING DATE
November 25, 2013

ITEM FOR COUNCIL CONSIDERATION:

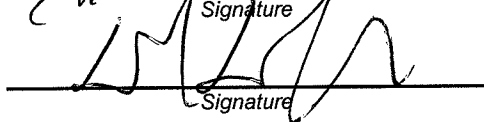
Consider Canceling the Regular City Council meeting of December 23, 2013.

Report prepared by: Fidela Garcia, City Clerk

Department: City Manager

Reviewed by: Dave Durlinger, City Manager



Signature


Signature

STAFF RECOMMENDATION:

Action Item X; Non-Action Item

That the City Council authorize the cancellation of the December 23, 2013.

I. BACKGROUND:

The City Council holds its regular meeting on the second and fourth Mondays of every month. The City Council has the authority to establish meeting dates and times and to reschedule or cancel such meetings with proper and timely public notice. Traditionally, the City Council has cancelled the second regular City Council meeting in December due to a light agenda and/or vacation schedules.

II. DISCUSSION:

Canceling the meeting date will require posting and noticing. Such a change is not significant as long as the decision to cancel is done well in advance. This will allow proper noticing. Staff has considered the upcoming schedule of items for the agenda and at this time there are no issues that would be negatively impacted by the cancellation of the meeting. As always, should

an immediate need arise for the Council to consider and/or take action on a matter, a special meeting could be scheduled.

III. LEGAL ISSUE:

Should the City Council cancel the scheduled meeting, staff will ensure that the required posting and proper noticing are met.

IV. OPTIONS:

The City Council may select an alternative meeting date or cancel the meeting as discussed.

STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEM FOR COUNCIL CONSIDERATION:

Declaration of City-owned Vehicles as Surplus Assets

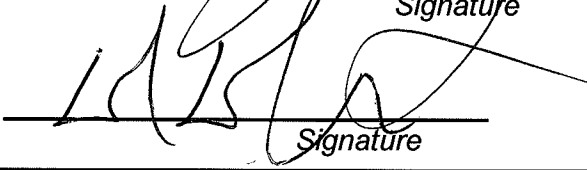
Report prepared by:

John Thornberry, Administrative Services Director



Signature

Reviewed by:

City Manager 

Signature

ACTION ITEM x ; NON-ACTION ITEM _ _

STAFF RECOMMENDATION: ADOPT THE ATTACHED RESOLUTION NO. 5493 AS READ BY TITLE ONLY DECLARING THE VEHICLES LISTED IN EXHIBIT A AS SURPLUS ASSETS AND AUTHORIZING THEIR DISPOSAL

MOTION: None Required

I. BACKGROUND:

Various items in the City's inventory of equipment have reached an age or a state of disrepair or obsolescence where it is advantageous to dispose of them. Currently these items include one 2000 Ford Taurus and a 2002 Ford Think.

II. POLICY:

Carpinteria Municipal Code Section 3.32.050 authorizes the Administrative Services Director, as purchasing officer to *'supervise the exchange or trade-in of all supplies and equipment which have become unsuitable for city use for new supplies and equipment.* Disposal of assets requires Council approval.

III. FINANCIAL CONSIDERATIONS:

Proceeds, if any, from the sale of these assets, are deposited into the Equipment Replacement Fund.

IV. ATTACHMENTS:

- A. Resolution No. 5493
- B. Exhibit A, list of items to be declared surplus

ATTACHMENT A

RESOLUTION NO. 5493

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA,
CALIFORNIA, DECLARING CERTAIN EQUIPMENT AS SURPLUS ASSETS**

WHEREAS, staff has conducted an inventory of certain equipment and vehicles as listed in the attached Exhibit A.; and

WHEREAS, the City Council last declared assets as surplus on October 28, 2013 per Resolution 5489; and

WHEREAS, these assets have little or no market value; and

WHEREAS, there will be no impact on fund balance as a result of their disposal;
and

WHEREAS, there is no perceived future need for them in City operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARPINTERIA: that the equipment and vehicles shown in the attached Exhibit A are declared surplus and are to be disposed of in the most economical way possible.

PASSED, APPROVED AND ADOPTED this 25th day of November, 2013 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor, City of Carpinteria

VEHICLES

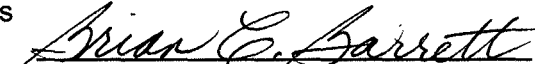
Type	UNIT	MAKE	MODEL	COLOR	DESCRIPTION	YEAR	VEHICLE ID NUMBER	LICENSE NUMBER	# OF CYLINDER	REMARKS
General Government	113	FORD	TAURUS SE	GREEN	4-DOOR	2000	1FAFP5524YG154622		V6	CITY MAN# 21,651.21
Public Works	110	FORD	THINK			2002	1FABP225720103711	1146909	EV	

STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEMS FOR COUNCIL CONSIDERATION:

**Updated 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 X **NON-ACTION** ____ **STAFF RECOMMENDATION:**

Recommendation: Authorize the Mayor to sign the following updated 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

I. DISCUSSION:

The purpose of this Staff Report is to update the Staff Report and Closeout Agreements that were presented to the City Council on November 12, 2013. After the meeting, the Department of Public Works discovered that an error was made in the reporting of the contingency expenditures. Some of the approved construction cost change orders had not been included in what was presented to the Council. The amount reported to the City Council, the additional change order amounts and the corrected final project costs are presented in the table below. After correctly accounting for the change orders, all three of the projects were still within the City Council's originally approved budgets for these projects. Therefore, the Department of Public Works is requesting that the City Council authorize the Mayor to sign the updated Closeout Agreements and Release of Claims and direct the City Clerk to release the Performance Bonds for these three construction projects.

	Project # 15020	Project # 15024	Project # 15035
Council Approved Construction Contract Amount	\$51,508.50	\$153,190.50	\$86,605.00
Council Approved Construction Contingency	\$15,000.00	\$30,000.00	\$15,000.00
Total	\$66,508.50	\$183,190.50	\$101,605.00
Final Balance Due to Contractor per November 12, 2013 Staff Report	\$51,508.50	\$163,284.55	\$100,223.83
Additional Change Order Amount Not Included in November 12, 2013 Staff Report	\$8,712.79	\$19,905.95	\$0.00
Final Balance Due to Contractor per November 25, 2013 Staff Report	\$60,221.29	\$183,190.50	\$100,223.83

II. 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 25th 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 Eight Thousand Seven Hundred Twelve and 79/100 dollars (\$8,712.79) 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 \$60,221.29

Adjusted Calendar Days 37 days

6. The current amount owing to Contractor is:

Adjusted Contract Price: \$60,221.29

Less: Amount Previously Paid \$(0)

Retention \$(0)

BALANCE: \$60,221.29

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 forebear 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

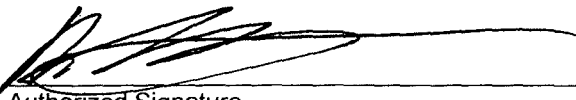
City Attorney

Mayor

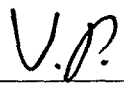
APPROVED AS TO CONTENT:

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 25th 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 Thirty Thousand and 00/100 (\$30,000.00) for Contract Change Orders Nos. One (1) through Six (6), 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 Six (6), 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 \$183,190.50

Adjusted Calendar Days 52 days

6. The current amount owing to Contractor is:

Adjusted Contract Price: \$183,190.50

Less: Amount Previously Paid \$(0)

Retention \$(0)

BALANCE: \$183,190.50

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

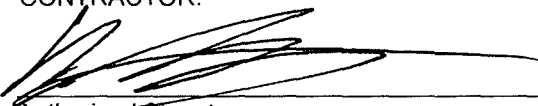
City Attorney

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 25th 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 Thirteen Thousand Six Hundred Eighteen and 83/100 dollars (\$13,618.83) 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	\$100,223.83
Adjusted Calendar Days	37 days
6. The current amount owing to Contractor is:

Adjusted Contract Price:	\$100,223.83
Less: Amount Previously Paid	\$(0)
Retention	\$(0)
BALANCE:	\$100,223.83

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 forebear 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

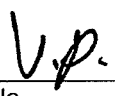
APPROVED AS TO CONTENT:

CONTRACTOR:

City Engineer



Authorized Signature



Title

ATTEST:

City Clerk

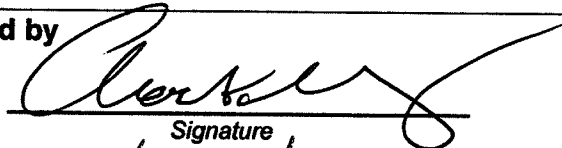
STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEMS FOR COUNCIL CONSIDERATION:

Approval of an Implementation Agreement that carries out provisions of a 1997 Memorandum of Understanding with Silver Sands Mobile Home Park. The Agreement includes, but is not limited to, the following additional actions by the City Council:

- 1) Authorization of Acceptance of a Grant Deed to finalize a Lot Line Adjustment.
- 2) Approval of Street Easement Vacation Resolution No. 5493.
- 3) Approval of summary vacation for street easements and execution of a Quitclaim Deed for the vacated street easements.

Report prepared by
Public Works
Director:


Signature

Reviewed by
City Manager:


Signature

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

Recommendation: That the City Council approve the Implementation Agreement, accept the Grant Deed required to finalize a Lot Line Adjustment and approve Street Easement Vacation Resolution No. 5493 and Quitclaim of street areas within the adjusted boundaries of Silver Sands Village Mobile Home Park.

Sample Motion: I move to approve the Implementation Agreement with Silver Sands Village Mobile Home Park and Resolution No. 5493, as read by title only, and authorize:

- 1) The City Clerk to Execute acceptance of the Grant Deed for the required for a Lot Line Adjustment including fee transfer to the City the portion of Third Street lying within the Carpinteria Salt Marsh Nature Park, and
- 2) The Mayor to execute the Quitclaim Deed for the Vacated Street Easements, and
- 3) The Mayor to execute the Implementation Agreement.

I also move that the Council direct the City Clerk to attest to the Mayor's signature on these documents and that the City Clerk shall record a copy of the Resolution with the Santa Barbara County Recorder's Office.

I. HISTORICAL BACKGROUND:

The Silver Sands Mobile Home Park is an 80-space park originally constructed in the late 1950's. In 1997 the residents formed the Silver Sands Village Corporation (SSV) to purchase the mobile home park from the original park owners. During that same year, SSV and the City of Carpinteria entered into a Memorandum of Understanding (MOU) agreement. The purpose of the MOU was to adjust the mobile home park property boundaries to recognize the Salt Marsh Nature Park improvements and the obsolete public street easements. The adjustments included (i) the City vacating roadway easements within the Mobile Home Park and (ii) SSV deeding a portion of Third Street to the City for the adjacent Salt Marsh Nature Park. In exchange for the City abandoning the easement right-of-ways within the Mobile Home Park, SSV agreed to make improvements to the park's public parking area frontage on Ash Avenue. A map of the proposed property line adjustments, showing areas to be abandoned by the City and areas to be deeded to the City, is included in Attachment A.

In 1999, the City of Carpinteria initiated preparation of a Beach Area Specific Plan. The plan included, but was not limited to, infrastructure planning for the roadways in the Beach area. With agreement from the City, the Ash Avenue Improvements that SSV was required to make were put on hold while the City worked on the new Beach Area Specific Plan. While the Ash Avenue Improvements were delayed, SSV proceeded with upgrading its sanitary sewer system by connecting the park to the Carpinteria Sanitary Sewer District's system. Because of the City's work on the Beach Area Specific Plan and SSV using its available resources to make sewer system improvements, the Ash Avenue Improvements that were to have been made by SSV in exchange for the abandonment of public right-of-way easements within the park were not completed. The property transactions, as described above, were also not completed.

II. DISCUSSION:

The City of Carpinteria and SSV both desire to complete the property transactions and Ash Avenue Improvements. Due to the passage of time, both parties have agreed that the original Memorandum of Understanding agreement should be updated by adoption of an Implementation Agreement. City staff and representatives of SSV have been working on an Implementation Agreement that will carry out the purposes and intent of the 1997 MOU. The original MOU and Implementation Agreement are included in Attachment B of this staff report for the Council's consideration.

The Implementation Agreement discusses the overall intent of the original MOU and the real property transactions, and includes a general description of improvements to the park's frontage along Ash Avenue. The Implementation Agreement provides that the City of Carpinteria abandon the public roadway right-of-way easements within the mobile home park. In exchange, SSV agrees to deed a portion of Third Street to the City and to pay the City \$185,000. Under the Implementation Agreement, the City is then obligated to use the \$185,000 to assist with funding a City managed project along SSV's public parking area frontage on Ash Avenue.

To conclude the property transaction, the City will need to complete several steps. On December 5, 2011 the City of Carpinteria Planning Commission approved by Resolution PC 11-009 a Lot Line Adjustment and Coastal Development Permit. The Planning Commission Staff Report, Resolution No. PC 11-009 and associated documents including a California Environmental Quality Act Notice of Exemption are included in Attachment C. The Planning

Commission's Resolution enables the property exchanges as defined in the MOU and Implementation Agreement. The Coastal Development Permit approved by the Planning Commission was required by the California Coastal Act for an action of this nature. The Planning Commission also found that the property transaction is consistent with the City's General/Local Coastal Plan pursuant to California Government Code Section 65402. The California Coastal Commission also required an application for a separate Coastal Development Permit directly from the Commission for this property transaction because the property is located within the permanent permit jurisdiction of the State. The City of Carpinteria submitted an application to the Coastal Commission on behalf of the City and SSV. On October 14, 2013 the Coastal Commission issued a "Notice of Permit Waiver Effectiveness." The Waiver issued by the Coastal Commission is included in Attachment D.

The next steps in the property transaction are included in this Staff Report's recommended action items for the City Council. These actions include the City's adoption of Resolution No. 5493 to vacate portions of public roadway easement within the Silver Sands Mobile Home Park, the City Council's authorizing for the City Clerk to execute acceptance of a Grant Deed of a portion of Third Street to the City, and the City Council's authorization for execution of the Quitclaim Deeds of roadway easements within Silver Sands Mobile Home Park. Resolution No. 5493 is included in Attachment E. The summary vacation of right-of-way, as detailed in Resolution No. 5493, conforms to Chapter 4, Sections 8330 through 8336 of the California Streets and Highways Code. As the "paper" street easements within the Silver Sands Mobile Home Park are not being used as public streets nor are they anticipated to be used in the future, the street vacation process will be completed by adoption of the Resolution contained herein. The Grant Deed transferring the Third Street right-of-way way easement from SSV to the City and the Quitclaim Deed transferring the "paper" roadway right-of-way easements within the Mobile Home Park to SSV are included in Attachments F and G, respectively. Once the Implementation Agreement and property transaction documents have been signed and recorded, the final action will be for the City to complete the Ash Avenue improvements.

The Ash Avenue Improvement Project will consist of preliminary design, environmental review, final design and bid package preparation, and construction. The Department of Public Works anticipates that the project will include, but will not be not limited to, drainage culvert replacements, upgrading an asphalt concrete lined channel, and replacing the gravel parking area surface with an all-weather surface for parking and walking. The cost of the City managed Ash Avenue Maintenance Project been preliminarily estimated to be \$515,000 with the City of Carpinteria contributing \$330,000.

III. POLICY:

California Government Code

The Lot Line Adjustment is exempt from the requirements of the California Subdivision Map Act. The Lot Line Adjustment allows the granting of the Silver Sands Village, Inc.'s fee interest in a portion of Third Street to the City. In other words, the Lot Line Adjustment would simply relocate the Salt Marsh Nature Park's property boundary from the centerline of the "paper" roadway right-of-way easement to the north approximately 35 feet. Please note that the existing fence between the Nature Park and the Mobile Home Park, as it is today, is already in the correct location and will not have to be moved.

Carpinteria Municipal Code

The regulations and requirements within the Mobile Home Park are administered by the California Department of Housing and Community Development. The Salt Marsh Nature Park was developed pursuant to permits approved by the City of Carpinteria consistent with the Recreation Zone designation on the subject lots.

General Plan/Local Coastal Plan

Land Use Element

Objective LU-1: *Establish the basis for orderly, well planned urban development while protecting coastal resources and providing for greater access and recreational opportunities for the public.*

Objective LU-3: *Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding sprawl development at the City's edge.*

Open Space, Recreation & Conservation Element

Policy OSC-1a: *Protect Environmentally Sensitive Habitat Area(s) (ESHA) from development and maintain them as natural open space or passive recreational areas.*

Policy OSC-1c: *Establish and support preservation and restoration programs for ESHA, including, but not limited to, Carpinteria Creek, Carpinteria Bluffs, Carpinteria Salt Marsh, seal rookery, Carpinteria reef, Pismo clam beds and the intertidal zones along the shoreline.*

Circulation Element

Pedestrian Facilities: Walking to shopping and recreational sites promotes direct interface with the physical environment as well as ecologically benefitting the community. Safe well-maintained sidewalks, trails and other street improvements, as well as pedestrian-oriented design standards, encourage pedestrian transportation.

In addition to the government codes, policies and objectives discussed above, the City initiated work on a Beach Area Specific Plan (also discussed previously). While the plan has not been completed to date, extensive public outreach was conducted at the time and draft conceptual plans for street designs were prepared. The conceptual plans included the parking area and frontage improvements on Ash Avenue adjacent to SSV Mobile Home Park. The Ash Avenue improvements contemplated by both the work on the Specific Plan and the Implementation Agreement ensure safe and adequate public parking in that portion of the Beach Area.

The abandonments, quitclaims and lot line adjustment included in this staff report will clear up discrepancies between the streets originally envisioned in the "Town of Carpinteria" Track Map recorded in 1889 and the actual development of the Silver Sands Mobile Home Park and the City's Salt Marsh Nature Park. Additionally, the transfer of a portion of the "paper" Third Street right-of-way easement to the City further ensures pedestrian access, recreational opportunities for the public and habitat preservation within the Salt Marsh Nature Park.

IV. FINANCIAL CONSIDERATIONS:

As discussed above, the City of Carpinteria and Silver Sands Village, Inc. both desire to complete the property transactions and the Ash Avenue Improvements. Once the property transactions described herein are completed, the City will own the Third Street area adjacent to the Salt Marsh "in fee." The City will also benefit from the improvements to the Ash Avenue parking area, with SSV contributing funding to the project. The estimated costs associated with the Ash Avenue Improvements Project are summarized below:

Project Costs:		Funding:	
<i>Ash Avenue Improvements Project</i>			
Staff Costs	\$25,000	Measure D	\$330,000
Engineering Consultant	\$100,000	SSV	\$185,000
Construction	\$280,000		
Const. Contingency	\$60,000		
Const. Management	\$50,000		
Total:	\$515,000	Total:	\$515,000

Note: All of the costs shown above are estimated

The project was included in the adopted City of Carpinteria Fiscal Year 2013 – 2014 Budget. In addition to the Ash Avenue Improvements Project costs discussed above, expenses for permitting and for the completion the lot line adjustment will be determined and shared equally by both SSV and the City as agreed to in the Implementation Agreement.

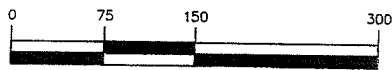
V. ATTACHMENTS:

- Attachment A: Map
- Attachment B: Implementation Agreement and original Memorandum of Understanding
- Attachment C: Planning Commission Staff Report Case No. 11-1603-GC/LLA/CDP
 - Resolution No. PC 11-009 with Findings
 - Reduced Lot Line Adjustment Sheet
 - Conditions of Approval
 - Notice of Exemption
 - Memorandum of Understanding (Original)
- Attachment D: Coastal Commission Waiver De Minimis No. 4-13-029-W
- Attachment E: Street Easement Vacation Resolution No. 5493
- Attachment F: Grant Deed to City
- Attachment G: Quitclaim Deed from City

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ATTACHMENT A

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1 inch = 150 ft.



Portion of land City to acquire



Street Easements to be vacated

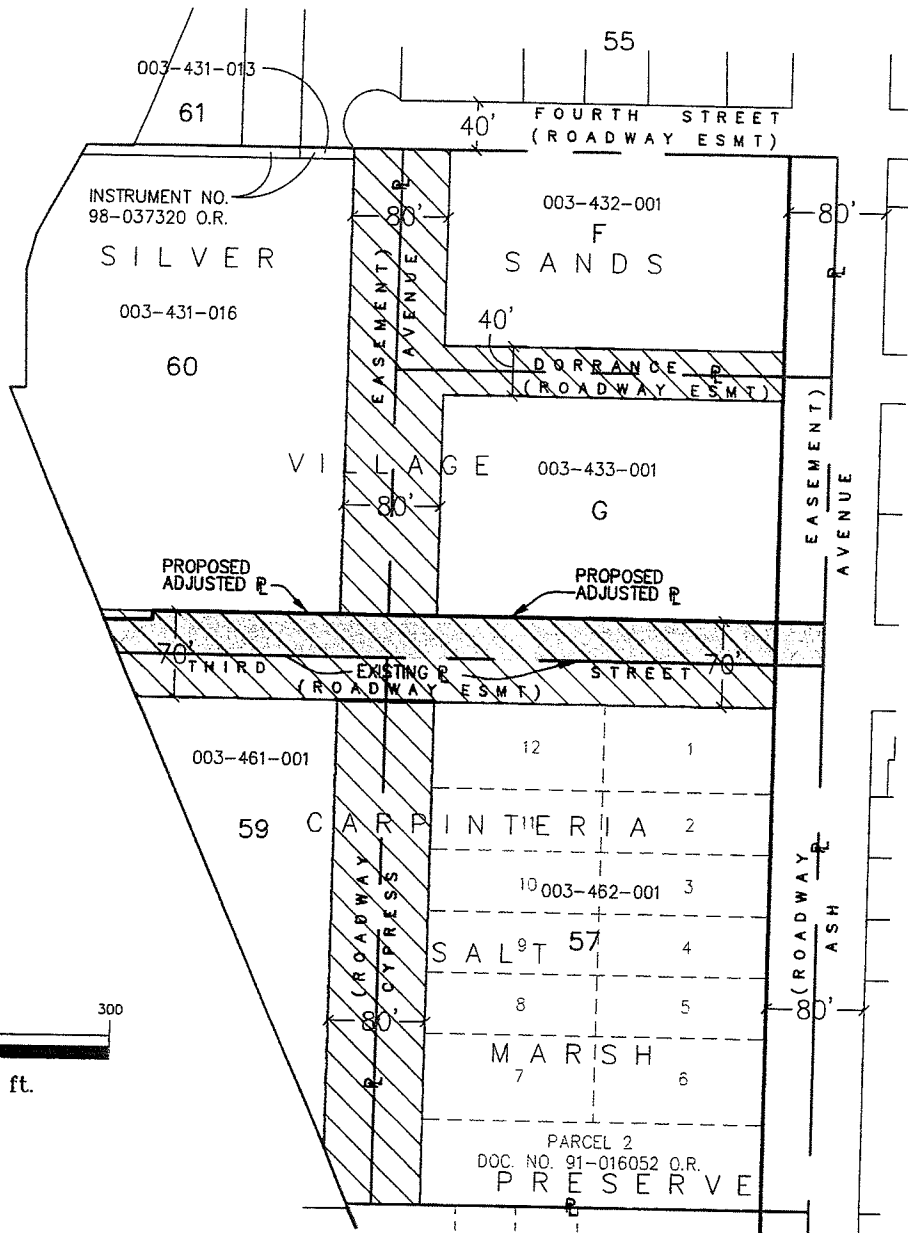
— P — = Property Line

MNS
ENGINEERS INC

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ENGINEERING
PLANNING
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CONSTRUCTION MANAGEMENT

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ATTACHMENT "A"

Proposed Street Vacations
within Carpinteria Salt Marsh Preserve
and

Proposed Lot Line Adjustment between
the City of Carpinteria and Silver Sands
Village Mobile Home Park

Case No. 11-1603-GC/LLA/CDP

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ATTACHMENT B

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IMPLEMENTATION AGREEMENT

THIS IMPLEMENTATION AGREEMENT ("**Agreement**") is entered into by and between the CITY OF CARPINTERIA (the "**City**") and SILVER SANDS VILLAGE, INC., a California nonprofit corporation ("**SSV**"), at Carpinteria, California.

RECITALS:

A. The Silver Sands Village Mobilehome Park (the "**MHP**") is an 81 space mobilehome park within the City's boundaries. The MHP was owned by the Keeler family from the 1950s until May 1998.

B. During the Keeler family's ownership, the residents of the MHP formed the Silver Sands Mobilehome Park Association, Inc. (the "**Association**") in the 1980s. In 1997, the Association entered into a contract to purchase the MHP.

C. In September 1997, while in escrow to purchase the MHP, the Association also entered into a Memorandum of Understanding with the City (the "**MOU**"). A copy of the MOU is attached as Exhibit A.

D. In late 1997, SSV was formed and funded by Park residents in part for the purpose of completing the transactions originally negotiated by the Association with the MHP owner and the City. In May 1998, SSV purchased the MHP and, upon purchasing the MHP, SSV succeeded to the Association's rights and duties under the MOU.

E. After a multi-year planning effort, SSV carried out an infrastructure replacement project in 2001-02, in which the underground utilities and streets within the MHP were redesigned and rebuilt at a cost in excess of \$1,000,000.

F. Due to uncertainties after the City's initiation of a Beach Area Specific Plan in 1999, including but not limited to infrastructure planning for public rights of way in the Beach Area, it has been unclear to both SSV and the City until now as to how best to implement the MOU – specifically, how to construct the improvements west of the centerline of Ash Avenue as contemplated in the MOU. When the MOU was negotiated, the parties contemplated that SSV could construct the Ash Avenue improvements under the MOU simultaneously with MHP infrastructure improvements, allowing an economy of scale in construction. Due to the planning-related uncertainties beginning in 1999, however, SSV proceeded only with design and construction of the MHP infrastructure, with the City's concurrence. As a result, the Ash Avenue improvements have not been constructed to date, and the cost of constructing such improvements has substantially increased.

G. Because it is the construction of the Ash Avenue improvements that triggers certain actions by the City under the MOU, the City's completion of performance under the MOU has been delayed.

H. Differences of opinion have arisen between the parties as to how to apply specific provisions of the MOU in light of subsequent events, but the parties have agreed to resolve their differences of opinion without litigation by entering into this Implementation Agreement, and the parties have taken as the guiding principle the implementation of the original "big picture" intent of the MOU in light of subsequent events.

I. The parties believe that this Implementation Agreement carries out (implements) the purposes of the MOU in light of all of the facts and circumstances which have arisen since 1997. The MOU and this Implementation Agreement shall together constitute the agreement of the parties, with this Agreement being the controlling document in the event of a conflict between the MOU and this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **REAL PROPERTY TRANSACTIONS AND OVERALL INTENT**

1.1 **Generally.** The City and SSV shall carry out the following transactions: (a) SSV shall pay \$185,000 to the City (as provided in Section 4, below) and shall participate in a lot line adjustment (as provided in Section 2, below), and (b) the City shall vacate (abandon) the City's street easements in Dorrance Way and Cypress Avenue and a small portion of Third Street (collectively, the "subject street easements") within the MHP boundaries (as provided in Section 3 below).

1.1.1 As a result of the lot line adjustment, the City shall acquire fee title to approximately 19,000 square feet of land currently owned in fee by SSV, which the City has been using with SSV's permission since September 1997 as part of the City's Salt Marsh Nature Park ("Marsh Park"). The parties shall execute mutually agreeable escrow instructions and other required documents and cooperate in all respects to complete transfer of title from SSV to City.

1.1.2 When the subject street easements are abandoned (vacated), an area of approximately 41,000 square feet inside the MHP boundaries shall be free of the risk of City streets being constructed within such easements in the future. If City streets were constructed within such easements, then over 20 mobilehomes within the MHP would be displaced.

1.2 **Equalizing Payment.** The original intent of the MOU was that SSV would make an equalizing payment for the real property being exchanged in the underlying real property transactions by constructing Ash Avenue improvements along the MHP frontage, and such improvements were at that time estimated to cost an amount roughly equal to the City's estimate of value for an equalizing payment. The intent further was that such improvements would benefit both the general public and the residents of the MHP by (a) providing improved public access and

parking near the beach and Marsh Park, (b) providing improved street parking adjacent to the MHP, and (c) upgrading the appearance and condition of Ash Avenue between Third Street and Fourth Street, including the MHP frontage. The parties have agreed to treat SSV's payment of \$185,000 under this Implementation Agreement pursuant to Section 4 hereof as an equalizing payment in light of the City's estimate of current value of the real property being exchanged and in light of the facts set forth in the Recitals to this Agreement.

1.3 Relation to MOU. This Agreement contemplates the same real property transactions as were contemplated in the MOU, and also provides that SSV's equalizing payment shall be devoted to Ash Avenue improvements as was contemplated in the MOU. The MOU and this Agreement shall together constitute the agreement of the parties, with this Agreement being the controlling document in the event of a conflict between this Agreement and the MOU.

2. LOT LINE ADJUSTMENT

2.1 Past Activity. SSV previously obtained approval of a lot line adjustment between the City's Marsh Park property and the MHP property, under which the boundary between fee-owned properties would follow the northerly line of Third Street from the centerline of Ash Avenue to the westerly City Limits line, excluding an approximately 8' by 40' area in the northwesterly corner of Third Street. SSV has previously obtained and holds the written consent of its lender, Montecito Bank & Trust ("Bank"), for such lot line adjustment, with the purpose being modification of Bank's deed of trust which it holds on the SSV property and the partial reconveyance of the property that is the subject of the lot line adjustment free and clear of the deed of trust. The previously-approved lot line adjustment was not recorded due to the above-referenced planning-related uncertainties, and has expired from the passage of time. The parties have borne their own costs relating to past activity.

2.2 Completion of Lot Line Adjustment; Timing. The City's Planning Commission approved the Lot Line Adjustment in December 2011, which replaces the lot line adjustment previously approved which had expired. Completion of the Lot Line Adjustment requires approval of a coastal development permit by the California Coastal Commission to implement the Lot Line Adjustment. The parties agree to cooperate in all aspects of the Coastal Commission permit process and in all necessary steps to accomplish the Lot Line Adjustment following Coastal Commission action on coastal development permit issuance.

