

City of Carpinteria
City Council Regular Meeting Agenda
Tuesday, May 26, 2015
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

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

**ESTIMATED
TIME:**

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

5:30 p.m. **ROLL CALL**

5:31 p.m. **PLEDGE OF ALLEGIANCE**

5:31 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

5:32 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:32 p.m. **CITY MANAGER'S REPORT**

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

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

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

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

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

5:50 p.m. **AGENDA MODIFICATIONS:** The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing

the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

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

1. Expenditures for the period beginning April 21, 2015 and ending April 29, 2015.
2. Minutes of the regular meeting held April 27, 2015.
3. One year lease extension with the Friends of the Carpinteria Library (FOL) for the Seaside Building located at 5103 Carpinteria Avenue.

ADMINISTRATIVE MATTERS:

- 5:51 p.m. 4. Review of an Agreement between the City of Carpinteria and the County of Santa Barbara to provide Energy Division Permitting and Planning Services to the City for Oil and Gas Matters

Recommendation: Authorize the Mayor to sign the Agreement between the City of Carpinteria and the County of Santa Barbara Energy Division for planning services related to oil and gas development.

(Staff presenter: Jackie Campbell, Community Development Director)

- 6:01 p.m. 5. Urban County Partnership Cooperation Agreement for the Community Development Block Grant (CDBG) Program for three federal fiscal years (2016-2018)

Recommendation: Continue the City's participation in the Urban County Partnership.

(Staff presenter: Jackie Campbell, Community Development Director)

- 6:11 p.m. 6. Cooperation Agreement for the Santa Barbara County HOME Consortium for three federal fiscal years (2016 -2018)

Recommendation: Continue the City's participation in the HOME Consortium.

(Staff presenter: Jackie Campbell, Community Development Director)

PUBLIC HEARINGS:

- 6:21 p.m. 7. Continuation of Carpinteria Street Lighting District No. 1 for Fiscal Year 2015-16 and Related Protest Hearing

Recommendation: 1. Following the Staff Report, open the public hearing and receive any testimony and /or protests concerning the continuation of Assessment District No. 1 for Fiscal year 2015-16; and 2. Close the public hearing and continue the District for Fiscal Year 2015-16, by adopting Resolution No. 5610, as read by title only.

Staff presenter: John Thornberry, Administrative Services Director

Staff Report
Public Hearing
City Council Determination

- 6:31 a.m. 8. Continuation of Carpinteria Right-of Way Assessment District No. 3 for Fiscal Year 2015-16 and Related Protest Hearing

Recommendation: 1. Following the Staff Report, open the public hearing and receive any testimony and/or protests concerning the continuation of Assessment District No. 3 for Fiscal Year 2015-16; and 2. Close the public hearing and continue the District for Fiscal year 2015-16, by adopting Resolution No. 5611, as read by title only.

Staff presenter: John Thornberry, Administrative Services Director

Staff Report
Public Hearing
City Council Determination

- 6:41 p.m. 9. Continuation of Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2015-16, Including the Suspension of the Application of the Annual Inflationary Adjustment

Recommendation: 1. Following the staff report, open the public hearing and receive any testimony and/or protests concerning the continuation of parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2015-16, to include the suspension of the application of an annual inflationary adjustment to the general assessment amount; and 2. Close the public hearing and continue the District for Fiscal Year 2015-16, by adopting Resolution No. 5596*, as read by title only.

Staff presenter: Brian C. Barrett, Management Analyst

Staff Report
Public Hearing
City Council Determination

- 6:51 p.m. 10. Levying an Annual Assessment for the Winter Protection Berm Assessment District No. 5 for the 2015-16 Fiscal Year

Recommendation: 1. Following the Staff Report open the public hearing and receive any testimony and/or protests concerning the continuation of Assessment District No. 5 for Fiscal Year 2015-16; and 2. Close the public hearing and continue the District for Fiscal by adopting Resolution No. 5612, as read by title only.

Staff presenter: Matt Roberts, Parks and Recreation Director

Staff Report
Public Hearing
City Council Determination

OTHER BUSINESS:

- 7:01 p.m. 11 Authorization to Advertise City Maintenance Project No. 15045, Via Real Sidewalk Improvements Project for Formal Bid

Recommendation: Authorize the Public Works Director to advertise City Maintenance Project No. 15045, Via Real Sidewalk Improvements Project, for formal bid.

Staff presenter: Matt Meachler, Civil Engineer

Staff Report
Public Comment
City Council Determination

*5/26/15 Typographical error corrected. FG

- 7:11 p.m. 12. Authorization to Include a \$500,000 Pavement Rehabilitation Project in the Fiscal Year 2015-2016 City of Carpinteria Department of Public Works Annual Budget.

Recommendation: Authorize the Department of Public Works to include a \$500,000 Pavement Rehabilitation Project in the fiscal year 2015-16 City of Carpinteria Budget with funding from the General Fund Available Fund Balance and to provide a report on proposed pavement maintenance priorities to the City Council for Consideration.

Staff presenter: Charlie W. Ebeling, Public Works Department Director

Staff Report
Public Comment
City Council Determination

- 7:21 p.m. 13. Response to Inquiry from County of Santa Barbara about City Interest in Participation in a Community Choice Aggregation Feasibility Study.

