

City of Carpinteria
City Council Regular Meeting Agenda
Monday, December 9, 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

5:33 p.m.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

5:35 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.

5:40 p.m.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

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

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

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

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

5:55 p.m.

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

1. Minutes of the regular meeting held November 25, 2013.
2. Expenditures for the period ending December 2, 2013.
3. Adopt Ordinance No. 665, as read by title only (second reading), to replace in its entirety Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management, in its entirety.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING: NONE

OTHER BUSINESS:

- 5:58 p.m. 4. Parking Lot Use Agreement between the City of Carpinteria and Girls Incorporated of California
- Recommendation: Approve a Parking Lot Use Agreement with Girls Incorporated and authorize the City Manager to execute it.
- Staff presenter: Matt Roberts, Parks and Recreation Director
- a. Staff Report
b. Public Comment
c. City Council Determination
- 6:20 p.m. 5. 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
- 6:40 p.m. 6. Appointment to Fill the Existing Vacancy of the Mobile Home Park Rent Stabilization Board
- Recommendation: Make an appointment to fill the existing vacancy on the Mobile Home Park Rent Stabilization Board and adopt Resolution No. 5494, as read by title only, approving the appointment to the Mobile Home Park Rent Stabilization Board, as deemed appropriate.
- Staff presenter: Dave Durflinger, City Manager
- a. Staff Report
b. Public Comment
c. City Council Determination
- 6:50 p.m. 7. Appointment to the Community Development Block Grant Committee

Recommendation: Reappoint Lisa Guravitz and Commissioner Jane Benefield and appoint Michelle Robertson to the Community Development Block Grant Committee for a three year term commencing December 10, 2013.

Staff presenter: Jackie Campbell, Community Development Director

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

- 7:00 p.m. 8. Ninth Street Pedestrian Bridge Replacement Project Update and Approval of Related Bridge Structure Purchase Agreement

Recommendation: Authorize the City Manager to purchase the bridge structure for the Ninth Street Pedestrian Bridge Replacement Project.

Staff presenter: Charlie Ebeling, Public Works Director

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

- 7:15 p.m. 9. Resolution No. 5495, a Resolution of the City Council of the City of Carpinteria Establishing a Policy with Regard to the Designation of Hearing Officers and Rescinding Resolution No. 4744

Recommendation: Adopt Resolution No. 5495, as read by title only, Establishing a Policy with Regard to the Designation of Hearing Officers and Rescinding Resolution No. 4744.

Staff presenter: Dylan Johnson

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

- 7:35 p.m. 10. Schedule and Approach to the Annual Work Program and Strategic Planning Workshop

Recommendation: Set the special meeting date of Saturday, January 25, 2014, 8am-1pm, for consideration of the Annual Work Program and update of the City's Strategic Plan.

Staff presenter: Dave Durflinger, City Manager

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

7:45 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: 50 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, January 13, 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, December 4, 2013, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, November 25, 2013**

CALL TO ORDER

The meeting was called to order by Mayor Stein at 4:45 p.m.

ROLL CALL

Councilmember Al Carty, Councilmember Wade Nomura, Councilmember Fred Shaw, Vice Mayor Gregg Carty and Mayor J. Bradley Stein were present. City Manager Dave Durflinger, City Attorney Peter Brown, Deputy City Attorney Dylan Johnson, and Parks and Recreation Director Matt Roberts were also present.

CLOSED SESSION

Peter Brown, City Attorney, announced that the City Council would temporarily adjourn to a Closed Session for the purpose of the following item:

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 MATTERS: NONE

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:46 p.m.

The meeting was called to order by Mayor Stein at 5:29 p.m.

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Peter Brown, City Attorney
Dylan Johnson, Deputy City Attorney
Fidela Garcia, City Clerk
Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer
Erin Maker, Environmental Coordinator

PLEDGE OF ALLEGIANCE

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

CLOSED SESSION REPORT

Peter Brown, City Attorney, reported that there was no reportable action from the Closed Session.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Presentation of the City's Fall 2013 Outstanding Community Partner Award to The Carpinteria Children's Project.

Mayor Stein presented the Fall 2013 Outstanding Community Partner Award to Maria Chelsea Fisk, representing The Carpinteria Children's Project. Dr. Fisk expressed her appreciation for the award.

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.

Paul Cordeiro, Superintendent for the Carpinteria Unified School District, acknowledged City Manager Dave Durflinger for his support of THRIVE Carpinteria. Mr. Cordeiro provided a PowerPoint presentation of the THRIVE Carpinteria Cradle-to-Career, a

systemic community-wide initiative that move students to four-year college admission and/or a viable career path.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: NONE

CITY MANAGER'S REPORT

- City Hall will be closed November 28 and 29 for the Thanksgiving Day holiday
- Community pool will be closed November 27 to December 3 for routine maintenance
- Trash service will be delayed one day due to Thanksgiving Day holiday
- Community Development Block Grant (CDBG) program notice of funding availability for human services grant and capital projects grant. Applications will be reviewed by the CDBG Advisory Committee and forwarded to the City Council for approval. Application deadline is January 10, and applications are available on www.countyofsb.org/housing.
- November 30 is National Small Business Saturday, which recognizes economic advantages that small businesses provide to the community and promotes shopping locally
- First Friday on December 6, Light up the Season, from 5:00 to 7:30 p.m., with performances by the Bonnie Curtis Dance Studio
- November 10 Crafting Faire from 10:00 a.m. to 4:00 p.m. at Casitas Plaza

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Ken Steiner expressed concern with loose dogs and dogs wandering off-leash. He stated that dogs have attacked him and his wife in the past. He reminded dog owners that dogs must be on leash. He shared an incident when he and his wife were at Viola Fields when they were approached by two large dogs off-leash and the dog owner verbally threatened him. He asked that the police talk to people seen with their dogs' off-leash.

Jason Lesh provided an update on the Community Development Forum held by the Carpinteria Skate Foundation. He noted the site feasibility study was presented and several people came to present their concerns. He indicated that the study demonstrated that a community garden and skate park would serve the most people and would be most successful if they are located in the downtown corridor. He stated that the foundation is pursuing the Fifth Street site as the best location, and they will continue to hold community forums to address noise, traffic, and vandalism.

Peter Bonning acknowledged Superintendent Cordeiro for his efforts. He presented signed petitions from ten businesses in support of skate garden at Fifth Street location. He commented that many people's concerns are the stereotype that exists around

skateboarding and skateboarders, and they want the skate park to be in a location where the community can see them.

Marla Daily, lessee of Parcel B from Union Pacific Railroad on the south side of the railroad track, stated that she was appreciative of the skate park and supportive of the youth having a skate park in Carpinteria; however, she opposed siting a skate park on Parcel A, Fifth Street location. She suggested an alternate location at the end of Parcel B if the City pursues purchasing this parcel from Union Pacific Railroad. She noted this would still be in the downtown and it has far fewer neighbors who would object to a skate park.

Mayor Stein noted that neither location has been designated for a skate park or a community garden. He stated that the City Council would hold a public hearing at a later date to identify what can be placed on these sites.

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR

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

Upon voice vote, motion carried unanimously.

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:

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.

Councilmember Shaw recused himself from this item, as he is a homeowner at Silver Sands Mobile Home Park. He stepped down from the dais and exited the Council Chambers at 6:29 p.m.

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

David Fainer, attorney representing the Silver Sands Village Mobile Home Park Board of Directors, expressed their support for approval of the Implementation Agreement. He asked the people in the audience to stand to show their support.

Motion by Vice Mayor Carty, seconded by Councilmember Nomura, to approve the Implementation Agreement with Silver Sands Village Mobile Home Park and Resolution No. 5492, as read by title only, and to authorize the City Clerk to execute the acceptance of Grant Deed for the required lot line adjustment including fee transfer to the City portion of Third Street lying within the Carpinteria Salt Marsh Nature Park, and the Mayor to execute the Quit Claim Deed for the vacated street easements, and the Mayor to execute the Implementation Agreement. Also that the City Council direct the City Clerk to attest to the Mayor's signature on these documents and the City Clerk shall record a copy of the resolution with the Santa County Recorder's Office.

Roll call vote:

Ayes: Clark, Carty, Nomura, Stein

Noes: None

Absent: Shaw

Motion carried.

Councilmember Shaw returned to the Council Chambers at 6:45 p.m. and took his seat at the dais.

Peter Brown, City Attorney, stated that Dylan Johnson, Deputy City Attorney, would represent the City Attorney's Office on the next two items and left the Council Chambers.

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.

Mayor Stein recused himself from this item, as he is an employee of Southern Pacific Railroad. He turned the meeting over to Vice Mayor Carty. He also stepped down from the dais and exited the Council Chambers at 6:47 p.m.

Dave Durlinger, City Manager, noted that new information had come forward and he asked that this item be continued to the next meeting on December 9.

Motion by Councilmember Nomura, seconded by Councilmember Shaw, for a continuance of this item to the next meeting.

Upon voice vote, Councilmembers Shaw, Clark, and Nomura, and Vice Mayor Carty were in favor. Mayor Stein was absent. Motion carried.

Mayor Stein returned to the Council Chambers at 6:52 p.m. and took his seat at the dais.

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).

Erin Maker, Environmental Coordinator, presented the staff report and PowerPoint presentation.

Councilmember Shaw inquired whether the ordinance would address illegal pilfering of trash from trash receptacles and allow for code enforcement. Ms. Maker responded that this was correct, and stated that anything placed inside a recyclables container at curbside belongs to the waste hauler. Councilmember Shaw referred to Article L, Section 8.08.390, and inquired whether a licensed building contractor hauling demolition

and construction waste would need to comply with the 65 percent recycling mandate. Ms. Maker responded that a licensed building contractor is required to recycle 65 percent through this section of the chapter; however, diversion for everything else is 50 percent.

Dylan Johnson, Deputy City Attorney, noted a revision to the ordinance Section 8.08.140, Subsection F, which clarifies that the only people who are authorized to pick up solid waste are the people that are specifically authorized by the ordinance.

Vice Mayor Carty suggested that the City and the trash hauler do a better job educating the residents on what items are recyclable and should not be placed in the trash bin.

No public comment.

Motion by Councilmember Shaw, seconded by Councilmember Nomura, 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 9 for final adoption of Ordinance 665 (Second reading).

Upon voice vote, motion carried unanimously.

City Attorney Peter Brown returned to the Council Chambers at 7:05 p.m. and took his seat at the staff table.

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.

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

No public comment.

Motion by Councilmember Clark, seconded by Councilmember Nomura to authorize the Public Works Director to advertise City Maintenance Project 15041, Santa Ynez Avenue Sidewalk Improvements and Guardrail Repairs, for Informal Bid.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Shaw reported that he attended the Beach Erosion Authority for Clean Oceans Nourishment (BEACON) meeting last week where they discussed plastic bag bans and dredging beach sand from Ventura Harbor with assistance from the Army Corps of Engineers. He stated that BEACON was in contact with Caltrans and the Coastal Commission regarding revitalization of five access points to the beach and a parking lot at Punta Gorda. He noted that they want BEACON to take on the maintenance responsibilities, and BEACON and Caltrans are seeking possible funding sources for the continuing maintenance.

Councilmember Nomura asked for clarification regarding a \$499,000 grant the City received for the South Coast Task Force on Youth Gangs. Dave Durflinger, City Manager, responded that the Carpinteria Unified School District and the City received a Cal Grip Grant for a renewal of a two-year grant that provides student and family counseling services. He stated that this is a continuance of the Safe Schools Healthy Students Grant Initiative

ADJOURNMENT

The meeting was adjourned at 7:15 p.m. by Mayor Stein.

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

STAFF REPORT
COUNCIL MEETING DATE
December 9, 2013

ITEM FOR COUNCIL CONSIDERATION

EXPENDITURES FOR THE PERIOD ENDING DECEMBER 2, 2013

Report prepared by: John Thornberry,
Administrative Services Director

Reviewed by: Dave Durflinger, City Manager

Signature

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 December 2, 2013

CITY OF CARPINTERIA
Warrant Register
November 20 through December 2, 2013

Page 1

12:27 PM
12/02/13

CITY OF CARPINTERIA

Warrant Register

November 20 through December 2, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL					CalPERS	DECEMBER 2013 HEALTH	4868194 ...	-530.75
								-39,510.64
101696	11/20/13 11:27:42	11/20/13	81852	CARP EVENTS	CARP EVENTS	2013 HOLIDAY SPIRIT PARADE	1000101 ...	
101651	11/18/13 11:00:05	11/12/13	2013 HOLID...		CARP EVENTS	2013 HOLIDAY SPIRIT PARADE	3845222 ...	-3,650.00
TOTAL								-3,650.00
101697	11/20/13 11:27:42	11/20/13	81853	CENTRAL COAST IMAGIN...	CENTRAL COAST I...	INVOICE #AR25717	1000101 ...	
101662	11/19/13 14:24:58	11/8/13	AR25717		CENTRAL COAST I...	COPIER MAINTENANCE	1018222 ...	-445.59
TOTAL								-445.59
101698	11/20/13 11:27:43	11/20/13	81854	CHARGEPOINT	CHARGEPOINT	QUOTATION #3001157	1000101 ...	
101663	11/19/13 14:26:54	10/31/13	3001157		CHARGEPOINT	ELECTRIC CAR CHARGING STATIONS	1030305 ...	-580.00
TOTAL								-580.00
101699	11/20/13 11:27:43	11/20/13	81855	COAST OFFICE TECHNOL...	COAST OFFICE TE...		1000101 ...	
101654	11/18/13 11:25:10	11/1/13	4879		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 ...	-5,060.00
101655	11/18/13 11:26:06	11/9/13	2013119		COAST OFFICE TE...	COMPUTER HARDWARE	1070417 ...	-100.65
TOTAL								-5,160.65
101700	11/20/13 11:27:44	11/20/13	81856	COASTAL VIEW NEWS	COASTAL VIEW N...	INVOICE 41957	1000101 ...	
101653	11/18/13 11:23:57	10/17/13	41957		COASTAL VIEW N...	LEGAL NOTICES	1011303 ...	-297.00
TOTAL								-297.00
101701	11/20/13 11:27:44	11/20/13	81857	FEDEX	FEDEX	ACCOUNT 3004-2941-6	1000101 ...	
101665	11/19/13 14:35:13	11/8/13	2-459-14857		FEDEX	DIF HWY INTERCHANGES	3100232 ...	-13.63
					FEDEX	DIF HWY INTERCHANGES	3179616 ...	-13.63
TOTAL								-27.26
101702	11/20/13 11:27:45	11/20/13	81858	IMPULSE INTERNET SER...	IMPULSE INTERNE...	INVOICE 750004	1000101 ...	
101667	11/19/13 14:37:07	11/1/13	750004		IMPULSE INTERNE...	WEBHOSTING	1018222 ...	-89.95
TOTAL								-89.95
101703	11/20/13 11:27:45	11/20/13	81859	LAMOTTE COMPANY	LAMOTTE COMPA...	INVOICE #1327660	1000101 ...	
101656	11/18/13 12:17:30	10/17/13	1327660		LAMOTTE COMPA...	CHEMICALS	4866338 ...	-116.56
TOTAL								-116.56
101704	11/20/13 11:27:46	11/20/13	81860	LAWSON PRODUCTS INC	LAWSON PRODUC...	INVOICE 9302010823	1000101 ...	