2.2.1 The City shall have the lead role in preparing an application for issuance of a coastal development permit for the lot line adjustment by the California Coastal Commission and in serving as the project applicant for such lot line adjustment.

2.2.2 Any application and processing fees typically charged by the City to an applicant for a lot line adjustment or by the Coastal Commission to an applicant for a coastal development permit, and any related recording or other similar costs to complete the lot line adjustment, shall be paid for by the parties in equal shares. To the extent that any County processing and approval for the lot line adjustment is required (e.g., by the County Surveyor), then

the City shall be responsible to make any required application and take the lead role with respect to processing with the County of Santa Barbara. SSV shall cooperate as needed in signing any new applications and any other documents needed to complete the lot line adjustment and coastal development permit process.

2.2.3 SSV's deed adjusting its property line in relation to that of the City's property shall be recorded concurrently with City's quitclaim of street easements described in section 3 of this Agreement. Such recordation shall be accomplished within twelve (12) months of the Coastal Commission's approval of the coastal development permit, at such time as is selected by SSV, provided that no further approvals (such as from the County surveyor) are required. As a matter of procedure, no map shall need to be recorded for the Lot Line Adjustment, notwithstanding anything to the contrary in the prior lot line adjustment approval or the MOU. The parties agree that, if appropriate, they will use the simplified deed procedure commonly used for completing a lot line adjustment.

2.3 Condition of Title; Transfer of Title. SSV, at its sole expense, has provided the City with a current title report from First American Title Company disclosing all encumbrances of record for the MHP property, including but not limited to the approximately 35-foot wide real property to be received by City in the lot line adjustment (together with a copy of each recorded document referenced in the title report). The City, based on the City Attorney's review, has approved the condition of title of the approximately 35-foot wide real property to be received by City in the lot line adjustment, as disclosed by the current title report. SSV covenants that no new or additional lien or encumbrance has been or shall be recorded prior to the lot line adjustment being completed that would affect such 35-foot wide real property. SSV shall deliver to City the Bank's deed releasing such 35-foot wide property from the lien of the Bank's deed of trust encumbering the MHP property, which deed shall be recorded simultaneously with the lot line adjustment and vacation of city streets. SSV shall make all required property tax payments to the County of Santa Barbara, post any required bonds, and take all other actions necessary to effect transfer of title to City.

3. VACATION/QUITCLAIMS OF STREET EASEMENTS WITHIN MHP

3.1 Past Activity. In 1997, the City approved the abandonment (vacation) of the City's street easements in Dorrance Way and Cypress Avenue within the MHP boundaries (as the MHP would exist following the lot line adjustment), pursuant to the applicable provisions of the Streets and Highways Code and Government Code, and as evidenced further by the City Council's adoption of Resolution 4528. However, as described above, the City did not complete the process, which would have required recordation of Resolution 4528. In addition, Resolution 4528 included a finding that the vacation of street easements was consistent with the City's General Plan and Local Coastal Plan; however, the City adopted a new General Plan and Local Coastal Plan in 2003. For these reasons, the parties have concluded that City decisionmakers will need to consider a new resolution evidencing vacation of the street easements and determine that vacation of such easements is consistent with the City's current General Plan and Local Coastal Plan. A conceptual

depiction of the street easements to be vacated and of the lot line adjustment is attached as **Exhibit B** to this Agreement.

3.2 Quitclaim of Street Easements. The City shall complete the abandonment (vacation) of the City's street easements by (a) adopting and recording a new resolution vacating the street easements and (b) recording a quitclaim deed to SSV of all of its right, title and interest in Dorrance Way and Cypress Avenue and a small portion of Third Street within the lot-line-adjusted MHP property boundaries, as well as recording any other documents needed to fully authorize and complete such vacation/abandonment action.

3.3 Timing of Quitclaim of Street Easements.

3.3.1 The City's engineer shall provide SSV with the deed that SSV shall execute in connection with the lot line adjustment deed. The cost of the City engineer's preparation of the SSV lot line adjustment deed and City's quitclaim deed shall be paid in equal shares by the parties.

3.3.2 The resolution and quitclaim deed shall be recorded concurrently with SSV's deed to the City relating to the lot line adjustment, consistent with section 2.2.3 hereof. City's resolution vacating street easements and quitclaim of street easements shall not become fully effective until each is executed by City's Mayor. Such execution shall occur only at such time as SSV declares its intention to record forthwith SSV's deed adjusting its property line with that of City's property.

4. SSV EQUALIZING PAYMENTS TO CITY

4.1 SSV shall pay the City a total of \$185,000.00, in two payments, as follows:

4.1.1 The first payment of \$170,000.00 shall be paid by SSV to the City within ten (10) days of City's execution of the Implementation Agreement.

4.1.2 The second payment of \$15,000.00 shall be paid by SSV to the City within twenty (20) days of City's provision of notice of completion of the Ash Avenue improvements described in Section 5.1.2, below.

4.2 SSV shall pay the City, within thirty (30) days after receipt of billing from the City for SSV's share of the application and processing costs of the lot line adjustment and for the city engineer's preparation of deeds, pursuant to Sections 2.2.2 and 3.3.1, above.

5. ASH AVENUE IMPROVEMENTS

5.1 City Duties and Responsibilities.

5.1.1 Use of Payments. The City shall use all monies which it receives in payment from SSV pursuant to Section 4 above solely for the purpose of designing and constructing Ash Avenue improvements as further described in Section 5.1.2, below, or to reimburse City for any costs already incurred in construction of such improvements. The monies shall be placed in an account earmarked for such purposes until the City's expenditure of such monies for such purposes,

5.1.2 Design and Construction. The City shall be responsible for design and construction of all improvements in Ash Avenue. The City retains full discretion as to design, construction, and scheduling of its Ash Avenue improvements project, which shall include the following:

- Paving of Ash Avenue parking areas along the MHP frontage. The newly paved area shall be striped for parking and "public parking" signage may be installed. City specifically reserves the right in its sole discretion, now and in the future, to determine the configuration of parking within said areas;
- Construction of a sidewalk along the Ash Avenue frontage of the MHP that may include typical curb and gutter and shall include planter areas at the two main entrances to the MHP;
- Replacement or repair of existing main entrance driveways into the MHP only as necessary to construct the parking areas;
- Replacement, in kind or with a new design, of the MHP two main entrance driveway culverts. The culvert under the more southerly of the two main entrance driveways into the MHP has already been replaced and may remain. At the sole discretion of City, one or both of the main entrance culverts may be replaced by an alternative design. The purpose of the alternative design may include, but not be limited to, accommodating a walkway, storm drainage improvements, and landscaping;
- Relocating the existing driveway adjacent to MHP Space 80, such that (a) the existing driveway area may be reconstructed to accommodate public improvements including, but not limited to, drainage and public parking, and (b) a new driveway shall be constructed to provide replacement access from Ash Avenue to Space 80, at the northerly side of the Space 80 mobile home (where a concrete parking area was previously constructed in anticipation of the Ash Avenue improvements) -- subject to the provisions of Section 5.4 below. City may install signs and/or street markings to prohibit parking on

that portion of the street serving as the new driveway, as determined appropriate by City.

- Construction of planters (i.e., concrete curbs creating planter areas) at appropriate junctures along the MHP frontage (e.g., the two main entrances to the MHP from Ash Avenue), including connections as deemed appropriate by City to water lines within the MHP, and extensions of water lines to the planters (to be reasonably coordinated with SSV to accommodate SSV's long-term landscaping maintenance obligations under Section 5.2.2, below). All of said water-line-related improvements are referred to herein as the "landscaping irrigation system." The City shall have full discretion to determine the final design of the landscaping irrigation system, provided that the City shall use the existing stub outs from the MHP water lines to connect to the landscaping irrigation system, as deemed appropriate by the City;
- Installation of low-growing landscaping in the planters along the MHP's frontage on Ash Avenue, including installation of water-conserving irrigation devices as deemed appropriate by the City. The City retains full discretion to determine the type of landscaping materials to be installed in the planters, which may include plantings that are consistent with those contained within City's Marsh Park; and
- Installation of stop legends and signs at the two main entrances to the MHP.

5.1.3 Long-Term Maintenance. Except as provided in Section 5.2.2 below, the City shall be responsible for maintenance of all public improvements constructed within the Ash Avenue right of way, consistent with its regular duties respecting public street and sidewalk improvements. Similarly, the drainage ditch, including culverts or alternative designs as described in Section 5.1.2, and right of way improvements along the Ash Avenue MHP frontage shall be operated and maintained by the City consistent with the City's regular duties to operate and maintain the Beach Area's drainage system. SSV agrees that improvements of any kind to the Beach Area drainage system, including the Ash Avenue MHP frontage ditch and culverts in association with this Agreement, do not provide any level of guaranteed improved flood protection or improvements to the floodplain.

5.2 SSV Duties and Responsibilities.

5.2.1 Construction of Improvements. SSV shall provide information to the City concerning the previously-constructed irrigation stub outs on the MHP property, which the City shall connect to the irrigation system to service the planters in the Ash Avenue right of way.

5.2.2 Long Term Maintenance. At its sole expense in perpetuity, SSV shall provide water for the landscaping described in section 5.1.2, above, and shall maintain in good

condition the landscaping irrigation system, including maintenance of the landscaping in the planters, maintenance and replacement of plantings and all components of the landscaping irrigation system, and trash removal within the landscaping as needed. Should SSV voluntarily undertake to maintain any portion of the MHP frontage improvements in the Ash Avenue right of way, then SSV shall first obtain an encroachment permit from the City's Public Works Department for such work.

5.2.3 Exterior Fencing Along MHP Boundary for Space 80 Driveway. As between City and SSV, SSV shall bear all costs for installation of fencing and gates for Space 80. SSV reserves the right to require that the tenant of Space 80 pay for such fencing, at SSV's option. Existing fencing at Space 80 shall be removed by City and salvaged to SSV as determined by City; SSV acknowledges that reusability of the existing fence is not guaranteed.

5.2.4 Signage. Throughout construction of improvements hereunder and after the completion of construction, SSV shall not erect signage or act in any manner that hinders public parking within the Ash Avenue right of way. City reserves all rights to designate areas for public parking within said right of way, including the erection of signage.

5.3 Grant by SSV of Temporary Right of Access for Construction Purposes to City; SSV as Additional Insured. SSV grants a temporary right of access for construction purposes to the City for the City's employees, consultants and building contractors to enter areas of the MHP along Ash Avenue, including but not limited to Space 80, for so long as needed for purposes of design and construction of the improvements described in Section 5.1.2, above. Allowed construction-related activities on the MHP property shall include but not be limited to demolition of existing MHP improvements as needed (e.g., digging up private streets of the MHP to locate previously-constructed water system stub-outs, and removal of fencing at Space 80), trenching for and construction of landscape irrigation pipelines for the new Ash Avenue planters (including installation of additional stub-outs should the City include such additional stub-outs in its design), filling with and compacting of dirt on the MHP property (as necessary) beside the culverts installed in the drainage ditch of the public right-of-way at the three entrances to the MHP, construction of headwalls (as needed) for such culverts, and paving to complete the new driveway entrances connecting Ash Avenue and the MHP. The City shall name SSV as an additional insured on all certificates of insurance required by City from its building contractors. The City shall repair any areas of the MHP damaged by the City's construction activities to a similar condition as existed prior to such demolition activities.

Continues next page.

5.4 City Construction Activities on SSV Property.

5.4.1 Conduct of City Construction Activities on SSV Property. City or its contractor will perform certain limited construction activities on SSV-owned property pursuant to this Agreement. SSV understands and agrees that all work to be performed by City on SSV-owned property is for the benefit of SSV, its members and lessees, and that such work being performed by City on SSV land constitutes a private project pursuant to an agreement with SSV and not a work of public improvement for public use. SSV, its members, and its lessees may not bring a claim against the City in inverse condemnation for any damage done to SSV property in the course of construction activities performed by City or its contractors on SSV-owned property. SSV further understands and agrees that the City and its contractors do not possess an absolute duty to provide for the subjacent or lateral support of any structure on SSV-owned land when performing construction activities on SSV-owned land because neither the City nor its contractors are a "landowner" in such circumstance under applicable law. All work undertaken by City or City's contractor on SSV-owned property shall be conducted in a reasonable workmanlike manner and with ordinary care.

5.4.2 Space 80 Masonry Wall and Concrete Improvements. There is a concrete masonry wall that previously has been constructed inside Space 80 of the MHP and which runs parallel to the drainage ditch in the Ash Avenue right-of-way (the "Space 80 wall"). There is a concrete sidewalk/patio and driveway that previously was constructed by the Space 80 tenant that slightly overhangs the Space 80 wall (the "Space 80 concrete improvements").

A. SSV acknowledges that the City has no current responsibility or liability relating to the adequacy or suitability of the Space 80 wall or the Space 80 concrete improvements, other than the duty to maintain lateral and subjacent support of the Space 80 wall to the extent typical of all abutting landowners under current law, which duty shall apply only as to construction activities undertaken by City on City-owned property.

B. SSV further acknowledges that the City assumes no new responsibility or liability relating to the adequacy or suitability of the Space 80 wall and/or Space 80 concrete improvements to accommodate the new driveway connection and vehicle parking that becomes effective after construction of the Ash Avenue improvements as provided in Section 5.1.2, provided that the City shall be responsible to repair the Space 80 wall and/or Space 80 concrete improvements should the City's construction activities (i) either (a) directly damage them (e.g., a backhoe shovel bangs into them during construction) or (b) undermine the existing lateral and subjacent support for the Space 80 wall and cause, in whole or in part, a failure of the Space 80 wall, and (ii) be the proximate cause of damage resulting from negligence of City.

C. SSV shall indemnify and hold harmless the City against any cost or expense (including attorney's fees and court costs) arising from any claim against the City relating to the Space 80 wall and/or Space 80 concrete improvements, except a claim (if any) that the City's construction activities (i) either (a) directly damaged them (e.g., a backhoe's shovel banged into them), or (b) undermined the existing lateral and subjacent support for the Space 80 wall and

caused, in whole or in part, a failure of the Space 80 wall, and (ii) were the proximate cause of damage resulting from negligence of City.

6. **RELEASES; EXPENSES**

6.1 **General Release.** Upon this Agreement being fully signed, SSV and City (each a "party") each do hereby fully release and forever discharge the other party and the other party's respective officers, directors, officials, agents and employees, of and from any and all claims, demands, damages, obligations, costs, expenses, liens, actions, proceedings, controversies, and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which the releasing party does or may now have, own or hold against the other party relating to or arising out of the MOU, the underlying circumstances in 1997 which gave rise to the MOU, and the intervening events between signature of the MOU and signature of this Agreement..

6.2 **Civil Code Section 1542.** Both Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and settlement of and a bar to each and every claim released herein. In connection with such release and waiver, the parties acknowledge that they are aware that they and/or their attorney may hereafter discover facts different from or in addition to the facts which they now know or believe to be true, and further acknowledge that they are familiar with Civil Code Section 1542 of the State of California, which provides, as follows: "A general release does not extend to a claim 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." The parties understand that the releases of claims herein apply to and include all unknown and unexpected claims referred to in section 6.1 hereof. The Parties expressly waive and relinquish any and all of their rights and/or protections under Civil Code Section 1542, having had full opportunity to consult with counsel of their choosing regarding this matter.

City: _____

SSV:  

6.3 **Expenses.** Except as set forth herein to the contrary, each party shall bear its own costs and expense resulting from carrying out the transactions described in this Agreement.

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7. GENERAL PROVISIONS

7.1 Construction. The parties agree that each party and its respective counsel have reviewed and approved this Agreement, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and the Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

7.2 Notices. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given (and received) (a) when personally delivered or (b) on the third (3rd) business day after the date on which mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the party for whom intended, at the address set forth on the signature page of this Agreement or such other address, notice of which is given as provided herein.

7.3 Governing Law; Venue. This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereunder shall be governed by the laws of the State of California, with venue for any legal action being located in the Superior Court of Santa Barbara County, State of California.

7.4 Captions. The captions of the sections and paragraphs of this Agreement are for convenience and reference only, and are not intended and shall not be construed to define or limit the provisions to which they relate.

7.5 Waiver. No waiver of any right hereunder shall be effective for any purpose unless in writing and signed by the party possessing said right. Any such written waiver shall not be construed to waive any subsequent right or other term or provision of this Agreement.

7.6 Further Assurances. Each of the parties hereto agrees to cooperate with one another and to perform such acts and to execute such documents or instruments as may be necessary, proper, or desirable to carry out the purposes and intent of this Agreement.

7.7 Severability. Any provision of this MOU which is adjudicated to be invalid or unenforceable shall have no force or effect and shall be severed from the MOU, but all other remaining provisions of this MOU shall remain in full force and effect.

7.8 Authorization. City represents and warrants that it has authority to enter into this MOU. SSV represents and warrants that its Board of Directors has approved this MOU and has authorized SSV's officers to sign the Agreement on behalf of SSV.

7.9 Binding Effect; Parties Bound. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of each of them.

7.10 Entire Agreement. This writing constitutes the entire understanding of the parties as to the matters set forth herein. No modification of this Agreement shall be valid or binding unless executed in writing by each of the parties on or after the date hereof. None of the parties shall be bound by any representations, warranties, promises, statements or information as to the matters set forth herein, unless such are specifically set forth herein.

7.11 Incorporation of Recitals. All Recitals included at the beginning of this Agreement are incorporated herein as true and correct as though set forth in full.

WHEREFORE, the parties have executed this Implementation Agreement on the dates set forth beside their signatures.

CITY OF CARPINTERIA

_____, 2013

Attest:

By _____
Brad Stein, Mayor

City Clerk

11/15/13, 2013

11/16/2013, 2013

SILVER SANDS VILLAGE, INC.,
a California nonprofit corporation

By [Signature] President
Douglas C. Qualls (title)

By [Signature] Secretary
MARIO E. NARGI (title)

Approved as to form and content:

Peter Brown
City Attorney, City of Carpinteria

David C. Fainer Jr.
David C. Fainer, Jr.
Attorney for Silver Sands Village, Inc.

Addresses for Notices

To City of Carpinteria:

City Manager
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

with a copy to:

City Attorney
City of Carpinteria
5775 Carpinteria Avenue.
Carpinteria, CA 93013

To Silver Sands Village, Inc.:

Manager's Office
Silver Sands Village, Inc.
349 Ash Avenue
Carpinteria, CA 93013

with a copy to:

David Fainer, Esq.
1114 State Street
Suite 200
Santa Barbara, CA 93101

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the CITY OF CARPINTERIA ("City") and SILVER SANDS MOBILE HOME OWNERS ASSOCIATION, INC., a California nonprofit corporation ("Association"), at Carpinteria, California.

RECITALS:

A. The Silver Sands Mobile Home Park (the "Park") is an 80 space mobilehome park within the City's boundaries. The Park was originally constructed in the late 1950s/early 1960s, and presently is owned by and for the benefit of members of the Keeler family. The Park is subject to City of Carpinteria mobilehome rent stabilization and currently provides affordable housing to its residents. The legal description of the Park property is attached as Exhibit A, and is incorporated by reference.

B. Association was formed by Park residents over ten years ago for the purpose of assisting the residents of the Park in purchasing the Park from the Keeler family, to be operated for the benefit of Park residents with upgraded facilities.

C. Association is in escrow to purchase the Park from the Keeler family.

C.1 Association has advised Keeler and City that it expects the escrow for purchase and sale of the Park to be able to close in late November or early December, and that Association intends to assign its right to purchase the Park to Silver Sands Village, Inc., a nonprofit corporation now in the planning and formation stage ("Village").

C.2 Village will be a mutual benefit nonprofit corporation formed solely to own and operate the Park, and membership in Village will be open to all owners of mobilehomes in the Park. Before such memberships in Village are issued, the State of California Department of Corporations must first approve the securities offering of memberships -- and such memberships must be sold to carry out the purchase of the Park.

C.3 The Association's "master plan" is for the membership purchases to finance the reconstruction of all Park streets, landscaping and utilities (including electric, gas, water, sewer, telephone, and cable TV), and for monthly rents to pay for all operating expenses and debt service on the "seller carryback" purchase money loan secured by a trust deed on the Park property.

D. The Park is located on real property which is subject to various public street easements as created by the Town of Carpinteria Map, recorded in 1887 (Document reference: Rack 2, Map 4, County Recorder's Office), and the Dorrance Resubdivision Map,

recorded in 1922 (Document reference: Book 9, Page 95, county Recorder's Office). The Park property, as understood by the parties, is depicted on attached Exhibit B.

D.1 One of the Park property's boundaries is the centerline of Third Street as shown on the Town of Carpinteria Map and Dorrance Resubdivision Map. The southerly thirty-five feet of the Park property is subject to the City's Third Street easement although there is not and, to the parties' present knowledge, never has been a public street constructed or maintained within the Third Street easement area (which is seventy feet wide).

D.2 One of the Park property's boundaries is the centerline of Ash Avenue as shown on the Dorrance Resubdivision Map. The easterly forty feet of the Park property is subject to the City's Ash Avenue easement, and Ash Avenue is paved to a width of approximately forty feet within an overall eighty foot wide easement area, roughly in the center of such easement area.

D.3 The interior portions of the Park are subject to the Dorrance Way and Cypress Avenue easements (forty feet and eighty feet wide, respectively), although there is not and, to the parties' present knowledge, never has been a public street constructed or maintained within either of such easements on the Park property. Most of the Dorrance Way and Cypress Avenue easement areas within the Park are, and for over thirty years have been, occupied by mobilehomes.

E. Under a License between Fred and Laurine Keeler and the City of Carpinteria, dated February 3, 1972, the Park has made use of the Dorrance Way and Cypress Avenue easement areas within the Park property as mobilehome spaces. The license is revocable by the City on thirty (30) days written notice, and provides that the licensee will remove all improvements within the easement if for any reason whatsoever the City requests such removal.

F. The Park and its residents historically have made use of a portion of the southerly thirty-five feet of the Park property, which is unpaved, for vehicle parking. The Park improvements and the paving of the Park's private streets terminate at approximately the northern boundary of the Third Street easement.

G. The City is the lead agency for construction of the Carpinteria Salt Marsh Restoration Project, and is currently grading and beginning the reconstruction of the Marsh. The Project design and approved plans include all of the Third Street area.

H. The Association has asserted that the Marsh Restoration uses of the Third Street easement area on the southerly thirty-five feet of the Park property are and will be a taking of private property for public use, as such uses are asserted to be beyond the scope of the City's easement in such land for street purposes and

displace the historic resident vehicle parking uses of this area. The City disputes the Association's contentions. City asserts that the Park residents have no rights in the easement beyond those held by the general public, and that the Marsh Project's planned use of the easement as the location for a pedestrian path is consistent with the purpose of the easement and is not a surcharge thereof.

I. City has suggested that it could resolve the Association's claims by modifying the Marsh Project to remove the Third Street area from the Project and improving the Third Street easement as a public street that could be utilized for street and public parking purposes. However, revision of the Marsh Project to exclude the Third Street easement area, in order to continue the historic Park parking use or to construct a public street thereon, may not be feasible once the restoration portions of the Marsh Project have proceeded further.

J. One condition to the close of escrow is that the Association (or its assignee) reach an agreement with the City concerning the City's Dorrance Way and Cypress Avenue easements. The City has no current plan to construct a public street within the Dorrance Way and Cypress Avenue easements on the Park property, which construction would displace the existing mobilehome residences in the Park.

K. The City desires to expand and improve public parking along Ash Avenue, at least in front of the Park, to accommodate public use of the Marsh hiking trails and viewing stations to be constructed as part of the Marsh Restoration Project, as well as to accommodate beach users.

L. The parties desire to lay out a course of action which, if followed, would resolve their differences and promote their respective goals and interests, while reserving their respective rights and positions pending the final actions necessary to carry out such a course of action. Association acknowledges the state law prohibition on a governmental body agreeing to take the types of action contemplated in this MOU in advance of actually taking such action. The parties desire to obtain assurances that, if each takes certain actions, then the existing issues between them will be resolved.

NOW, THEREFORE, the parties agree as follows

1. ASSURANCES TO CITY AND AGREEMENTS BY ASSOCIATION

1.1 Recorded Memorandum Binding on Association and Successors. A one-page Memorandum of this MOU shall be recorded concurrently with the close of escrow at which Association or its successor/assign shall acquire title to the Park property. Such memorandum shall be in the form of attached Exhibit C.

1.2 Quitclaim Deed to City. Association, for itself and its successors and assigns, agrees that all right, title and interest in the southerly thirty-five feet of the Park property shall be quitclaimed to the City promptly after acquiring title to the Park property -- provided that City concurrently shall take the actions described in Section 2.

1.3 Lot Line Adjustment. Association, for itself and its successors and assigns, consents to a lot line adjustment associated with the quitclaim to the City of the southerly thirty-five feet of the Park property promptly after acquiring title to the Park property. -- provided that City concurrently shall take the actions described in Section 2.

1.4 Improvements to Ash Avenue/Additional Public Parking. Association, for itself and its successors and assigns, agrees to design and engineer improvements to Ash Avenue abutting the Park to City standards and, upon City approval of the plans, to construct such improvements within the public right of way at the sole cost and expense of Association or its successor or assign -- following the City taking the actions described in Section 2.

1.4.1 Such improvements to Ash Avenue shall include:

- installation of a culvert replacing the existing open drainage ditch adjacent to the Park fence,
- asphalt paving of Ash Avenue where presently unpaved west of the centerline of Ash Avenue,
- construction of a concrete curb and gutter along Ash Avenue adjacent to the Park,
- construction of a walkway (possibly concrete, possibly decomposed granite or other appropriate material) adjacent to the Park (if there is adequate room), intended to be "consistent" with the new Ash Avenue walkway south of Third Street
- striping of "perpendicular pull-in" or "slant" parking in the newly paved area,
- installation of landscaping, and
- placement of "public parking" signage.

1.4.2 Such improvements are estimated to cost \$40,000 to \$50,000, but the risk of such improvements costing more than such amount shall be borne by Association or its successor/assign.

1.4.3 Such improvements to Ash Avenue shall be carried out by Association or its successor or assign concurrently with construction of new streets and utilities in the Park, but not later than one year after purchase of the Park property.

1.4.4 Such improvements shall be constructed pursuant to a City of Carpinteria Agreement for Land Development Improvements, in a form approved by the City Engineer and City Attorney.

1.5 Release of Claims. Association, for itself and its successors and assigns, agrees to provide a release of its claims for damages for a taking of private property for a public purpose arising from inclusion of Third Street within the Marsh Restoration Project, after acquiring title to the Park property -- provided that City concurrently shall take the actions described in Section 2.

2. CITY ACTIONS AS PRECONDITION TO ASSOCIATION PERFORMANCE

To assure that the City has not "contracted away the police power," Association acknowledges that the City may not agree to carry out the following actions in advance of undertaking them, and therefore that the following actions are not obligations of the City. Rather, the following actions by City shall be the preconditions to performance by the Association and/or its successor and assign under Section 1, above:

2.1 Abandonment of Dorrance Way/Cypress Avenue Within Park. The City shall abandon (vacate) the City's street easement in Dorrance Way and Cypress Avenue within the Park boundaries, pursuant to the applicable provisions of the Streets and Highways Code and Government Code -- provided that Association concurrently shall take the actions described in Sections 1.2, 1.3 and 1.5.

2.2 Quitclaim of Dorrance Way/Cypress Avenue Within Park. The City shall quitclaim all of its right, title and interest in Dorrance Way and Cypress Avenue within the Park property to the Association and/or its successor or assign, as applicable -- provided that Association concurrently shall take the actions described in Section 1.2, 1.3 and 1.5.

2.3 Lot Line Adjustment. The City shall complete any lot line adjustment which it may require in connection with the quitclaim to the City of the southerly thirty-five feet of the Park property -- provided that Association concurrently shall take the actions described in Section 1.2, 1.3 and 1.5..

3. GENERAL PROVISIONS

3.1 Construction. The parties agree that each party and its respective counsel have reviewed and approved this Agreement, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and the Agreement

shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

3.2 Notices. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given (and received) (a) when personally delivered or (b) on the third (3rd) business day after the date on which mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the party for whom intended, at the address set forth on the signature page of this Agreement or such other address, notice of which is given as provided herein.

3.3 Governing Law; Venue. This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for any court action concerning this MOU shall be in Santa Barbara, California.

3.4 Captions. The captions of the sections and paragraphs of this Agreement are for convenience and reference only, and are not intended and shall not be construed to define or limit the provisions to which they relate.

3.5 Waiver. No waiver of any right hereunder shall be effective for any purpose unless in writing and signed by the party possessing said right. Any such written waiver shall not be construed to waive any subsequent right or other term or provision of this Agreement.

3.6 Further Assurance. Each of the parties hereto agrees to cooperate with one another and to perform such acts and to execute such documents or instruments as may be necessary, proper, or desirable to carry out the purposes and intent of this Agreement.

3.7 Severability. Any provision of this MOU which is adjudicated to be invalid or unenforceable shall have no force or effect and shall be severed from the MOU, but all other remaining provisions of this MOU shall remain in full force and effect.

3.8 Authorization. City represents and warrants that it has authority to enter into this MOU. Association represents and warrants that its Board of Directors has approved this MOU and authorized the Association's president to sign the Agreement. However, Association has disclosed to City that any agreement which it makes with City concerning the Dorrance Way and Cypress Avenue easements is subject to the approval of the current owners of the Park (which approval shall not be unreasonably withheld). Association has represented to City that it anticipates no difficulty in obtaining written approval of this MOU by the current Park owners.

3.9 Binding Effect; Parties Bound. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of each of them.

3.10 Entire Agreement. This writing constitutes the entire understanding of the parties as to the matters set forth herein. No modification of this Agreement shall be valid or binding unless executed in writing by each of the parties on or after the date hereof. None of the parties shall be bound by any representations, warranties, promises, statements or information as to the matters set forth herein, unless such are specifically set forth herein.

WHEREFORE, the parties execute this Memorandum of Understanding on the dates set forth beside their signatures.