12:27 PM
12/02/13

CITY OF CARPINTERIA

Warrant Register

November 20 through December 2, 2013

Trans #	Entered/Last Modified	Date	Nm	Name	Source Name	Memo	Account	Paid Amount
101486	11/06/13 08:47:45	10/25/13	9302010823		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	3332308 ...	-117.56
TOTAL								-117.56
101705	11/20/13 11:27:46	11/20/13	81861	ON TRAC	ON TRAC	INVOICE 7815669	1000101 ...	
101668	11/19/13 14:38:08	11/2/13	7815669		ON TRAC	SHIPPING	1013302 ...	-3.59
TOTAL								-3.59
101706	11/20/13 11:27:47	11/20/13	81862	SANSUM CLINIC	SANSUM CLINIC		1000101 ...	
101671	11/19/13 14:48:56	11/5/13	101307-002		SANSUM CLINIC	HEALTH SCREEN - GRAY	1016320 ...	-212.00
101672	11/19/13 14:49:13	11/5/13	101307-003		SANSUM CLINIC	HEALTH SCREEN - GRAY	1016320 ...	-20.00
101673	11/19/13 14:49:30	11/5/13	101307-001		SANSUM CLINIC	HEALTH SCREEN - GRAY	1016320 ...	-217.00
101674	11/19/13 14:49:59	11/5/13	101275-002		SANSUM CLINIC	HEALTH SCREEN - MAECHLER	1016320 ...	-158.00
TOTAL								-607.00
101707	11/20/13 11:27:47	11/20/13	81863	SANTA BARBARA ATHLE...	SANTA BARBARA ...	2014 TRIATHLON LISTING	1000101 ...	
101658	11/19/13 14:15:38	11/14/13	2014 CALEN...		SANTA BARBARA ...	TRIATHLON PROMOTION 2014	4863300 ...	-75.00
TOTAL								-75.00
101708	11/20/13 11:27:48	11/20/13	81864	SANTA BARBARA NEWS ...	SANTA BARBARA ...	ACCOUNT #CITY8056845405	1000101 ...	
101678	11/20/13 09:06:18	11/8/13	T3450144		SANTA BARBARA ...	NOTICE OF PUBLIC HEARING	1011303 ...	-59.28
TOTAL								-59.28
101709	11/20/13 11:27:48	11/20/13	81865	SANTA BARBARA PEST C...	SANTA BARBARA ...		1000101 ...	
101491	11/06/13 08:51:16	10/22/13	45867		SANTA BARBARA ...	PEST CONTROL	3332223 ...	-125.00
101492	11/06/13 08:51:44	10/22/13	45589		SANTA BARBARA ...	PEST CONTROL	3332223 ...	-65.00
TOTAL								-190.00
101710	11/20/13 11:27:49	11/20/13	81866	SAPLES ADVANTAGE	SAPLES ADVANT...		1000101 ...	
101461	11/05/13 09:47:37	10/25/13	3212894790		SAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-5.93
101462	11/20/13 15:27:23	10/25/13	3212894789		SAPLES ADVANT...	EMERGENCY SERVICES	1044308 ...	-49.74
101463	11/05/13 09:49:00	10/25/13	3212894788		SAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-95.00
101456	11/05/13 09:43:57	10/26/13	3213150908		SAPLES ADVANT...	POOL	4866308 ...	-146.10
						PW SHOP SUPPLIES	2531308 ...	-174.00
TOTAL								-470.77
101711	11/20/13 11:27:50	11/20/13	81867	UNITED STATES TREASU...	UNITED STATES T...	EIN #95-2414438	1000101 ...	
101687	11/20/13 10:16:55	11/19/13	2013 FORM ...		UNITED STATES T...	IRS FORM 720 QUARTER 2	1016312 ...	-35.00
TOTAL								-35.00

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101715	11/20/13 11:34:25	11/20/13	81871	HASLER	HASLER	ACCOUNT 7900-0110-3770-5400	1000101 ...	
101666	11/19/13 14:36:28	11/6/13	OCT 2013 P ...		HASLER	POSTAGE	1013302 ...	-1,000.00
TOTAL								-1,000.00
101716	11/20/13 11:34:25	11/20/13	81872	RADIOHACK	RADIOHACK	OCTOBER 2013 BILLING	1000101 ...	
101585	11/13/13 08:57:25	10/31/13	OCT 2013 BL...		RADIOHACK	VEHICLE MAINTENANCE	2531307 ...	-53.91
					RADIOHACK	CLEEP GRANT	2000261 ...	-151.16
					RADIOHACK	POOL SPEAKERS	4866308 ...	-21.05
TOTAL								-226.12
101717	11/20/13 11:34:26	11/20/13	81873	RUSCO, INC	RUSCO, INC	INVOICE #30275	1000101 ...	
101670	11/20/13 13:35:19	10/29/13	30275		RUSCO, INC	BEVERAGE CONTAINER GRANT	2000261 ...	-7,992.00
TOTAL								-7,992.00
101718	11/20/13 11:34:26	11/20/13	81874	STAPLES ADVANTAGE	STAPLES ADVANT...	INVOICE 3213268406	1000101 ...	
101455	11/05/13 09:43:23	10/30/13	3213268406		STAPLES ADVANT...	PW OFFICE SUPPLIES	1030308 ...	-115.48
TOTAL								-115.48
101719	11/20/13 11:34:27	11/20/13	81875	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711121344932803	1000101 ...	
101683	11/20/13 09:10:32	11/7/13	01171112134...		VERIZON CALIFOR...	BOAT HOUSE	2862301 ...	-184.84
TOTAL								-184.84
101720	11/20/13 12:06:40	11/20/13	81876	AFLAC	AFLAC	NOVEMBER 2013 WELLNESS	1000101 ...	
101677	11/20/13 12:05:44	10/12/13	865684		AFLAC	WELLNESS NOVEMBER 2013	2361194 ...	-48.80
					AFLAC	WELLNESS NOVEMBER 2013	1016194 ...	-75.30
					AFLAC	WELLNESS NOVEMBER 2013	1041194 ...	-24.10
					AFLAC	WELLNESS NOVEMBER 2013	1051194 ...	-43.30
					AFLAC	WELLNESS NOVEMBER 2013	4868194 ...	-63.80
					AFLAC	WELLNESS NOVEMBER 2013	1012194 ...	-62.60
					AFLAC	WELLNESS NOVEMBER 2013	1030194 ...	-43.30
					AFLAC	WELLNESS NOVEMBER 2013	1022194 ...	-23.60
					AFLAC	WELLNESS NOVEMBER 2013	1042194 ...	-43.30
					AFLAC	WELLNESS NOVEMBER 2013	1041194 ...	-32.20
					AFLAC	WELLNESS NOVEMBER 2013	1022194 ...	-35.10
					AFLAC	WELLNESS NOVEMBER 2013	2531194 ...	-48.80
					AFLAC	WELLNESS NOVEMBER 2013	1042194 ...	-63.10
					AFLAC	WELLNESS NOVEMBER 2013	1030194 ...	-69.80
					AFLAC	WELLNESS NOVEMBER 2013	2531194 ...	-52.10
					AFLAC	WELLNESS NOVEMBER 2013	3332194 ...	-106.80
					AFLAC	WELLNESS NOVEMBER 2013	1069194 ...	-30.70
					AFLAC	WELLNESS NOVEMBER 2013	1069194 ...	-76.00
					AFLAC	WELLNESS NOVEMBER 2013	1051194 ...	-32.20
					AFLAC	WELLNESS NOVEMBER 2013	1011194 ...	-40.20
					AFLAC	WELLNESS NOVEMBER 2013	2531194 ...	-37.80

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TOTAL								-1,052.90
101723	11/21/13 08:33:13	11/21/13	81877	MENDOZA, LOUIS	MENDOZA, LOUIS	REIMBURSEMENT	1000101 ...	
101722	11/21/13 08:32:36	11/21/13	REIMBURSE...		MENDOZA, LOUIS	MENDOZA - IND EQUIP REIMBURSEMENT	3332197 ...	-41.04
TOTAL								-41.04
101730	11/22/13 13:54:47	11/22/13	81878	ARMSTRONG, MARTIN	ARMSTRONG, MA...	PAYROLL 10-31-13	1000101 ...	
101729	11/22/13 13:53:36	10/9/13	PAYROLL 10...		ARMSTRONG, MA...	PAYROLL 10-31-13	1000101 ...	-365.80
TOTAL								-365.80
101797	11/26/13 15:48:06	11/26/13	81879	AERIOCONNECT	AERIOCONNECT	INVOICE 692048	1000101 ...	
101767	11/26/13 13:18:32	11/1/13	692048		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - DE...	1018222 ...	-66.06
TOTAL								-66.06
101798	11/26/13 15:48:06	11/26/13	81880	AG ENT INC	AG ENT INC	INVOICE 13342	1000101 ...	
101770	11/26/13 13:21:42	11/16/13	13342		AG ENT INC	CASITAS PASS BF	2361221 ...	-155.00
TOTAL								-155.00
101799	11/26/13 15:48:07	11/26/13	81881	AGS REBUILDERS INC	AGS REBUILDERS...	INVOICE 134447	1000101 ...	
101771	11/26/13 13:22:26	11/1/13	134447		AGS REBUILDERS...	FORD TRACTOR	2531307 ...	-220.19
TOTAL								-220.19
101800	11/26/13 15:48:07	11/26/13	81882	ALL AROUND LANDSCAP...	ALL AROUND LAN...		1000101 ...	
101773	11/26/13 13:24:30	10/24/13	S1690371.001		ALL AROUND LAN...	PW SUPPLIES	3332308 ...	-0.96
101774	11/26/13 13:32:33	10/24/13	S1690376.001		ALL AROUND LAN...	row	3332220 ...	-126.29
TOTAL								-127.25
101801	11/26/13 15:48:07	11/26/13	81883	BENGAL ENGINEERING	BENGAL ENGINEE...		1000101 ...	
101758	11/26/13 10:03:16	10/9/13	2247		BENGAL ENGINEE...	RINCON TRAIL GRANT MEASURE A	2000261 ...	-2,250.00
101757	11/26/13 10:02:51	11/7/13	2261		BENGAL ENGINEE...	RINCON TRAIL GRANT MEASURE A	2000261 ...	-12,675.00
TOTAL								-14,925.00
101802	11/26/13 15:48:08	11/26/13	81884	BIG GREEN CLEANING C...	BIG GREEN CLEA...		1000101 ...	
101734	11/26/13 08:38:02	10/1/13	435344		BIG GREEN CLEA...	SEASIDE BUILDING	4865224 ...	-165.00
101765	11/26/13 13:11:15	10/4/13	435880		BIG GREEN CLEA...	BEACH TRASH CLEANUP	2862308 ...	-520.00
TOTAL								-685.00
101803	11/26/13 15:48:08	11/26/13	81885	BROWNSTEIN HYATT FAR...	BROWNSTEIN HYA...		1000101 ...	

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101738	11/26/13 08:47:10	11/14/13	548706		BROWNSTEIN HYA...	PROJ 1679 - BARTON MYERS	1000251 ...	-85.50
101745	11/26/13 09:50:25	11/14/13	548703		BROWNSTEIN HYA...	LITIGATION MATTERS	1017228 ...	-898.50
101746	11/26/13 09:51:06	11/14/13	548705		BROWNSTEIN HYA...	MHR SB MATTERS	1017223 ...	-85.50
101747	11/26/13 09:51:47	11/14/13	548695		BROWNSTEIN HYA...	CITY ATTORNEY RETAINER	1017220 ...	-10,000.00
101748	11/26/13 09:52:58	11/14/13	548696		BROWNSTEIN HYA...	CITY ATTORNEY OFF RETAINER	1017229 ...	-8,950.50
TOTAL								-20,020.00
101804	11/26/13 15:48:08	11/26/13	81886		BUENA TOOL COMPANY	C2590	1000101 ...	
101775	11/26/13 13:33:13	11/7/13	81703		BUENA TOOL COM...	SHOP SUPPLIES	2531308 ...	-138.29
TOTAL								-138.29
101805	11/26/13 15:48:09	11/26/13	81887		CACEO		1000101 ...	
101736	11/26/13 08:45:45	10/29/13	6572750		CACEO	CACEO TRAINING REGISTRATION & RE...	1016228 ...	-100.00
101737	11/26/13 08:46:13	10/29/13	6572751		CACEO	CACEO TRAINING REGISTRATION & RE...	1016228 ...	-100.00
TOTAL								-200.00
101806	11/26/13 15:48:09	11/26/13	81888		CHANNEL ISLANDS DO IT...	10001	1000101 ...	
101727	11/21/13 10:33:40	10/31/13	OCT 2013 BL...		CHANNEL ISLAND...	TOWERS	2862308 ...	-72.85
					CHANNEL ISLAND...	STREETS	2531307 ...	-15.53
					CHANNEL ISLAND...	BOUYS	2862308 ...	-7.57
					CHANNEL ISLAND...	POOL	4866350 ...	-64.75
					CHANNEL ISLAND...	PARKS	2361221 ...	-17.49
					CHANNEL ISLAND...	PARKS	2361221 ...	-0.30
					CHANNEL ISLAND...	VETS HALL	4865221 ...	-49.81
					CHANNEL ISLAND...	PARKS	2361221 ...	-1.95
					CHANNEL ISLAND...	POOL	4866308 ...	-16.52
					CHANNEL ISLAND...	PARKS	2361221 ...	-7.28
					CHANNEL ISLAND...	POOL	4866308 ...	-5.81
					CHANNEL ISLAND...	POOL	4866308 ...	-5.84
					CHANNEL ISLAND...	POOL	4866308 ...	-10.67
					CHANNEL ISLAND...	STREETS	2531308 ...	-34.01
TOTAL								-310.38
101807	11/26/13 15:48:10	11/26/13	81889		CHEVRON & TEXACO BU...	789-819-058-7	1000101 ...	
101749	11/26/13 09:53:59	11/22/13	39709230		CHEVRON & TEXA...	VEHICLE FUEL	1013307 ...	-349.95
					CHEVRON & TEXA...	VEHICLE FUEL	3332307 ...	-414.13
					CHEVRON & TEXA...	VEHICLE FUEL	2361307 ...	-174.75
					CHEVRON & TEXA...	VEHICLE FUEL	2531307 ...	-53.55
TOTAL								-992.38
101808	11/26/13 15:48:10	11/26/13	81890		COASTAL VIEW NEWS	INVOICE 42211	1000101 ...	
101740	11/26/13 08:49:23	11/21/13	42211		COASTAL VIEW N...	PET ADS	1047303 ...	-40.00
TOTAL								-40.00

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101809	11/26/13 15:48:10	11/26/13	81891	COUNCIL ON ALCOHOLIS...	COUNCIL ON ALC...	INVOICE 103113CALGRIP	1000101 ...	
101760	11/26/13 13:05:34	11/21/13	103113CALG...		COUNCIL ON ALC...	CALGRIP GRANT	2000261 ...	-13,983.09
TOTAL								-13,983.09
101810	11/26/13 15:48:10	11/26/13	81892	DIAMOND A EQUIPMENT	DIAMOND A EQUIP...	INVOICE IX44744	1000101 ...	
101777	11/26/13 13:35:03	11/5/13	IX44744		DIAMOND A EQUIP...	PW SUPPLIES	2531308 ...	-234.49
TOTAL								-234.49
101811	11/26/13 15:48:11	11/26/13	81893	DIG DESIGN IT GREEN	DIG DESIGN IT GR...		1000101 ...	
101743	11/26/13 09:47:06	10/25/13	25		DIG DESIGN IT GR...	RINCON TRAIL GRANT	2000261 ...	-2,827.50
101741	11/26/13 08:50:04	10/31/13	23		DIG DESIGN IT GR...	COMMUNITY POOL ENHANCEMENT	3100243 ...	-385.00
TOTAL								-3,212.50
101812	11/26/13 15:48:11	11/26/13	81894	DISCOUNT PLAYGROUND...	DISCOUNT PLAYG...	INVOICE #156915	1000101 ...	
101728	11/21/13 11:11:28	10/9/13	156915		DISCOUNT PLAYG...	PARKS EQUIPMENT	2361221 ...	-149.95
TOTAL								-149.95
101813	11/26/13 15:48:11	11/26/13	81895	EASY LIFT TRANSPORTA...	EASY LIFT TRANS...	INVOICE 5993	1000101 ...	
101778	11/26/13 13:35:32	11/1/13	5993		EASY LIFT TRANS...	CLAIM PER CONTRACT FOR NOVEMBER	2734221 ...	-1,000.00
TOTAL								-1,000.00
101814	11/26/13 15:48:12	11/26/13	81896	EDD-SDI	EDD-SDI	ACCT #776-5147-9	1000101 ...	
101791	11/26/13 15:41:44	11/26/13	PAYROLL 11...		EDD-SDI	PAYROLL 11-27-13	1000223 ...	-687.43
TOTAL								-687.43
101815	11/26/13 15:48:12	11/26/13	81897	EDD-SIT	EDD-SIT	ACCT #932-0283-6	1000101 ...	
101792	11/26/13 15:42:12	11/26/13	PAYROLL 11...		EDD-SIT	PAYROLL 11-27-13	1000221 ...	-3,753.43
TOTAL								-3,753.43
101816	11/26/13 15:48:12	11/26/13	81898	GRAINGER	GRAINGER	ACCT #9256554339	1000101 ...	
101779	11/26/13 13:36:08	10/17/13	9271919491		GRAINGER	PW SHOP BALLAST	1013224 ...	-136.68
TOTAL								-136.68
101817	11/26/13 15:48:12	11/26/13	81899	HOFFMAN, VALERIE	HOFFMAN, VALERIE	PROJECT 5438 REFUND	1000101 ...	
101725	11/21/13 10:21:46	11/21/13	PROJ 5438 ...		HOFFMAN, VALERIE	PROJ 5438 REFUND	1000251 ...	-158.87
TOTAL								-158.87

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101818	11/26/13 15:48:13	11/26/13	81900	JEAKLE, JULIE	JEAKLE, JULIE	MEETING REIMBURSEMENT	1000101 ...	
101769	11/26/13 13:21:12	11/25/13	REIMBURSE...		JEAKLE, JULIE	TRAVEL REIMBURSEMENT	1045306 ...	-110.06
TOTAL								-110.06
101819	11/26/13 15:48:13	11/26/13	81901	KIMBALL MIDWEST	KIMBALL MIDWEST	INVOICE 3245012	1000101 ...	
101782	11/26/13 13:37:52	10/29/13	3245012		KIMBALL MIDWEST	PW SHOP SUPPLIES	2531308 ...	-82.57
TOTAL								-82.57
101820	11/26/13 15:48:13	11/26/13	81902	MAC MANUFACTURING L...	MAC MANUFACTU...	INVOICE 1984	1000101 ...	
101731	11/26/13 08:36:41	10/14/13	1984		MAC MANUFACTU...	POOL LIGHTS	4866308 ...	-420.00
TOTAL								-420.00
101821	11/26/13 15:48:14	11/26/13	81903	MCCORMIX CORP	MCCORMIX CORP	INVOICE 880626	1000101 ...	
101783	11/26/13 13:38:34	10/31/13	880626		MCCORMIX CORP	PUBLIC WORKS FUEL	3332307 ...	-93.30
TOTAL								-93.30
101822	11/26/13 15:48:14	11/26/13	81904	MNS ENGINEERS INC	MNS ENGINEERS I...		1000101 ...	
101751	11/26/13 09:55:52	11/15/13	63827		MNS ENGINEERS I...	DIF HWY INTERCHANGE	3100232 ...	-1,618.75
101752	11/26/13 09:57:14	11/15/13	63829		MNS ENGINEERS I...	DIF HWY INTERCHANGE	3179615 ...	-1,618.75
101753	11/26/13 09:58:39	11/15/13	63831		MNS ENGINEERS I...	MEASURE A GRANT 1	2000261 ...	-196.88
101754	11/26/13 09:59:15	11/15/13	63809-R1		MNS ENGINEERS I...	MEASURE A GRANT 1	2079271 ...	-196.87
101755	11/26/13 10:00:00	11/15/13	63817-R1		MNS ENGINEERS I...	SILVER SANDS MHP/ASH STREET	2779621 ...	-975.00
101759	11/26/13 10:25:03	11/15/13	63828		MNS ENGINEERS I...	PROJ 5007 - LAGUNITAS	1000251 ...	-585.00
101750	11/26/13 09:55:07	11/21/13	63826-R1		MNS ENGINEERS I...	GENERAL ENGINEERING SERVICES	2536226 ...	-3,090.00
TOTAL						PARKLAND ACQUISITION DIF	3100241 ...	-3,237.50
						PROJ 5289 - FIFTH STREET	1000251 ...	-780.00
								-12,298.75
101823	11/26/13 15:48:14	11/26/13	81905	PRAXAIR	PRAXAIR	INVOICE #47634328	1000101 ...	
101784	11/26/13 13:38:59	10/25/13	47634328		PRAXAIR	PW SUPPLIES	2531308 ...	-6.88
TOTAL								-6.88
101824	11/26/13 15:48:15	11/26/13	81906	PRECISION CONCRETE C...	PRECISION CONC...	INVOICE #CRP 111513-13	1000101 ...	
101785	11/26/13 13:39:44	11/15/13	CRP 111513-...		PRECISION CONC...	SIDEWALK HAZARD REMOVAL	3332225 ...	-3,225.52
TOTAL								-3,225.52
101825	11/26/13 15:48:15	11/26/13	81907	REAL GREEN GARDENING	REAL GREEN GAR...		1000101 ...	
101761	11/26/13 13:06:14	9/30/13	SEPT 2013 B...		REAL GREEN GAR...	PALM TO LINDEN TRAIL GRANT	2000261 ...	-600.00
					REAL GREEN GAR...	PARKS	2361306 ...	-540.00

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101762	11/26/13 13:08:07	9/30/13	001055		REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR... REAL GREEN GAR...	PARKS LIBRARY PARKS PARKS SEASIDE PARKS PARKS PROJ 4865 VETS HALL PARKS PROJ 4865 - LIBRARY LIBRARY	2361225 ... 1000251 ... 2861225 ... 2361225 ... 4865220 ... 2861225 ... 2861225 ... 1000251 ... 4865221 ... 2361306 ... 1000251 ... 4865309 ...	-540.00 -75.00 -450.00 -1,335.00 -180.00 -360.00 -450.00 -120.60 -59.40 -720.00 -94.47 -46.53 -5,571.00
TOTAL								
101826	11/26/13 15:48:15	11/26/13	81908		RISDON'S AUTO C...	INVOICE 34238	1000101 ...	
101786	11/26/13 13:40:58	10/11/13	34238		RISDON'S AUTO C...	CITY HALL VEHICLES	1013307 ...	-88.43 -88.43
TOTAL								
101827	11/26/13 15:48:15	11/26/13	81909		RJ THOMAS MFG. CO., INC.	INVOICE 00162876	1000101 ...	
101764	11/26/13 13:10:40	10/9/13	00162876		RJ THOMAS MFG. ... RJ THOMAS MFG. ... RJ THOMAS MFG. ... RJ THOMAS MFG. ...	STOCK FRANK LIN TRAIL GRANT PALM TO LINDEN TRAIL GRANT STOCK	2361221 ... 2000261 ... 2000261 ... 2361221 ...	-1,168.96 -2,952.00 -622.20 -622.20 -5,365.36
TOTAL								
101828	11/26/13 15:48:16	11/26/13	81910		ROBINSON, LAURA	PROJECT 5437 REFUND	1000101 ...	
101724	11/21/13 10:19:19	11/21/13	PROJ 5437 ...		ROBINSON, LAURA	PROJ 5437 REFUND	1000251 ...	-312.25 -312.25
TOTAL								
101829	11/26/13 15:48:16	11/26/13	81911		SANTA BARBARA COUNT...	14-108	1000101 ...	
101351	10/31/13 09:50:19	11/1/13	14-108		SANTA BARBARA ... SANTA BARBARA ... SANTA BARBARA ...	CONTRACT SERVICES CONTRACT SERVICES CONTRACT SERVICES	1021214 ... 1000150 ... 1121214 ...	-274,301.01 -8,333.33 -1,666.66 -284,301.00
TOTAL								
101830	11/26/13 15:48:16	11/26/13	81912		SEUI LOCAL 620	UNION DUES	1000101 ...	
101793	11/26/13 15:42:36	11/26/13	PAYROLL 11...		SEUI LOCAL 620	PAYROLL 11-27-13	1000229 ...	-146.19 -146.19
TOTAL								
101831	11/26/13 15:48:17	11/26/13	81913		SO CA EDISON	2-25-126-2002	1000101 ...	
101679	11/20/13 09:06:57	11/16/13	2-25-126-2002		SO CA EDISON	VIOLA FIELDS	2361313 ...	-45.33 -45.33
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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101832	11/26/13 15:48:17	11/26/13	81914	STATE HUMANE ASSOC ...	STATE HUMANE A...	2014 MEMBERSHIP DUES	1000101 ...	
101739	11/26/13 08:48:56	11/1/13	2014 MEMB...		STATE HUMANE A...	2014 MEMBERSHIP DUES	1022305 ...	-275.00
TOTAL								-275.00
101833	11/26/13 15:48:17	11/26/13	81915	T. ROWE PRICE	T. ROWE PRICE	ACCT #99020554000206142	1000101 ...	
101796	11/26/13 15:43:24	11/26/13	PAYROLL 11...		T. ROWE PRICE	PAYROLL 11-27-13 DEPOSIT - ANTHONY...	1000105 ...	-50.00
TOTAL								-50.00
101834	11/26/13 15:48:18	11/26/13	81916	THE BOTTOM LINE	THE BOTTOM LINE	INVOICE #7666	1000101 ...	
101756	11/26/13 10:02:20	11/21/13	7666		THE BOTTOM LINE	QUICKBOOKS SOFTWARE UPGRADE	1018224 ...	-6,902.40
TOTAL								-6,902.40
101835	11/26/13 15:48:18	11/26/13	81917	UNITED WAY OF SANTA B...	UNITED WAY OF S...	PAYROLL CONTRIBUTION	1000101 ...	
101794	11/26/13 15:42:51	11/26/13	PAYROLL 11...		UNITED WAY OF S...	PAYROLL 11-27-13	1000224 ...	-20.00
TOTAL								-20.00
101836	11/26/13 15:48:18	11/26/13	81918	VANTAGEPOINT TRANSF...	VANTAGEPOINT T...	PAYROLL DEPOSIT PLAN #303555	1000101 ...	
101795	11/26/13 15:43:09	11/26/13	PAYROLL 11...		VANTAGEPOINT T...	PAYROLL 11-27-13	1000105 ...	-814.86
TOTAL								-814.86
101837	11/26/13 15:48:18	11/26/13	81919	VERIZON WIRELESS	VERIZON WIRELESS	INVOICE #9714635445	1000101 ...	
101768	11/26/13 13:19:30	11/1/13	9714635445		VERIZON WIRELESS	CELL PHONE - BUILDING INSPECTOR	1042308 ...	-113.20
TOTAL								-113.20
101838	11/26/13 15:48:19	11/26/13	81920	WEST COAST ARBORIST I...	WEST COAST ARB...	INVOICE 92020	1000101 ...	
101789	11/26/13 13:42:46	11/1/13	92020		WEST COAST ARB...	TREE MAINTENANCE	2732220 ...	-2,999.52
TOTAL								-2,999.52
101839	11/26/13 15:48:19	11/26/13	81921	WISSING, ALICE	WISSING, ALICE	PC 11-04-13	1000101 ...	
101735	11/26/13 08:39:15	11/25/13	PC 11-04-13		WISSING, ALICE	PROJ 1681	1000251 ...	-68.75
TOTAL						MISCELLANEOUS PC MINUTES	1041225 ...	-68.75
								-137.50
101840	11/26/13 15:48:19	11/26/13	81922	ZEP SALES & SERVICE	ZEP SALES & SER...	INVOICE #9000547829	1000101 ...	
101763	11/26/13 13:08:37	9/27/13	9000547829		ZEP SALES & SER...	POOL SUPPLIES	4866308 ...	-566.18
TOTAL								-566.18

12:27 PM
12/02/13

CITY OF CARPINTERIA
Warrant Register
November 20 through December 2, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101841	11/26/13 15:51:27	11/26/13	81923	AFLAC	AFLAC	DECEMBER 2013 WELLNESS	1000101 ...	
101659	11/19/13 14:16:41	11/14/13	DEC 2012 W...			WELLNESS DECEMBER 2013	2361194 ...	-48.80
						WELLNESS DECEMBER 2013	1016194 ...	-75.30
						WELLNESS DECEMBER 2013	1041194 ...	-24.10
						WELLNESS DECEMBER 2013	1051194 ...	-43.30
						WELLNESS DECEMBER 2013	4868194 ...	-63.80
						WELLNESS DECEMBER 2013	1012194 ...	-62.60
						WELLNESS DECEMBER 2013	1030194 ...	-43.30
						WELLNESS DECEMBER 2013	1022194 ...	-23.60
						WELLNESS DECEMBER 2013	1042194 ...	-43.30
						WELLNESS DECEMBER 2013	1041194 ...	-32.20
						WELLNESS DECEMBER 2013	1022194 ...	-35.10
						WELLNESS DECEMBER 2013	2531194 ...	-48.80
						WELLNESS DECEMBER 2013	1042194 ...	-63.10
						WELLNESS DECEMBER 2013	1030194 ...	-69.80
						WELLNESS DECEMBER 2013	2531194 ...	-52.10
						WELLNESS DECEMBER 2013	3332194 ...	-106.80
						WELLNESS DECEMBER 2013	1069194 ...	-30.70
						WELLNESS DECEMBER 2013	1069194 ...	-76.00
						WELLNESS DECEMBER 2013	1051194 ...	-32.20
						WELLNESS DECEMBER 2013	1011194 ...	-40.20
						WELLNESS DECEMBER 2013	2531194 ...	-37.80
TOTAL								-1,052.90
101842	11/26/13 15:51:28	11/26/13	81924	ARTESIA SAWDUST PRO...	ARTESIA SAWDUS...	INVOICE 115462	1000101 ...	
101579	11/13/13 08:49:57	11/4/13	115462		ARTESIA SAWDUS...	PLAYGROUND CHIPS - FRANKLIN CREE...	2361221 ...	-3,740.40
TOTAL								-3,740.40
101843	11/26/13 15:51:28	11/26/13	81925	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 ...	
101590	11/13/13 09:11:04	11/6/13	3214316790		STAPLES ADVANT...	EMERGENCY SERVICES SUPPLIES	1045308 ...	-31.31
101593	11/13/13 09:13:02	11/6/13	3214316791		STAPLES ADVANT...	PW SUPPLIES	2531308 ...	-99.02
101594	11/13/13 09:14:38	11/6/13	3214316789		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 ...	-333.09
TOTAL								-463.42
101844	11/26/13 15:51:28	11/26/13	81926	STATEWIDE SAFETY & SI...	STATEWIDE SAFE...	INVOICE 6035/3	1000101 ...	
101787	11/26/13 13:41:43	11/4/13	6035/3		STATEWIDE SAFE...	SIGNAGE	2531308 ...	-313.63
TOTAL								-313.63
101845	11/26/13 15:51:29	11/26/13	81927	VENCO WESTERN INC	VENCO WESTERN ...		1000101 ...	
101682	11/20/13 09:09:30	11/13/13	0148097-IN		VENCO WESTERN ...	ROW	3332225 ...	-1,793.19
					VENCO WESTERN ...	CITY HALL	1013225 ...	-742.10
					VENCO WESTERN ...	PROJ 4865	1000251 ...	-221.26
					VENCO WESTERN ...	VETS HALL	4865220 ...	-108.66
					VENCO WESTERN ...	POOL	4866220 ...	-221.73
					VENCO WESTERN ...	ROW PARKING LOT	3323220 ...	-422.38