CITY OF CARPINTERIA

September 24, 1997

Attest:

Jayne Diaz
City Clerk

By Donna Jordan
Donna Jordan, Mayor

SILVER SANDS MOBILE HOME PARK
OWNERS ASSOCIATION, INC.,
a California nonprofit
corporation

September __, 1997

By Ray Cole
Ray Cole, President

Approved as to form and content:

HATCH & PARENT

By

Peter Brown
Peter Brown,
City Attorney,
City of Carpinteria

David C. Fainer Jr.
DAVID C. FAIRER, JR.
Attorney for Silver Sands
Mobile Home Park Owners
Association, Inc.

Addresses for notices appear on following page.

Addresses for Notices

To City:

Samantha Orduno
City Manager
City of Carpinteria
City Hall
5775 Carpinteria Ave.
Carpinteria, CA 93013

with a copy to:

Robert Nisbet
Public Works Director
City of Carpinteria
City Hall
5775 Carpinteria Ave.
Carpinteria, CA 93013

and with a copy to:

Peter Brown
Hatch and Parent
21 East Carrillo St.
Santa Barbara, CA 93101

To Association:

Ray Cole
President
Silver Sands Mobile Home
Owners Association, Inc.
349 Ash Avenue, #7
Carpinteria, CA 93013

with a copy to:

Wes Dohle
Treasurer
Silver Sands Mobile Home
Owners Association, Inc.
349 Ash Avenue, #49
Carpinteria, CA 93013

and with a copy to:

David Fainer
1114 State Street
Suite 200
Santa Barbara, CA 93101

DESCRIPTION

Order No. 970772

KJ

Beginning at the point of intersection of the center line of Ash Avenue with the center line of Third Street, as said streets are shown on map recorded in Book 9, Page 95 of Maps and Surveys, in the Office of the County Recorder of said County; thence Northeasterly along said center line of Ash Avenue 454.09 feet, more or less, to the Southwesterly line of the tract of land described in the deed from County Bank of San Luis Obispo, to Henry Fish, recorded in Book 115, Page 148 of Deeds, records of said County; thence Northwesterly along said last mentioned line, 537 feet, more or less, to the Northwesterly line of Block 61 of the Town of Carpinteria as shown on map recorded in Book 2 as Map 4 in the Office of the County Recorder of said County; thence South 67° 30' West, and along said Northwesterly line of said Block 61 and the Southwesterly prolongation thereof; 198 feet, more or less, to the most Northerly corner of Block 60 of said Town of Carpinteria; thence South 20° 45' West, along the Westerly line of said Block 60, 297 feet, more or less, to the center line of Third Street; thence Southeasterly along said center line 571 feet, more or less, to the point of beginning.

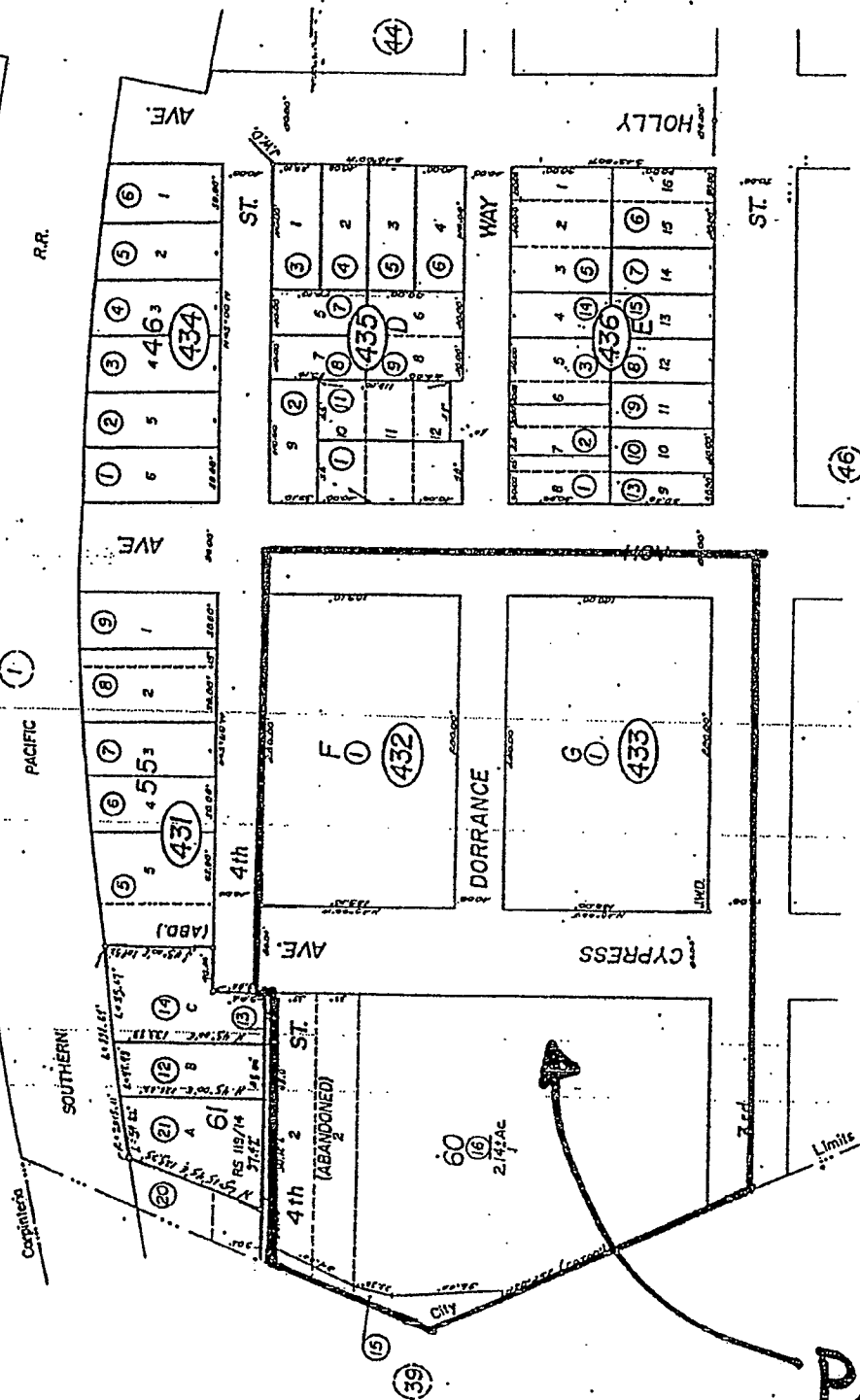
EXCEPTING therefrom those portions lying Northeasterly of the following described line:

Beginning at the intersection of the center line of Ash Avenue with the Southwesterly line of Fourth Street, as said streets are shown on the Map recorded in Book 9, Page 95 of Maps and Surveys in the Office of the County Recorder of said County; thence Northwesterly along said Southwesterly line of Fourth Street, as shown on said map to its intersection with the Northwesterly line of Cypress Avenue, as shown on said map; thence Southwesterly along said last mentioned street line to the Southerly corner of Block 61 of the Town of Carpinteria, as shown on map recorded in Book 2, as Map 4 in the Office of the County Recorder of said County, being the intersection of said line of Cypress Avenue with the Northeasterly line of Fourth Street, as shown on said last mentioned map; thence Northwesterly along said Northeasterly line of Fourth Street and the Southwesterly line of said Block 61, as shown on said last mentioned map, to its intersection with the Westerly line of the lands now or formerly of Olmstead.

EXCEPTING therefrom 50% of all oil, gas, hydrocarbons and all minerals lying below a depth of 750 feet below the surface of said land but without the right of surface entry upon said land, as reserved in the deed from Wm. H. Drake, et ux., recorded September 24, 1958 as Instrument No. 23294 in Book 1557 at Page 182 of Official Records.

EXHIBIT A

PORRUELO LANDS



Assessor's Map Bk. 3 - Pg. 43
County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

R.M. Bk. 2, Pg. 7 - Town of Carpinteria
R.M. Bk. 9, Pg. 95 - J.W. Dorrance Resub.

Park
Property

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

Peter Brown, Esq.
Hatch & Parent
21 East Carrillo Street
Santa Barbara, CA 93101

(Space above line reserved for Recorder's use)

MEMORANDUM OF

"MEMORANDUM OF UNDERSTANDING"

THIS MEMORANDUM OF "MEMORANDUM OF UNDERSTANDING" ("Memorandum") is entered into by and between the CITY OF CARPINTERIA ("City") and SILVER SANDS MOBILE HOME OWNERS ASSOCIATION, INC., a California nonprofit corporation ("Association"), at Carpinteria, California.

Whereas, Association (or its successor or assign) is the owner of the Silver Sands Mobile Home Park (the legal description of which is attached as Exhibit A);

NOW, THEREFORE, the parties agree that this Memorandum shall be recorded, giving notice that:

The parties have entered into a Memorandum of Understanding, by which Association (on its own behalf and any successor or assign) has provided assurances to City and agreements to take certain actions if the City takes certain actions -- relating to Third Street, Dorrance Way, Cypress Avenue, and Ash Avenue.

CITY OF CARPINTERIA

September __, 1997

By EXHIBIT ONLY
Donna Jordan, Mayor

Attest:

City Clerk

SILVER SANDS MOBILE HOME PARK
OWNERS ASSOCIATION, INC.
a California nonprofit
corporation

September __, 1997

By EXHIBIT ONLY
Ray Cole

EXHIBIT C

Approved as to form and content:

HATCH & PARENT

EXHIBIT ONLY

By

Peter Brown,
City Attorney,
City of Carpinteria

EXHIBIT ONLY

DAVID C. FAINER, JR.
Attorney for Silver Sands
Mobile Home Park Owners
Association, Inc.

EXHIBIT C

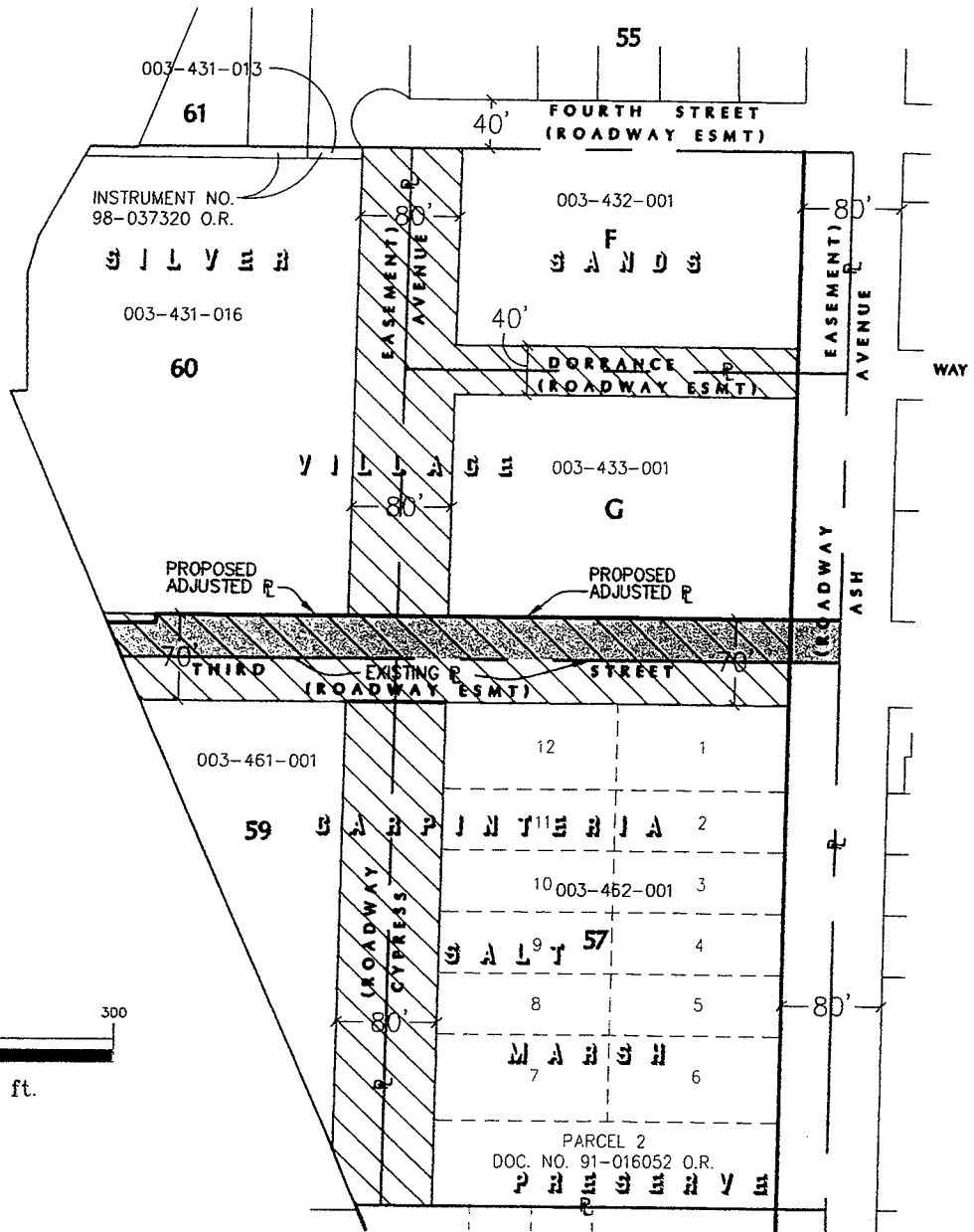
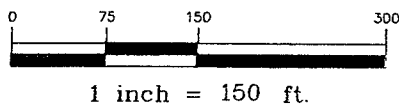


EXHIBIT "B"

Proposed Street Vacations
within Carpinteria Salt Marsh Preserve
and

Proposed Lot Line Adjustment between
the City of Carpinteria and Silver Sands
Village Mobile Home Park

Case No. 11-1603-GC/LLA/CDP

MNS
ENGINEERS INC

201 N. Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103
805.692.6921 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

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ATTACHMENT C

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PLANNING COMMISSION
STAFF REPORT

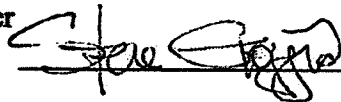
MEETING DATE: December 5, 2011

ITEM FOR CONSIDERATION

Case No. 11-1603-GC/LLA/CDP

Request for a determination that the City's abandonment and quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc. and Silver Sands Village Inc.'s transfer of property consisting of its fee interest in Third Street to the City is consistent with the General/Coastal Plan of the City of Carpinteria pursuant to Government Code §65402, and to approve a Lot Line Adjustment and Coastal Development Permit to allow the relocation of the lot line separating the Silver Sands Mobile Home Park from the Salt Marsh Nature Park, merge the parcels owned by Silver Sands Village, Inc. and merge the parcels owned by the City and developed as the Salt Marsh Nature Park.

Report prepared by: Steve Goggia, Senior Planner
Community Development Department


SIGNATURE

Reviewed by: Jackie Campbell, Director
Community Development Department


SIGNATURE

Owners/Applicants: Silver Sands Village, Inc.
and the City of Carpinteria

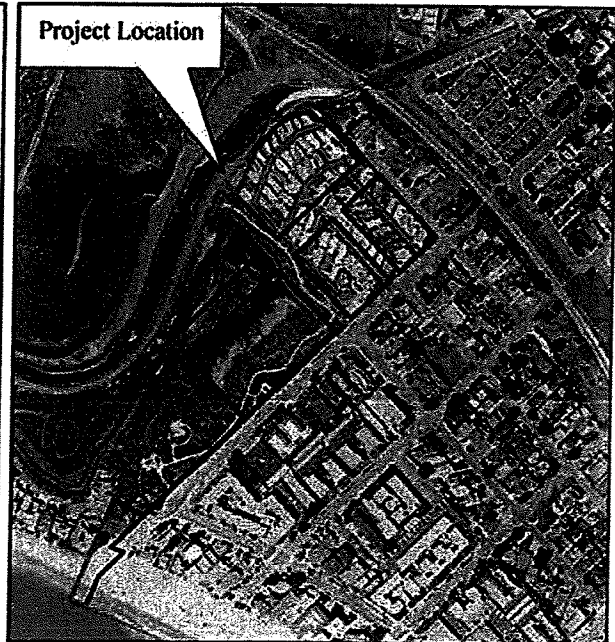
Project Location: 349 Ash Avenue and the City's
Salt Marsh Nature Park

APNs: 003-431-016, 003-431-013, 003-432-001,
003-433-001, 003-461-001, 003-462-001, 003-470-
001 and 003-470-013

Zoning: Mobile Home Park (MHP) and Recreation
District (REC)

General Plan Designation: Medium Density
Residential (MDR) and Open Space / Recreation
(OSR)

Project Location



I. RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

1. Determine that the City's abandonment and quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street, which are located within the Silver Sands Mobile Home Park, to Silver Sands Village, Inc. in exchange for Silver Sands Village, Inc. quitclaiming their fee interest in Third Street to the City, is consistent with the General/Coastal Plan pursuant to Government Code §65402, and transmit the consistency report to the City Council. This staff report and the subsequent letter reflecting the Planning Commission's action shall constitute the required report.
2. Adopt the attached Resolution, thereby approving Project Number 11-1603-GC/LLA/CDP to approve a Lot Line Adjustment and Coastal Development Permit to allow the relocation of the lot line separating the Silver Sands Mobile Home Park from the Salt Marsh Nature Park, merge the parcels owned by Silver Sands Village, Inc. and merge the parcels owned by the City and developed as the Salt Marsh Nature Park.

II. PROPOSED PROJECT DESCRIPTION

The project includes a request for a determination that the City's abandonment and quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc., and Silver Sands Village Inc.'s related transfer of property consisting of its fee interest in Third Street to the City is consistent with the General/Coastal Plan of the City of Carpinteria pursuant to Government Code §65402.

The project also includes a Lot Line Adjustment and Coastal Development Permit to allow the relocation of the lot line separating the Silver Sands Mobile Home Park from the Salt Marsh Nature Park, merge the parcels owned by Silver Sands Village, Inc. and merge the parcels owned by the City and developed as the Salt Marsh Nature Park.

The Lot Line Adjustment sheet is attached as Exhibit 1, Attachment B.

III. BACKGROUND / ACTION ITEMS

The Silver Sands Mobile Home Park is an 80-space park originally constructed in the late 1950's. This application follows a Memorandum of Understanding (MOU) made in September of 1997 between the City of Carpinteria and the Silver Sands Mobile Home Owners Association, the predecessor to Silver Sands Village, Inc. The following provides a brief summary of the background and intent of the MOU:

- Within the mobile home park property boundaries, there are City street easements for Ash Avenue, Cypress Avenue and Third Street. Only Ash Avenue is now, or is contemplated to be used in the City street system. None of the existing internal mobile home park streets coincide

with the City's street easements. Multiple mobile homes are located atop the City's street easements, and have been so for over fifty years.

- In 1997, the residents of Silver Sands were in escrow to purchase the mobile home park when construction of the Carpinteria Salt Marsh Nature Park resulted in removal of the parking area used by Silver Sands residents. This property is owned by Silver Sands Village, Inc. but encumbered by the City's Third Street easement.
- Negotiations between the City and representatives from Silver Sands Mobile Home Park resulted in the Memorandum of Understanding (MOU, Exhibit 3), which was presented and approved by the City Council on September 24, 1997.
- The Planning Commission approved a Lot Line Adjustment similar to the current proposal on May 3, 1999, and referred the street abandonment process contemplated in the MOU to the City Council.
- On May 24, 1999 the City Council adopted Resolution No. 4528 to vacate the City's street easements within Silver Sands Mobile Home Park.
- Due to delays by the parties in implementing the various components of the 1999 approvals and changed circumstances, the Lot line Adjustment and Resolution did not record and the approval of the Lot Line Adjustment expired.

The MOU included that the City's quitclaiming of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street inside the mobile home park to Silver Sands Village, Inc. in exchange for Silver Sands Village, Inc. quitclaiming their fee interest in Third Street to the City and improving Ash Avenue where it abuts the mobile home park. As presented above, the MOU requires several steps, many of which have been partially undertaken over the years but have not been completed. These steps are:

- The City is to vacate its easement interest in Dorrance Way, Cypress Avenue and Third Street within the mobile home park. The City has approved the vacation of the roads via Resolution No. 4528 which made necessary findings for summary vacation, but did not record the Resolution, because it was contingent on the actions that follow.
- The City is to quitclaim its easements in Dorrance Way, Cypress Avenue and a small portion of Third Street and Silver Sands Village, Inc. is to grant its fee interest in Third Street to the City. Following the Government Code §65402 Consistency Determination and conditional approval of this Lot Line Adjustment and CDP, an Implementation Agreement between the City and Silver Sands Village, Inc. will be brought to the City Council with a Resolution authorizing execution and recordation of the required quitclaim deeds.
- As part of the Implementation Agreement, Silver Sands Village, Inc. must sign a release of claims against the City and enter into agreement to construct the Ash Avenue improvements (i.e. pave and widen the street to accommodate improved public parking).

IV. ENVIRONMENTAL

The project has been determined to be exempt from environmental review pursuant to CEQA Guidelines Section 15305 [minor lot line adjustment and reversion to acreage] and Section 15325 [the transfer of ownership interest in land to preserve open space and habitat] of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA). See attached Notice of Exemption included as Exhibit 2.

V. ANALYSIS

Carpinteria Municipal Code Chapter 16, Subdivisions

CMC Section 16.12.010 (E):

A lot line adjustment between two or more existing adjacent parcels, where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed are not created, are exempt from the filing of a tentative final or parcel map provided that the lot line adjustment is approved by the Planning Commission.

California Government Code (Subdivision Map Act) Provisions

Lot line adjustments are exempt from the requirements of the Subdivision Map Act, pursuant to section 66412(d):

A lot line adjustment between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created, if the lot line adjustment is approved by the local agency, or advisory agency. A local agency or advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances. An advisory agency or local agency shall not impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements. No tentative map, parcel map, or final map shall be required as a condition to the approval of a lot line adjustment. The lot line adjustment shall be reflected in a deed, which shall be recorded. No record of survey shall be required for a lot line adjustment unless required by Section 8762 of the Business and Professions Code.

The Lot Line Adjustment component of this project facilitates the granting of the Silver Sands Village, Inc.'s fee interest in a portion of Third Street to the City. This property is owned by Silver Sands Village, Inc. but encumbered by the City's Third Street roadway easement. Constructed in 1997, the Carpinteria Salt Marsh Nature Park includes this area within its boundaries. The Lot Line Adjustment would simply relocate the Salt Marsh Nature Park's property boundary from the centerline of the Third Street to the north 35 feet (approximately 19,000 square feet in area). The result would not create any additional lots. The Lot Line Adjustment is consistent with the General/Coastal Plan and Zoning Code as it would not change existing land uses nor increase the density or intensity of the park. .

Government Code Section 65402

Under Government Code Section 65402, the Planning Commission must provide the City Council with a report as to the conformity of the proposed abandonment and quitclaim of the City's easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc. and Silver Sands Village, Inc.'s transfer of property consisting of its fee interest in Third Street (approximately 19,000 sq. ft. in area) to the City.

The actions described above are in conformity with the City's General/Coastal Plan. The portions of these street easements within the Silver Sands Mobile Home Park are not needed for general traffic circulation within the park as Silver Sands has been developed with its own interior street system that does not follow the existing easements. The transfer of a 35-foot wide strip of Silver Sands Village, Inc.'s property shown as a portion of Third Street to the City is also consistent with the General/Coastal Plan as the City had constructed the Salt Marsh Nature Park including a public walking trail over this portion of Third Street and it has been used as such since 1997. No changes in existing uses will occur as a result of the Lot Line Adjustment.

Zoning Code

The regulations and requirements within the mobile home park are regulated by the California Department of Housing and Community Development (HCD). The Salt Marsh Nature Park was developed pursuant to permits approved by the City consistent with the Recreation Zone designation on the subject lots.

General Plan/Coastal Plan

Land Use Element

Objective LU-1: *Establish the basis for orderly, well planned urban development while protecting coastal resources and providing for greater access and recreational opportunities for the public.*

Objective LU-3: *Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding sprawl development at the City's edge.*

Open Space, Recreation & Conservation Element

Policy OSC-1a: *Protect Environmentally Sensitive Habitat Area(s) (ESHA) from development and maintain them as natural open space or passive recreational areas.*

Policy OSC-1c: *Establish and support preservation and restoration programs for ESHA, including but not limited to Carpinteria Creek, Carpinteria Bluffs, Carpinteria Salt Marsh, seal rookery, Carpinteria reef, Pismo clam beds and the intertidal zones along the shoreline.*

The abandonments, quitclaims and lot line adjustment included within the project would clear discrepancies between the streets originally envisioned in the "Town of Carpinteria" Tract Map recorded in 1889 and the actual development of the Silver Sands Mobile Home Park and the City's Salt Marsh Nature Park. Additionally, the transfer of a portion of Third Street from Silver Sands Village, Inc. to the City further ensures pedestrian access, recreational opportunities for the public and habitat preservation within the Salt Marsh Nature Park.

VI. ACTION OPTIONS

1. Determine that the City's abandonment and quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street which are within the Silver Sands Mobile Home Park to Silver Sands Village, Inc. in exchange for Silver Sands Village, Inc. quitclaiming their fee interest in Third Street to the City and improving Ash Avenue is consistent with the General/Coastal Plan pursuant to Government Code §65402 and transmit the consistency report to the City Council (Staff's recommendation).
2. Approve Project Number 11-1603-GC/LLA/CDP to grant a Lot Line Adjustment and Coastal Development Permit to allow the relocation of the lot line separating the Silver Sands Mobile Home Park from the Salt Marsh Nature Park, merge the parcels owned by Silver Sands Village, Inc. and merge the parcels owned by the City and developed as the salt Marsh Nature Park, and adopt the Findings in Exhibit 1, Attachment A and Conditions of Approval as proposed in Exhibit 1, Attachment C. (staff's recommendation)
3. Direct the applicant to prepare project revisions and return to a future Commission meeting.
4. Conceptually deny the project as proposed. Direct staff to return with Findings for denial to the Planning Commission's next regularly scheduled meeting.

VII. ATTACHMENTS

Exhibit 1 Resolution PC 11-009
Attachment A – Findings
Attachment B – Reduced Lot Line Adjustment Sheet
Attachment C – Conditions of Approval

Exhibit 2 Notice of Exemption

Exhibit 3 Memorandum of Understanding dated September 24, 1997

Exhibit 1

Resolution PC 11-009

Attachment A – Findings

Attachment B – Reduced Lot Line Adjustment Sheet

Attachment C – Conditions of Approval

Silver Sands and City of Carpinteria Lot Line Adjustment

File No. 11-1603-GC/LLA/CDP

December 5, 2011

RESOLUTION NO. PC-11-009

A RESOLUTION OF THE CITY OF CARPINTERIA PLANNING COMMISSION MAKING THE FINDING THAT THE CITY'S ABANDONMENT AND QUITCLAIM OF ITS EASEMENT INTEREST IN DORRANCE WAY, CYPRESS AVENUE AND A SMALL PORTION OF THIRD STREET WITHIN SILVER SANDS MOBILE HOME PARK TO SILVER SANDS VILLAGE, INC. AND SILVER SANDS VILLAGE, INC.'S TRANSFER OF PROPERTY CONSISTING OF ITS FEE INTEREST IN THIRD STREET TO THE CITY IS CONSISTENT WITH GOVERNMENT CODE §65402 AND APPROVING A LOT LINE ADJUSTMENT AND COASTAL DEVELOPMENT PERMIT RELOCATING THE LOT LINE SEPARATING THE SILVER SANDS MOBILE HOME PARK FROM THE SALT MARSH NATURE PARK, MERGING THE PARCELS OWNED BY SILVER SANDS VILLAGE, INC. AND MERGING THE PARCELS OWNED BY THE CITY OF CARPINTERIA AND DEVELOPED AS THE SALT MARSH NATURE PARK LOCATED AT 349 ASH AVENUE AND THE CITY'S SALT MARSH NATURE PARK (APNS 003-431-016, 003-431-013, 003-432-001, 003-433-001, 003-461-001, 003-462-001, 003-470-001 AND 003-470-013)

REQUESTED BY THE CITY OF CARPINTERIA PUBLIC WORKS DEPARTMENT AND SILVER SANDS VILLAGE, INC.

WHEREAS, the Planning Commission of the City of Carpinteria has considered an application for a Government Code §65402 Consistency Determination, Lot Line Adjustment and Coastal Development Permit filed by the City of Carpinteria Public Works Department and Silver Sands Village, Inc. on November 21, 2011; and

WHEREAS, the application was subsequently deemed complete and accepted by the City as being consistent with the applicable submittal requirements on November 29, 2011; and

WHEREAS, the Planning Commission has conducted a noticed public hearing and received evidence regarding the application for the Government Code §65402 Consistency Determination, Lot Line Adjustment and Coastal Development Permit; and

WHEREAS, the project is exempt from the California Environmental Quality Act under Guidelines Section 15305 (minor lot line adjustment and reversion to acreage) and Section 15325 (the transfer of ownership interest in land to preserve open space and habitat); and

WHEREAS, the Planning Commission has reviewed the policies of the Local Coastal Program and associated implementation programs that are relevant to the project.

NOW, THEREFORE, THE PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

1. The City's quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc. and Silver Sands Village, Inc.'s transfer of property consisting of its fee interest in Third Street to the City is consistent with Government Code §65402.
2. The Planning Commission approves the Lot Line Adjustment and Coastal Development Permit, making the findings outlined in Attachment A and imposing the conditions of approval set forth in Attachment C.

PASSED, APPROVED AND ADOPTED this 5th day of December 2011, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONER(S):

ABSENT: COMMISSIONER(S):

ABSTAIN: COMMISSIONER(S):

Glenn La Fevers, Chair

ATTEST:

Jackie Campbell, Secretary

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the Planning Commission of the City of Carpinteria held the 5th day of December 2011.

ATTACHMENT A: FINDINGS

PLANNING COMMISSION HEARING PROJECT NO. 11-1603-GC/LLA/CDP December 5, 2011

City and Silver Sands Village, Inc. Lot Line Adjustment

FINDINGS PURSUANT TO GOVERNMENT CODE, LOCAL COASTAL PLAN, GENERAL PLAN, AND TITLE 14 OF THE CARPINTERIA MUNICIPAL CODE

1.0 Administrative Findings

The Planning Commission hereby incorporates by reference as though set forth in full all Community Development Department staff reports and attachments thereto presented to the Planning Commission and all comments made or received either orally or in writing at the public hearings on this project.