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12/02/13

CITY OF CARPINTERIA
Warrant Register
November 20 through December 2, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
101788	11/26/13 13:42:14	11/15/13	0148190-IN		VENCO WESTERN ...	PARKS	2361225 ...	-4,523.56
					VENCO WESTERN ...	ROW	3332225 ...	-1,793.19
					VENCO WESTERN ...	CITY HALL	1013225 ...	-742.10
					VENCO WESTERN ...	PROJ 4865	1000251 ...	-221.26
					VENCO WESTERN ...	VETS HALL	4865220 ...	-108.66
					VENCO WESTERN ...	POOL	4866220 ...	-221.73
					VENCO WESTERN ...	ROW PARKING LOT	3332220 ...	-422.38
					VENCO WESTERN ...	PARKS	2361225 ...	-4,523.56
TOTAL								-16,065.76
101848	11/26/13 15:55:13	11/26/13	81928	CLARK, AL	CLARK, AL	REPLACE STALE PAYROLL CHECK	1000101 ...	
101847	11/26/13 15:54:36	11/26/13	REPLACE P/...		CLARK, AL	PAYROLL 07-11-13	1000101 ...	-282.25
TOTAL								-282.25
101849	11/26/13 15:55:14	11/26/13	81929	THOMAS, BETH ANN	THOMAS, BETH ANN	REPLACE STALE PIR CHECK	1000101 ...	
101846	11/26/13 15:53:56	11/26/13	REPLACE P/...		THOMAS, BETH ANN	PAYROLL 06-13-13	1000101 ...	-68.98
TOTAL								-68.98
101864	12/02/13 09:14:35	12/2/13	81930	SOUTH COAST AQUATICS	SOUTH COAST AQ...	VENTURA COUNTY CUP ENTRY FEES	1000101 ...	
101863	12/02/13 09:14:04	12/2/13	ENTRY FEES		SOUTH COAST AQ...	VENTURA COUNTY CUP ENTRY FEES	4868308 ...	-525.00
TOTAL								-525.00
101866	12/02/13 11:41:43	12/2/13	81931	YOUNGS, MORGAN	YOUNGS, MORGAN	PAYROLL 11-28-13	1000101 ...	
101865	12/02/13 11:40:58	12/2/13	PAYROLL 11...		YOUNGS, MORGAN	PAYROLL 11-28-13	2862164 ...	-205.77
TOTAL								-205.77

\$487,074.50

STAFF REPORT
COUNCIL MEETING DATE:
December 9, 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.

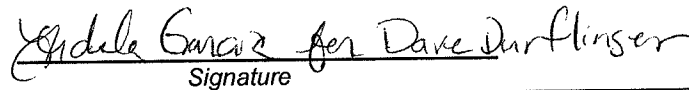
Report prepared by: Erin Maker, Environmental Coordinator
Department: Public Works

**Reviewed by
Public Works
Director:**


 Signature


 Signature

**Reviewed by
City Manager:**


 Signature

ACTION X **NON-ACTION**

STAFF RECOMMENDATION:

Recommendation: That the City Council approve and adopt Ordinance No. 665, as read by title only, replacing in its entirety Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management (second reading).

Sample Motion: I move to approve and adopt Ordinance No. 665, as read by title only, replacing in its entirety Chapter 8.08 of the Carpinteria Municipal Code, Integrated Waste Management (second reading).

I. BACKGROUND:

At its regular meeting of November 25, 2013, the City Council approved on first reading Ordinance No. 665, and continued the matter to December 9, 2013 for its second reading. Ordinance No. 665 replaces 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 proposed Ordinance establishes residential and commercial franchises, and covers aspects of franchise agreements, including bond requirements, indemnification and insurance. There are several significant changes incorporated into the draft Ordinance, which are described in greater detail below.

Commercial Recycling Required

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 sets 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

The Integrated Waste Management Ordinance sets recycling requirements of Construction and Demolition (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 are 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 has 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, the equivalent of 5 million metric tons of carbon dioxide (CO₂). 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	Diversion Requirements
8.08.610	Diversion 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 shall collect any Solid Waste from any Premises within the City except as provided for in this Chapter.
 - 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 Indemnitee 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 Indemnitee for any costs and expenses incurred by the Indemnitee(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 Indemnitee, 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 9th day of December, 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 9th day of December, 2013.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

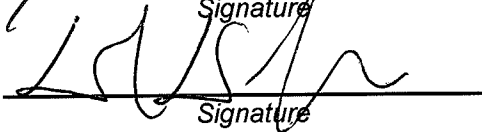
Peter Brown
City Attorney

STAFF REPORT
COUNCIL MEETING DATE:
December 9, 2013

ITEM FOR COUNCIL CONSIDERATION:

A Parking Lot Use Agreement between
the City of Carpinteria and Girls Incorporated of Carpinteria

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 approve the Parking Lot Use Agreement.

Sample Motion: I move to approve the Parking Lot Use Agreement between the City of Carpinteria and Girls Incorporated of Carpinteria and to authorize the City Manager to execute it. .

I. BACKGROUND

Girls Incorporated of Carpinteria (Girls Inc.) is located immediately adjacent to the City's El Carro Park. Girls Inc. and the City park each have parking lots that are connected and share the same driveway. Both Girls Inc. and the City have enjoyed a beneficial and informal relationship sharing their parking resources over the last several decades.

For example during sporting events at El Carro Park such as soccer or little league baseball, park visitors will fill the City owned El Carro Park lot first due to its proximity to the fields, then take advantage of available spaces on the Girls Inc. property. Likewise, when Girls Inc. is hosting a large event, the El Carro Park lot becomes the overflow lot to Girls Inc. parking. This undefined relationship between the parking lots has benefitted both parties many times over the years.

Recently, Howard School, a tenant of Girls Inc., has proposed an amendment to its CUP to increase its student body. In review of their request, City Planning Staff observed that Howard School was partially reliant on El Carro Park parking. The City and Girls Inc. have shared parking informally for years, but no written agreement has ever been prepared.

In its application to the City to amend its CUP to allow for the increase, Howard School submitted a traffic and parking study completed by ATE, a traffic engineering firm. Based on the study's findings due to the proposed increase in student count, Howard school dependence on City Park Parking would increase peak parking demand from 43 to 53, and consequently increase the parking dependence in the El Carro Park parking lot from 13 to 23 spaces, but only during short peak periods.

Howard School's request requires evidence it has sufficient parking resources. It is proposed by Staff that the City enter into a parking lot use agreement with Girls Inc. to formally allow both parties use of the two parking lots. This will also satisfy the City Planning Staff's requirement for evidence of adequate parking available for Howard School's use and accommodate their request for a CUP amendment.

Although not part of this application, Girls Inc. and other rental use of the site takes advantage of the City parking lot for their event and overflow parking. In particular, Girls Inc. rents to weekend and evening users who rent the gymnasium for parties, weddings and other social gatherings. On occasion, the whole of both parking lots is used by private users of the Girls Inc. site.

The El Carro parking lot is not lighted and the park is officially closed from thirty minutes after sunset to thirty minutes before sunrise. Night time use the closed city parking lot is possible when permitted as a special event pursuant to CMC 12.24.022. City Staff believes that a special event permit should be applied for when night time use is desired so additional logistics and safety measures can be considered. Consequently, the proposed agreement does not include provisions for the parking lot use when El Carro Park is closed.

II. FINANCIAL CONSIDERATIONS

There is no financial analysis included with this report.

III. LEGAL ISSUES

The City Attorney has review the proposed agreement and has approved it to form.

IV. OPTIONS

1. Approve the agreement as presented
2. Request staff renegotiate the agreement with new or amended terms as directed. .

V. ATTACHMENTS:

The Parking Lot Use Agreement between the City of Carpinteria and Girls Incorporated

JOINT USE PARKING LOT AGREEMENT

between

GIRLS INCORPORATED OF CARPINTERIA

and

CITY OF CARPINTERIA

THIS JOINT USE PARKING LOT AGREEMENT ("Agreement") is made and effective this ___ day of _____, 2014 by and between **Girls Incorporated of Carpinteria**, a California corporation ("**Girls Inc.**") and the **City of Carpinteria**, a municipal corporation ("**City**") (together "**Parties**"), with reference to the following facts:

- A. Girls Inc. is the owner of a parking lot located at 5315 Foothill Road, Carpinteria, California ("**Girls Inc. Parking Lot**") used to provide parking for employees, patrons, guests, and invitees of Girls Inc. and those of tenants of Girls Inc.; and
- B. City is the owner of a parking lot located at 5305 Foothill Road, Carpinteria, California ("**City Parking Lot**") (together the two parking lots are referred to herein as "**Parking Lots**") used to provide parking for visitors of North El Carro Park; and
- C. Both Girls Inc. and City require additional parking capacity during peak times of use such as during large events at Girls Inc. or during sporting events at North El Carro Park; and
- D. The Parties desire to enter into this Agreement for the benefit of patrons of Girls Inc., North El Carro Park, and generally, the entire community.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Use of Girls Inc. Parking Lot.** Girls Inc. shall make the Girls Inc. Parking Lot available for use by visitors of North El Carro Park, including, but not limited to, those using the park pursuant to a permit or approval of the City and those using the park for a special event, during those hours that the park is open to the public, which hours may change from time to time as determined by City. As of the effective date of this Agreement the park is open every day from thirty minutes before sunrise to thirty minutes after sunset.
- 2. **Use of City Parking Lot.** The City shall make the City Parking Lot available for use by all employees, guests, visitors, tenants, agents, and invitees (collectively "**Invitees**") of Girls Inc. during those hours that North El Carro Park is open to the public, which hours may change from time to time as determined by City. As of the

effective date of this Agreement the park is open every day from thirty minutes before sunrise to thirty minutes after sunset.

3. **Suitability of City Parking Lot.** City makes no representation as to the suitability of the City Parking Lot for use by Girls Inc. and its Invitees. The City Parking Lot is not equipped with night lighting and, pursuant to Carpinteria Municipal Code Section 12.24.021, is closed from thirty minutes after sunset to thirty minutes before sunrise each day.
4. **Use of Parking Lots.** The only right created by this Agreement is the right to use the Parking Lots for the parking of vehicles of the type typically used for transportation. This Agreement does not create a right to use the Parking Lots for any other purposes, including, but not limited to, parking heavy-duty vehicles such as trucks and construction equipment, storage, or holding special events. This Agreement does not permit parking on any unpaved areas of the Parking Lots. Notwithstanding the foregoing, this Agreement does not alter the rights of either Party to use the Parking Lot owned by that Party for any lawful uses. Any use of the Parking Lots pursuant to this Agreement must comply with all applicable Federal, State, and local laws and regulations.
5. **Special Uses.** Girls Inc. and its Invitees may not use the City Parking Lot during hours or for uses not permitted by this Agreement, provided that Girls Inc. may apply for a Special Event Permit pursuant to Carpinteria Municipal Code Section 12.24.022 for such uses. Girls Inc. acknowledges that Special Event Permits are reviewed on a case by case basis by the City and approval is not guaranteed.
6. **Right of Entry and Removal.** City reserves the right to enter upon the City Parking Lot and remove any vehicles parked in violation of the terms of this Agreement without notice or opportunity to cure.
7. **No Maintenance Obligations.** This Agreement shall establish no obligations with respect to repair or maintenance of the Parking Lots.
8. **Indemnification of City.** To the fullest extent permitted by law, Girls Inc. shall indemnify, defend and hold harmless the City, its officers, elected officials, agents, and employees from and against any and all claims, settlements, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, whether in contract or tort ("**Claims**"), including, but not limited to, Claims arising out of personal injury, death, or property damage, regardless of whether the Claims are false, fraudulent, or groundless, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the use of the City Parking Lot by Girls Inc. and its Invitees, except for Claims arising from the City's sole negligence or willful

misconduct. Girls Inc.'s obligations under this paragraph include, but are not limited to, any Claims brought by, or on behalf of, any of its Invitees.

9. **Indemnification of Girls. Inc.** To the fullest extent permitted by law, City shall indemnify, defend and hold harmless Girls Inc., its officers, agents, and employees from and against any and all Claims, including, but not limited to, Claims arising out of personal injury, death, or property damage, regardless of whether the Claims are false, fraudulent, or groundless where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the use of the Girls Inc. Parking Lot by visitors to North El Carro Park, except for Claims arising from Girls Inc.'s sole negligence or willful misconduct.
10. **No Attorney's Fees.** In any action between the Parties for any relief, declaratory or otherwise, arising under this Agreement, the Parties shall bear their own attorney's fees.
11. **Insurance.** Without limiting Girls Inc.'s indemnity of City, Girls Inc. shall maintain for the duration of this Agreement Commercial General Liability Insurance with coverage at least as broad as Insurance Services form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability. Girls Inc. agrees to have its insurer endorse the coverage to include as additional insureds City, its officials, employees and agents. Girls Inc. shall provide proof to the City that it has been added as an insured party in a form determined sufficient by the City. Such insurance shall cover Claims made by any person using the Girls Inc. Parking Lot or the City Parking Lot, including, without limitation, Invitees of Girls Inc.
12. **No Partnership.** The Parties hereby agree that their relationship shall be that of joint users of the property identified for such use, and in no event shall this Agreement be construed as creating a legal partnership, employment or agency/principal relationship.
13. **No Right, Title, or Interest.** This Agreement does not create a right, title, or interest for either Party in the property owned by the other Party.
14. **Entire Agreement and Modifications.** This Agreement represents the entire and integrated Agreement between Girls Inc. and City. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Any modifications to the terms and conditions of this Agreement shall be effective only when agreed to in writing by both the Girls Inc. and the City.

15. **Governing Law and Venue.** This Agreement is made under the Constitution and laws of the State of California and is to be so construed. Exclusive venue for any action involving this Agreement will be in Santa Barbara County.
16. **Waiver.** Waiver of any provision of this Agreement shall not be deemed to constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.
17. **Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
18. **Termination.** This Agreement may be terminated by either Party at any time for any reason or no reason with 45 days prior written notification to the other Party.
19. **Successors and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. Neither Party may assign any right or obligation hereunder without the written consent of the other Party which may be denied in such Party's non-arbitrary but otherwise sole discretion. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than Girls Inc. and the City. All duties and responsibilities under this Agreement shall be the sole and exclusive benefit and burden of Girls Inc. and the City.
20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
21. **Public Benefit.** This Agreement is intended to promote a public benefit. This Agreement shall not be construed as a private contract for a public service.
22. **Notices.** Notices hereunder shall be sufficient if delivered to:

City of Carpinteria
Director of Parks and Recreation
5775 Carpinteria Avenue
Carpinteria, CA 93013

Girls Incorporated of Carpinteria
Director
5315 Foothill Road
Carpinteria, CA 93013

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

"GIRLS INC."
Girls Incorporated of Carpinteria

By: _____
David Durflinger, City Manager

By: _____

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Peter Brown, City Attorney

STAFF REPORT
COUNCIL MEETING DATE:
December 9, 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 Durlinger

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. This option may not be achievable prior to the December 30th expiration of the Purchase and Sale Agreement for the property and therefore this could lead to the offer to sell being withdrawn.

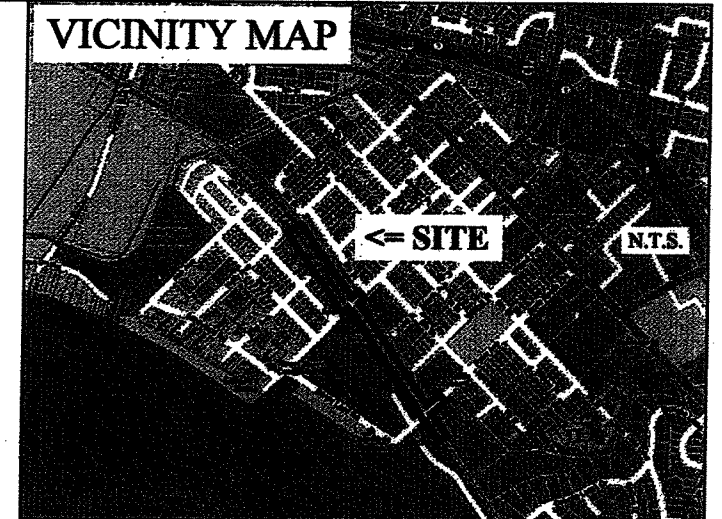
V. ATTACHMENTS:

Attachment A Reduced copy of Tentative Parcel Map 25,192

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.

VICINITY MAP



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



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).

- County of Santa Barbara: An easement for highway purposes per Instrument No. 5072, Recorded July 19, 1934 in Book 309, Page 489 Official Records.
- 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.

Fec: _____

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

By: _____
Deputy

Community Development Director's Statement

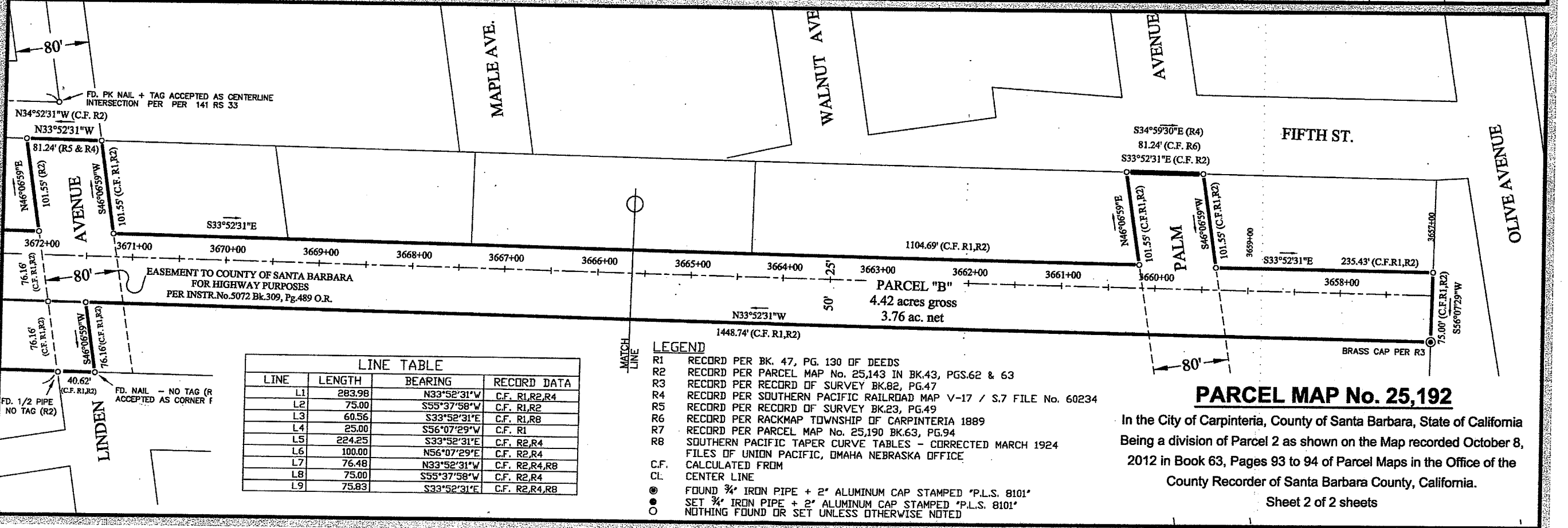
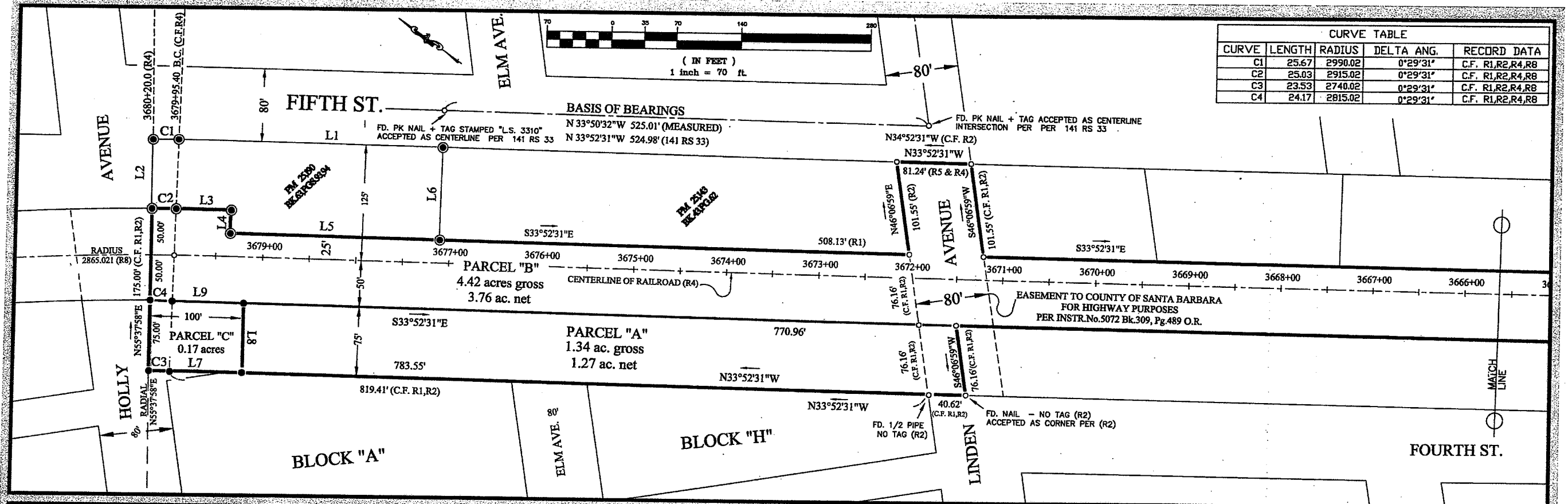
I hereby state that I have examined this parcel map and have determined that it substantially conforms to the tentative map as approved by the City Council of the City of Carpinteria on _____, and to the conditions as imposed thereon.

Jackie Campbell, Community Development Director

Date _____

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA ANG.	RECORD DATA
C1	25.67	2990.02	0°29'31"	C.F. R1,R2,R4,R8
C2	25.03	2915.02	0°29'31"	C.F. R1,R2,R4,R8
C3	23.53	2740.02	0°29'31"	C.F. R1,R2,R4,R8
C4	24.17	2815.02	0°29'31"	C.F. R1,R2,R4,R8



LINE TABLE			
LINE	LENGTH	BEARING	RECORD DATA
L1	283.98	N33°52'31"W	C.F. R1,R2,R4
L2	75.00	S55°37'58"W	C.F. R1,R2
L3	60.56	S33°52'31"E	C.F. R1,R8
L4	25.00	S56°07'29"W	C.F. R1
L5	224.25	S33°52'31"E	C.F. R2,R4
L6	100.00	N56°07'29"E	C.F. R2,R4
L7	76.48	N33°52'31"W	C.F. R2,R4,R8
L8	75.00	S55°37'58"W	C.F. R2,R4
L9	75.83	S33°52'31"E	C.F. R2,R4,R8

- LEGEND**
- R1 RECORD PER BK. 47, PG. 130 OF DEEDS
 - R2 RECORD PER PARCEL MAP No. 25,143 IN BK.43, PGS.62 & 63
 - R3 RECORD PER RECORD OF SURVEY BK.82, PG.47
 - R4 RECORD PER SOUTHERN PACIFIC RAILROAD MAP V-17 / S.7 FILE No. 60234
 - R5 RECORD PER RECORD OF SURVEY BK.23, PG.49
 - R6 RECORD PER RACKMAP TOWNSHIP OF CARPINTERIA 1889
 - R7 RECORD PER PARCEL MAP No. 25,190 BK.63, PG.94
 - R8 SOUTHERN PACIFIC TAPER CURVE TABLES - CORRECTED MARCH 1924
 - FILES OF UNION PACIFIC, OMAHA NEBRASKA OFFICE
 - CL CALCULATED FROM CENTER LINE
 - FOUND 3/4" IRON PIPE + 2" ALUMINUM CAP STAMPED "P.L.S. 8101"
 - SET 3/4" IRON PIPE + 2" ALUMINUM CAP STAMPED "P.L.S. 8101"
 - NOTHING FOUND OR SET UNLESS OTHERWISE NOTED

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.

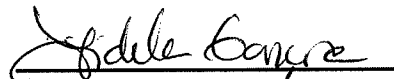
Sheet 2 of 2 sheets

STAFF REPORT
COUNCIL MEETING DATE
December 9, 2013

ITEM FOR COUNCIL CONSIDERATION

Consideration of making an Appointment to Fill the Existing Vacancy of the Mobile Home Park Rent Stabilization Board

Report prepared by: Fidela Garcia, City Clerk


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

STAFF RECOMMENDATION

Action Item X; Non-Action Item

Recommendation: That the City Council make an appointment to fill the existing vacancy on the Mobile Home Park Rent Stabilization Board, by resolution, as deemed appropriate.

Motion: I move to adopt Resolution No. 5494, as read by title only, approving the appointment as discussed to the Mobile Home Park Rent Stabilization Board.

I. BACKGROUND

The Mobile Home Park Rent Stabilization Board (MHPRSB) is comprised of five members from the community at-large. On February 11, 2013, the City Council made its bi-annual appointments to the various boards, committees and commissions. At that time, Tom McBride and John Litsinger were reappointed and Catherin Overman and Danel Trevor were newly appointed. This left one position remaining vacant. Staff has continued with recruitment efforts to generate interest in applying for the vacancy, which has resulted in two additional applications being submitted for consideration. The two applications have been received and are attached for Council's consideration. The

procedure followed by the City Council is for the Mayor to nominate a candidate and seek consent by majority approval via the resolution of the Council.

II. DISCUSSION

The MHPRSB administers the City's rent stabilization ordinance (CMC 5.69) for the City's mobile home parks. The Board's membership consists of five members from the community at large. The board is empowered to approve, set and adjust the rent schedule and maximum rents for mobile home tenancies within the City.

Currently, one vacant position exists with the qualification that the member must be from the community at large. The City has received two applications, one from Catherine Decker, and the other from Robert Franco. The applications are attached for Council's review and consideration.

III. LEGAL ISSUES

As per the Carpinteria Municipal Code, Commission, Board, and Committee members serve at the pleasure of the City Council and shall be appointed by the Mayor with the advice and consent of the City Council.

IV. Persons Expected

None.

V. ATTACHMENT

- A. MHPRSB Applications
- B. Resolution No. 5494

Attachment A



**CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT
TO A CITY BOARD, COMMISSION OR
COMMITTEE**

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED

NOV 13 2013

BOARD, COMMISSION OR COMMITTEE APPLIED FOR:

Mobile Home Park Rent Stabilization Board

CITY OF CARPINTERIA

APPLICANT:

Robert Franco

Name

Address

Email

Business Address

Phone Number(s)

Are you a resident of the City of Carpinteria?

Yes

EXPERIENCE/ BACKGROUND:

Carpinteria High School / SB City College

Education

Retired

Present Occupation

(Please describe any relevant past work experience)

None

Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if necessary):

Active interest in Mobile Homes and their Environment.
Also, Considering purchasing Mobile Home in the
Near Future

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on:

Planning Commission 1985-1986

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position. This application is a public document and is available for review.

THIS APPLICATION MUST BE SIGNED IN INK AND DATED

Signature

Date



**CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT
TO A CITY BOARD, COMMISSION OR
COMMITTEE**

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED

JUL 11, 2013

BOARD, COMMISSION OR COMMITTEE APPLIED FOR:

CITY OF CARPINTERIA

Rent Stabilization

APPLICANT:

Catherine Decker

Name

Address

Email

Business Address

Phone Number(s)

Are you a resident of the City of Carpinteria?

yes

EXPERIENCE/ BACKGROUND:

MRS. - AA

Education

retired

Present Occupation

(Please describe any relevant past work experience)

none

Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if necessary):

Currently living in resident owned yard - live, lived in non-resident owned yard -

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on:

none

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position. This application is a public document and is available for review.

THIS APPLICATION MUST BE SIGNED IN INK AND DATED

C. A. Decker 7-11-13

Attachment B

RESOLUTION NO. 5494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
APPOINTING A MEMBER TO THE CARPINTERIA
MOBILE HOME PARK RENT STABILIZATION BOARD FOR
THE TERM ENDING JANUARY 31, 2015

WHEREAS, under the provisions of Carpinteria Municipal Code Chapter 5.69 a Mobile Home Park Rent Stabilization Board, composed of five members, exists to approve, set and adjust the rent schedule and maximum rents for mobile home tenancies in the City in accordance with Chapter 5.69; and

WHEREAS, pursuant to Municipal Code Section 2.24.010, the terms of all appointed commissions and boards expire on January 31, 2015, and therefore all such positions are vacant subject to certain exceptions; and

WHEREAS, pursuant to California Government Code Section 54970 et seq., all vacancies on appointed boards and commissions have been duly advertised and all interested persons have been invited to indicate their interest in serving; and

WHEREAS, the City Council has reviewed and considered all persons who have indicated an interest in serving and the Mayor has recommended that a certain person be appointed to the Board.