1.1 Procedures

Pursuant to the California Coastal Act, the Administrative Regulations of the California Coastal Commission and the City's Local Coastal Program, it has been found that the process for public review of the subject Local Coastal Development Permit has been properly conducted as follows:

- a. An application for a Government Code §65402 Consistency Determination, Lot Line Adjustment and Coastal Development Permit was submitted on November 21, 2011, and deemed complete and accepted by the City as being consistent with the applicable submittal requirements on November 29, 2011. Said application and all related material have been available for public review at City offices since the date of submittal.
- b. The application has been evaluated and found to conform to the applicable zone district and to be consistent with the City's Local Coastal Program Land Use Plan and the California Coastal Act.
- c. The project has been reviewed by the City's Planning Commission at a duly noticed public hearing which included, but is not limited to, mailed notice to all property owners within 300 feet of the subject properties, residents within 100 feet of the subject properties and publication in the local newspaper, the Coastal View News.

1.2 California Environmental Quality Act

The Planning Commission finds that the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15305 [minor lot line adjustment and reversion to acreage] and Section 15325 [the transfer of ownership interest in land to preserve open space and habitat] for the reasons described herein, as well as in the staff report and Notice of Exemption.

1.3 Government Code §65402 Finding

The project includes the street abandonment of Dorrance Way, Cypress Avenue and Third Street within the subject site. The streets proposed to be vacated/abandoned are not needed for general traffic circulation in the area. No streets within the site boundaries have ever been built except for Ash Avenue. The Silver Sands Village, Inc. property is zoned as MHP (Mobile Home Park) and has been developed as a mobile home park and provides its own internal streets.

The completion of all the requirements of the street abandonment process furthers the preservation and operation of the City's Salt Marsh Nature Park and the General/Coastal Plan policies associated with the wetlands park. Based on the discussion presented in this staff report and incorporated herein by reference, the City's quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc. and Silver Sands Village, Inc.'s transfer of property consisting of its fee interest in Third Street to the City is consistent with the General Plan and Coastal Plan of the City of Carpinteria pursuant to Government Code §65402.

1.4 Lot Line Adjustment Finding

Pursuant to the Subdivision Map Act and Title 16 of the Carpinteria Municipal Code, it has been found that the Lot Line Adjustment requested may be issued based on the following finding.

- 1. A lot line adjustment between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created, if the lot line adjustment is approved by the local agency, or advisory agency. A local agency or advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances. An advisory agency or local agency shall not impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or*

30

easements. No tentative map, parcel map, or final map shall be required as a condition to the approval of a lot line adjustment. The lot line adjustment shall be reflected in a deed, which shall be recorded. No record of survey shall be required for a lot line adjustment unless required by Section 8762 of the Business and Professions Code.

Adjusting the lot line separating the Silver Sands Mobile Home Park from the Salt Marsh Nature Park to reflect the transfer of Silver Sands Village, Inc.'s fee interest in Third Street to the City is consistent with the above finding as the land taken from Silver Sands Mobile Home Park will be added to the adjacent Salt Marsh Nature Park parcel and no additional parcels will result from the Lot Line Adjustment. In addition, the Lot Line Adjustment will merge the parcels owned by Silver Sands Village, Inc. and merge the parcels owned by the City and developed as the Salt Marsh Nature Park. As no increase in the number of parcels will result, nor any changes in land use would occur, the Lot Line Adjustment can be approved.

1.4 Coastal Development Permit Finding

Pursuant to the California Coastal Act, the Administrative Regulations of the California Coastal Commission and the City's Local Coastal Program, it has been found that the permit requested may be issued based on the following finding.

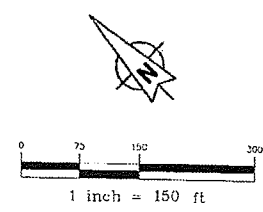
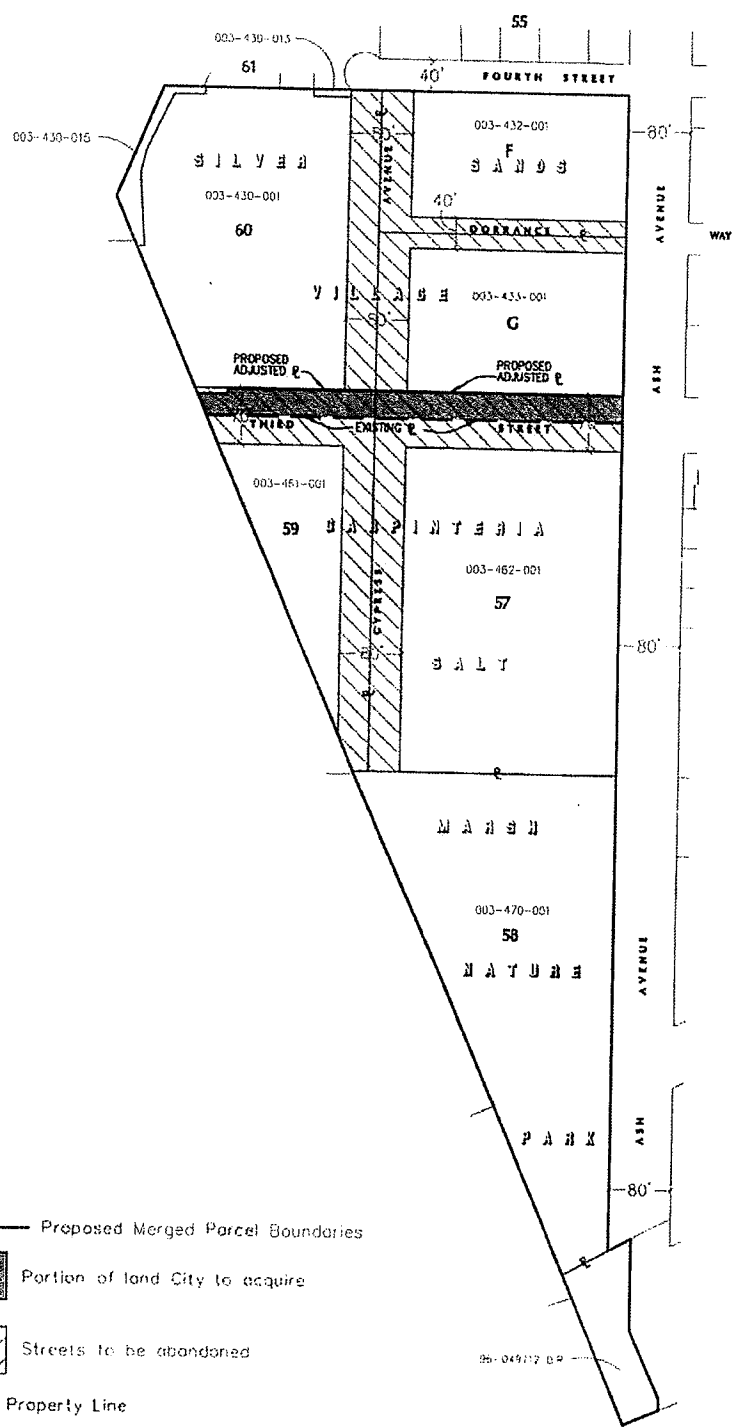
1. *The proposed development is in conformity with the City's certified Local Coastal Program.*

The project involves the City's abandonment and quitclaim of its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc. and Silver Sands Village Inc.'s transfer of property consisting of its fee interest in Third Street to the City. The lot line separating the Silver Sands mobile home park from the Salt Marsh Park will be adjusted, reflecting the transfer of Silver Sands' fee interest in Third Street to the City.

As presented in the staff report prepared for the Planning Commission hearing of December 5, 2011, and herein incorporated by reference, the proposed vacation, abandonment and quitclaim of these identified streets and easements is in conformance with the narrow provisions of the Mobile Home Park Planned Development District (MHP) regulated by the City and the Recreation District (REC) of the City's Zoning Code and the City's General Plan/Coastal Plan. No changes in land use will occur and no impacts to environmentally sensitive habitat or public recreation areas will occur.

ATTACHMENT B

Reduced Lot Line Adjustment Sheet



- Proposed Merged Parcel Boundaries
- Portion of land City to acquire
- ▨ Streets to be abandoned
- E = Property Line

Proposed Lot Line Adjustment between
the City of Carpinteria and Silver Sands
Village Mobile Home Park



ATTACHMENT C:
CONDITIONS OF APPROVAL

PLANNING COMMISSION HEARING
PROJECT NO. 11-1603-GC/LLA/CDP
December 5, 2011

City of Carpinteria and Silver Sands Village, Inc. Lot line Adjustment

1. This Lot Line Adjustment and Coastal Development Permit is based upon and limited to compliance with the project description, the hearing exhibits dated December 5, 2011, and conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the City for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

The project description is as follows:

The City of Carpinteria will quitclaim its easement interest in Dorrance Way, Cypress Avenue and a small portion of Third Street within Silver Sands Mobile Home Park to Silver Sands Village, Inc. and Silver Sands Village, Inc. will transfer its fee interest in Third Street to the City. A Lot Line Adjustment and Coastal Development Permit will relocate the lot line separating the Silver Sands Mobile Home Park from the Salt Marsh Nature Park, merge the four parcels and previous street easements owned by Silver Sands Village, Inc. into one parcel and merge the four parcels and portions of abandoned streets owned by the City comprising the Salt Marsh Nature Park into one parcel.

2. Recordation of the deeds arising from the Lot Line Adjustment shall not occur until an Implementation Agreement between Silver Sands Village, Inc. and the Carpinteria City Council has been executed.
3. The following language shall be included on the deeds arising from the lot line adjustment: This deed arises from the lot line adjustment, Case No. 01-1603-GC/LLA/CDP and defines a single parcel within the meaning of California Civil Code Section 1093. Any document used to record the lot line adjustment shall include a statement that the document arises from a lot line adjustment that is intended to identify two legal parcels.

4. Before recordation of the map, Developer shall provide the City Engineer with written evidence from the Santa Barbara County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493.
5. The approval of this Lot Line Adjustment and CDP shall expire two years from the date of approval or, ~~if appealed~~, the date of action by the City Council or the California Coastal Commission ~~on the appeal~~, if the Lot Line Adjustment and accompanying documents has not recorded. *Sharon Goggia 11/15/13*
6. Developer shall defend, indemnify and hold harmless the City or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees, to attack, set aside, void or annul, in whole or in part, the City's approval of the Lot Line Adjustment and Coastal Development Permit. In the event that the City fails promptly to notify the applicant of any such claim, action or proceeding, or that the City fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.
7. The applicant agrees to pay any and all City costs, permits, attorneys' fees, engineering fees, license fees and taxes arising out of or concerning the proposed project, whether incurred prior to or subsequent to the date of approval and that the City's costs shall be reimbursed prior to this approval becoming valid. In addition, the applicant agrees to indemnify the City for any and all legal costs in defending this project or any portion of this project and shall reimburse the City for any costs incurred by the City's defense of the approval of the project.
8. In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the City and substitute conditions may be imposed.

I HAVE READ AND UNDERSTOOD, AND I WILL COMPLY
WITH ALL ABOVE STATED CONDITIONS OF THIS PERMIT

SILVER SANDS VILLAGE, INC.

By *[Signature]* President *11/15/13*
Applicant/Property Owner Date

[Signature] *11/18/13*
Applicant/Property Owner Date

Exhibit 2

Notice of Exemption

Silver Sands and City of Carpinteria Lot Line Adjustment
File No. 11-1603-GC/LLA/CDP
December 5, 2011

NOTICE OF EXEMPTION

December 5, 2011

TO: Clerk of the Board
County of Santa Barbara
105 E Anapamu Street, Rm. 407
Santa Barbara, CA 93101

FROM: City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Project No. and Name: 11-1603-GC/LLA/CDP; Silver Sands Village GC §65402 Consistency Determination and Lot Line Adjustment

Project Location: Silver Sands Mobile home park (349 Ash Avenue) and Carpinteria Salt Marsh Nature Park (no address) including portions of Dorrance Way, Cypress Avenue and Third Street

Description of Nature, Purpose, and Beneficiaries of Project: The project includes abandonments and quitclaims of unnecessary street easements within a privately developed mobile home park and a nature park owned by the City of Carpinteria. A Lot Line Adjustment and Coastal Development Permit is also proposed to allow the relocation of the lot line separating the Silver Sands mobile home park from the Salt Marsh Nature Park, merge the parcels owned by Silver Sands Village, Inc. and merge the parcels owned by the City and developed as the Salt Marsh Nature Park

Name of Agency Reviewing Project: City of Carpinteria

Name of Person or Agency Carrying Out Project: Silver Sands Village, Inc. and City of Carpinteria

Exemption Status: (Check One)

- ☐ Statutory [Article 18]
☐ Declared Emergency [Section 15269(a)]
☐ Emergency Project [Section 15269 (b) and (c)]
☒ X Categorical [Section 15305 and 15325]

Reasons why project is exempt:

This is a project within an urbanized portion of the City of Carpinteria involving an existing privately owned mobile home park and a nature park owned by the City of Carpinteria. The abandonment and quitclaim of unnecessary street easements within these developed properties, the lot line adjustment and transfer of approximately 19,000 square feet of land from the Silver Sands Village mobile home park to the City's Salt Marsh Nature Park and the merger of existing parcels within these two developed properties is considered a minor action, exempt from CEQA pursuant to Section 15305 (minor lot line adjustment and reversion to acreage) and Section 15325 (the transfer of ownership interest in land to preserve open space and habitat).


Name
Steve Goggia, Senior Planner
(805) 684-5405 ext. 414

12/6/2011 - sent
DATE

Exhibit 3

Memorandum of Understanding
September 24, 1997

Silver Sands and City of Carpinteria Lot Line Adjustment
File No. 11-1603-GC/LLA/CDP
December 5, 2011

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ATTACHMENT D

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CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST DISTRICT
89 SOUTH CALIFORNIA STREET, SUITE 200
VENTURA, CA 93001
(805) 585-1800 FAX (805) 641-1732
www.coastal.ca.gov

**NOTICE OF PERMIT WAIVER EFFECTIVENESS**
RECEIVED

DATE: October 14, 2013
TO: City Of Carpinteria And Silver Sands Village, Inc.;
FROM: Charles Lester, Executive Director
SUBJECT: Waiver De Minimis Number 4-13-029-W

OCT 17 2013

CITY OF CARPINTERIA

Please be advised that Waiver Number 4-13-029-W, which was reported at the October, 2013, Commission hearing, became effective as of October 11, 2013. Any deviation from the application and plans on file in the Commission office may require a coastal development permit for the entire project.

APPLICANT: City Of Carpinteria And Silver Sands Village, Inc.;

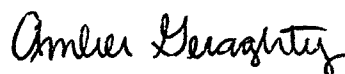
LOCATION: 349 Ash Avenue & City Of Carpinteria Salt Marsh Nature Park (Ash Avenue, Cypress Avenue & Third Street), Carpinteria (Santa Barbara County) (APN(s) 003-431-16, 003-433-01, 003-461-01, 003-462-01)

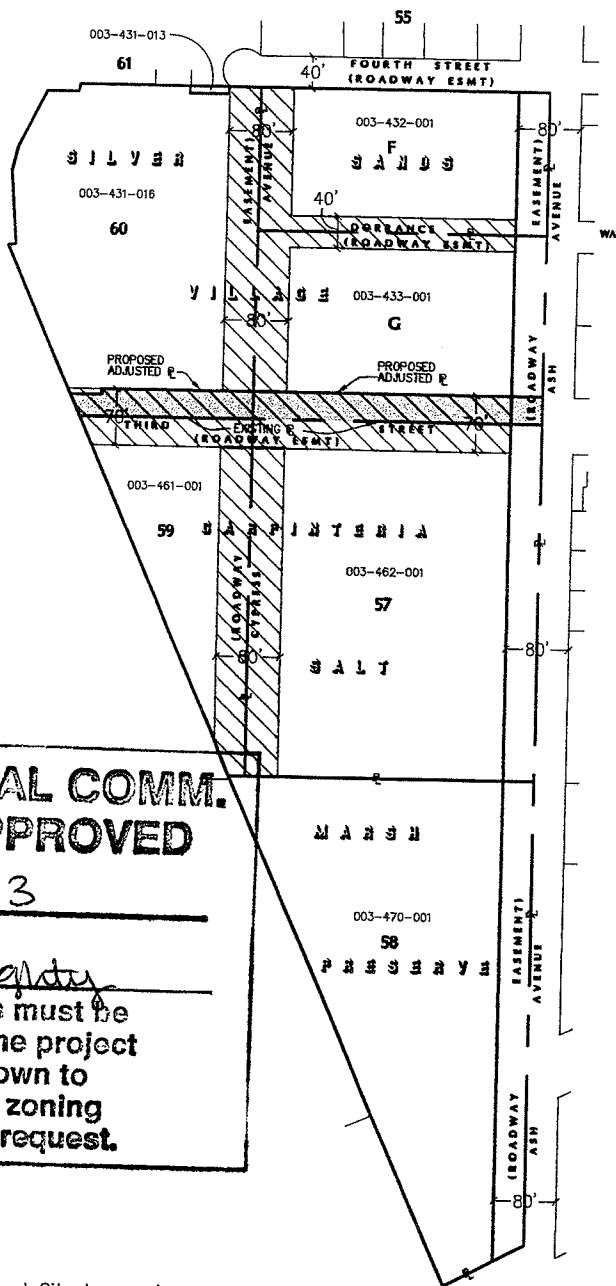
DESCRIPTION: A lot line adjustment between two parcels within Silver Sands Mobile Home Park (APNs 003-431-016 & 003-433-001) and two parcels within the Carpinteria Salt Marsh Nature Park (APNs 003-461-001 & 003-462-001) to move the Nature Park boundary to the northeast by 35 ft. from the centerline to the northern edge of the City's Third Street Road easement. The lot line adjustment will also result in combining 14 historic parcels owned by the City within the Nature Park (identified for tax purposes as APNs 003-461-001 & 003-462-001) into one legal parcel "proposed Parcel B" (5.36 acres), and in combining 4 parcels within Silver Sands Mobile Home Park (identified for tax purposes as APNs 003-431-016, 003-433-001, 003-432-001, 003-431-031) into one legal parcel, "proposed Parcel A" (5.62 acres). All unused public street easements held by the City in the Mobile Home Park and the Nature Park will be vacated.

Should you have any questions, please contact our office.

Sincerely,

CHARLES LESTER
Executive Director


By: AMBER GERAGHTY
Coastal Program Analyst



**CA. COASTAL COMM.
PLANS APPROVED**

Date 10/15/13

Sg. R. Geraghty

These plans must be
present on the project
site & shown to
building & zoning
officials on request.

-  Portion of land City to acquire
-  Street Easements to be abandoned
-  = Property Line

Proposed Lot Line Adjustment between
the City of Carpinteria and Silver Sands
Village Mobile Home Park
Case No. 11-1603-GC/LLA/CDP



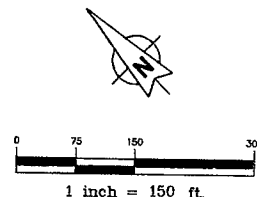
201 N. Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103
805.692.6921 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

CP483_TM.dwg • 01/05/12 • RLS • E-FILE



APPROVED IN CONCEPT
CITY OF CARPINTERIA
COMMUNITY DEVELOPMENT DEPARTMENT
5775 CARPINTERIA AVENUE
CARPINTERIA, CALIFORNIA 93013
Steve Engman
SENIOR PLANNER



ATTACHMENT E

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THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL FOR THE
SUMMARY VACATION OF UNUSED PORTIONS OF DORRANCE WAY,
THIRD STREET AND CYPRESS AVENUE**

SUMMARY ORDER TO VACATE (PORTIONS OF CITY RIGHT-OF-WAY)

WHEREAS, in order to protect, preserve and promote the health, safety, and welfare of the community, it is in the City's best interest to vacate the Street Easements; and

WHEREAS, the City Council considered these matters at a duly noticed public hearing and accepted public comment on these matters.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Carpinteria that:

1. That the above recitals are true and correct; and
2. That the portions of Street Easements being vacated are particularly described and shown on "Exhibit A" attached hereto and incorporated herein; and
3. That the City Council directs the Mayor to execute this Resolution; and
4. That the City Council directs the City Clerk to record a copy of this Resolution in the Office of the County Recorder of Santa Barbara County.
5. That from and after the date of the recordation of this Resolution, the Street Easements shall no longer constitute a public right of way.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Carpinteria, County of Santa Barbara, State of California, this _____ day of _____, by the following vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAINED: COUNCIL MEMBER:

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 _____ day of _____ 2013.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

Exhibit A

Legal Descriptions of Vacated Street Easements

Cypress Avenue:

That portion of Cypress Avenue (80.00 feet wide) in the City of Carpinteria as shown on the Map of the Town of Carpinteria recorded in Rack 2, Map 4 in the office of the County Recorder, County of Santa Barbara, State of California lying northeasterly of the southwesterly line of First Street (70.00 feet wide) and southwesterly of the southwesterly line of Fourth Street (40.00 feet wide) as shown on the Map recorded in Book 9, Page 95 of Maps and Surveys in the office of said County Recorder .

Dorrance Way:

That portion of Dorrance Way (40.00 feet wide) in the City of Carpinteria as shown on the Map recorded in Book 9, Page 95 of Maps and Surveys in the office of the County Recorder, County of Santa Barbara, State of California lying between the northwesterly line of Ash Avenue (80.00 feet wide) and the southeasterly line of Cypress Avenue (80.00 feet wide) as shown on said map.

Third Street:

That portion of Third Street (70.00 feet wide) in the City of Carpinteria as shown on the Map of the Town of Carpinteria recorded in Rack 2, Map 4 in the office of the County Recorder, County of Santa Barbara, State of California lying between the northwesterly line of Ash Avenue (80.00 feet wide) and City Limits boundary to the northwest.

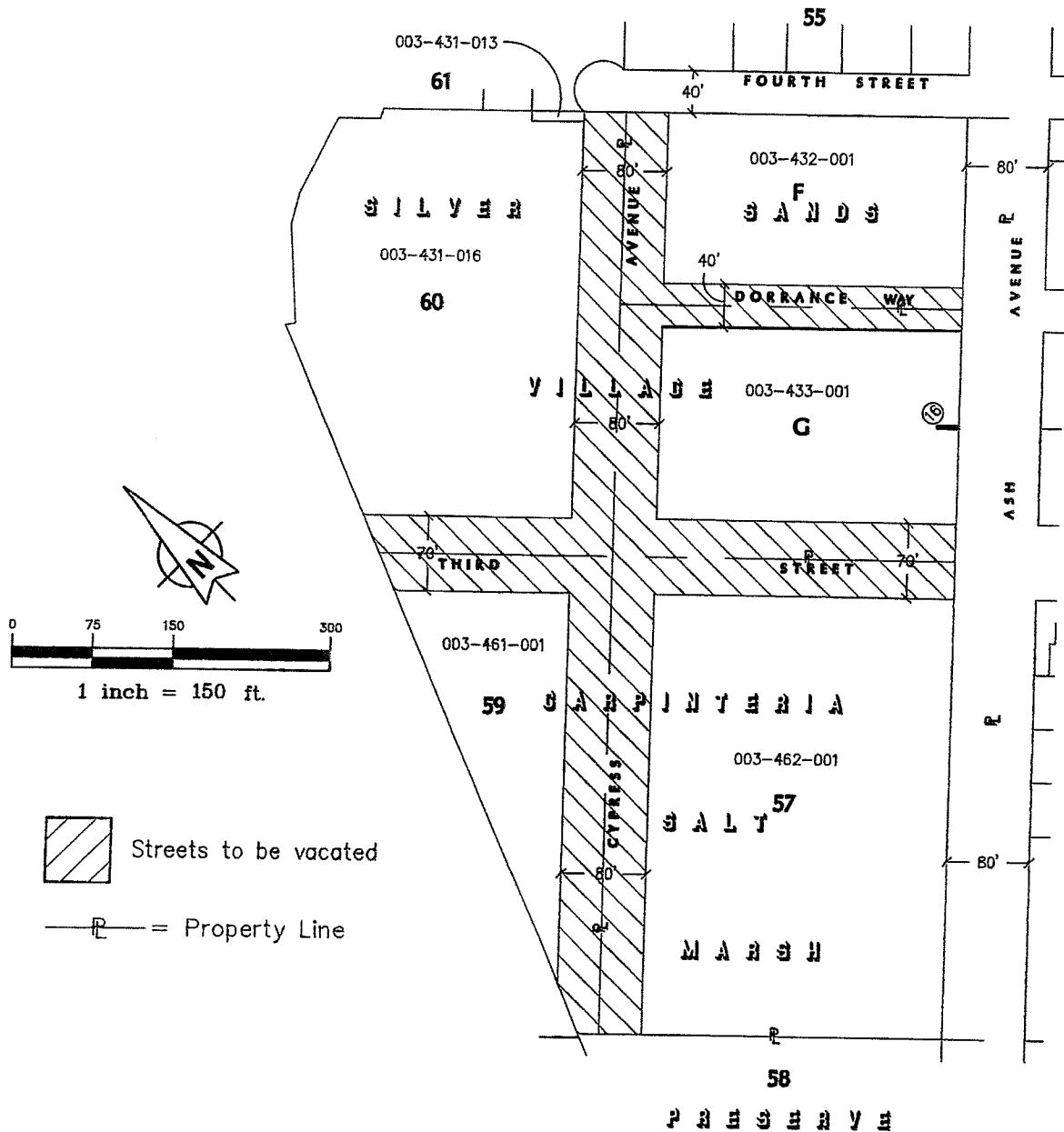
These real property descriptions were prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 

Mark E. Reinhardt, PLS

Date: Nov. 6, 2013





STREETS VACATION SKETCH

MINS

ENGINEERS INC

201 N. Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103
805.692.6921 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT



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ATTACHMENT F

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Carpinteria
Community Development Department
5775 Carpinteria Ave.
Carpinteria, CA 93013

APN: 003-431-016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lot Line Adjustment No. 11-1603-LLA/CDP/GC

DOCUMENTARY TRANSFER TAX \$0

Public Agency is Grantee RTC § 11922

Signature of Declarant or Agent Determining Tax

GRANT DEED

SILVER SANDS VILLAGE, INC. a California Non-Profit Corporation

hereby GRANTS in fee to

THE CITY OF CARPINTERIA, a California Municipal Corporation,

that certain real property described in Exhibit A and graphically depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

This deed arises from Lot Line Adjustment 11-1603-LLA/CDP/GC and is not intended to create a single legal parcel within the meaning of Civil Code 1093. The property conveyed in this deed shall merge into a single legal parcel with that property previously conveyed to the Grantee recorded March 20, 1991 as Instrument No. 91-016052 Official Records.

IN WITNESS WHEREOF, the grantor has executed this instrument this 15th day of November, 2013.

Silver Sands Village, Inc., a California Non-Profit Corporation:

Signed: [Signature]

Print Name: Douglas L. Qualls

Title: President

Date: 11/15/13

Signed: [Signature]

Print Name: MARIO F. NARGI

Title: Secretary

Date: 11/16/2013

NOTARY

STATE OF California)

COUNTY OF Santa Barbara)ss

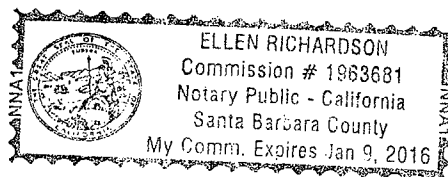
On this the 15 day of November, 2013 before me, Ellen Richardson, a
Notary Public, personally appeared Douglas L. Qualls

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the
person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]



ALL PURPOSE ACKNOWLEDGMENT

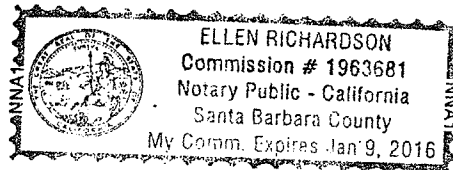
STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

On November 14, 2013 before me, Ellen Richardson, Notary Public personally appeared Marco E Narge who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Allen Reckart
My commission expires on January 09, 2016
My commission # 1963681



(NOTARY SEAL)

THIS CERTIFICATE MUST BE ATTACHED TO

Title of Document Type _____

Number of Pages _____ Date of Document _____
 Signer(s) Other Than Named Above _____

Exhibit A

(Third Street Grant)

A portion of Third Street and Ash Avenue in the City of Carpinteria as shown on Map recorded in Map 4, Rack 2, records of Santa Barbara County, State of California, described as follows:

That portion of land lying westerly of the centerline of Ash Avenue, northerly of the centerline of Third Street and the easterly extension thereof, southerly of the northerly line of Third Street and the easterly extension thereof, and easterly of the westerly boundary of the Town of Carpinteria as shown on said map.

Excepting therefrom the following described portion of Third Street.