NOW, THEREFORE, the Carpinteria City Council hereby resolves that the following appointment be approved and confirmed effective December 9, 2013, and that such appointment is to continue in effect at the pleasure of the City Council for the two-year term ending January 31, 2015.

APPOINTED TO THE MOBILE HOME PARK RENT
STABILIZATION BOARD:

1. _____
2. _____
3. _____
4. _____
5. _____

RESOLVED FURTHER THAT any appointed Boardmember who fails to attend two consecutive regular meetings of the Board without excuse acceptable to the City Council shall be deemed to have resigned from said Board and the position declared vacant.

PASSED, APPROVED AND ADOPTED this 9th day of December 2013,
by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ATTEST: _____
Mayor

City Clerk

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 9th day of December 2013.

City Clerk

APPROVED AS TO FORM:

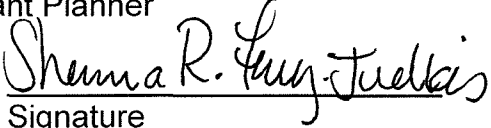
City Attorney

STAFF REPORT
COUNCIL MEETING DATE
December 9, 2013

ITEM FOR COUNCIL CONSIDERATION

Appointments to the Community Development Block Grant Committee

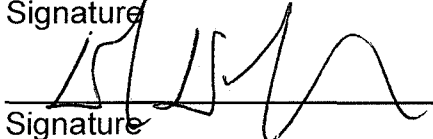
Report prepared by: Shanna R. Farley-Judkins, Assistant Planner
Community Development Department


Signature

Reviewed by: Jackie Campbell, Director
Community Development Department


Signature

Reviewed by: Dave Durlinger, City Manager


Signature

ACTION ITEM X ; NON-ACTION ITEM

STAFF RECOMMENDATION:

Reappoint Lisa Guravitz and Commissioner Jane Benefield and appoint Michelle Robertson to the Community Development Block Grant Committee

Sample Motion: I move to reappoint Lisa Guravitz and Planning Commissioner Jane Benefield and to appoint Michelle Robertson to the Community Development Block Grant Committee for a three-year term commencing December 10, 2013.

II. BACKGROUND

In July 2006, the City entered into a Cooperation Agreement with the County of Santa Barbara to participate in the Urban County Partnership as it relates to Community Development Block Grant (CDBG) funds. In December 2006, the City Council approved

the formation of a Community Development Block Grant committee to assist the Council in awarding CDBG monies.

The committee includes two members of the public-at-large and one member of the Planning Commission. Committee members serve three-year terms and advise the Council on how to award Community Development Block Grant funds to social service groups providing services in the Carpinteria area. We are at the end of our most recent three-year Committee member terms and therefore the Council must either reappoint members or appoint new members for the following term.

In the prior term, Jane Benefield served as the member of Planning Commission and Lisa Guravitz and Peter Brown, two local residents, served as members of the public at large on the committee.

III. DISCUSSION

The Committee meets one or two times per year to review grant applications submitted by various human services providers in the area. The Committee recommends allocation of the CDBG funds to the City Council who makes the final allocations of grant funds. Funds are administered through the County of Santa Barbara Housing and Community Development staff.

Public member Lisa Guravitz and Planning Commissioner Jane Benefield have offered to continue their service on the Committee for another three-year term. With the resignation of public member Peter Brown, one spot on the Committee became available in November 2013. Advertisements were placed in the Coastal View News to solicit a new member for the Committee. The application period closed on November 22, 2013 with one application received. Local resident Michelle Robertson submitted an application to serve as the third member of the Committee. Ms. Robertson's application is attached to this staff report for reference.

IV. ATTACHMENT

A. Michelle Robertson CDBG Committee Application

November 20,2013

To: City of Carpinteria

From: Michelle Robertson


Carpinteria, CA 93013

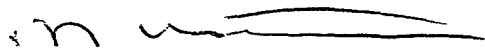
Re: Community Development Block Grant Committee

To Whom It May Concern:

Thank you for taking the time to review my application for a seat on the Community Development Block Grant Committee. I believe that my educational and employment qualifications have given me a strong background in the field of human services and my professional experiences have allowed me to put those qualifications into practice. In addition, I have been lucky enough to build strong connections in the community through professional collaborative's, taskforces, and committees that have allowed me to stay up to date in current research and identify changing trends within the field. My past connection to legislative policy development at both the local and state level give me a unique opportunity to relay that knowledge to our current and future human services partners. I would very much like to be a part of developing the lens in which our non-profits support the community.

I appreciate your effort in considering me for the position.

Cordially,



Michelle Robertson

Michelle Robertson

Home:

Cell:

Carpinteria, CA 93013

Email:

EDUCATION

Masters of Arts Human Development (Pending)

Human and Social Services

Pacific Oaks College, Pasadena, Ca

Bachelor of Arts

American Studies

California State University Long Beach, Long Beach CA

Associate Arts

Child Development

El Camino College, Torrance, CA

PROFESSIONAL EXPERIENCE

Santa Barbara Unified School District

AUGUST 2013 – PRESENT

PRESCHOOL COORDINATOR

Under the direction of the Assistant Superintendent of Elementary Instruction and in collaboration with elementary principals and community partners, the Preschool Coordinator is responsible for leading a comprehensive quality service plan for early childhood education district wide, organizing and implementing research-based standardized curriculum and parent education programs, assisting in the planning and implementation of additional community services in conjunction with community based organizations (CBO's), and assisting with the implementation of the research and evaluation design that monitors program effectiveness.

County of Santa Barbara

Human Services Commission

JULY 2013 – NOVEMBER 2013

CONSULTANT

Under the direction of the Executive Offices of the County of Santa Barbara, serve as interim staff for the Human Services Commission for the summer of 2013. Conduct mid-cycle grantee site visits, prepare reports for Commission review with suggestions for future funding cycle, and plan for and facilitate annual retreat for the Commission.

**Carpinteria Unified School District
Carpinteria Children's Project at Main
OCTOBER 2009 – JULY 2013**

EXECUTIVE DIRECTOR

Under the direction of the Executive Committee of THRIVE Carpinteria and the supervision of the Carpinteria Unified School District, the Executive Director is responsible for setting the tone of the project and ensuring that the agreed upon vision remains intact. The vision of the project is to provide a seamless support of services and opportunities for those entering our Cradle to Career Initiative. Duties include: Planning for developmentally-appropriate child learning activities that promote school readiness and link early childhood experiences to the K-12 system, facilitating the Family Strengthening component of the program by offering families of Carpinteria opportunities to strengthen skills and situations to establish a strong foundation of support for children in the school system, facilitating the Early Wellness component of the program by supervising the Health Services Nurse and strategies that address childhood obesity, early mental health, identification of developmental delays, and case-managed clients, providing structured programs and activities for the residents of the Carpinteria community that support systems change through education and information, acting as liaison to municipal and other public agencies and represent the project in the community, ensuring ongoing communication with collaborative partners to ensure community outcomes are being met, and seeking, applying for, and managing grants that support the programs sustainability.

**First 5 Santa Barbara County
Feb. 2006- Feb. 2010**

PRESCHOOL SPECIALIST/SCHOOL READINESS PROGRAM OFFICER

Under the direction the Executive Director of First 5, developed, implemented, coordinated, and supervised Countywide programs for educational and related services for young children and their families; provided professional-level support to the Executive Director and to the First 5 Children and Families Commission in its mission to promote, support, and improve the early development of children from the prenatal stage to five years of age; and performed related duties as required. Duties included: Planned, organized, and coordinated the Preschool for All Project and the School Readiness Initiative according to the goals and outcomes articulated in the Commission Strategic Plan; Drafted and implemented project guidelines and procedures for, but not limited to, the assigned programs and gathered input regarding project plans and operations and incorporated as appropriate from task force and contractors; Ensured proper evaluation of assigned programs; oversaw program compliance with First 5 and/or grant guidelines; tracked effectiveness of the program and made appropriate modifications within the limits of the specialist's authority; Represented and advocated for assigned programs, communicating the progress, successes, and challenges of the program to the Commission, its management and staff, funders, and the community; Planned and conducted complex technical studies and analyses that included research, collection, tabulation and evaluation of information; developed reports and recommendations for action based research and analysis; prepared written documentation, reports, and studies, including narrative and statistical/graphical information; Interviewed, selected, and trained staff; established performance standards, evaluated performance, and recommended

disciplinary action; Developed program budgets; monitored revenues and expenditures; researched and wrote grant applications and grant reports, and solicited in-kind donations; Reviewed, analyzed, and interpreted proposed and/or pending legislation to assess its impact on the assigned program area; Attended appropriate meetings, trainings, workshops, or conferences to stay abreast of current issues and trends related to assigned program; Provided technical assistance and coaching to service providers; facilitated collaboration of efforts by contractors and stakeholders; assisted agencies with program development, implementation, and evaluation; developed materials and coordinated training of community partners; Maintained cooperative relationships with community organizations, service providers, municipalities, and others; prepared and made presentations to the public and associated agencies to communicate program objectives and activities; Interacted with media; prepared and distributed informational program materials and press packets to media; served as program spokesperson; organized media events regarding program.

Key Projects:

- Workforce Development Project
 - UC Berkeley Study
 - Santa Barbara Scholarship Foundation Contract/Partnership
 - Leadership Cohort
 - Dual Enrollment/SBCC ECE Academy
 - Antioch University/UCSB BA degree development
 - UCSB Collaborative Forum
- School Readiness
 - Summer Transition Camps
 - Preschool Parent and Caregiver Expo
 - School Readiness Strategies Summit
 - Open-Court/Houghtin Mifflin Articulation Bridge Program
 - Five state contracts (Goleta, Guadalupe, Lompoc, Santa Barbara, Santa Maria-Bonita School Districts)
 - Carpinteria Main School Collaborative
- First 5 Santa Barbara Strategic Plan Development

Santa Barbara City College - Early Childhood Education Department
August 2008 – June 2009

ADJUNCT FACULTY

Primary duties of adjunct faculty members are to provide quality instruction, create and maintain an environment which emphasizes teaching and learning and encourages free discussion of ideas, interests and issues. Classes taught Fall 2008:

ECE 120 – Child Growth and Development:

Emphasizes the development of young children (birth through age 8) for the ECE student. Observations, multicultural influences, and theoretical ideas for educators are discussed.

ECE 128 – Childhood Observation and Assessment:

Explores theoretical aspects of observing and assessing the young child. Purpose of observations, advantages and disadvantages of various techniques, assessments and curriculum planning are covered.

District Attorney Office County of Ventura
May 2002- August 2004

VICTIM ADVOCATE III – Senior

Assisted victims of crime by providing a full range of services including assistance with restitution claims, crisis intervention, court support, case status updates, community referrals, community awareness and education, and victim interviews. Additional duties included: Supervised unit activities of one or more program areas (i.e., sexual assault, child abuse, domestic violence, etc.); Assisted the program director with grant proposals and preparation of unit budgetary recommendations; Assisted with special projects and programs relating to the victim assistance programs and prepares special reports and recommendations on unit operations or program development; Provided training for victim services staff, volunteers, and outside organizations and associations; Assisted with the design and production of informational fliers, brochures, and posters relating to the program; Provided crisis intervention and emergency assistance by making immediate assessment of needs and makes referrals to other community resources; Assisted with applications for State victim assistance compensation by obtaining necessary information and documents, filling out and processing necessary forms and following the case through payment of bills; coordinates with victims, service providers and the State Board of Control; Initiated and maintained case logs, documents case activities, maintains ledgers and other record keeping systems; Oriented victims to the criminal justice system by explaining procedures and status of criminal proceedings or cases; provides court support to victims; Acted as an advocate for victims to ensure their needs are addressed within the community and criminal justice system; confers with law enforcement officials and prosecutors on the status of cases; assists with the preparation of temporary restraining orders, reimbursement claims and other processes designed to assist and protect the rights of victims; Provided support to victims and family during interviews with law enforcement officers, attorneys and court personnel; explains criminal justice system and victim rights; Provided victims with follow-up contacts relating to case status/disposition information such as charges filed, status of criminal proceedings, terms and conditions of probation, parole hearings and release date; Administrative tasks such as compiling narrative and statistical data and summaries; Promoted the victim assistance program through community presentations; Performed outreach to identify victims eligible for assistance; evaluates needs and eligibility for State compensation; Participated on Countywide task forces, councils, and committees; Assisted with the preparation of grant statistics and periodic reports.

Additional Qualifications:

Experience and training in the following areas:

- Community relations and public speaking
- Program development, implementation, administration and management
- Training staff and volunteers
- Counseling & coaching
- Goal setting, strategy, and networking skills
- Grant writing, monitoring, and reporting
- Grant proposals, budgetary recommendations, community presentations, and training
- Crisis intervention, community referrals, orientation to the criminal justice system, case status updates, community presentations and court support
- Budget Planning & Development

- Process Improvement
- Strategic and Implementation Planning and Development

Conference Presentations

- Partnership for Excellence 2010 – Community Collaborative Panelist
- First 5 California 2008 Annual Statewide Conference- *Learning Together: 4 counties approaches to BA Cohort models*. Panel participant on UC Berkeley Study.-May 2008
- CAEYC 2008 – *What does it REALLY mean to be School Ready?* March 2008
- CAEYC 2007 – *Linking DRDP, Curriculum, and the Preschool Foundations*.
- Santa Barbara County Fifth Annual Child Development Conference (Santa Maria) – *Preschool for All in Santa Barbara County*- April 2006
- Santa Barbara County Sixth Annual Child Development Conference (Santa Maria) - *Science Curse: Finding Science Curriculum in the everyday*. April 2007
- Santa Barbara County School Readiness Strategies Summit – March 2008
- Early Childhood/Higher Education Workforce Summit – November 2006

Advisory Panels and Memberships (past and present)

- Santa Barbara City College Department of Early Childhood Studies Advisory Committee
- Child Care Planning Council Program Improvement Action Team – past Chair
- Santa Barbara County Child Abuse Prevention Council
- Santa Barbara County Preschool for All Task Force – Lead
- Child Care Planning Council Inclusive Child Care Action Team
- NAEYC member
- CCDAA - CA Child Development Administrators Association
- THRIVE Santa Barbara Strategic Plan Committee – Co-chair

STAFF REPORT
COUNCIL MEETING DATE:
December 9, 2013

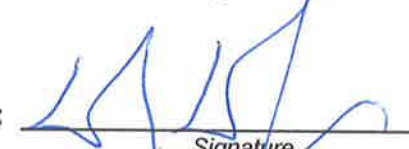
ITEMS FOR COUNCIL CONSIDERATION:

Ninth Street Pedestrian Bridge Replacement Project Update and Approval of Related Bridge Structure Purchase Agreement

Report prepared by: Matt Maechler, Civil Engineer
Department: Public Works


Signature

Reviewed by
Director of
Public Works: 
Signature

Reviewed by
City Manager: 
Signature

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

Recommendation: That the City Council authorize the City Manager to purchase the Bridge Structure for the Ninth Street Pedestrian Bridge Replacement Project.

Sample Motion: I move to authorize the City Manager to purchase the Bridge Structure for the Ninth Street Pedestrian Bridge Replacement Project.

I. BACKGROUND:

The Ninth Street Pedestrian Bridge improvement project is one of five City of Carpinteria grant applications funded in 2011. The project was allocated a total of \$105,000 in Measure A Safe Route to School Program funds.

As discussed in the Staff Report presented to City Council on August 12, the existing bridge was found to be much older than originally estimated and nearing the end of its useful life. The original rehabilitation project (estimated at \$210,000) would have extended the life of the bridge by only another 5-10 years before needing a complete replacement. In an effort to utilize City and Grant funds most efficiently, Public Works recommended that the scope of the project be changed to a bridge replacement with a preliminary engineer's estimate of \$240,000-290,000 and a lifespan of 40-50 years.

Since the start of the project development, it was found that the existing bridge deck had rotted out to the point that the bridge was not sound. Public Works closed the bridge on July 2, 2013 and sought temporary repairs to keep the bridge open until the full replacement could be constructed. On July 31, the bridge was reopened with the replacement bridge deck. Even with the new bridge deck, the bridge replacement is still required due to the overall age of the bridge, new ADA and bridge design requirements, and overall aesthetics.

The purpose of this agenda item is to seek council approval of a contract to purchase a prefabricated pedestrian bridge in an amount not to exceed \$72,600. In order to move forward with the plan set, a 10% deposit must be made to the bridge fabrication company. Per City Municipal Code, 2.08.150(B), the City Manager must receive City Council approval for any contracts exceeding \$30,000.

II. DISCUSSION:

The Ninth Street Pedestrian Bridge Replacement project is progressing through the Environmental Permitting and Architectural Review process. The Community Development Department has obtained the Coastal Development Permit for the project, while the Department of Public Works is working on the Department of Fish and Wildlife and Santa Barbara County Flood Control permitting requirements. The Department of Public Works is also in the process of utility coordination with Carpinteria Valley Water District (CVWD).



Figure 1
Mission Terrace Pedestrian Bridge over Franklin Channel

On July 11, 2013, the project went to the Architectural Review Board (ARB). The Department of Public Works proposed a similar bridge structure to that which was approved and installed by the Mission Terrace Project upstream along Franklin Channel (Figure 1). The 8-foot wide weathered steel bridge with low level pedestrian lighting was proposed to the ARB. The ARB generally made positive comments, made some minor suggestions and provided direction so that the project design could continue.

The City's engineer design consultant for the bridge replacement, Wallace Group, has provided the City with 30% preliminary design plans. In addition to comments received from ARB and CVWD, the design team at Wallace Group requires additional bridge information to move forward with 65% plans. The information required includes loading values that the bridge structure will be applying to their abutment designs. The Department of Public Works obtained bridge quotes from two different companies (Attachment A). Excel Bridge Manufacturing Co. provided the lowest quote and is recommended by Public Works to supply the bridge. Prior to providing the Department with the needed bridge loading information and data, Excel requires a 10% deposit check on the bridge structure. The requested authorization to purchase the bridge will allow Public Works to obtain the necessary information about the bridge to move forward with the design plans.

III. Policy:

The proposed project is included in the current City of Carpinteria Capital Improvement Program. At the Annual Work Plan meeting held on January 28, 2012, the Council directed the Department to

make the Ninth Street Pedestrian Bridge Replacement project a priority for Public Works capital projects.

General Plan/Local Coastal Plan

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.

The Ninth Street Pedestrian Bridge Replacement Project not only maintains part of the City's non-motorized transportation facility for an additional 40-50 years, but also improves the aesthetics of the area at the project location.

IV. Financial Considerations:

Excel has provided a quote for the bridge structure alone. Public Works Staff has included the Excel quote along with additional costs for lighting, mobilization and standard contingencies to determine an estimated bridge cost of \$72,600.

The total project design costs have been estimated to be \$86,650. The awarded Measure A Safe Routes to School grant will be used for the design and construction phases of this project. Additional funding will come from the City's legacy Measure D allocations as budgeted in the 2013-2014 City of Carpinteria Budget.

<u>Project Costs:</u>		<u>Project Funding:</u>	
Design Engineering	\$ 86,650	Measure A – SR2S Cycle 1:	\$105,000
Bridge Cost (Estimated ¹)	\$ 72,600	Measure D – Legacy Funds:	\$271,650
Construction (Estimated ¹)	\$197,400		
Staff Costs	\$ 20,000		
Total:	\$376,650	Total:	\$376,650

Based on recent project experience and anticipated level of effort to award this project to a construction contractor by the Spring of 2014, the proposed scope of work and contract fee/bridge cost amount is reasonable.

V. Attachments:

Attachment A: Bridge Quotes from Excel and Big R

¹ Preliminary Estimated Cost – The actual construction and bridge costs will be provided by the engineer based on the final project design prior to the authorization to list the project for bidding.

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ATTACHMENT A



BRIDGE QUOTE

www.excelbridge.com

Nationwide Service

(800) 548-0054

Fax (562) 944-4025

Date: November 5, 2013

Excel Quote # J3711

Total Pages: 3

ATTN: City of Carpinteria steve@oegsite.com 805-680-1586

RE: Carpinteria, CA "Wallace Group Bridge"

Excel Bridge Manufacturing offers you the following quote pricing and commitment to serve:

Weathered Steel Bridge

Quantity 1: **55' or 56' x 8'** Pratt truss tubular steel bridge. Delivered in 1 section complete & ready to set in place. No assembly required. Estimated lifting weight for the entire bridge is approximately 20,000 lbs.

F.O.B. Carpinteria, CA.....\$38,500.00

Above Pricing Excludes Any Applicable Taxes At Time Of Delivery.

Please note: *Excel Bridge reserves the right to utilize material sizes that may differ from those reflected in the plan documents, w/calculations verifying such material changes meet design load requirements per specs. *Excel Bridge is not responsible for any special inspections or weld testing unless specifically called out in this letter.

Time Lines: (Note: unexpected delays due to design issue clarifications not being addressed in a timely manner, or waiting for RFI's to be answered from others – is not included below.)

- 1) A minimum of **3 weeks** for preparation of design drawings.
- 2) Plus a number of weeks for you to approve drawings for fabrication.
- 3) Currently our typical timelines run approximately **14 weeks** for fabrication & delivery. However, these timelines can vary based on our back-log. Actual fabrication time will be known after we receive info on material procurement & final approval to fabricate.

Design & Fabrication provided by Excel Bridge:

It is our intention to provide bridge per specified loading requirements, and/or general details. However, for clarification, & because it's possible we don't have all applicable information, we want to point out the following assumptions. Changes to these assumptions may affect price:

- Basic bridge details: Finish – atmospheric corrosion resistant (Weathered) steel, Deck – nominal 2x6 Trex Composite (color-acorn or earth tone), Diagonals per panel - 1, Railing system - horizontal picket safety rails with <4" openings up to a minimum 48" with toe plate.
- Materials: High strength ASTM A500 and/or low alloy, atmospheric corrosion resistant ASTM A847 square and rectangular steel tubing, and/or ASTM A588, A242, A606 plate and shapes with maximum tensile strength of 50 ksi with corrosion index of 5.8. Splice bolts A325. Note, Excel is a qualified fracture critical fabricator, however, no fracture critical requirements appear to be specified, so these procedures will not be provided.



BRIDGE QUOTE

- Loads & codes include: Pedestrian load – 85 psf live load, Vehicle load – 10,000 lb./ H-5, AASHTO (1997 Guide Specifications for Pedestrian Bridges) design, AWS D1.1 welding FCAW or SMAW, Wind 35 psf as if enclosed, No stream load, Local charts used for snow and seismic loads.
- Height from bearing seat to top of abutment can vary per design.
- Excel provides the slide bearing system.

Responsibility of others:

- Any applicable sales taxes.
- All surveying, abutment design and construction –WARNING: do not construct abutment before confirming final step dimensions.
- Anchor bolts for the bearings.
- Unloading and erection.
- Fuel or material surcharges, local fees or inspections not listed in this quote.

Certifications:

- ✓ Welding will be per A.W.S. welding code D1.1-9, Chapter 10 Tubular Structures, E70 and E80 welding electrodes.
- ✓ Excel is certified (#1582) by the city of Los Angeles as a “High Strength Fabricator”.
- ✓ Excel is an AISC certified shop for these kinds of Simple Steel Bridges as well as “Major Complex Bridge” with the AISC Fracture Critical & “Sophisticated Paint” endorsement.

Delivery:

Excel will bring the bridge as close as possible to the job site with over-the-road trucks. The driver will leave the public road surface at his discretion, but is not obligated to do so. Excel reserves the right to cancel or reschedule any delivery to the owner or contractor without additional charge or charge back to Excel if the cause is from unforeseen circumstances out of our control. Examples: severe weather, trucking hold ups, terrorism, national security actions.

Terms & Conditions:

Excel Bridge requires a purchase order (P.O.) or signed letter of purchase before any action is taken. We require 10% deposit to cover engineering costs, 40% deposit due for purchase of materials upon approval for manufacturing, and final due within 30 days from the date the bridge is delivered (based on approved credit), or unless prior arrangements have been approved. Excel Bridge reserves the right to not accept lengthy contract agreements that are formatted for a sub-contractor. We are not a sub-contractor, but rather a “supplier” only and thus accept P.O.’s or signed quote letters. We reserve the right to not accept award if no agreement of terms is met. Excel Bridge will not accept responsibility for potential liquidated damages without written agreement prior to acceptance of order.



BRIDGE QUOTE

If the bridge cannot be delivered within 45 days after completion, an additional \$500 per month payment for stored finished materials will be required. No retentions allowed. Our bridge quote is valid for 30 days from issuance. Design illustrations, drawings, and photos from this project may be used in advertising by Excel Bridge Company to promote the "Design/Build" services we provide.

Good luck with your project, let us know if we can be of further assistance at this time!

Sincerely,

Jodi Seidl

Jodi Seidl, Bridge Sales

Toll Free (800) 548-0054 Direct (320) 762-1368

jodiseidl@excelbridge.com www.excelbridge.com

CONTRACT:

This letter is considered contractual. By signing, dating, and returning this letter, you are hereby agreeing to purchase the support structure(s) as outlined on page (1) one of this letter as well as to the terms also listed in this letter.

Excel Bridge Company will start design upon receipt of this letter but will not submit the drawings until receipt of the initial 10% progress payment. Fabrication will begin after final approval of shop drawings and upon receipt of the 40% progress payment due at that time.

Authorized Signature

Date



P.O. Box 1290
Greeley, Colorado
80632-1290
Phone. 970-356-9600
Toll Free. 800-234-0734
Fax. 970-356-9621
www.bigrbridge.com

Budget Estimate

Quotation Date: 11/22/2013
Bid Date: tbd
Expiration Date: 11/22/2014
Opportunity No.: 2013-02907

PROJECT: Carpinteria Pedestrian Bridge - Carpinteria, CA

Stephen Orosz
OROSZ ENGINEERING
PO BOX 1262
SANTA YNEZ, CA 93460
USA

Phone: (805) 688-7814
Email: steve@oegsite.com

Item	Description	Quantity	Unit Price	Total Price
1	Prefabricated steel truss pedestrian bridge superstructure with features as described below: Bridge Model: Truss - Underhung Length: 55 ft (out to out dimension) Width: 8 ft (clear between rails) Design Code: AASHTO LRFD Design Vehicle: _____ Live Load: 90 psf (LRFD) Number of Pieces: 1 (field bolting by others) Finish: Weathering - SP6 Clean Bridge Decking: Trex (shop-installed) Railing Type: Horizontal Rails - 4" Max Opening Railing Height: 54 INCHES Included Options: _____ Bearings: Bearing assemblies included. Preliminary Superstructure Weight: 14,100 lbs. Use this for description SIP deck forms: Deck forms are shop-installed ready to receive a field-poured reinforced concrete deck by others. Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of California. <u>Special Considerations:</u> _____	1 ea.	\$40,089.00 Includes Freight	\$40,089.00

Lead times for drawing submittals and final product delivery to be mutually agreed based on Customer requirements and Big R Bridge production capabilities at the time of order.

To ensure quality standards are followed, Big R Bridge holds the following certifications:



P.O. Box 1290
Greeley, Colorado
80632-1290
Phone. 970-356-9600
Toll Free. 800-234-0734
Fax. 970-356-9621
www.bigrbridge.com

-
- **In the United States we are certified under the AISC Quality Certification Program for Simple and Major Steel Bridges with Fracture Critical and Sophisticated Paint endorsements.**
 - **In Canada we are certified under the Canadian Welding Bureau (CWB) as being qualified under CSA Standard W47.1, Division 2.**

The following items are not included with this proposal:

- third-party inspection of bridge during fabrication,
- design, excavation and construction of bridge abutments,
- anchor bolt design, supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck (if applicable),
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax.

Prices are FOB: Big R - Greeley, CO with freight allowed to Carpinteria, California. Delivery will be to a common stockpile accessible by standard highway tractor-trailer, buyer to unload and assemble.

Not all bridges are created equal.
Take a look at the Big R quality difference.



It's like apples and oranges.

When you compare the quality of a Big R Bridge to our competitors', you'll see there really is no comparison at all. In our short ***Apples & Oranges*** video at big-on-quality.com we get up close and personal on some big differentiators.

Click to see  the difference.

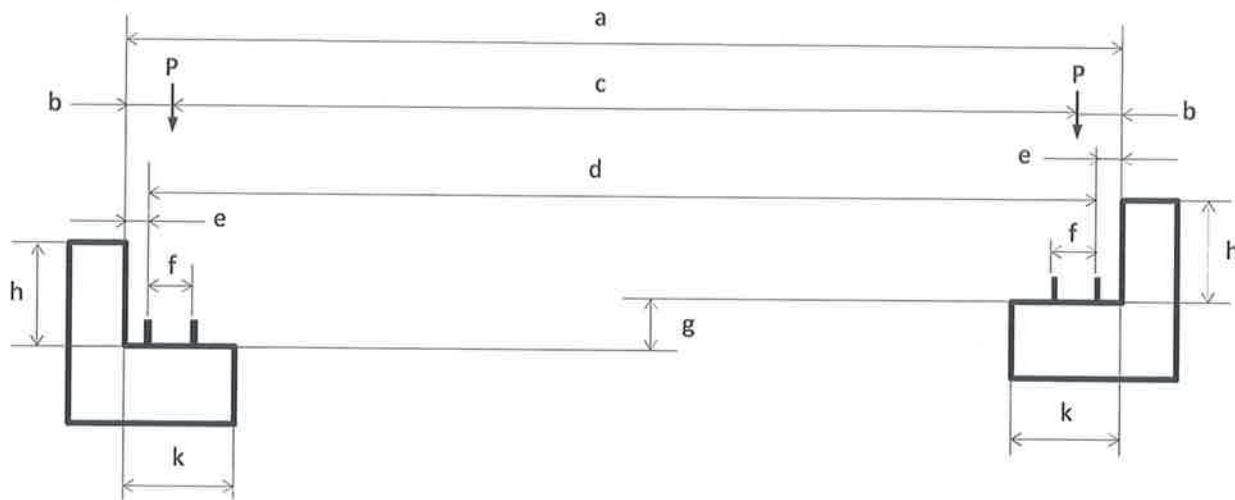
Check out our customer testimonials and learn more about the many benefits of working with Big R Bridge at:
big-on-quality.com



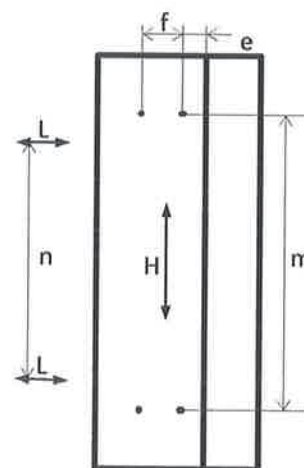
The Right Bridge. Built Right.