That portion of Third Street in the City of Carpinteria as shown on Map recorded in Map 4, Rack 2, records of Santa Barbara County, State of California, described as follows:

Beginning at the intersection of the northerly line of Third Street (70.00 feet wide) with the westerly boundary of the Town of Carpinteria as shown on said map; thence,

- 1st along said northerly line, S 44° 33' 45" E, 42.37 feet; thence,
- 2nd S 48° 22' 54" W, 7.12 feet; thence,
- 3rd N 45° 12' 57" W, 38.63 feet to a point on said westerly boundary of the Town of Carpinteria; thence,
- 4th along said westerly boundary N 21° 22' 11" E, 8.27 feet to the point of beginning.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: _____

Mark E. Reinhardt, PLS

Date: 11-6-13



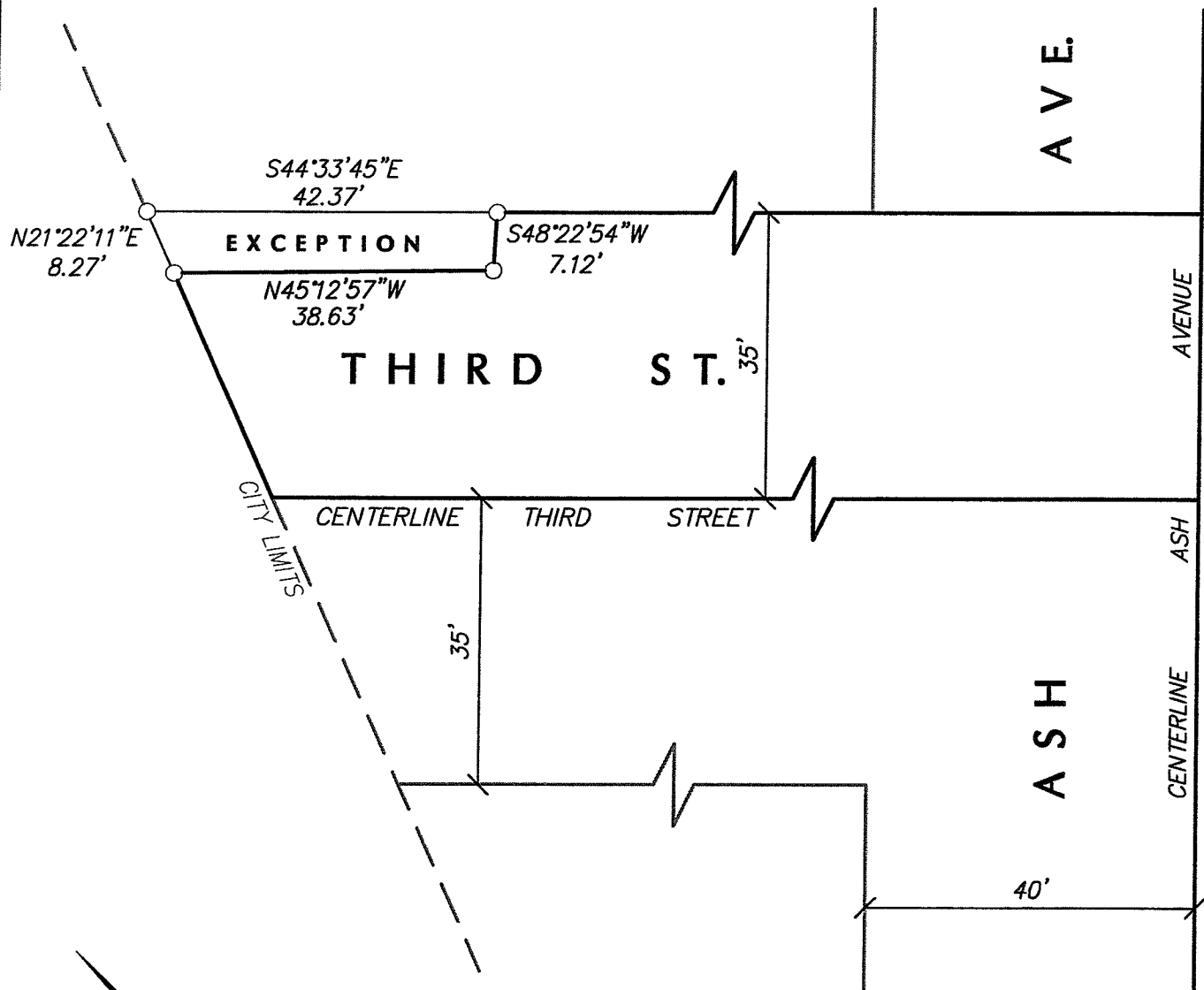
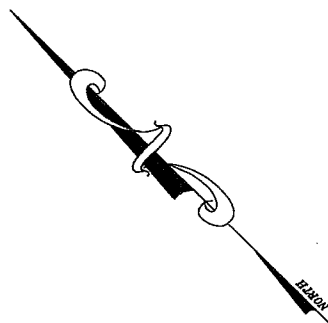


EXHIBIT "B"
 DIAGRAM SHOWING THE SHADED AREA
 AS THE PORTION OF LAND DESCRIBED
 IN ATTACHED LEGAL DESCRIPTION (EXHIBIT "A")



SCALE: 1" = 20'

MNS ENGINEERS ▽ SURVEYORS ▽ CONSTRUCTION MANAGERS
 ENGINEERS INC *Quality Infrastructure Services*

4141 STATE STREET, SUITE B-11, SANTA BARBARA, CA 93110
 TELEPHONE (805) 682-6921 FAX. (805) 682-6931

CC483-845 * CP483-EXB-4.DWG * 02/12 * RLS * E-FILE



CERTIFICATE OF ACCEPTANCE
AND CONSENT TO RECORDATION OF
GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from **SILVER SANDS VILLAGE, INC., a California Non-Profit Corporation**, to the City of Carpinteria, a Municipal Corporation of the State of California, is hereby accepted by the undersigned City Clerk on behalf of the City Council, pursuant to the action of the City Council at its meeting of _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

City of Carpinteria

by _____
City Clerk

ATTACHMENT G

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**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

CITY OF CARPINTERIA
CITY CLERK
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

APN: 003-431-016, 003-432-001, 003-433-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares that the Documentary Transfer Tax is \$0.00, based on:

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area
☒ No Beneficial Ownership Change

QUITCLAIM DEED

CITY OF CARPINTERIA, a California municipal corporation, hereby remises, releases and quitclaims to **SILVER SANDS VILLAGE, INC.**, a California not for profit corporation, all right title and interest the City of Carpinteria has in that certain real property described in Exhibit A and graphically depicted in Exhibit B, which are attached hereto and incorporated herein by reference ("**Property**").

Dated: _____, 2013

CITY OF CARPINTERIA:

Mayor, City of Carpinteria

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

- Exhibit A - Legal Description of the Property
Exhibit B - Graphic Depiction of the Property

NOTARY

STATE OF _____)
COUNTY OF _____)ss

On this the _____ day of _____, 20_____, before me, _____, a Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument, the person(s), or the entity on behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

Witness my hand and official seal.

Signature _____

Printed _____

My Commission Expires: _____

Commission Number: _____

Principal office located in County of: _____

EXHIBIT "A"

Cypress Avenue:

That portion of Cypress Avenue (80.00 feet wide) in the City of Carpinteria as shown on the Map of the Town of Carpinteria recorded in Rack 2, Map 4 in the office of the County Recorder, County of Santa Barbara, State of California lying northeasterly of the northeasterly line of Third Street (70.00 feet wide) and southwesterly of the southwesterly line of Fourth Street (40.00 feet wide) as shown on the Map recorded in Book 9, Page 95 of Maps and Surveys in the office of said County Recorder .

Dorrance Way:

That portion of Dorrance Way (40.00 feet wide) in the City of Carpinteria as shown on the Map recorded in Book 9, Page 95 of Maps and Surveys in the office of the County Recorder, County of Santa Barbara, State of California lying between the northwesterly line of Ash Avenue (80.00 feet wide) and the southeasterly line of Cypress Avenue (80.00 feet wide) as shown on said map.

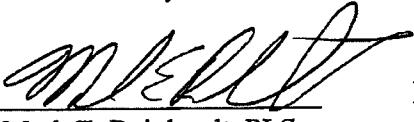
Third Street:

That portion of Third Street in the City of Carpinteria as shown on Map recorded in Map 4, Rack 2, records of Santa Barbara County, State of California, described as follows:

Beginning at the intersection of the northerly line of Third Street (70.00 feet wide) with the westerly boundary of the Town of Carpinteria as shown on said map; thence,

- 1st along said northerly line, S 44° 33' 45" E, 42.37 feet; thence,
- 2nd S 48° 22' 54" W, 7.12 feet; thence,
- 3rd N 45° 12' 57" W, 38.63 feet to a point on said westerly boundary of the Town of Carpinteria; thence,
- 4th along said westerly boundary N 21° 22' 11" E, 8.27 feet to the point of beginning.

These real property descriptions were prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

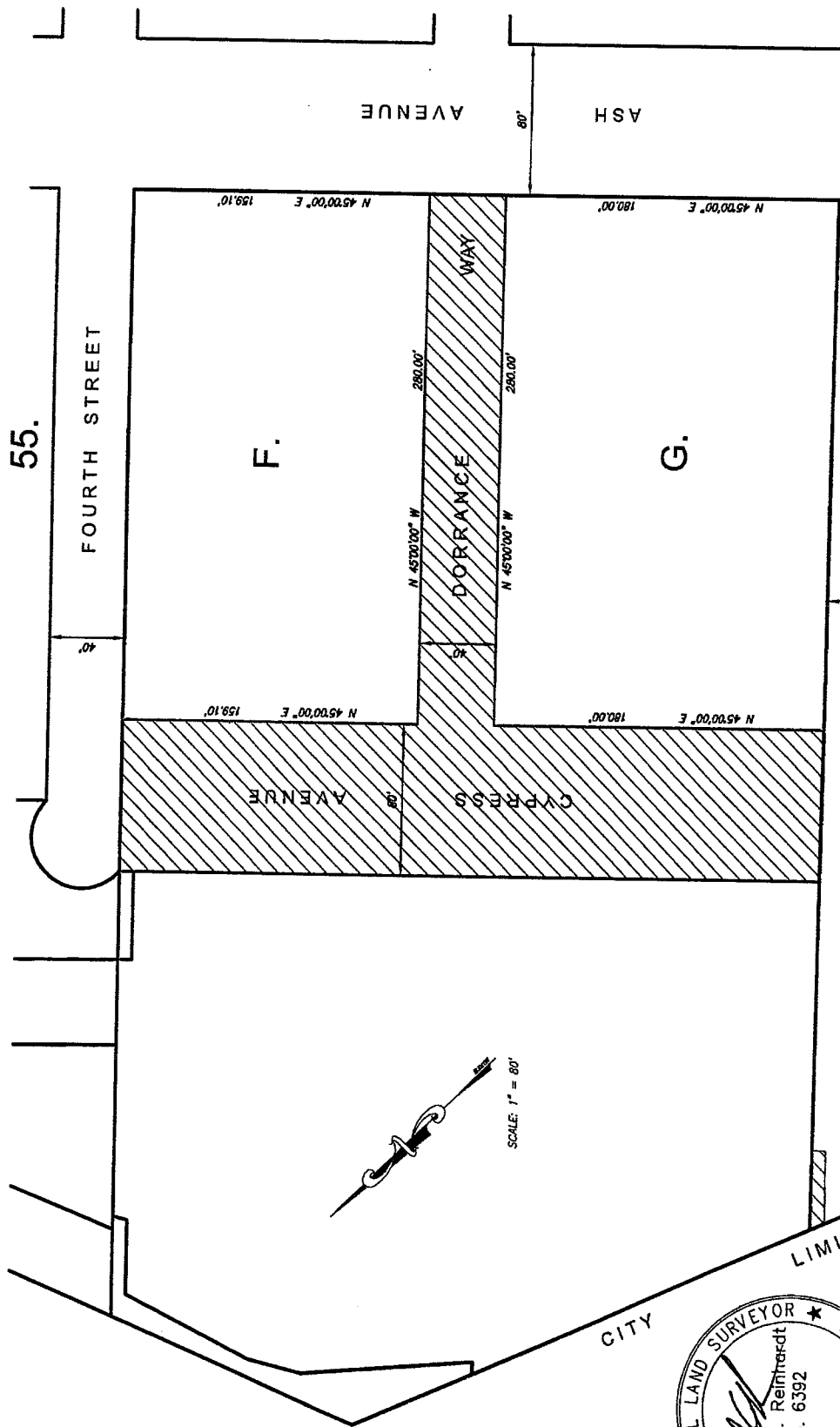
Signature: 
Mark E. Reinhardt, PLS

Date: Nov. 6, 2013



55.

FOURTH STREET



ASH AVENUE

ASH AVENUE

F.

G.

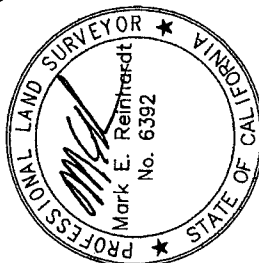
DORRANCE WAY

CYPRESS AVENUE

CYPRESS AVENUE

THIRD STREET

CITY LIMITS



201 N. Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103
805.692.6921 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

57

EXHIBIT B

Sketch Showing Quitclaimed Portions
of Roadway as the Hatched Areas

CP483-142 * CP483-EXB-A.dwg * 03/05/12 * RLS * E-File

STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEM FOR COUNCIL CONSIDERATION:

Union Pacific Railroad Three-way Lot Split
TPM 25,192 Final Map Clearance
Project #13-1663-TPM/CDP

Report prepared by: Matthew Roberts, Parks and Recreation Director


Signature

Signature

City Manager: Dave Durflinger

STAFF RECOMMENDATION:

Action Item X ; Non-Action Item

That the City Council authorize the recordation of Parcel Map 25,192.

Sample Motion: I move to authorize the City Manager to take the necessary steps to submit Parcel Map No.25,192 to the County Recorder of Santa Barbara County for recordation.

I. BACKGROUND

The map allows the Union Pacific Railroad (UPRR) to divide APN 004-105-015, a 5.93-acre parcel located along the south side of the railroad tracks between Holly and Olive Avenues into three parcels of approximately 1.34, 0.17 and 4.42 acres, thereby facilitating the sale of the two smaller parcels to the City of Carpinteria. These parcels are labeled parcel "A" and parcel "C" on the Parcel Map. The remaining 4.42 -acre parcel would be retained by the UPRR to be used for continued railroad operations.

On May 6, 2013, the Planning Commission found that the acquisition of the Union Pacific Railroad property by the City is consistent with the General Plan/Coastal Plan pursuant to a Government Code §65402 determination request. The requisite Tentative

Parcel Map was approved and the Exemption pursuant to §15061 of the State Guidelines for Implementation of the California Environmental Quality Act was accepted by the Planning Commission on August 5, 2013 under case number 13-1663-TPM/CDP.

II. FINANCIAL CONSIDERATIONS

Based upon the net square footage of the City's proposed acquisition, the land cost will be approximately \$769,918.00. These are proposed to be paid for by the City's Park Land Acquisition Fund, Open Space Acquisition Fund and the Quimby Fund. These funds have a collective balance of approximately \$802,000.

III. LEGAL ISSUES

There are no Conditions of Approval required to be satisfied before the Map records.

IV. OPTIONS

1. Accept and approve Tentative Parcel Map 25,192 for recording.
2. Request revisions to Map sheet and direct staff to return to a future Council meeting.

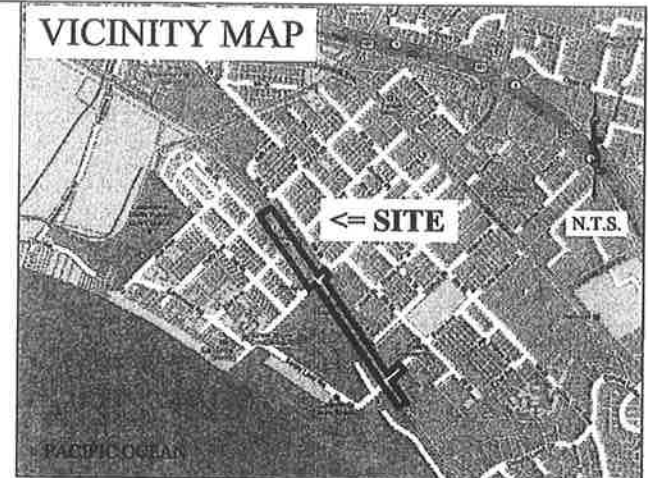
V. ATTACHMENTS:

Attachment A Reduced copy of Tentative Parcel Map 25,192

ATTACHMENT A

PARCEL MAP No. 25,192

In the City of Carpinteria, County of Santa Barbara, State of California
Being a division of Parcel 2 as shown on the Map recorded October 8, 2012 in
Book 63, Pages 93 to 94 of Parcel Maps in the Office of the County Recorder
of Santa Barbara County, California.



Owner's Statement

We hereby state that we are the owners of or have an interest in the land included within the subdivision shown on the annexed map, and that we are the only person(s) whose consent is necessary to pass clear title to said land. We consent to the making and recordation of said map and subdivision as shown within the distinctive border lines.

Southern Pacific Rail Corporation,
a Delaware Corporation

By: _____
Name: _____ Title: _____
Name: _____ Title: _____

Notary

State of Nebraska
County of _____

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: _____

Name Printed: _____

Commission Expires: _____

Commission No. _____

Principal Office Located in the County of: _____

Clerk of the Board's Statement

I, Chandra L. Wallar, Clerk of the Board of Supervisors of Santa Barbara County, do hereby state that pursuant to Government Code Section 66464 (State Subdivision Map Act), that the certificates and deposits required under Government Code Section 66492 and Section 66493 (State Subdivision Map Act) on the property within this subdivision have been filed and made.

Chandra L. Wallar
Clerk of the Board of Supervisors
of Santa Barbara County

By: _____
Deputy _____ Date _____

Surveyor's Statement

This map was prepared by me or under my direction and was compiled from record data in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of the City of Carpinteria on September 18, 2013. I hereby state that this Parcel Map substantially conforms to the approved or conditionally approved Tentative Map, if any.

Jeffery K. Prober
P.L.S. 8101

10-21-2013
Date



City Surveyor's Statement

I hereby state that I have examined this map and that all provisions of the Subdivision Map Act and Local Ordinances have been complied with and that I am satisfied that this map is technically correct, and that the Parcel Map as shown is substantially the same as it appeared on the Tentative Map and any approved alteration thereof.

By: _____
Mark E. Reinhardt, P.L.S. 6392 Date 09-22-2013
City Surveyor, City of Carpinteria



Signature Omissions

Signatures of the following easement holders have been omitted pursuant to Section 66436(a)(3)(A)(i) of the Government Code (Subdivision Map Act).

1. County of Santa Barbara: An easement for highway purposes per Instrument No. 5072, Recorded July 19, 1934 in Book 309, Page 489 Official Records.
2. SPTC a Delaware corporation: An easement for fiber optic cables, conduit, and related appurtenances per Instr.No. 88-64998 of Official Records recorded October 11, 1988

City Clerk's Statement

I hereby state that the City Council of the City of Carpinteria, by minute action on the ____ day of _____ 2013 approved this map.

City Clerk -- City of Carpinteria _____ Date _____

Recorder's Statement

Filed this ____ day of _____, 20____ in Book _____ of Parcel Maps at pages _____ to _____ at the request of Prober Land Surveying.

Fee: _____

Joseph E. Holland
Clerk - Recorder - Assessor
Santa Barbara County

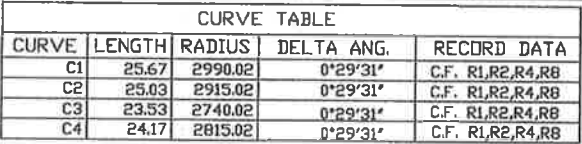
By: _____
Deputy

Community Development Director's Statement

I hereby state that I have examined this parcel map and have determined that it substantially conforms to the tentative map as approved by the City Council of the City of Carpinteria on _____, and to the conditions as imposed thereon.

Jackie Campbell, Community Development Director _____ Date _____

PROBER
Land Surveying
645 Flora Vista Drive, Santa Barbara, CA 93109
Office 805.964-1096 Fax 964-2415 plash@cox.net
www.ProberLandSurveying.com

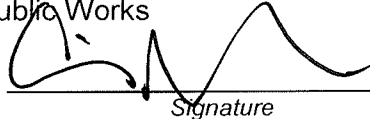


STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEMS FOR COUNCIL CONSIDERATION:

Approval and adoption of Ordinance No. 665 replacing Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management, in its entirety.

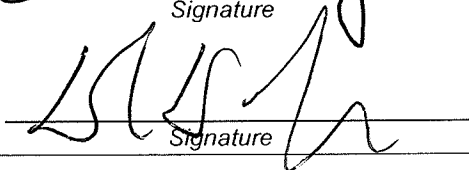
Report prepared by: Erin Maker, Environmental Coordinator
Department: Public Works


Signature

**Reviewed by
Public Works
Director:**


Signature

**Reviewed by
City Manager:**


Signature

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

Recommendation: That the City Council approve and adopt Ordinance No. 665, as read by title only (first reading), replacing in its entirety Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management, and continue this item to the City Council meeting of December 9th for final adoption of Ordinance 665 (second reading).

Sample Motion: I move to approve and adopt Ordinance No. 665, as read by title only (first reading), replacing in its entirety Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management, and continue this item to the City Council meeting of December 9th for final adoption of Ordinance 665 (second reading).

I. BACKGROUND:

The purpose of the City of Carpinteria Solid Waste Program is to oversee solid waste handling in the City, including recycling, green waste and household hazardous waste. Program responsibilities include monitoring the City's waste stream to ensure compliance with goals set

by the State of California Department of Resources Recycling and Recovery (CalRecycle). The Program provides residential and commercial solid waste recycling, green waste and roll-off services through a solid waste handling franchise agreement pursuant to Carpinteria Municipal Code Chapter 8.08. In addition to offering curbside solid waste and recycling collection, the City runs an Antifreeze, Battery, Oil and Paint (ABOP) collection program to encourage proper disposal of those types of materials, as well as electronic waste. The City also holds an annual Household Goods and Hazardous Waste Collection Day that allows residents to drop off hazardous wastes not collected through the ABOP program. The ABOP and Hazardous Waste collection programs are conducted by the City and other vendors and are not part of the Franchise Agreement for Solid Waste discussed herein.

In 1989, Assembly Bill 939, the Integrated Waste Management Act, established the Integrated Waste Management Board (now CalRecycle). Through AB 939, California created waste diversion mandates, established permitting and enforcement mechanisms and authorized local jurisdictions to impose fees to establish, implement and administer solid waste programs. Ultimately, AB 939 is aimed at reducing the amount of material that is deposited in landfills.

The City of Carpinteria adopted an integrated waste management ordinance in 1992. Since its adoption, the City has worked closely with the community and waste haulers to achieve and maintain compliance with state waste diversion mandates. This included implementing new programs, such as the annual Hazardous Waste Collection day, as well as increasing the use of existing programs.

Following approval of a new Franchise Agreement for Solid Waste Handling Services in October of 2012, it was determined that revising the City's existing integrated waste management regulations was necessary. The item for consideration by City Council is removing and replacing, in its entirety, Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management.

The provisions of the proposed Integrated Waste Management Ordinance are intended to update local regulations to incorporate existing state and federal regulations, increase recycling measures, and protect the health, safety, and welfare of the Carpinteria community, to the maximum extent practicable by law.

II. DISCUSSION:

The City currently has an agreement with E.J. Harrison and Sons, Inc. for regular solid waste handling services, including trash, recycling, and green waste services for residential and commercial customers. The Ordinance establishes residential and commercial franchises, and covers aspects of franchise agreements, including bond requirements, indemnification and insurance. It also allows for inspection of the Franchisee's property and records and establishes collection standards. The Franchise Agreement provides greater detail of solid waste collection services. There are several significant changes incorporated into the draft Ordinance, which are described in greater detail below.

Commercial Recycling Required

Commercial businesses generate approximately three quarters of all waste generated in California. Based on estimates by the California Department of Resource Recovery and Recycling (CalRecycle), a large amount of waste generated by the commercial sector that is

currently landfilled is recyclable materials. Increasing recycling rates in the commercial sector increases the City's overall diversion rates and helps extend the life of Toland landfill, where Carpinteria's waste currently is disposed of.

AB 341, passed in 2011, requires commercial recycling for businesses that generate four cubic yards of waste or more per week, and multi-family dwellings with five or more units. It also set a 75% statewide diversion goal by 2020.

Commercial customers have several options available to them to comply with these regulations, as listed below:

1. Subscribing to collection services with the City's franchise hauler, E.J. Harrison and Sons. Commercial recycling services are offered at a discounted rate from trash service to encourage recycling, and by subscribing to this service it may even reduce the overall monthly trash bill.
2. Shared commercial recycling service. On some commercial properties it may make sense for businesses or multifamily residences to share commercial recycling services due to site constraints or other circumstances.
3. Self-hauling. The Integrated Waste Management Ordinance allows businesses to self-haul their recyclables, provided they report to the City the types and amounts of recyclables to be self-hauled and the facility that processes these materials.

Unscheduled Solid Waste Handling Services

The draft Ordinance provides for unscheduled collection services for both residential and commercial customers. Unscheduled collection services meet the need for irregularly generated waste, such as construction and demolitions wastes. These services typically require the use of roll-off containers.

This Article addresses permitting, bond requirements, indemnification and reporting, and sets minimum standards for containers, including their maintenance. It also requires encroachment permits for any container placed in the public right-of-way.

Mandatory Recycling of Construction and Demolition Waste

Construction and Demolition (C&D) waste is often the bulkiest and heaviest material in the waste stream, and can significantly influence diversion rates, which are weight based. C&D waste recycling is a state mandated program.

The Integrated Waste Management Ordinance sets recycling requirements of C&D waste in the City, establishing a required 65% diversion rate for these materials. Most C&D waste, which includes concrete, lumber, and metals, is highly recyclable. Covered projects are defined by the ordinance and exemptions are provided where applicable. Covered projects will be required to submit a Waste Management Plan that includes:

1. The estimated volume or weight of project construction and demolition debris, by materials type, to be generated;
2. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling;
3. The vendor and facility that the applicant proposes to use to collect and receive recyclable material; and

4. The estimated volume or weight of construction and demolition debris that will be taken to a landfill.

Upon completion of the project, the applicant must submit a final completed Waste Management Plan demonstrating compliance with the minimum 65% diversion standard.

The minimum diversion rate of 65% was selected for C&D materials due to the high rate of recovery of most C&D materials. Setting the rate higher than the current 50% diversion rate set by the California Green Building Code also brings the City closer to achieving the 75% diversion goal established in state law.

III. POLICY:

The proposed Ordinance is consistent with the following state laws and City of Carpinteria policies.

State

Assembly Bill 939 – The California Integrated Waste Management Act

The Integrated Waste Management Act, commonly referred to as AB 939, set waste diversion standards statewide. The City is in compliance with the 50% diversion mandate. With the enhanced programs, including Article 8 of the proposed Agreement, the City will work with Harrison to not only maintain compliance, but increase diversion in all sectors (residential, commercial, construction and demolition).

2010 California Green Building Code (CALGreen)

Effective January 1, 2011, newly constructed buildings were required to recycle and/or salvage for reuse at least 50 percent of the construction materials generated during the project (CALGreen Sections 4.408 and 5.408). Starting July 1, 2012, additions and alteration to buildings or structures also had to meet a minimum 50 percent C&D waste diversion. This item is addressed through Article 8 of the Agreement.

Assembly Bill 32 – The California Global Warming Solutions Act

AB 32, adopted in 2006, established the world's first comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of GHGs. The City included section 6.4 – Collection Vehicles to ensure that the waste haulers fleet is in compliance with the California Air Resources Board standards.

Assembly Bill 341

Mandatory Commercial Recycling was one of the measures adopted in the AB 32 Scoping Plan. The Mandatory Commercial Recycling Measure focuses on increased commercial waste diversion as a method to reduce GHG emissions. It is designed to achieve a reduction in GHG emissions of 5 million metric tons of carbon dioxide (CO₂) equivalents. To achieve the measure's objective, an additional 2 to 3 million tons of materials annually will need to be recycled from the commercial sector by the year 2020 and beyond. Assembly Bill (AB) 341 directed CalRecycle to develop and adopt regulations for mandatory commercial recycling. The final regulation was approved by the Office of Administrative Law on May 7, 2012.

City of Carpinteria General Plan

Objective PF-2

Ensure adequate service systems for the transmission, treatment and disposal of sewage and wastewater generated in this area as well as the disposal of trash, green waste and recyclable material.

IV. FINANCIAL CONSIDERATIONS:

Adoption of the Integrated Waste Management ordinance does not present any significant fiscal impacts. There may be some incidental administration costs accrued in association with administering any residential self-haul reporting under the new regulations; however, an option to set an administrative fee for these services has been included in the Ordinance.

V. ATTACHMENTS:

Attachment A: Ordinance No. 665

ATTACHMENT A

ORDINANCE NO. 665

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA TO REPEAL CHAPTER 8.08 "INTEGRATED WASTE MANAGEMENT" AND REPLACE IN ITS ENTIRETY WITH A NEW CHAPTER 8.08 TITLED "INTEGRATED WASTE MANAGEMENT"

WHEREAS, under Article XI, § 7 of the California Constitution and Public Resources Code § 40059, the City of Carpinteria has the authority to regulate the local handling of solid waste; and

WHEREAS, in order to protect public health, safety, well-being, and to control the spread of vectors to limit sources of air pollution, noise, and traffic within the City, and to protect the quiet enjoyment of property, it is necessary that the City authorize the furnishing of solid waste and recycling services by franchise, permit, or license;

WHEREAS, these regulations are intended to govern how solid waste services are provided in the City of Carpinteria.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARPINTERIA AS FOLLOWS:

SECTION 1. Recitals

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2.

That Chapter 8.08, Solid Waste Services is hereby repealed and replaced in its entirety with a new Chapter 8.08, Integrated Waste Management, which is hereby adopted to read as follows:

"Chapter 8.08. INTEGRATED WASTE MANAGEMENT.

ARTICLE I. IN GENERAL.

SECTIONS:

8.08.010	Definitions
8.08.020	Provision of Service
8.08.030	Categories
8.08.040	Collection Arrangements Required
8.08.050	Commercial Recycling Required

8.08.060	Franchise, Permit or License Required
8.08.070	Solid Waste Facilities
8.08.080	Fees
8.08.090	Rates
8.08.100	Containers
8.08.110	Cleanup Responsibility
8.08.120	Collection of Recyclables
8.08.130	Solid Waste Collector Requirements
8.08.140	Prohibited Acts and Enforcement
8.08.150	[Reserved]
8.08.160	[Reserved]
8.08.170	[Reserved]
8.08.180	[Reserved]
8.08.190	[Reserved]

ARTICLE II. Regular Solid Waste Handling Services

8.08.200	Solid Waste Franchises
8.08.210	Bond Requirements
8.08.220	Indemnification
8.08.230	Insurance
8.08.240	Inspection of Property and Records
8.08.250	Revocation and Suspension of Operations
8.08.260	Termination of Franchises
8.08.270	Transfers of Solid Waste Franchise
8.08.280	Collection Standards
8.08.290	Collection Vehicles
8.08.300	[Reserved]
8.08.310	[Reserved]
8.08.320	[Reserved]
8.08.330	[Reserved]
8.08.340	[Reserved]
8.08.350	[Reserved]
8.08.360	[Reserved]
8.08.370	[Reserved]
8.08.380	[Reserved]

ARTICLE III. Unscheduled Solid Waste Handling Services

8.08.390	Nonexclusive Permit for Unscheduled Solid Waste Handling Services
8.08.400	Manner of Providing Unscheduled Solid Waste Handling Services
8.08.410	Bond Requirements
8.08.420	Indemnification

8.08.430	Insurance
8.08.440	Financial Reports
8.08.450	Minimum Standards for Containers
8.08.460	Maintenance of Containers
8.08.470	Identification of Containers
8.08.480	Encroachment Permit Required
8.08.490	[Reserved]
8.08.500	[Reserved]
8.08.510	[Reserved]
8.08.520	[Reserved]
8.08.530	[Reserved]
8.08.540	[Reserved]
8.08.550	[Reserved]
8.08.560	[Reserved]
8.08.570	[Reserved]
8.08.580	[Reserved]

ARTICLE IV. Mandatory Recycling of Construction and Demolition Waste

8.08.590	Applicability
8.08.600	Diversification Requirements
8.08.610	Diversification Requirement Exemption due to Unique Circumstances
8.08.620	Waste Management Plan Required
8.08.630	Calculating Volume and Weight of Debris
8.08.640	Deconstruction
8.08.650	Approval of Waste Management Plan
8.08.660	Rejection of Waste Management Plan
8.08.670	On-site Practices and Records
8.08.680	Construction and Demolition Waste Reporting
8.08.690	Deposit Required
8.08.700	Appeals
8.08.710	Penalties
8.08.720	[Reserved]
8.08.730	[Reserved]
8.08.740	[Reserved]
8.08.750	[Reserved]
8.08.760	[Reserved]
8.08.770	[Reserved]
8.08.780	[Reserved]

Article I. In General.

8.08.010 Definitions. For the purposes of this section the following words or phrases are defined as follows:

Act. "Act" shall mean the California Integrated Waste Management Act of 1989, California Public Resources Code § 40000, *et. seq.*, as currently in force and as may hereafter be amended from time to time and as implemented by the regulations of CalRecycle.

Adequate Service. "Adequate Service" means the combination of the number of collections, the number of Containers, and the size of the Containers necessary so as not to cause the accumulation of Solid Waste outside Containers or in excess of Level Full.

Bulky Items. "Bulky Items" shall mean large Solid Waste or other discarded waste that cannot or would not typically be accommodated within a cart including, but not limited to, furniture (including chairs, sofas, mattresses, and rugs); White Goods, as they are traditionally recognized in the solid waste industry (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, and small household appliances); Green Waste; E-Waste (including stereos, televisions, laptop computers, computers and computer monitors, video cassette recorders, and microwaves); and clothing. Bulky Items do not include abandoned automobiles, Construction and Demolition Waste, Hazardous Waste or items requiring more than two persons to remove.

CalRecycle. "CalRecycle" means the California Department of Resources, Recycling and Recovery, or any successor agency.

CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as may hereafter be amended from time to time and regulations promulgated thereunder.

City. "City" shall mean the City of Carpinteria, California, a municipal corporation, and all of the territory lying within the municipal boundaries of the City, as may be adjusted.

City Solid Waste and Recycling Receptacle. Any trash or recyclables can, cart, container, bin, or roll-off located at a City owned facility for the purpose of serving that facility, or any trash or recycling can, cart, or container placed within the public rights-of-way for the purpose of providing incidental trash disposal or recycling options for residents or tourists.

Collection. "Collection" means to take physical possession, transport, and remove solid waste, at or near the place of solid waste generation or accumulation, by a

Solid Waste Service Provider that has made arrangements with an Operator for the collection of solid waste.

Commercial Solid Waste Container. "Commercial Solid Waste Container" shall mean a solid waste container provided by a Solid Waste Service Provider, typically a can or cart with a capacity of 32 to 96 gallons, or a bin with a capacity of 1.5 to 4 cubic yards, designed for the deposit of solid waste, or recyclable materials placed at Commercial Premises for the collection of Commercial Solid Waste and charged at commercial rates. "Commercial Solid Waste Container" does not include construction and demolition bins, roll-offs or low-boys placed at Residential Premises.

Commercial or Commercial Premises. "Commercial" or "Commercial Premises" shall mean any property in the City other than Residential Premises, where Solid Waste is generated or accumulated. The term includes, but is not limited to, stores, offices, federal, state, county and local governmental buildings and lots, including, but not limited to schools, school districts, special districts and water districts, restaurants, rooming houses, hotels, motels, offices, manufacturing, processing, or assembling shops or plants, hospitals, clinics, nursing homes, convalescent centers, campgrounds, group living places, dormitories, barracks, and card rooms. "Commercial" or "Commercial Premises" is a reference to location, and not to ownership or to an interest in property.

Commercial Solid Waste. "Commercial Solid Waste" shall mean all types of solid waste, including Green Waste and Recyclables, generated or accumulated at Commercial Premises and placed in Commercial Solid Waste Containers for accumulation and collection. "Commercial Solid Waste" does not include Residential Solid Waste or Residential Recyclables.

Construction and Demolition Waste. "Construction and Demolition Waste", which may also be referred to as "Construction Demolition Debris" or "Construction and Demolition Material," shall mean discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, soil, drywall, cement, and rubble resulting from construction, remodeling, repair, and demolition operations.

Container. "Container" shall mean any receptacle, including but not limited to, metal or plastic cans, carts, bins, tubs, and Roll-Off Boxes, used for temporary storage of residential or commercial Solid Waste, Recyclables, Green Waste and other materials to be collected.

Covered Project. "Covered Project" shall have the meaning set forth in section 8.08.590 (A).

Director. "Director" shall mean the Director of the City's Public Works Department, or his or her designee.

Electronic Waste (E-Waste). "Electronic Waste" or "E-Waste" shall mean "Covered Electronic Wastes" as defined in the Act, California Public Resources Code section 42463, in addition to waste that is powered by batteries or electricity, including electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and other peripherals.

Franchise. "Franchise" or "Solid Waste Franchise" shall mean the right and privilege pursuant to a duly executed franchise agreement to collect and transport to a permitted transfer station, landfill or other authorized recycling, mulching or composting facility as determined by the City, all solid waste kept, generated and/or accumulated within the City, or a designated portion thereof, and may include the separate collection of recyclables, mulching and/or compostables.

Any Solid Waste Franchise granted by the City shall be in writing, granted by the City Council, by resolution, specifically identifying the Solid Waste Service Provider, and shall be subject to all of the rights, if any, held by any other Solid Waste Service provider pursuant to Public Resources Code § 49520, *et seq.* A business license and permit issued pursuant to this Municipal Code, or any "Business License Law" of the City, is not a Solid Waste Franchise and confers no continuation rights under Public Resources Code § 49520, *et seq.*, or any other law.

Generator. "Generator" shall mean any Person or other entity that produces Solid Waste, Recyclables or Green Waste, or whose act first causes Solid Waste to become subject to regulation.

Green Waste. "Green Waste" means untreated and unpainted wood, leaves, grass clippings, weeds, pruning, brush, branches, dead plants, tree trimmings, dead trees, and other organic wastes generated from landscapes and/or gardens. Green Waste does not include materials not normally produced from gardens or landscape areas such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic waste, oil, or painted or treated wood.

Gross Revenues. "Gross Revenues" shall mean any and all revenue or compensation in any form derived directly or indirectly by a Solid Waste Service Provider which holds a Solid Waste Franchise, its affiliates, subsidiaries, parents, and any person or entity in which a Solid Waste Service Provider has a financial interest, from the collection, transportation, processing, disposal, and other services with respect to solid waste, including Recyclables and Green Waste, collected within the City, in accordance with Generally Accepted Accounting Principles, pursuant to a Solid Waste Franchise, permit, or license. "Gross Revenues" include, but are not limited to, monthly customer fees for collection of solid waste, including Recyclables, special pickup fees, Commercial Bin and Drop Box rental and collection fees, fees for redelivery of Commercial Solid Waste Containers and Drop Boxes and revenue

from the sale of Recyclables, without subtracting Franchise Fees or any other cost of doing business.

Hazardous Waste. "Hazardous Waste" shall mean a material or mixture of materials which by reason of its quality, concentration, composition or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality, or an increase in serious illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise mismanaged, or any waste which is regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or Asbestos under applicable law, including but not limited to:

1. "Hazardous Waste" regulated under Public Resources Code § 40141, a discharge from a facility licensed under Health & Safety Code § 114960, *et seq.*, , all substances defined as "acutely hazardous waste," "extremely hazardous waste," or "hazardous waste" by Health & Safety Code §§ 25110.02, 25115, and 25117, respectively, , and future amendments to or recodification of said statutes or regulations promulgated thereunder, including Title 23 of the California Code of Regulations § 2521;
2. Materials regulated under the RCRA;
3. Materials regulated under the Toxic Substance Control Act;
4. Materials regulated under CERCLA;
5. Materials regulated under any future amended, additional or substitute federal, state, or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste; and
6. Household hazardous waste.

Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over Hazardous Waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

Level Full. "Level Full" means that amount of Solid Waste deposited in a Commercial Solid Waste Container so that it shall not exceed the lowest top edge thereof and still allow the lid thereof to be completely closed.

Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means a permitted facility where Solid Waste, Recyclables, Green Waste, and other materials are processed, sorted or separated for the purposes of recovering reusable or Recyclable Materials. The MRF is the Designated Transfer and Processing Facility.

Multi-Family Dwelling. "Multi-Family Dwelling" shall mean all buildings, whether detached or attached, of five or more units, including, apartments, condominiums, townhomes, and mobile homes or motor home parks intended for or capable of being utilized for residential living other than a hotel or motel.

Operator. "Operator" means any Person responsible for the day-to-day operation of any Premises in the City.

Person. "Person" means any individual, firm, agency, company, limited liability company, cooperative, association, organization, partnership, limited partnership, public or private corporation, consortium, trust, joint venture, commercial entity, regulatory authority, governmental entity, including the United States, the State, counties, towns, cities, special purpose districts, or any other legal entity.

Premises. "Premises" means Commercial Premises and Residential Premises collectively.

RCRA. "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as may be amended and related federal, state and local laws and regulations.

Recyclables. "Recyclable(s)" shall mean materials that are part of the Solid Waste stream which can be Recycled consistent with the requirements of the Act. Recyclables include but are not limited to: newsprint (including inserts, coupons, and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers (including brown, clear, blue, and green glass bottles and jars); aluminum (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty pounds in weight nor two feet in any dimension for any single item); steel (including "tin" cans and aerosol cans when empty, non-toxic products, and small scrap not exceeding forty pounds in weight nor two feet in any dimension for any single item); bimetal containers; all plastics (Types #1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; and household batteries.

Residential or Residential Premises. "Residential" or "Residential Premises" shall mean of, from, or pertaining to single family residences and Multi-Family Dwellings, including apartments and condominiums (in which each unit has separate cooking and bathing facilities) of four or less units. The terms "Residential" or "Residential Premises" does not include hotels, motels, rooming houses, hospitals, nursing homes, convalescent centers, dormitories, barracks, or other group living places using Commercial Solid Waste Containers for the temporary accumulation and collection of solid waste. "Residential" or "Residential Premises" is a reference to location, and not to ownership or to an interest in property.

Residential Solid Waste Container. "Residential Solid Waste Container" shall mean a Container provided by a service recipient or a Solid Waste Service Provider with a residential Solid Waste Franchise granted by the City, used for the

accumulation and collection of Residential Solid Waste. The term "Residential Solid Waste Container" does not include Commercial Solid Waste Containers placed at multi-family units, or those Commercial Solid Waste Containers used by Commercial Solid Waste service recipients.

Roll-Off Box. "Roll-Off Box" shall mean a Container with a capacity from ten to forty cubic yards, which is typically pulled onto a roll-off vehicle used to transport Solid Waste. A Roll-Off Box may be open topped or enclosed with or without a compaction unit (compactor).

Salvage. "Salvage" shall mean the controlled removal of Construction and Demolition Waste from a permitted building, construction, or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

Scavenging. "Scavenging" means the unauthorized removal of Recyclables, as prohibited by Public Resources Code § 41950.

Self-Haul. "Self-Haul" shall mean to collect, haul, and/or transport Solid Waste generated by the Self-Hauler, or Operator. Persons who perform gardening and landscaping maintenance services at a location where the gardening and landscaping services are rendered, provided that they use only labor employed and equipment owned by the service provider, are considered Self-Haulers.

Solid Waste. "Solid Waste" shall mean all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, and vegetable or animal solid and semisolid wastes, but does not include abandoned vehicles, Hazardous Waste, or Construction and Demolition Waste. "Solid Waste" may include Recyclables, Green Waste, and Bulky Items if such materials are not source separated from the Solid Waste at the site of generation, or are not collected for recycling, composting or processing, or if such materials are collected, handled, stored, removed, transported, processed, converted, composted, digested, or recycled in exchange for a fee or other consideration, in any form or amount, that is directly or indirectly imposed on the generator.

Solid Waste Service Provider. "Solid Waste Service Provider" shall mean any Person or entity engaged in the collection of Solid Waste or the placement of Containers for the accumulation of Solid Waste in the City, who is authorized by the City to provide solid waste collection services through an approved franchise agreement, permit, or other approval mechanism.

Waste Management Plan. "Waste Management Plan" (WMP) shall mean a completed waste management plan form, approved by the City for the purpose of

compliance with this Chapter, submitted by an applicant for any covered or exempt project that produces Construction and Demolition Waste.

8.08.020 Provision of Service.

- A. Authority.** The City Council hereby authorizes the providing of Solid Waste Collection Services and provides this service through one or more exclusive Solid Waste Franchises, permits or licenses granted to one or more Solid Waste Service Providers. The Solid Waste Service Provider(s) will arrange for the collection, transfer, recycling, composting and disposal of solid wastes within and throughout the City.
- B. Manner, Time and Frequency.** The City shall establish the method and manner by which Solid Waste handling services are required and provided within the City, including, but not limited to, the hours, days and frequency of collection, means of collection and transportation, level of services, maximum allowable charges and fees, and nature, location, and extent of providing solid waste handling services. A Solid Waste Service Provider which collects solid wastes shall make arrangements with their customers specifying the manner in which integrated waste management services are to be provided subject to the City's approval.

8.08.030 Categories.

In order to carry out its duties to plan for the management of vehicular traffic, waste stream diversion, and mitigate adverse air quality effects, the City Council may determine waste management collection categories including, but not limited to, residential, multi-family residential, commercial, industrial, special, special event, and household hazardous waste, including Recyclables, Green Waste, and others, and may make or impose Solid Waste Franchise, license, contract, or permit requirements which vary according to category.

8.08.040 Collection Arrangements Required.

A. Collection Required

1. The Operator of any Premises in the City shall make arrangements with a Solid Waste Service Provider for the collection of refuse, recyclables and/or Green Waste as set forth in this chapter. No Operator shall enter into an agreement for solid waste collection services with any person, firm, or corporation other than a Solid Waste Service Provider authorized by the City to perform such services, unless otherwise provided in this chapter.

B. Exemptions and Exclusions

1. *Residential Self-Haul Exemption.* Persons may Self-Haul regularly generated, household putrescible trash to a permitted solid waste facility, provided that when Self-Hauling Solid Waste, including Green Waste, any Self-Hauler shall (1) report on Self-Hauling annually to the City, and (2) comply with the minimum standards of health, sanitation, and disposal, as set forth in this Chapter.
 - i. *Issuance and Reporting.* Self-Haul reporting requirements, for a term determined by the Director, may be required of Persons who do not subscribe to franchise collection services, provided that Solid Waste, including Green Waste, is transported to a permitted transfer station, processing, or disposal facility. Each approved Self-Hauler shall submit disposal reports to the City, as determined by the Director, reporting the type, quantity, volume, weight, and destination of Solid Waste, including Green Waste and Recyclables, collected in the City and transported from the City, and shall present to the Director gate tickets or receipts to substantiate its disposal reports. The City retains the right to charge an administrative fee for the cost of administering and monitoring Self-Haulers.
2. *Business Operator Exemption.* Operators of a place of business within the City who subscribe for weekly commercial bin service exclusively for their business may be exempted from the provisions of this Section provided that they execute and file with the City a request for exemption. The request for exemption shall state that: the commercial service will be used only for solid waste generated by their business; residential solid waste generated by the subscriber at their primary residence may be disposed of in the Commercial Solid Waste Container; at all times the commercial subscription shall be kept current; and all of the other provisions of this chapter shall be observed. Additionally, proof of commercial subscription shall be provided at the time the request for exemption is submitted and shall be updated when required by the City. Failure to comply with the above requirements shall invalidate the exemption.
3. *Residential Temporary Non-occupancy Exemption:* When a single-family residence will be unoccupied for at least sixty consecutive days in a calendar year, upon application by the Operator of such Residential Premises the Director may, in his or her sole discretion, exempt the Operator from the collection requirements of this Chapter for the period of time during which such residential premises are unoccupied. The Director may prescribe the method by which the responsible party may apply for an exemption under this subsection.
4. *Non-Regular Residential Household and Commercial Solid Waste Exclusions.* An Operator may Self-Haul non-putrescible solid waste generated in or on the Residential or Commercial Premises which they

operate on an occasional non-regular basis to a permanent site where disposal or processing thereof is conducted pursuant to applicable laws, provided that such Operator complies with the standards of health, sanitation, and disposal as set forth in this chapter, and no Person (other than a Solid Waste Service Provider as defined in this chapter) providing a hauling service for a fee, charge, or other consideration who disposes of such material at a transfer station or landfill, shall be involved.

5. *Residential Household Recyclables Exclusion.* No provision of this chapter shall prevent an Operator of a residential household from donating or selling recyclable materials generated in or on the Residential Premises.
6. *Commercial Recyclables Exclusion.* No provisions of this chapter shall prevent an Operator of a business from selling or donating to a recyclable collector any source separated recyclable materials generated in or on the premises of the commercial entity.
7. *Gardener and Landscaper Exclusion.* No provision of this chapter shall prevent a gardener, tree trimmer, landscape maintenance firm, or person engaged in a related trade, from collecting grass cuttings, prunings, and other similar material not containing Solid Waste, as an incidental action to providing gardening, tree trimming, landscape maintenance, or related service, in the ordinary course of the licensed business; provided, that the transport of such material shall be to a location where such material shall be lawfully disposed of or processed.
8. *Contractor's Exclusion.* Licensed primary contractors may transport Construction or Demolition Waste only when the material is generated by their own business at their place of business, or when employed under contract by the owner of a lot or parcel, from said lot or parcel, for demolition or construction services. However, if the licensed primary contractor subcontracts the transporting of Construction or Demolition Waste, such transportation shall be provided by a Solid Waste Service Provider. However, no provision of this chapter shall prevent a business from selling or donating source separated recyclable material generated at the work site.

8.08.050 Commercial Recycling Required.

All Commercial Premises that generate more than four cubic yards of recyclables weekly, and Multi-Family Dwellings with five or more units, must make arrangements for the diversion of Recyclables, either through subscribed collection service with an approved Solid Waste Service Provider, or by Self-Hauling to a permitted facility for diversion and reuse.

8.08.060 Franchise, Permit or License Required.

Any Person or entity shall obtain a Franchise, permit, or license issued by the City prior to engaging in the collection of Solid Waste or the placement of Commercial Solid Waste Containers for the accumulation of Solid Waste in the City.

Any Person, other than a Solid Waste Service Provider, who has obtained a Franchise or permit issued by the City and engages in the collection of Residential or Commercial Solid Waste, or who places a Commercial Solid Waste Container for the accumulation of Solid Waste in the City shall be guilty of a misdemeanor. Each day in which a Person engages in the collection of Residential or Commercial Solid Waste or places a Commercial Solid Waste Container for the accumulation of solid waste, or permits a Commercial Solid Waste Container to remain, in the City without holding an approval issued by the City shall constitute a separate offense.

8.08.070 Solid Waste Facilities.

No Person shall construct or operate a solid waste management facility, including but not limited to a materials recovery facility, solid waste transfer or processing station, composting facility, a buy-back or drop-off center, disposal facility or a recycling center, without first satisfying all City requirements for land use, environmental, and other necessary approvals.

8.08.080 Fees.

The City may impose fees upon Solid Waste Service Providers and Self-Haulers for costs related to use of the City's right-of-way, solid waste planning and program development, and administration; Recyclables and/or Green Waste planning; inspections and auditing; transfer, disposal, and response planning related to releases and spills of solid wastes which have the characteristics of Hazardous Substances. Such fees may include costs of preparing and implementing source reduction and recycling elements, household hazardous waste elements, and integrated waste management plans. The City may collect such charges by such means as the City Council may elect, except that the City may not collect such charges by recording a lien against any real property.

- A. Liability.** Each Operator required by this Chapter to arrange for solid waste collection shall be liable for the fees and charges for such collection.

8.08.090 Rates.

A Solid Waste Service Provider may in its sole discretion establish, charge, and collect customer rates in consideration of and as compensation for services related to collecting, handling, transporting, or disposing of Solid Waste, subject to the regulations provided in this chapter and other restrictions imposed by the City Council as conditions

of approval to provide Solid Waste services. The rates shall not exceed the maximum amounts set by the City Council by ordinance, resolution, agreement, or other act. A Solid Waste Service Provider shall be under no obligation to charge the maximum amounts set by the City Council.

8.08.100 Containers.

- A. Use Required.** Every Person designated under section 8.08.040 or section 8.08.120, as applicable, shall keep in a suitable place one or more Containers capable of holding without spilling, leaking, or emitting odors, all Solid Waste, including Recyclables and Green Waste, which would ordinarily accumulate on the Premises between the time of two successive Collections. The person so designated shall deposit or cause to be deposited in Containers provided or approved by a Solid Waste Service Provider all Solid Waste generated or accumulated on those Premises.
- B. Approved Containers.** No person shall place for collection any Container not in conformance with the Container designated by the Solid Waste Service Provider.
- C. Identification.** No Solid Waste Service Provider shall place a Container at any location within the City unless it is clearly marked with the name, address and telephone number of the owner, and the person responsible for collection. The identification shall be waterproof and legible.
- D. Maintenance.** All Commercial Solid Waste Containers shall be maintained in a clean and sanitary condition, neatly and uniformly painted and cleaned as frequently as necessary to protect public health.
- E. Placement and Removal.** No Person shall place a Container or any Bulky Items adjacent to a street or public right-of-way for collection service before 7:00 p.m. on the day preceding the regularly scheduled collection day. A Container shall be removed from any location adjacent to a street or right-of-way not later than 8:00 a.m. on the day following the regularly-scheduled collection day. Further placement of containers on private property shall comply with all zoning regulations, including any applicable development standards.
- F. Bulky Items.** Bulky Items may not be set out for collection unless the Operator of the premises has made prior arrangements with a Solid Waste Service Provider approved by the City for pick-up of the Bulky Items.
- G. Storage.** It shall be the responsibility of the Operator to ensure that Commercial Solid Waste Containers are kept in Level Full condition, and that the Commercial Premises are receiving Adequate Service. The cover shall

completely and tightly close the Container so that it is rendered fly and rodent proof and its contents are not visible. If a Commercial Solid Waste Container is observed to exceed Level Full on more than two (2) occasions within a period of ninety (90) days, the Solid Waste Service Provider shall notify the Operator and the City in writing. Upon a third such instance of exceeding the Level Full requirement within a single calendar year, the Operator shall be deemed to be underserved and the Operator shall be required to increase service to that level that will ensure the Commercial Solid Waste Container(s) are kept in a Level Full state.

8.08.110 Cleanup Responsibility.

- A. Persons in Charge of Premises.** Until Solid Waste has been picked up by a Solid Waste Service Provider, the Operator of each Premises in the City shall be responsible for the cleanup of any and all Solid Waste generated, deposited, allowed, released, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, dumped or disposed into the environment, or which otherwise has come to be located outside an authorized Container on, at, or in the premises of which the person is in charge. This cleanup responsibility includes the cleanup of Solid Waste, including Recyclables and Green Waste, which has come to be located outside an authorized Container for the collection of such Solid Waste, notwithstanding human or animal interference with a Container, or wind or other natural forces, whether during storage, collection, removal, or transfer. For purposes of this section, the term "disposed into the environment" shall include, but is not limited to, the abandonment of or discarding of barrels, containers and other closed receptacles of solid or liquid waste of any kind whatsoever.
- B. Solid Waste Service Provider.** Each Solid Waste Service Provider shall clean up any Solid Waste spilled or otherwise released or discharged into the environment during its collection, removal, or transfer.

8.08.120 Collection of Recyclables.

- A. Ownership of Recyclables Placed for Collection.** Upon placement of Recyclables at a designated recycling collection location, or placement of Recyclables in a Container provided by a Solid Waste Service Provider for collection of Recyclables, the Recyclables become the property of the Solid Waste Service Provider. The recycling or disposal of any Recyclables which has become part of the Solid Waste stream by having been discarded shall be in accordance with the provisions of this Chapter.

B. Recyclable Material.

1. Except as provided below, nothing in this Chapter shall limit the right of any person, organization, or other entity to sell Recyclable Material owned by that person, organization, or other entity, or to donate Recyclable Material to a charity or any other entity other than a Solid Waste Service Provider.
2. Recyclable Material which is mixed with Solid Waste shall be considered to have been discarded and to have become Recyclables.
3. If the seller or donor of Recyclables pays the buyer or the donee any consideration for collecting, processing, recycling, transporting or disposing of the Recyclables, or for providing consultation services which exceed the selling price of the Recyclables, the transaction shall not be regarded as a sale or donation of Recyclables, but as an arrangement for the disposal of Solid Waste and shall be subject to this Chapter.
4. A person who receives a discount or reduction in the collection, disposal and/or recycling service rates for unsegregated or segregated Solid Waste shall not be deemed to be selling or donating Recyclables and does not fall within this "donate or sell" exception.

8.08.130 Solid Waste Collector Requirements.

Each Solid Waste Service Provider furnishing Solid Waste collection services within the City shall comply with all requirements set forth in this Chapter. These requirements include, but are not limited to, payment of all annual business licenses and/or taxes, if any, and any other requirements that the City Council may impose by ordinance or resolution.

Each Solid Waste Service Provider claiming a right to continue to provide Solid Waste services in the City pursuant to Public Resources Code section 49520, *et seq.*, or other law shall pay the business tax, shall adhere to the same standards for service (including waste stream diversion goals), shall abide by the maximum authorized rates for service, and shall pay the same franchise fee as those standards, rates and franchise fees are specified in an exclusive Solid Waste franchise agreement entered into by the City with another Solid Waste Service Provider. In accordance with Public Resources Code section 49521(b) "rates that are comparable to those established by the local agency" shall vary no more than five percent above those rates set in any exclusive Solid Waste Franchise entered into by the City and made applicable to all continuation Solid Waste Service Providers by this Chapter."

8.08.140 Prohibited Acts and Enforcement.

- A. Use of Containers.** No Person other than a Self-Hauler that is permitted pursuant to section 8.08.040, shall keep Solid Waste in any Container other than a Container approved by a Solid Waste Service Provider; nor shall any

Person accumulate Solid Waste for more than seven consecutive days; nor shall any Person keep upon any Premises in the City any Solid Waste that is offensive, obnoxious or unsanitary. Failure to comply with the provisions of this paragraph is unlawful, constitutes a public nuisance, and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

- B. Removal of Solid Waste.** No Person, other than the Operator of any Premises or a Solid Waste Service Provider authorized by the Operator of the Premises, shall remove any Container from the location where the Container was placed for storage or collection by the Operator of the Premises, or remove any Solid Waste from any Container, or move the Container from the location in which it was placed for storage or collection, or apply any paint or markings to any Container.
- C. Bulky Items.** No Person shall place Bulky Items adjacent to a street or public right-of-way without first arranging with a Solid Waste Service Provider licensed or permitted by the City for the pickup of the Bulky Items.
- D. City Solid Waste and Recycling Receptacles.** No Person shall place or deposit residential, institutional, commercial, industrial, special, or Hazardous Waste in any City Solid Waste and Recycling Receptacle placed in the public right-of-way to provide incidental disposal and recycling capacity for residents and visitors. No Person other than an authorized Solid Waste Service Provider shall remove any Solid Waste or Recyclables from any City Solid Waste and Recycling Receptacle.
- E. Solid Waste Burning Prohibited.** No Person shall burn any Solid Waste within the City, unless otherwise authorized or permitted by the City.
- F. Collection of Solid Waste without Solid Waste Franchise or Permit Prohibited.**

 - 1. No Person except a Solid Waste Service Provider with an exclusive Solid Waste Franchise, or a Self-Hauler authorized under section 8.08.040 of this Chapter shall collect any Solid Waste from any Premises within the City.
 - 2. No Person other than a Solid Waste Service Provider which has a solid waste franchise or permit issued by the City shall place a Commercial Solid Waste Container for the accumulation of Solid Waste at any Premises within the City or collect any Solid Waste from any Commercial Premises or permit or suffer a Commercial Solid Waste Container to remain in any place within the City. Each day that any Person, other than a Solid Waste Service Provider that has a solid waste franchise or permit issued by the City, collects any Solid Waste from any Commercial

Premises or places a Commercial Solid Waste Container for the accumulation of Solid Waste at any Premises within the City, or permits or suffers a Commercial Solid Waste Container to remain in any place within the City constitutes a separate offense for which such Person may be cited.

3. If the City has granted one or more solid waste franchises, then no Person other than a City approved Solid Waste Service Provider that has an exclusive solid waste franchise or that has "continuation rights" pursuant to the Public Resources Code or other applicable law shall place a Residential or Commercial Solid Waste Container for the accumulation of Solid Waste at any Residential or Commercial Premises within the City or collect any Solid Waste from any Residential or Commercial Premises or permit or allow one of its Residential or Commercial Solid Waste Containers to remain in any place within the City. Each day that any Person other than a City approved Solid Waste Service Provider that has an exclusive Solid Waste Franchise collects any Solid Waste, Recyclables, or Green Waste from any Residential or Commercial Premises or places a Residential or Commercial Solid Waste Container for the accumulation of Solid Waste or Recyclables at any Premises within the City or permits a Residential or Commercial Solid Waste Container to remain in any place within the City constitutes a separate offense for which a Person may be cited.