1-800-234-0734

	Project: Carpinteria Ped Bridge	By:
	Job No.: 13-02907	Date: 11/20/2013
	Subject: PRELIMINARY ANCHOR BOLT & ABUTMENT LAYOUT - NOT FOR CONSTRUCTION	Page: 1 of 1



Location	Dimensions	
a	55.1667 =	55 ft - 2 in
b	0.25 =	0 ft - 3 in
c	54.6667 =	54 ft - 8 in
d	54.5833 =	54 ft - 7 in
e	0.29167 =	0 ft - 3 1/2 in
f	0.5 =	0 ft - 6 in
g	0 =	0 ft - 0 in
h	1.33333 =	1 ft - 4 in
k	1.33333 =	1 ft - 4 in
m	9 =	9 ft - 0 in
n	8.3333 =	8 ft - 4 in



Bearing Reactions	P (lb)	H (lb)	L (lb)
Dead (D)	3600		
Pedestrian Live (L)	9900		
Snow (S)	0		
Vehicle A (VA)	4800		
Wind (W)	+/- 1600	4900	
Overturning (20 psf)	-3600		
*Seismic (E)		0	0
Thermal (35% of DL)			1300

"P": FOUR PER BRIDGE

"H": TWO PER BRIDGE (ONE PER ABUTMENT)

"L": FOUR PER BRIDGE

LIFTING WEIGHT DOES NOT INCLUDE WEIGHT OF CONCRETE

*Seismic Reactions are site specific and not calculated at this time. Contact Big R Engineering if required.

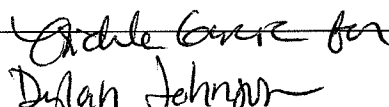
Total Lifting Weight of Bridge = 14100 lb
 Out to Out Length of Bridge = 55.042 = 55 ft - 1/2 in
 Out to Out Width of Bridge = 9.292 = 9 ft - 3 1/2 in

STAFF REPORT
CITY COUNCIL MEETING
December 9, 2013

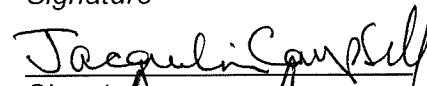
ITEM FOR COUNCIL CONSIDERATION

Resolution No. 5495, a Resolution of the City Council of the City of Carpinteria
Establishing a Policy with Regard to the Designation of Hearing Officers and
Rescinding Resolution No. 4744

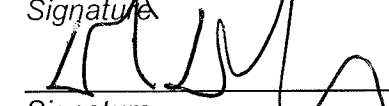
Report prepared by: Dylan Johnson
Deputy City Attorney


Signature

Reviewed by: Jackie Campbell, Director
Community Development Department


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ACTION ITEM X ; NON-ACTION ITEM

STAFF RECOMMENDATION:

Adopt attached Resolution No. 5495, a Resolution of the City Council of the City of Carpinteria Establishing a Policy with Regard to the Designation of Hearing Officers and Rescinding Resolution No. 4744.

Sample Motion: I move to:

Approve and adopt Resolution No. 5495, as read by title only, establishing a policy with regard to the designation of hearing officers and rescinding Resolution No. 4744.

I. BACKGROUND

On May 28, 2002 the City Council adopted Resolution No. 4744 establishing City policy with regard to the designation of hearing officers (Attachment B). Resolution No. 4744 provides that the City shall not utilize the same hearing officer more than once in any two-year period. This Resolution was adopted in the wake of the Supreme Court case *Haas v. County of San Bernardino* (2002) 27 Cal.4th 1017, wherein the Court

established new principles to guide agency procedures for designating administrative hearing officers.

The Court found that agencies must avoid the appearance and risk of actual bias on the part of their hearing officers and suggested a variety of methods by which an agency could avoid bias. One suggestion the Court made was to adopt a policy providing that hearing officers would not be employed more than once in a given period of time. The Court reasoned that such a policy would avoid scenarios where a hearing officer is motivated to issue decisions favorable to the agency in order to gain further employment. The Court also suggested other methods an agency might use to avoid bias and provided that any policy would be acceptable as long as it avoids the appearance and risk of actual bias.

At the time Resolution No. 4744 was adopted, the City typically designated hearing officers ad hoc as the need arose. In 2011 the City entered into a long-term contract with Revenue Experts, a company that provides, among other things, hearing officer services. Under the terms of the contract the City has no control over the designation of hearing officers or the compensation paid to them. The City pays Revenue Experts based on an hourly rate for the hearing time. The contract provides that Revenue Experts' hearing officers will not be compensated based on their rulings.

II. DISCUSSION

Since entering into the contract with Revenue Experts and amending the City's administrative procedures, staff has reconsidered the costs and benefits of Resolution No. 4744 and determined that an amendment to the policy is appropriate to allow the City a cost-effective method that complies with the rules set forth in *Haas*.

Resolution No. 5495 (Attachment A) provides the City two methods of designating hearing officers. First, the City may enter into a long-term contract with an entity like Revenue Experts that provides hearing officer services, or with an individual hearing officer, provided that compensation is not based on the disposition of the hearings. A hearing officer working under such a long-term contract will be assured payment and employment for future hearings regardless of whether s/he rules in the City's favor. The officer will have no incentive to rule for the City.

Second, the City may continue to designate hearing officers on an ad hoc basis, but when it does so it must not employ the same hearing officer more than once in a two-year period. Although currently all of the City's hearings are being conducted under the contract with Revenue Experts, the City may have need at some time in the future to employ an officer with particular experience in a certain area. This revised hearing officer policy gives the City more flexibility in designating hearing officers while adequately guarding against any appearance or risk of actual bias.

III. FINANCIAL

The adoption of Resolution No. 5495 will allow the City to employ hearing officers through long-term contracts. Such arrangements offer the City some cost savings compared to paying individual hearing officers per hearing.

IV. ALTERNATIVES

- The Council could direct staff to return with an amended hearing officer policy.
- The Council could take no action, leaving Resolution No. 4744 in force.

V. ATTACHMENTS

- A. Resolution No. 5495
- B. Resolution No. 4744

Attachment A
Resolution No. 5495

Administrative Hearing Officer Resolution

City Council Hearing
December 9, 2013

RESOLUTION NO. 5495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ESTABLISHING A POLICY WITH REGARD TO THE DESIGNATION OF HEARING OFFICERS AND RESCINDING RESOLUTION NO. 4744

WHEREAS, the City of Carpinteria utilizes hearing officers to preside over administrative hearings of the City concerning, among other matters, appeals of administrative citations and compliance orders; and

WHEREAS, the City wishes to avoid the appearance or actual risk that hearing officers conducting City hearings hold an impermissible bias; and

WHEREAS, the City Council on May 28, 2002, adopted Resolution No. 4744 requiring that the City not employ the same hearing officer more than once in any two-year period; and

WHEREAS, at the time Resolution No. 4744 was adopted, the City designated each hearing officer on an ad hoc basis as the need arose; and

WHEREAS, the City now primarily contracts with an entity providing hearing officer services, with the City exercising no control over the designation or compensation of individual hearing officers, although from time to time the City also may contract on an ad hoc basis with an individual hearing officer; and

WHEREAS, since the City no longer exercises any control over the choice of hearing officer in most matters, the City Council believes the policy established by Resolution No. 4744 is no longer necessary to effectively avoid the appearance or risk of bias in the utilization of hearing officers; and

WHEREAS, the City Council desires to rescind Resolution No. 4744 and adopt this Resolution revising its policy on the designation of hearing officers.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA
RESOLVES AS FOLLOWS:**

SECTION 1. City Council Resolution No. 4744 is hereby rescinded and shall no longer be of any force or effect.

SECTION 2. The City may employ hearing officers by two methods: (1) The City may enter into a long-term contract for hearing officer services with an entity providing such

services, or directly with an individual hearing officer, under which the City pays a fee for services to be rendered over the term of the contract provided that the fee is not based upon disposition of the hearings. In such case, an individual hearing officer may hear cases without limit as to number over the term of such contract; and (2) the City may designate a hearing officer on an ad hoc basis, in which case such hearing officer designated on an ad hoc basis shall not be eligible to hear more than one hearing within any two-year period. These two methods of designating hearing officers are not mutually exclusive and may be exercised concurrently.

PASSED AND ADOPTED by the City Council of the City of Carpinteria at a regular meeting held on the ninth day of December 2013, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the ninth day of December 2013.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney, City of Carpinteria

Attachment B
Resolution No. 4744

Hearing Officer Policy to be Rescinded

City Council Hearing
December 9, 2013

RESOLUTION NO. 4744

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
PROHIBITING A HEARING OFFICER FROM BEING ELIGIBLE TO SERVE AS A
HEARING OFFICER FOR A SUBSEQUENT HEARING FOR A PERIOD OF TWO
YEARS FOLLOWING COMMENCEMENT OF A HEARING FOR WHICH THE
HEARING OFFICER SERVED AS THE HEARING OFFICER**

WHEREAS, hearing officers are utilized by the City of Carpinteria from time to time in a number of different circumstances for a variety of purposes; and

WHEREAS, in order to avoid an impermissible appearance and risk of bias in favor of the City, the City Council has determined that no hearing officer utilized by the City to serve as a hearing officer shall be eligible to serve again as a hearing officer for a period of two (2) years after commencement of a hearing in which the hearing officer serves as a hearing officer.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA
RESOLVES AS FOLLOWS:**

SECTION 1. No hearing officer utilized by the City who has served as a hearing officer for a hearing shall be eligible to serve as a hearing officer for a hearing for a period of two years following commencement of a hearing for which the hearing officer served as the hearing officer.

PASSED AND ADOPTED by the City Council of the City of Carpinteria at a regular meeting held on the 28th day of May, 2002, by the following called vote:

AYES: COUNCILMEMBER: Jordan, Stein, Ledbetter, Nielsen

NOES: COUNCILMEMBER: None

ABSENT: COUNCILMEMBER: Nielsen


Mayor, City of Carpinteria

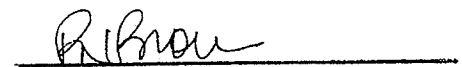
ATTEST:

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 28th day of May, 2002.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:

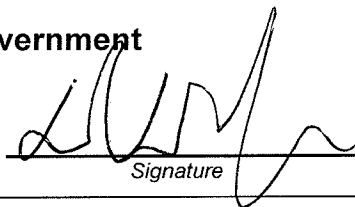

City Attorney, City of Carpinteria

STAFF REPORT
COUNCIL MEETING DATE:
December 9, 2013

ITEM FOR COUNCIL CONSIDERATION: Schedule and approach to annual work program and strategic planning.

Department: General Government

City Manager:


Signature

ACTION ITEM X; NON-ACTION ITEM

STAFF RECOMMENDATION: Set the special meeting date of Saturday, January 25, 2014, 8am – 1pm, for consideration of the Annual Work Program and update of the City's Strategic Plan.

Motion: I move to set a special meeting for Saturday, January 25, 2014, from 8am to 1pm, for the purpose of considering the 2014 Annual Work Program/Strategic Plan.

I. BACKGROUND/DISCUSSION

Each year in late January, the City Council, City Manager and staff Department Heads meet to discuss strategic issues and the annual work program. This year the meeting is proposed to be scheduled for Saturday, January 25, 2014, from 8:00 AM to 1:00 PM in the Council Chambers. The draft Annual Work Program will be distributed to the City Council and made available to the public on January 17.

The Annual Work Program document is the primary document that guides new or significantly modified staff work for the coming year. The document includes a brief description of all Departments, including a mission statement, and a description of the proposed annual projects and programs. Each project and program is described on a separate page and contains the following information:

- Project Description
- Products/Completion date
- Objective and Policy Consistency
- Staff Requirements

- Previous and Ongoing Work
- Budget & Funding Source
- Tasks

The Annual Work program also includes the identification of strategic issues facing the City, a discussion of the proposed approach to addressing these issues, and implementation measures set out through the work program. In order to stimulate strategic thinking, we have provided each City Council member with a questionnaire, attached, for your use. It is simply a tool to assist your City Council in thinking about where the City is at now and how to continue in the direction that the City Council is interested in moving. Use it, or any other form you are comfortable with, to provide the City Manager comments on issues and/or project and program ideas. These ideas will be vetted by staff in preparation for discussion at the workshop.

II. LEGAL ISSUES:

The Annual Work Program and Strategic Planning meeting is proposed annually as a special meeting of the City Council pursuant to Carpinteria Municipal Code 2.04.020, and staff is seeking the City Council's agreement to schedule the special meeting for Saturday, January 25, 2014, from 8am to 1pm. The meeting is open to the public and will be noticed as usual by posting of the agenda and making the materials provided to the City Council available in advance of the meeting through the City Clerk's office and posted on the City's web site.

III. FINANCIAL ISSUES:

The Work Program is an important precursor to the drafting of the fiscal year budget, i.e., 2014-2015. Through the budget process, which begins in March and concludes with City Council budget adoption in June, it will be determined what projects and programs are to be funded, and the basis for determining program/service effectiveness (performance measurement).

IV. ATTACHMENT:

Questionnaire

Work Session Questionnaire

2014

The purpose of this questionnaire is to stimulate strategic thinking and assist Council members in preparing for deliberation about the City's annual work plan and priorities, and to provide City staff with information to assist in preparing for the annual work program meeting.

A. The following three questions are an initial prompt intended to stimulate strategic thinking. They do not require a written response.

What is the community like now?

What will the community be like in 10 years if no action is taken by the City?

What will the community be like in 10 years through effective City stewardship, projects, programs and services?

B. The following questions are a part of a traditional Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis for strategic thinking. (Separate sheets may be used to respond if more space is needed).

1. What do you see as the City's greatest strengths (e.g., fiscal condition, open government, etc.)?

2. What do you see as the City's best opportunities for improving the Carpinteria community (e.g., proactive neighborhood preservation policies, community center, etc.)?

3. What do you see as the City's greatest weaknesses (e.g., limited revenue sources, condition of infrastructure, etc.)?

4. What do you see as the greatest threats to the City promoting its vision and mission (attached)?

C. Are new and/or changed projects, programs and/or services needed to address the things you've identified above? If so, describe them here:

1.

2.

3.

4.

5.