- G. **Public Nuisance.** It is unlawful and a public nuisance for any Operator of any Premises within the City to not make arrangements for regular collection and removal or Self-Hauling services for Solid Wastes, including Recyclables or Green Waste, and any violation of this provision is unlawful and may be enjoined as a nuisance.
- H. **Unauthorized Disposal Prohibited.** No Person shall place Solid Waste in or otherwise use the Solid Waste or Recyclables or Green Waste Container of another without the written permission of such other Person.
- I. **Unauthorized Removal of Recyclables Prohibited by State Law.** The unauthorized removal of Recyclables placed at designated recycling collection locations is prohibited by California Public Resources Code §§ 41950-51 and this Chapter.
- J. **Solid Waste Spills and Releases Prohibited.** Any Person transporting Solid Waste, including Recyclables or Green Waste, within the City shall immediately clean up, or arrange for the immediate cleanup, of any Solid Waste released, spilled or dumped into the environment during removal or transport within the City by such Person.

- K. Unlawful Dumping Prohibited.** No Person shall dump, deposit, release, spill, leak, pump, pour, emit, empty, discharge, inject, bury, or dispose into the environment (including by abandonment or discarding of barrels, Containers, and other closed receptacles of Solid Waste or liquid waste of any kind whatsoever) any Solid Waste or liquid waste upon any Premises within the City, or cause, suffer, or permit any Solid Waste or liquid waste to come to be located upon any Premises in the City, except in an authorized or permitted Container or at an authorized or permitted solid waste facility.
- L. Misdemeanor.** Violation of any provision of this Chapter shall be a misdemeanor.
- M. Civil action by Solid Waste Service Provider.** Nothing in this Chapter shall be deemed to limit the right of any Solid Waste Service Provider to bring a civil action against any Person who violates California Public Resources Code §§ 41950-51, nor shall a conviction for such violation exempt any Person from a civil action.

8.08.150 [Reserved]
8.08.160 [Reserved]
8.08.170 [Reserved]
8.08.180 [Reserved]
8.08.190 [Reserved]

Article II. Regular Solid Waste Handling Services.

8.08.200 Solid Waste Franchises.

The City Council may award one or more exclusive Solid Waste Franchises for collection of Solid Waste, including Recyclables and/or Green Waste, from all or a portion of Residential, and/or Commercial Premises in the City. Any such residential, and/or commercial solid waste franchise shall be granted, in writing, by the City Council by resolution.

A residential, and/or commercial solid waste franchise shall be granted by resolution and through a solid waste franchise agreement, which shall include such terms and conditions as the City Council in its sole discretion shall establish as matters of local concern. At a minimum, a residential, and/or commercial solid waste franchise shall be in writing, shall name the Solid Waste Service Provider, and shall provide, among other things, that:

- A.** The franchisee shall comply with the provisions of this Chapter; and,
- B.** The franchisee protect, defend, indemnify and hold the City harmless from any and all liability, including, specifically, liability under the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901, *et*

seq.), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, *et seq.*, or the Carpenter-Presley-Tanner Hazardous Substance Account Act, ("HSAA"), California Health and Safety Code § 25300, *et seq.*, as these laws may be amended from time to time, and all regulations implementing these laws; and

- C. The franchisee fully cooperate with the City in Solid Waste disposal characterization studies or other waste stream audits and submit information required by the City to meet the reporting requirements of AB 939 and implement measures consistent with the City's Source Reduction and Recycling Element in order for the City to reach diversion and other goals mandated by the California Integrated Waste Management Act of 1989, as it may be amended, to the extent authorized by law.

8.08.210 Bond Requirements.

- A. **Bond Posting Required.** A Solid Waste Service Provider, concurrently with the filing of an acceptance of award of any franchise, permit, or license granted under this chapter, shall file with the city clerk, and at all times thereafter maintain in full force and effect for the term of such franchise or any renewal thereof, at the Solid Waste Service Provider's sole expense, a corporate surety bond. The surety bond shall be in a form and from a company approved by the city attorney, in an amount as determined by the Director or as set forth in an applicable franchise agreement, renewable annually, and conditioned upon the faithful performance by the Solid Waste Service Provider, and upon further condition that if the Solid Waste Service Provider fails to comply with one or more of the provisions of this chapter, or of any Franchise issued to the Solid Waste Service Provider hereunder, there shall be recoverable jointly and severally from the principal and surety of such bond any damages or loss suffered by the City as a result thereof. These damages may include, but are not limited to, the full amount of costs of removal of any property of the Solid Waste Service Provider in default, plus a reasonable allowance for attorney's fees and costs, up to the full amount of the bond. Provision of the surety bond is a continuing obligation for the duration of such franchise and any renewal thereof and thereafter until the Solid Waste Service Provider has liquidated all of its obligations with the City that may have arisen from the acceptance of the franchise or renewal by the Solid Waste Service Provider or from its exercise of any privilege therein granted. The bond shall provide that sixty days (60) prior written notice of intention not to renew, cancellation, or material change be given to the City.
- B. **Not a Limitation on Liability.** Neither the provisions of this section, the bond accepted by the City, nor any damages recovered by the City shall excuse the full and faithful performance by the Solid Waste Service Provider of its obligations to the City or limit the liability of the Solid Waste Service Provider

under any franchise issued hereunder or limit damages, either to the full amount of the bond or otherwise.

8.08.220 Indemnification.

In addition to other specific indemnifications required by the City in a form approved by the city attorney, as part of the consideration for the right to provide Solid Waste services for the City, a Solid Waste Service Provider shall protect, defend (with counsel approved by the City), indemnify, and hold harmless the City, its officers, bodies, commissions, agents and employees ("Indemnitees") against and from any and all claims, demands, actions, suits, liabilities and judgments of every kind and nature (regardless of their merit) ("Claims"), arising out of or related to the exercise or enjoyment of any franchise granted pursuant to the provisions of this Chapter, including but not limited to disputes and litigation over the definitions of Solid Waste or Recyclables, the limits of City's authority with respect to the grant of licenses or agreements, exclusive or otherwise, assertion of rights under the Commerce Clause (including the Dormant Commerce Clause and federal or state legislation governing the process for the award of solid waste contracts) to provide solid waste handling services, or the necessity or propriety of notice and hearing procedures required to effect any increase in customer rates for the Solid Waste Service Provider's services (to the extent arising from the acts or omissions of the Solid Waste Service Provider in connection with any notice or hearing process) regardless of any claimed or actual contributory negligence or conduct of any such Indemnatee unless such claim is due to the sole or active negligence or willful acts of the Indemnitees, and, without affecting the scope of the foregoing, including but not limited to, claims, demands, actions, liabilities and judgments based upon Proposition 218, Hazardous Waste, unfair competition or alleged unfair competition or any infringement or violation. A Solid Waste Service Provider shall reimburse the City and any other such Indemnatee for any costs and expenses incurred by the Indemnatee(s) in defending against any such claim or demand or action, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem expenses, travel and living expenses, and a Solid Waste Service Provider shall, upon demand of the city or any other such Indemnatee, appear in and defend any and all suits, actions or other legal proceedings, whether judicial, quasi-judicial, administrative or otherwise, brought by third persons or duly constituted authorities against or affecting the city, its officers, boards, commissions, agents or employees and arising out of or related to the exercise or enjoyment of such franchise or the granting thereof by the city. The obligations described in this paragraph shall exist and continue through the expiration of the period during which Collections services are provided by the Solid Waste Service pursuant to the Franchise Agreement, without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking, or other security required hereunder; provided that neither Solid Waste Service Provider nor City shall make or enter into any compromise or settlement of any claim, demand, action or suit without first giving the other ten days prior written notice of its intention to do so.

8.08.230 Insurance.

- A. Required.** Upon acceptance of such franchise, the Solid Waste Service Provider shall file with the city clerk and thereafter, during the entire term of such franchise maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies which shall insure the Solid Waste Service Provider and provide primary coverage for the city, its officers, boards, commissions, agents and employees, against liability for loss or liability for personal injury, death, property damage (both automobile and non-automobile caused), or other damages. Such policy or policies shall include, but not be limited to, insurance against damages from unfair competition, copyright infringement (common law or statutory), and a failure of Solid Waste Service Provider to secure consents (etc.) occasioned by any activity or operation of Solid Waste Service Provider under such franchise and regardless of any claimed or actual activities of City, its officers, boards, commissions, agents, and employees.
- B. Waiver.** The city council, in any franchise granted, may waive the requirement for insurance from one or more perils listed in section 8.08.230(A), upon a finding that such insurance cannot be procured or cannot be procured at a reasonable cost, and in connection therewith may reduce the otherwise required limits on coverage hereafter set forth.
- C. Form and Amount.** The required insurance policy or policies shall contain a standard cross-liability endorsement, shall be issued by a company approved by the City, and shall be in a form approved by the city attorney, with a public liability policy and a property damage insurance policy in amounts established by the Director and described in the franchise agreement for the benefit of third persons who may be injured or damaged as a result of the operations of the Solid Waste Service Provider. The policy or policies shall also, among other requirements, name the City, its officers, boards, commissions, agents and employees as additional insureds and shall contain a provision that a written notice of any cancellation, modification, or reduction in coverage of the policy shall be delivered to the city clerk thirty (30) days in advance of the effective date thereof. No franchise granted under this chapter shall be effective unless and until each of the foregoing policies of insurance as required in this section has been delivered to the city clerk. Any substitute policy or policies shall be subject to the same approvals and shall comply with all the provisions of this section.
- D. Specifications**
1. General liability insurance. A Solid Waste Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than

- \$2,500,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability
2. Automobile liability insurance. A Solid Waste Service Provider shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Solid Waste Service Provider arising out of or in connection with work to be performed under the franchise agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$2,500,000 combined single limit for each accident.
 3. Workers' compensation insurance. A Solid Waste Service Provider shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
 4. Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Solid Waste Service Provider's Pollution Liability form or other form acceptable to the city providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in the franchise agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Generator site to the final disposal location, including non-owned disposal sites.
 5. Waiver of subrogation. A Solid Waste Service Provider shall submit to the city, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the city, its officers, agents, employees, and volunteers.

8.08.240 Inspection of Property and Records.

- A. Inspection.** At all reasonable times, the Solid Waste Service Provider shall permit any duly authorized representative of the City to examine all property of the Solid Waste Service Provider, together with any appurtenant property of the Solid Waste Service Provider situated within or without the City, and to examine and transcribe any and all maps and other records kept or maintained by the Solid Waste Service Provider related to the operations, affairs, transactions, or property of the Solid Waste Service Provider with respect to its Franchise. If any such maps or records are not kept in the City or upon reasonable request are not made available to the city, and if the council shall determine that an examination thereof is necessary or appropriate, then all travel and maintenance expense necessarily incurred in making such examination shall be paid by the Solid Waste Service Provider.
- B. Reports.** The Solid Waste Service Provider shall prepare and furnish to the City reports that relate to and describe the performance level of the services

provided by the Solid Waste Service Provider to the City. These reports shall be in a form and provided at such times required by the City.

- C. Records.** The Solid Waste Service Provider shall at all times keep up-to-date records of Operators served, number of Containers, number of weekly pickups, and other such information as may be required by the City. Such records shall be available to the City upon demand.

8.08.250 Revocation and Suspension of Operations.

Any solid waste franchise or other City-issued permit issued under this Chapter is subject to revocation or suspension for cause. A Solid Waste Service Provider that engages in any of the following conduct is subject to the revocation or cancellation of a permit or franchise agreement:

- A.** Operating contrary to the public health, safety, well-being, peace, or welfare, or in a manner that constitutes a public nuisance;
- B.** Violating any material federal or state law, any regulation of the California Integrated Waste Management Board or of a Local Enforcement Agency, the Carpinteria Municipal Code, or any material condition of a Solid Waste Franchise affecting public health and safety in the City;
- C.** Practicing, or attempting to practice, any fraud or deceit, or making or using any false, fictitious or fraudulent statements or representations, or making any false, fictitious or fraudulent statements or representations in connection with the issuance or renewal of the Solid Waste Franchise;
- D.** Becoming insolvent, unable, or unwilling to pay its debts, or being subject to appointment of a receiver or trustee to take over and conduct the business of the Solid Waste Service Provider whether in a receivership, reorganization, or bankruptcy proceeding;
- E.** Failing to provide or maintain in full force and effect workers compensation, liability, and indemnification coverage's or bonds as required herein or pursuant to any franchise agreement or permit issued by the City;
- F.** Violating any order or ruling of any regulatory body with respect to Solid Waste collected within the City, except that such order or ruling may be contested by appropriate proceedings conducted in good faith, in which case no violation shall be deemed to have occurred until a final decision adverse to the Solid Waste Service Provider is entered; or
- G.** Claiming a right to continue to provide solid waste services in the City pursuant to Public Resources Code § 49520, *et seq.*, or other law, and failing

to adhere to the same material standards required by the City of other Solid Waste Service Providers with an exclusive Solid Waste Franchise.

8.08.260 Termination of Franchises.

- A. Reasonable Industry Standards.** If the City determines that the performance of a Solid Waste Service Provider in the City may not be in conformity with reasonable industry standards in Southern California or as outlined in the California Integrated Waste Management Act including but not limited to requirements for implementing diversion, source reduction, and recycling, or any other applicable federal, state, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of solid and hazardous waste or this Chapter, the City shall advise the Solid Waste Service Provider in writing of such suspected deficiencies and the Service Provider shall immediately take steps to eliminate all deficiencies identified by the City. In any written notification of deficiencies, the City shall set a reasonable time period within which the Solid Waste Service Provider is to correct the deficiencies and respond to the notification. Unless otherwise specified, a reasonable time for response and opportunity to cure deficiencies shall be thirty (30) days from the receipt of such written notice by the Solid Waste Service Provider.
- B. Determination of Deficiency After Opportunity to Cure.** At the expiration of the time set for the Solid Waste Service Provider to cure all deficiencies identified by the City, the Director shall review any written response from the Solid Waste Service Provider and either resolve the matter in favor of the Solid Waste Service Provider or order further remedial action to cure any outstanding deficiencies, and shall inform the Solid Waste Service Provider in writing of the resolution. A decision or order of the Director shall be final and conclusive unless the Solid Waste Service Provider files a "Notice of Appeal" with the city clerk (with copy to the city manager and city attorney) within thirty (30) days of receipt of the decision or order of the Director. A "Notice of Appeal" shall state the legal basis and all legal and factual contentions of the Solid Waste Service Provider and shall include all evidence in support thereof, including affidavits, documents, photographs, and videotapes. A "Notice of Appeal" shall not be accepted by the city clerk for filing unless accompanied by a "Notice of Appeal Filing Fee" in an amount to be set by the city council, by resolution.
- C. Appeal to City Manager.** Within thirty (30) days of receipt by the city clerk of a Notice of Appeal, the city manager shall uphold the decision or order of the Director or the appeal of the Solid Waste Service Provider, in whole or in part, or may refer the matter to the City Council. The city manager may also order remedial actions to cure any remaining deficiency, terminate the Solid Waste Franchise or other form of authorization, or order the Solid Waste Service

Provider to cease operations in the City. The city manager shall inform the Solid Waste Service Provider in writing of the resolution and the basis for the resolution. The decision or order of the city manager shall be final and conclusive unless the Solid Waste Service Provider files a "Notice of Appeal to the City Council" with the city clerk (and serves a copy, by mail, to the city manager and the city attorney) within ten (10) days of receipt of the decision or order of the city manager. A "Notice of Appeal to the City Council" shall state the legal basis and all factual and legal contentions of the appellant and shall include all newly discovered evidence in support thereof, including affidavits, documents, photographs and videotapes. A "Notice of Appeal to the City Council" shall not be accepted by the city clerk for filing unless accompanied by a "Notice of Appeal Filing Fee" in an amount to be set by the City Council, by resolution.

- D. Review by City Council.** If a matter is referred by the city manager to the city council, or a "Notice of Appeal to the City Council" is timely filed and the "Notice of Appeal Filing Fee" is timely paid, the city council may set the matter for an administrative public hearing and act on the matter or may decline to hear the matter. If the city council elects to hear the matter, the city clerk shall give ten (10) days written notice of the time and place of the administrative hearing. At the hearing, the city council shall consider the administrative record, including, but not limited to, the notice of deficiency, the Solid Waste Service Provider's response, the statement of resolution by the city manager, and the Solid Waste Service Provider's "Notice of Appeal to the City Council," and shall give the Solid Waste Service Provider or its representatives and any other interested person a reasonable opportunity to be heard. The proceedings before the city council shall be an informal administrative hearing, and the rules of evidence as generally applied in judicial proceedings shall not apply.
- E. Determination by City Council.** Based on the administrative record, the city council shall determine whether the decision or order of the city manager or the Director should be upheld. A tie vote of the city council shall constitute denial of the appeal. If based upon the record the city council determines that the Solid Waste Service Provider is in violation of any material provision of any applicable federal, state, or local statute or regulation, or that other cause for termination stated in the Solid Waste Franchise exists, or that the Solid Waste Service Provider shall be ordered to cease operations in the City, the city council, in the exercise of its sole discretion, may order remedial actions to cure the breach, terminate forthwith the Solid Waste Franchise, or order operations in the City to cease. The decision of the City Council shall be final and conclusive.
- F. Appeal to Judicial Court.** After exhaustion of the administrative remedies and appeal procedures set forth in this Chapter, an aggrieved party may

appeal a disputed matter to the appropriate Judicial Court pursuant to California Code of Civil Procedure section 1094.5.

- G. No Limitation on Enforcement.** Nothing in this Chapter shall preclude the City from exercising any other remedy, including administrative citations, criminal prosecution, or equitable relief.

8.08.270 Transfers of Solid Waste Franchise.

A Solid Waste Franchise or other form of City-granted solid waste collection authorization shall not be transferable, except as follows:

- A.** A Solid Waste Franchise, including any of the rights or privileges therein, shall not be leased, transferred, sold, sublet, or assigned, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein, pass to or vest in any person, either by act of the Solid Waste Service Provider or by operation of law, without the prior written consent of the City, as evidenced by a resolution passed by the city council. For purposes of this section, any sale, dissolution, merger, consolidation, or other reorganization of the Solid Waste Service Provider, or the sale or other transfer of an accumulative fifty (50) percent or more of the voting stock of a corporate Solid Waste Service Provider by any person or group of persons acting in concert shall be deemed a transfer of the Solid Waste Franchise. Any attempt by the Solid Waste Service Provider to assign or transfer the Solid Waste Franchise without the prior written consent of the City shall be void and without legal effect.
- B.** An application for a transfer of a Solid Waste Franchise shall be made in a manner prescribed by the city manager. The application shall include a "Franchise Transfer Application Fee" in an amount to be established by the city council. The fee shall constitute an initial deposit to cover the anticipated cost of all reasonable and customary direct and indirect administrative expenses, including consultants and attorneys, necessary to analyze adequately the application and to reimburse the City for direct and indirect expenses. In addition, the Solid Waste Service Provider shall reimburse the City for all reasonable consultants', attorneys', and staff costs not covered by the Franchise Transfer Application Fee, whether or not the City approves the application for transfer.
- C.** In determining whether to grant consent to a transfer of the Solid Waste Franchise, the City shall consider the experience, capability, competence, and financial ability of the proposed Transferee to carry out the requirements of the Franchise. To enable the City to make this determination, the Transferor and proposed Transferee shall provide to the City any reasonably requested information. Any proposal by the holder of a Solid Waste Franchise

to transfer said Franchise shall be made in strict compliance with conditions precedent (1) through (4) below:

1. Transferor is not in default under the Solid Waste Franchise or this Chapter;
 2. Transferor has provided to the City written request for consent to the Transfer;
 3. Transferor and Transferee have signed an Assignment and Assumption Agreement, or similar agreement, in a form and content acceptable to City; and
 4. Transferee has signed all agreements and posted all bonds and insurance required by the Solid Waste Franchise and this Chapter.
- D. The City shall be required to give its consent to the transfer of the Solid Waste Franchise. As a condition to giving its consent to a transfer of a Solid Waste Franchise, the City may require the execution of an amended franchise agreement, imposing such conditions as the City, in the exercise of its discretion, may require. The City may also require the payment of a portion of the Gross Revenues estimated to be remaining under the terms of the Franchise to the City.
- E. Notwithstanding the above, the holder of a Solid Waste Franchise shall be entitled to pledge, encumber, or grant any security interest in the Solid Waste Franchise, provided that the holder shall first notify and obtain City consent to such transaction, subject to the following conditions:
1. Any consent so granted shall not be deemed a consent to the exercise by such pledgee, encumbrancer, or secured party of any rights of the holder under the Solid Waste Franchise unless so noted by the City;
 2. Any consent so granted shall not be deemed consent to any subsequent transfer or assignment. Any subsequent transfer or assignment shall be deemed an assignment of the Solid Waste Franchise within the meaning of this section and shall be void without the prior written consent of the City expressed by resolution; and
 3. The pledgee, encumbrancer, or secured party shall execute and deliver to the City a written instrument, in a form satisfactory to the city attorney, evidencing agreement to be bound by the provisions of the Solid Waste Franchise.

8.08.280 Collection Standards

- A. **Frequency.** Each Solid Waste Service Provider shall collect the contents of each Container (except Containers for the collection of Construction and Demolition Waste) placed, located, or maintained in the City by that Solid Waste Service Provider not less frequently than once per week.

- B. Day and Time Limitations.** Solid Waste, Recyclables, and Green Waste, including all additional services provided to Residential Premises, shall be collected from Residential Premises between 6:00 a.m. and 6:00 p.m. on Monday through Friday, and the hours of 7:00 a.m. and 6:00 p.m. on Saturday. Solid Waste, Recyclables, and Green Waste, including all additional services provided to Commercial Premises, shall be collected from Commercial Premises between 6:00 a.m. and 6:00 p.m., Monday through Saturday.

8.08.290 Collection Vehicles.

- A. Condition and Equipment.** Any truck used for the collection or transportation of Solid Waste within the City shall be leak proof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping, or blowing of any Solid Waste upon the public right-of-way during collection or transportation. No person shall park or cause to be parked within the City any vehicle containing Solid Waste unless the vehicle is free from odor and in a sanitary condition.
- B. Noise.** In the event that the City or a City approved Solid Waste Service Provider receives more than one complaint regarding excessive noise resulting from regular collection activities within any twelve (12) month period, the Solid Waste Service Provider shall submit to the City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity.
- C. Identification.** Each Solid Waste Service Provider shall place the following information on every collection vehicle in letters and figures at least three inches (3") high in colors that contrast with the background:
1. The name of the Solid Waste Service Provider;
 2. A toll-free telephone number for the Solid Waste Service Provider; and
 3. A unique vehicle number.
- D. Other Standards.** Pursuant to the Franchise or other permit issued pursuant to this Chapter, the City Council by resolution or ordinance may establish additional regulations regarding operation of collection vehicles as it may determine is appropriate.

8.08.300 [Reserved]
8.08.310 [Reserved]
8.08.320 [Reserved]
8.08.330 [Reserved]
8.08.340 [Reserved]
8.08.350 [Reserved]

8.08.360 [Reserved]
8.08.370 [Reserved]
8.08.380 [Reserved]

Article III. Unscheduled Solid Waste Handling Services

8.08.390 Nonexclusive Permit for Unscheduled Solid Waste Handling Services

- A.** All unscheduled Residential and Commercial Solid Waste handling services shall be provided by a Solid Waste Service Provider pursuant to a non-exclusive permit issued by the City that is consistent with the terms and conditions of this Chapter and any applicable rules, regulations, and resolutions of the City.
- B.** The nonexclusive permit shall be granted on such terms and conditions as the City shall establish in its sole discretion.
- C.** A Solid Waste Service Provider authorized to provide regular solid waste services pursuant to this Chapter shall be entitled to provide unscheduled solid waste services provided the Solid Waste Service Provider complies with all the terms and conditions of this section.
 - 1. Applicants for a permit to provide unscheduled solid waste handling services shall file with the Public Works Department a verified application in writing on a form furnished by the Public Works Department which shall include the information set forth in subsection D below. The Director may require additional information to be provided by the applicant as required by this Chapter.
- D.** An applicant for a permit to provide unscheduled solid waste handling services shall provide the following information:
- E.**
 - 1. Full name;
 - 2. Permanent home and business address;
 - 3. Trade and firm name;
 - 4. If operating as a joint venture, partnership, or limited partnership, the names of all joint ventures or general partners, their percentage of participation, and permanent addresses. If operating as a corporation, the names and permanent business addresses of all the directors and officers, and if a corporation with out-of-the-area headquarters, the name and permanent address of the local manager.
 - 5. Facts showing applicant has arranged for the recycling of at least sixty-five (65) percent of all waste collected. The applicant must also state which solid waste handling facilities will be used for waste collected under this permit;

6. The location of the authorized solid waste facility;
7. Facts showing that the applicant owns or has under his or her control, in good mechanical condition, sufficient equipment to adequately conduct unscheduled solid waste handling services.

F. Upon receipt of a completed application for a permit to provide unscheduled solid waste handling services, the Director shall determine if the applicant meets all the requirements of this Chapter and all applicable state and federal laws and regulations.

1. A decision to issue or not to issue the permit shall be made by the Director within 30 days from the receipt of a complete application.
2. If the Director determines that an applicant for unscheduled solid waste handling services does not meet the requirements of this Chapter, or if the Director recommends the suspension, amendment, or revocation of a permit pursuant to subsection F of this section, the applicant shall have the right to a hearing before the city council. A request for a hearing before the city council shall be made by the applicant in writing to the city clerk within fifteen calendar days after the period provided in subsection (E)(1) of this section has passed or within fifteen days after the date of notification of the proposed suspension, amendment, or revocation. Upon receipt of the written request for a hearing, the city clerk shall set the matter for a public hearing not more than sixty days following the receipt of the written request, and shall give written notice of the time, date, and place of the hearing to the applicant and the Director. At the hearing, the applicant shall have the burden of proof to show that the applicant meets the requirements of this Chapter and applicable state and federal laws and regulations, and that a permit for unscheduled solid waste collection should be issued. The proceedings before the city council shall be an informal administrative hearing, and the rules of evidence as generally applied in judicial proceedings shall not apply. The city council shall render its decision in writing within fifteen days after the close of the hearing. The decision of the city council shall be final.

G. The Director shall notify the Solid Waste Service Provider approved to provide unscheduled solid waste handling services in writing of his or her decision to recommend to the city council the suspension, amendment, or revocation of a permit. Any permit may be suspended, amended, or revoked by the city council for cause, including, but not limited to, any or all of the following:

1. A violation of any term or condition of the permit
2. Having obtained the permit by misrepresentation or failing to disclose fully all relevant facts;

3. A change in any condition that requires either a temporary or permanent modification, reduction, or elimination of the permitted unscheduled solid waste handling service to bring it into compliance with the requirements of this chapter;
 4. A finding that the operations of the Solid Waste Service Provider providing unscheduled solid waste handling service pose a substantial threat to public health or the environment.
- H. A Person issued a permit pursuant to this section shall be required to pay a fee in an amount as may be determined by the City. The amount of the fee shall not exceed an amount reasonably necessary to recover the cost of administering this Chapter or the cost of enforcing the provisions of this Chapter or any rule or regulation promulgated pursuant to this Chapter.
- I. The term of a permit to provide unscheduled solid waste handling services shall be for a period up to five years from the date the permit is issued.
- J. Upon the written request by a Solid Waste Service Provider providing unscheduled solid waste handling service prior to the expiration of a permit, such permit may be renewed by the Director if the Director finds from the facts that the Solid Waste Service Provider, during the period of the unexpired permit, has operated in conformity with the provisions of this chapter, all applicable laws, and the regulations of the Public Works Department and that the Solid Waste Service Provider is capable of continuing operations in conformity with the provisions of this chapter, all applicable laws, and the regulations of the Public Works Department. If the Director does not renew the permit, the Solid Waste Service Provider shall have the right to a hearing pursuant to subsection (E)(2) of this section.
- K. To satisfy the minimum requirement of recycling fifty percent of all collected waste, the permit holder shall deliver proof of compliance. This proof shall consist of an annual written summary and copies of related tipping fees receipts from the previous calendar year by March 31st, of the following year.
- L. The minimum recycling requirement required by this Chapter shall not apply to the following:
1. Any Person engaged in the business of landscaping, gardening, or tree trimming;
 2. Any Person engaged in the business of removing and disposing of shrubbery, grass, tree trimmings, garage cleanouts, agricultural debris, or other nonputrescible solid waste, provided such Persons haul less than one hundred tons per month;

3. Any Person engaged in the business of disposing of Hazardous Waste or special waste, authorizing or licensed to engage in such business in the City or State of California;
4. Any Person removing and disposing of shrubbery, grass, tree trimmings, garage cleanouts, agricultural debris, or other Solid Waste from any Residential Premises owned or occupied by the Person;
5. Any Person engaged in farming or agricultural operations which produce agricultural solid waste, or any Person engaged in the business of servicing such operations;
6. Municipalities or public agencies;
7. A licensed building contractor hauling Demolition and Construction Waste as an incidental part of a total service offered by that contractor.

M. A Solid Waste Service Provider providing unscheduled solid waste handling services shall comply with the requirements of this Chapter at all times during the term of the permit.

8.08.400 Manner of Providing Unscheduled Solid Waste Handling Services

Unscheduled solid waste handling services shall be provided as follows:

- A.** Unscheduled solid waste handling services may not be used for the collection of putrescible Solid Waste, provided, however, that nothing in this section shall preclude a Solid Waste Service Provider pursuant to this Chapter from providing unscheduled service for the collection of Green Waste where that service is provided in strict compliance with Title 14 of the California Code of Regulations, section 17331 (or its successor statute), pertaining to state minimum standards governing the frequency of removal of putrescible Solid Waste from Residential or Commercial Premises. It is the responsibility of the Solid Waste Service Provider to insure that the requirements of this subsection are adhered to by a responsible party.
- B.** Unscheduled solid waste handling services, including the use of solid waste compactors, shall not be used as a substitute for, or in lieu of, regular solid waste handling services. The Public Works Department may develop an enforcement program consisting of regulations necessary to implement this subsection.
- C.** Unscheduled solid waste service providers are required to divert a minimum of fifty percent of all Solid Waste collected from landfills.

8.08.410 Bond Requirements.

An unscheduled Solid Waste Service Provider may be required to post a bond in an amount established by the Director and as set forth in any applicable permit created for unscheduled solid waste collection services.

8.08.420 Indemnification

An unscheduled Solid Waste Service Provider shall be required to indemnify the City in the same manner as described in section 8.08.220.

8.08.430 Insurance

An unscheduled Solid Waste Service Provider may be required by the Director to meet the same or similar insurance requirements described in Chapter 8.08.230 of this ordinance.

8.08.440 Financial Reports

The accounting of an unscheduled Solid Waste Service Provider shall be conducted as an independent entity, and the assets, liabilities, revenues, expenses, and net worth shall not be combined, consolidated, or in any way incorporated with those of any other operation. An unscheduled Solid Waste Service Provider may be required to provide to the Public Works Department an annual notarized statement of the Solid Waste Service Provider's manager, treasurer, or other responsible officer of the Solid Waste Service Provider, showing in detail the gross revenues, number and location of customers arising from the operations pursuant to the unscheduled Solid Waste Service Provider's permit for the previous year. Other data such as related weight tickets will also be required in order to prove compliance with the Sixty-five (65) percent recycling requirement dictated by this Chapter unless an alternative is agreed upon in writing by the Director. Nothing in this section shall be construed to require an unscheduled Solid Waste Service Provider to establish a separate legal business entity in order to comply with the accounting requirements of this section.

8.08.450 Minimum Standards for Containers

All Containers used for the provision of unscheduled solid waste handling services shall be leak-proof and transported in a manner that will prevent spilling, leaking, dropping, or blowing of any Solid Waste upon the public right-of-way during collection and transportation. All Containers shall be marked pursuant to the safety standards as established by ANSI (American National Standard Institute) for Containers that are placed in public access areas as such standards may be amended time to time.

8.08.460 Maintenance of Containers

All Containers used for the provision of unscheduled solid waste handling services shall be maintained in a clean and sanitary condition, neatly and uniformly painted and cleaned as frequently as necessary to protect public health. The outside of all such Containers shall be kept free from Solid Waste at all times.

8.08.470 Identification of Containers

All Containers used for the provision of unscheduled solid waste handling services shall have the Solid Waste Service Provider's owner's name, telephone number, and bin number printed on each side of the Container in letters and numbers not less than three inches high in colors that contrast with the background.

8.08.480 Encroachment Permit Required

Prior to placing any Container in the public right-of-way, an unscheduled Solid Waste Service Providers shall first obtain an encroachment permit from the Public Works Department.

8.08.490	[Reserved]
8.08.500	[Reserved]
8.08.510	[Reserved]
8.08.520	[Reserved]
8.08.530	[Reserved]
8.08.540	[Reserved]
8.08.550	[Reserved]
8.08.560	[Reserved]
8.08.570	[Reserved]
8.08.580	[Reserved]

Article IV. Mandatory Recycling of Construction and Demolition Waste.

8.08.590 Applicability

A. Covered Projects. Covered projects, meaning those projects subject to mandatory recycling, shall include any project meeting any one or more of the following thresholds:

1. Residential additions or remodels of one thousand square feet or more of gross floor area;
2. Commercial or industrial tenant improvements of two thousand square feet or more of gross floor area;
3. New structures, irrespective of gross floor area or valuation;

4. Demolition of any structure subject to a Building Permit, irrespective of cost or valuation;
5. Any grading work requiring a permit, irrespective of cost, from which inert material will be removed from the project site;
6. All City-sponsored projects and/or construction projects awarded by the City pursuant to the competitive bid process mandated by the California Public Contract Code.

B. City-Sponsored Projects. All City-sponsored construction or renovation projects within the city consisting of one thousand square feet or more of gross floor area shall comply with this section. In addition, all city-sponsored demolition projects having a total square footage of more than one thousand square feet shall be a covered project. These city-sponsored projects shall submit a Waste Management Plan ("WMP") to the compliance official prior to beginning any construction or demolition activities and shall be subject to all applicable provisions of this section with the exception of section 8.108.08.610.

C. Exempt Projects. The following projects are exempt from the requirements of this section:

1. Immediate or emergency demolition required to protect the public health, safety, or welfare, as determined by the Director, Building Official, Police Chief, or Fire Chief of the County of Santa Barbara
2. Projects consisting solely of the installation of pre-fabricated accessories such as patio enclosures and covers, signs, or antennas where no foundation or other structural building modifications are required;
3. A project for which an entitlement of design review approval has been obtained from the City prior to the effective date of this section;
4. A project for which the City, prior to the effective date of this section, has lawfully issued a valid building permit;
5. A public works contract awarded in accordance with the California Public Contract Code for which the notice inviting bids was published prior to the effective date of this section;
6. Work for which only a plumbing permit, electrical permit, or a mechanical permit is required, or any combination thereof;
7. Seismic tie-down projects;
8. Other work the City determines will not produce significant levels of reasonably recyclable Construction and Demolition Waste.

8.08.600 Diversion Requirements

For all Covered Projects, it is required that at least sixty-five (65) percent by weight of all Construction and Demolition Waste generated by the project be diverted from disposal.

8.08.610 Diversion Requirement Exemption Due to Unique Circumstances

- A. Application.** If an applicant for a Covered Project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that he or she submits the WMP required under section 8.08.620. The applicant shall indicate in the WMP the maximum rate of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the normally-required diversion requirement.
- B. Meeting with Director.** The Director shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Based upon the information supplied by the applicant, and input from Public Works Department staff, the Director shall determine whether it is possible for the applicant to meet the diversion requirement.
- C. Granting of Exemption.** If the Director determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall determine the maximum feasible diversion rate for each material, shall indicate this rate on the WMP submitted by the applicant by marking it "Approved for Unique Circumstances Exemption," and shall notify the Community Development Department that the WMP has been approved.
- D. Denial of Exemption.** If the Director determines that it is possible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have thirty days to resubmit a WMP form in full compliance with section 8.08.620. If the applicant fails to resubmit the WMP, or if the resubmitted WMP does not comply with section 8.08.620, the Director shall deny the WMP in accordance with section 8.08.660.

8.08.620 Waste Management Plan Required

Applicants for building or demolition permits involving any Covered Project shall complete and submit a WMP on a form approved by the City for this purpose as part of the application for the building or demolition permit. The completed WMP shall indicate all of the following:

- A. The estimated volume or weight of project construction and demolition debris, by materials type, to be generated;
- B. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling;
- C. The vendor and facility that the applicant proposes to use to collect and receive recyclable material; and
- D. The estimated volume or weight of construction and demolition debris that will be taken to a landfill.

8.08.630 Calculating Volume and Weight of Debris

In estimating the volume or weight of materials identified in the WMP, the applicant shall use the standardized conversion rates approved by the City for this purpose.

8.08.640 Deconstruction

In preparing the WMP, applicants for building or demolition permits involving the removal of all or part of an existing structure that has been deconstructed shall make all materials generated thereby available for salvage, to the maximum extent feasible.

8.08.650 Approval of Waste Management Plan

Notwithstanding any other provision of this code, no building or demolition permit shall be issued for any Covered Project unless and until the Director has approved the WMP. The Director shall only approve a WMP if he or she first determines that all of the following conditions have been met:

- A. The WMP provides all of the information set forth in section 8.08.620; and
- B. The WMP demonstrates that at least sixty-five (65) percent by weight of all Construction and Demolition Waste generated by the project will be diverted.

If the Director determines that these conditions have been met, he or she shall mark the WMP "Approved," return a copy of the WMP to the applicant, and notify the City's Community Development Department that the WMP has been approved.

8.08.660 Rejection of Waste Management Plan

If the Director determines that the WMP is incomplete or fails to demonstrate that at least sixty-five (65) percent by weight of all Construction and Demolition Waste generated by the project will be reused or recycled, he or she shall either:

- A. Return the WMP to the applicant marked "Denied," including a statement of reasons, and so notify the Community Development Department; or
- B. Return the WMP to the applicant marked "Further Explanation Required."

8.08.670 On-site Practices and Records

As the Covered Project is undertaken, the applicant shall recycle and reuse the required percentage of waste and keep records of the tonnage, or other measurements as approved by the City that can be converted to tonnage amounts. The Director will evaluate and may monitor each Covered Project to determine the percentage of waste salvaged and recycled or reused from the Covered Project. For Covered Projects including both construction and demolition, diversion percentages of materials shall be tracked and measured separately. To the maximum extent feasible, project waste shall be separated on-site if the practice increases diversion. For construction and/or demolition projects, on-site separation shall include, but is not limited to, salvageable materials (e.g., appliances, fixtures, plumbing, metals, etc.) and dimensional lumber, wallboard, concrete, and corrugated cardboard.

8.08.680 Construction and Demolition Waste Reporting

Within thirty days following the completion of the demolition phase of a Covered Project, and again within thirty days following the completion of the construction phase, the applicant as a condition precedent to final inspection and to issuance of any certificate of occupancy or final approval of project shall submit documentation to the Director that demonstrates that the applicant is in full compliance with the requirements of sections 8.08.600 and 8.08.620. The documentation shall consist of a final completed WMP showing actual waste tonnage data, supported by original or certified photocopies of receipts and weight tickets on other records of measurement from recycling companies, deconstruction contractors, and/or landfill and disposal companies. Receipts and weight tickets will be used to verify whether waste generated from the Covered Project has been or is to be recycled, reused, salvaged, or disposed. The applicant shall make reasonable efforts to ensure that all designated recyclable and reuse waste salvaged or disposed of is measured and recorded using the most accurate method of measurement available.

To the extent practical, all Construction and Demolition Waste shall be weighed in compliance with all regulatory requirements for accuracy and maintenance. For Construction and Demolition Waste for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates approved by the City for this purpose.

If a Covered Project involves both demolition and construction, the report and documentation for the demolition project must be submitted and approved by the

Director before issuance of a building permit for the construction phase of a covered project. Alternatively, the applicant may submit a letter stating that no waste or recyclable materials were generated from the Covered Project, in which case this statement shall be subject to verification by the Director. Any deposit posted pursuant to section 8.08.690 shall be forfeited if the applicant does not meet the timely reporting requirements of this section.

8.08.690 Deposit Required

Prior to the issuance of any permit for construction or demolition for a Covered Project of 10,000 square feet or more, the City, at its sole discretion, may require the applicant to post a deposit (cash, letter of credit, or money order) in an amount equal to the tipping fee charged for refuse at the landfill for which the waste is destined, but not less than \$250.00. Upon proof of satisfaction to the Director that no less than the required percentage of Construction and Demolition Waste tonnage generated by the Covered Project has been diverted from disposal and has been recycled or reused or stored for later reuse or recycling, the deposit shall be returned without interest to the applicant. If a lesser percentage of Construction and Demolition Waste tonnage than required is diverted, a proportionate share of the deposit as determined by the Director shall be returned. The deposit shall be forfeited entirely or to the pro-rated extent that there is a failure to comply with the requirements of this Chapter. The City may, by resolution, modify the amount of the required deposit.

8.08.700 Appeals

An appeal of the Director's determination regarding construction and demolition diversion, or of a decision to return less than a full deposit, may be made to the city manager or his or her designee in writing not longer than ten days after the Director's decision. The decision of the city manager shall be final. An appeal shall not be accepted by the city manager unless it is complete. A completed notice of appeal must specifically state:

- A. The name and address of the appellant and appellant's interest in the decision;
- B. The nature of the decision and/or the conditions appealed from; and
- C. A clear, complete, and brief statement of the reasons why, in the opinion of the appellant, the decision or the conditions imposed were unjustified or inappropriate.

8.08.710 Penalties

- A. Civil Penalty.** If the Director or the city manager on appeal determines that an applicant is in noncompliance as described in section 8.08.660, the applicant shall pay a civil penalty in the amount calculated as two percent of the total Covered Project valuation. Until the civil penalty is paid, a certificate of occupancy may be withheld by the Community Development Department.
- B. Enforcement.** The city attorney is authorized to enforce this section through any and all appropriate legal means, including criminal proceedings or a civil action in any court of competent jurisdiction to recover civil penalties for the city.

8.08.720 [Reserved]
8.08.730 [Reserved]
8.08.740 [Reserved]
8.08.750 [Reserved]
8.08.760 [Reserved]
8.08.770 [Reserved]
8.08.780 [Reserved]"

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portion thereof may be declared invalid or unconstitutional.

SECTION 4. Effective Date

This ordinance shall take effect on the 31st day following the date of its final adoption.

SECTION 5. Publication

The City Clerk shall certify to the passage of this Ordinance and cause the same to be published and posted in a manner prescribed by law.

SECTION 6. CEQA Exemption

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) (Title 14, the California Code of Regulations).

PASSED, APPROVED AND ADOPTED this 25th day of November 2013 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

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 25th day of November, 2013.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter Brown
City Attorney

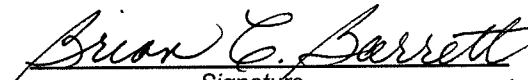
STAFF REPORT
COUNCIL MEETING DATE:
November 25, 2013

ITEMS FOR COUNCIL CONSIDERATION:

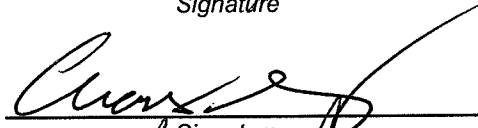
Authorize the Director of Public Works to Advertise City Maintenance Project No. 15041 – Santa Ynez Avenue Sidewalk Improvements and Guardrail Repairs, for Informal Bid

Report prepared by: Brian C. Barrett, Management Analyst

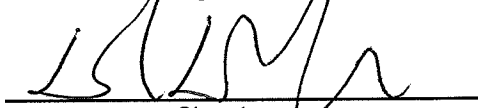
Department: Public Works


Signature

**Reviewed by
Public Works
Director:**


Signature

**Reviewed by
City Manager:**


Signature

ACTION ☒ **NON-ACTION** ☐

STAFF RECOMMENDATION:

Recommendation: Authorize the Public Works Director to advertise City Maintenance Project 15041 (Santa Ynez Avenue Sidewalk Improvements and Guardrail Repairs) for informal bid.

Sample Motion: I move to authorize the Public Works Director to advertise City Maintenance Project 15041 (Santa Ynez Avenue Sidewalk Improvements and Guardrail Repairs) for informal bid.

I. BACKGROUND:

Until recently, Santa Ynez Avenue, south of Via Real had an outdated "half-moon" style guardrail protecting a pedestrian path and the embankment for the freeway overcrossing. The guardrail existed from the freeway overcrossing for a length of approximately 125 feet north toward the mountains on the west side of the roadway. Beyond that, an asphalt berm that controlled drainage, continued from the guardrail north toward Via Real. On December 2, 2012 a vehicle struck and demolished the majority of the guardrail.

The Department of Public Works crew placed portable delineators and caution tape around the damaged guardrail. On December 4, 2012, the City Engineer reviewed the situation and determined the best temporary solution was to remove the entire section of outdated guardrail and place portable concrete barriers as a replacement barrier and enhance the pedestrian path to provide a smooth surface. Public Works determined direct replacement of the old guardrail was inappropriate as it had been outdated for a significant amount of time. In addition, current design standards do not recommend repairs to this type of old guardrail. The standard is replacement with current design guardrail. However, given the overcrossing sidewalk configuration and pedestrian access requirements, new guardrail that meets today's standards would also not work without significant modifications to the overcrossing bridge and roadway.

While an engineered solution for the guardrail replacement was being determined, Public Works contracted with work crews to remove the existing guardrail and install the temporary concrete barrier and paving for the pedestrian path. On December 17, 2012, Public Works contacted the Caltrans Encroachment Permits Office and received verbal approval on the temporary work completed. The Caltrans Encroachment Permits Office directed Public Works to Caltrans' Santa Barbara Maintenance Office for coordination and additional input on final repairs.

Ultimately, the Department of Public Works then proceeded with the process of hiring a design professional to prepare the construction documents for a permanent solution – a concrete curb and gutter and a raised sidewalk between Via Real and the U.S. 101 overcrossing. The construction project would involve an encroachment permit from Caltrans for the connection to the bridge railing with the new project. The City Council approved a contract with RBF Consulting in late 2012 for project plans and specifications. These draft plans are provided in Attachment A of this staff report.

II. DISCUSSION:

The Department of Public Works has reviewed the attached plans and specifications as prepared by RBF Consulting. If directed, Public Works will let this project to Informal Bid as required by the California Uniform Construction Cost Accounting Act (CUCCAA).

The project scope includes new curb, gutter, and sidewalk along the west side of Santa Ynez Avenue between Via Real and Highway 101 overcrossing, an ADA ramp installed at the southwest corner of Santa Ynez Avenue and Via Real, and the installation of new guardrail at the bridge overcrossing along the back of the proposed walk.

Project bidding requirements will include a mandatory pre-bid walk to educate potential contractors about specific project requirements addressing quality, timeliness, and working conditions. As required by the CUCCAA, this project will be let to informal bid and awarded to the lowest responsive and responsible bidder.

During the entire construction phase of this project, the contractor will maintain street access. The selected contractor will coordinate all construction activities with the Public Works Department, to reduce any potential negative impacts from their work activities.

II. POLICY:

The City's General Plan / Local Coastal Land Use Plan policies call for continuous, accessible and safe sidewalks, i.e., Circulation Element Policies C-7b through C-7e. The Plan also states that walking to shopping and recreational sites promotes direct interface with the physical environment as well as ecologically benefitting the community. Safe well-maintained sidewalks, trails and other street improvements, as well as pedestrian-oriented design standards, encourage pedestrian transportation.

III. FINANCIAL CONSIDERATIONS:

Currently, the engineer's estimate for total construction is \$94,938.00 for the proposed work schedule. This project will be funded through three sources: an insurance claim with CA Joint Powers Insurance Authority (JPIA), Measure A Safe Routes to School Grant, and other Measure A Funds. The following table summarizes the project costs and funding:

<u>Project Costs</u>		<u>Project Funding</u>	
General Construction:	\$ 94,938.00	Insurance Claim	
Construction/Inspection/		with JPIA:	\$ 20,000.00
Administration:	\$ 14,240.70	Measure A Funds	
Contingency:	\$ 20,000.00	(SRTS Grant):	\$113,796.00
Staff Costs:	\$ 5,000.00	Measure A Funds (Other):	\$ 382.70
Total Costs	\$134,178.70		\$134,178.70

Note: All costs shown above are estimated. The Department of Public Works will work with JPIA to submit a claim for reimbursement and obtain an actual dollar amount.

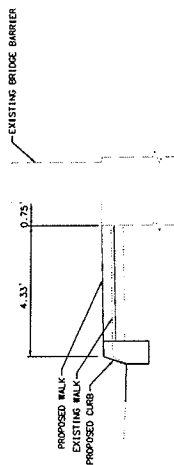
IV. ATTACHMENTS:

Attachment A: Reduced copy of Draft Project Plans

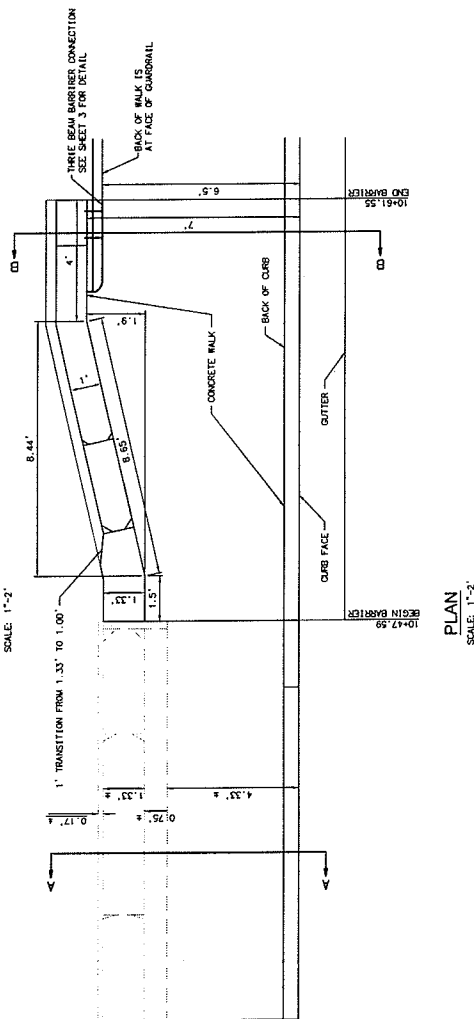
ATTACHMENT A

SANTA YNEZ AVENUE
SIDEWALK IMPROVEMENTS AND GUARDRAIL REPAIRS
CITY PROJECT NO. 15041

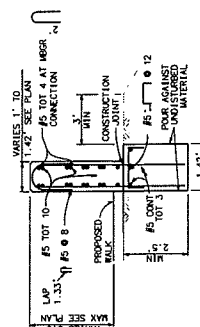
Sheet 1 of 7 Sheets



SECTION A-A
SCALE: 1"=2'



PLAN
SCALE: 1"=2'



NOTE:
1. CLEARANCE TO REINFORCING STEEL IN BARRIER TO BE 1".
2. ANCHOR MEQR PER CALTRANS RSP A77V1

TYPICAL BARRIER SECTION

SCALE: NO SCALE

[illegible]

DESIGNED BY:	DATE
SD/JM/NM	
DRAWN BY:	DATE
SD/JM/NM	
CHECKED BY:	DATE
DJ	
PROJECT ENGINEER:	

**Know what's below.
Call before you dig.**

Call before you dig.

CITY OF CARPINTERIA
DEPARTMENT OF PUBLIC WORKS

DETAILS AND SECTIONS

SANTA YNEZ AVENUE

**SANTA FE AVENUE
BARRIER/GUARD RAIL DETAILS AND SECTIONS**

[illegible]

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BEST MANAGEMENT PRACTICES (BMPs)

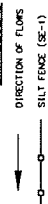
TYPICAL AT EACH CONSTRUCTION WORK AREA

SYMBOL	EXPLANATION
EC-1	SCHEDULING
NS-1	WATER CONSERVATION PRACTICES
NS-2	PAVING AND GRINDING OPERATIONS
NS-3	VEHICLE AND EQUIPMENT FUELING
NS-4	VEHICLE AND EQUIPMENT MAINTENANCE
NS-5	CONCRETE CURING
NS-6	CONCRETE FINISHING
NS-7	MATERIAL DELIVERY AND STORAGE
NS-8	MATERIAL USE
NS-9	STOCKPILE MANAGEMENT
NS-10	SPILL PREVENTION AND CONTROL
NS-11	SOLID WASTE MANAGEMENT
NS-12	HAZARDOUS WASTE MANAGEMENT
NS-13	CONTAMINATED SOIL MANAGEMENT
NS-14	CONCRETE WASTE MANAGEMENT
NS-15	SANITARY/SEPTIC WASTE MANAGEMENT

ACTIVE CONSTRUCTION BMPs

SC-1	SILT FENCE
SC-2	STREET SHEETING AND VOLUMING
SC-3	STORM DRAIN INLET PROTECTION
SC-4	WIND EROSION CONTROL

BMP LEGEND



NOTES:

1. ALL INLET PROTECTION (SC-3) ON ALL INLETS THAT ARE DOWNSTREAM FROM THE PROJECT.
2. CONTRACTOR TO CONFORM TO CITY OF CARPINTERIA'S STORM WATER MANAGEMENT PROCEDURES. COORDINATE WITH CITY STORM WATER REVIEWER, ERIN WARD, AT (805)884-5405, EXT. 415.



CITY OF CARPINTERIA
DEPARTMENT OF PUBLIC WORKS

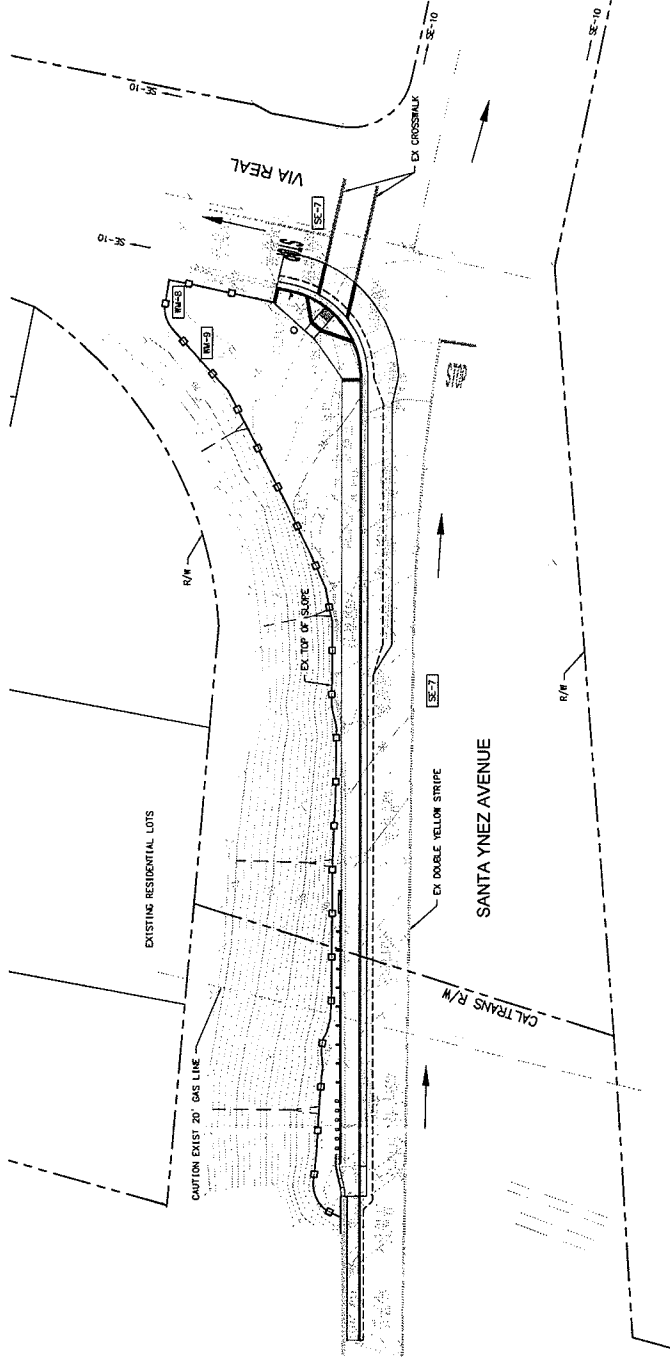
SIDEWALK IMPROVEMENTS PLAN AND PROFILE
SANTA YNEZ AVENUE
EROSION CONTROL

PROJECT NUMBER 13460	DATE 06/06/05	REVIEWED BY DATE
PROJECT ENGINEER DUSTY P. JANSSEN	DATE 06/06/05	DATE
DESIGNED BY DUSTY P. JANSSEN	DATE 06/06/05	DATE
CHECKED BY DUSTY P. JANSSEN	DATE 06/06/05	DATE
APPROVED BY DUSTY P. JANSSEN	DATE 06/06/05	DATE
SEAL DUSTY P. JANSSEN CITY OF CARPINTERIA	DATE 06/06/05	DATE

NO.	REVISION	BY	CHKD.	DATE

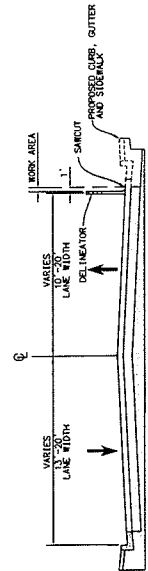
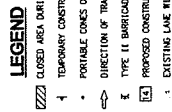


UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
CALL AT LEAST TWO DAYS BEFORE YOU DIG.



CONSTRUCTION NOTES

- ① CONES/DELINATORS SHALL BE PLACED AT 10' INTERVALS AND 1' OFF OF SAWCUT LINE.



SECTION AA
TWO LANE TRAFFIC CONTROL OPTION
NOT TO SCALE

CITY OF CARPINTERIA
DEPARTMENT OF PUBLIC WORKS

SANTA YNEZ AVENUE

SIDEWALK AND GUARDRAIL IMPROVEMENTS
NON-WORK HOURS TRAFFIC CONTROL

NO.	REVISION	BY	CHKD.	DATE	CONSULTANT INFORMATION		RECORDING INFORMATION	
					 RBF CONSULTING 2000 WILLOW HILL DRIVE SUITE 100 CHICAGO, IL 60640 TEL: 312.557.1100 FAX: 312.557.1101 WWW.RBFCONSULTING.COM		SHEET NO. <u>6</u> OF <u>7</u> SHEETS PROJECT NO. <u>13340</u> PROJECT OWNER <u>CHARLES W. BREUNG, P.E.</u> PROJECT NUMBER <u>13340</u> SCALE <u>AS SHOWN</u> DATE <u>05/02/03</u> REVIEWED BY <u>DATE</u> DRAWING NUMBER <u>DATE</u> RECORD NUMBER <u>DATE</u>	

**Know what's below.
Call before you dig.**

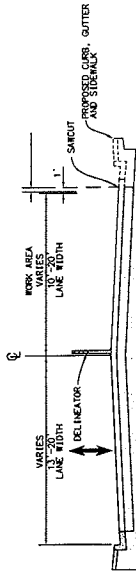
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
CALL AT LEAST TWO DAYS BEFORE YOU DIG

CONSTRUCTION NOTES

- ① CONES/DELINATORS SHALL BE PLACED AT 10' INTERVALS ON CENTERLINE

LEGEND

- CLOSED AREA DURING NON-BUSY HOURS
- TEMPORARY CONSTRUCTION SIGN (AS NOTED ON PLAN)
- PORTABLE CONES OR DELINEATORS (WITH RETROREFLECTIVE BANDS)
- DIRECTION OF TRAFFIC
- TYPE II BARRICADE WITH CONSTRUCTION SIGN
- PROPOSED CONSTRUCTION LANE WIDTH
- EXISTING LANE WIDTH



SECTION A-A
TEMPORARY LANE CLOSURE OPTION
NOT TO SCALE



CITY OF CARPINTERIA
DEPARTMENT OF PUBLIC WORKS

SANTA YNEZ AVENUE

SIDEWALK AND GUARDRAIL IMPROVEMENTS NON-WORK HOURS TRAFFIC CONTROL

[illegible]

Know what's below.

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