Recommendation: Determine an appropriate response and direct the City Manager to reply to the County Executive Officer Mona Miyasato's letter of May 15, 2015.

Staff presenter: Dave Durflinger, City Manager

Staff Report
Public Comment
City Council Determination

7:31 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 County 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) (Clark)
- h. South Coast Task Force on Youth Gangs Leadership and Executive Council (Carty & Clark)

2. Joint and Standing 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)
- f. City Council Finance/Budget Committee (Stein & Clark)
- g. 50th Anniversary Committee (Carty & Nomura)

3. Ad Hoc Committees

- a. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
- b. Transportation Committee (Stein & Shaw)
- c. Labor Relations Committee (Nomura & 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)

7:32 p.m.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

7:320 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, June 8, 2015** 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 two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

This agenda was posted on Wednesday, May 20, 2015, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning April 21, 2015 and ending April 29, 2015.

STAFF RECOMMENDATION

Action Item ____ ; Non-Action Item X

Motion: That the City Council accept this report concerning the current list of warrants pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (attached) dispersed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The report is provided for City Council and public information and serves as Staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

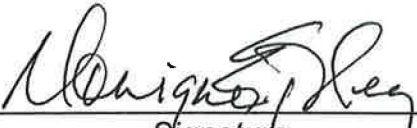
FINANCIAL CONSIDERATIONS

The warrant register included as an attachment is designed to communicate fiscal activity since the prior reporting period. No action is requested as part of this report.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning April 21, 2015 and ending April 29, 2015.

Staff contact: Monique Epley, Finance Supervisor
(805) 684-5405 ext. 406
moniquee@ci.carpinteria.ca.us

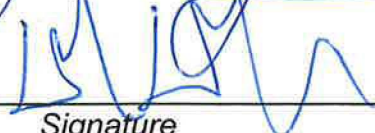

Signature

Reviewed by: John Thornberry, Admin. Services Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

3:00 PM
04/29/15

CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
85568	04/22/15	ALAMO SELF STORAGE	ALAMO SELF STO...	OFFSITE STORAGE FEES	1000101 · Operating Cash 10	
	04/17/15		ALAMO SELF STO...	OFFSITE STORAGE FEES	1013221 · Miscellaneous Contract...	(335.00)
TOTAL						(335.00)
85569	04/22/15	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	INVOICE #160374	1000101 · Operating Cash 10	
160374	04/14/15		ANIMAL MEDICAL ...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(1,605.00)
TOTAL						(1,605.00)
85570	04/22/15	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT 828848611	1000101 · Operating Cash 10	
828848611	04/05/15		AT & T MOBILITY	POOL SUPT	4866308 · Supplies & Materials 66	(97.12)
			AT & T MOBILITY	ASP/AC	4868308 · Supplies & Materials 68	(57.30)
			AT & T MOBILITY	PARK MTC	2862308 · Supplies & Materials 62	(12.34)
			AT & T MOBILITY	JR GUARDS	2862308 · Supplies & Materials 62	(57.30)
TOTAL						(224.06)
85571	04/22/15	AYALA, MIRIA M	AYALA, MIRIA M	DEPOSIT REFUND	1000101 · Operating Cash 10	
DEPOSIT R...	04/21/15		AYALA, MIRIA M	VETS HALL DEPOSIT REFUND	1000231 · Veterans Building Depo...	(100.00)
TOTAL						(100.00)
85572	04/22/15	AYSO REGION 683 CARPINTERIA	AYSO REGION 683 ...	DEPOSIT REFUND	1000101 · Operating Cash 10	
DEPOSIT R...	04/14/15		AYSO REGION 683 ...	DEPOSIT REFUND	1000152 · Deposits	(300.00)
TOTAL						(300.00)
85573	04/22/15	BOB TRAUTZ LAND DEV CO, INC	BOB TRAUTZ LAN...		1000101 · Operating Cash 10	
4909	04/03/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(3,340.16)
4908	04/27/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(2,462.37)
TOTAL						(5,802.53)
85574	04/22/15	CA DEPT CONSERVATION	CA DEPT CONSER...	SMIP REPORT: JAN-MAR 2015	1000101 · Operating Cash 10	
Q1 2015 SM...	04/21/15		CA DEPT CONSER...	SMIP REPORT: JAN - MAR 2015	1000202 · SMIP Payable	(452.37)
TOTAL						(452.37)
85575	04/22/15	CALIFORNIA BUILDING STANDARDS COM...	CALIFORNIA BUIL...	2015 FEES QUARTER 1	1000101 · Operating Cash 10	
Q1 2015 FE...	04/21/15		CALIFORNIA BUIL...	STATE BUILDING STANDARDS FUND JAN - M...	1000226 · SB1473 State Building ...	(122.40)
TOTAL						(122.40)
85576	04/22/15	CARPINTERIA-SUMMERLAND FIRE DISTR...	CARPINTERIA-SU...	JAN - MAR 2015 FIRE FEES	1000101 · Operating Cash 10	

3:00 PM
04/29/15

CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
JAN - MAR ...	04/13/15		CARPINTERIA-SU...	BP 11027	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	BP 11345	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	BP 11338	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	BP 11368	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	BP 11388	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	BP 11393	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	BP 11403	1000261 · Fire District Fees	(205.00)
			CARPINTERIA-SU...	B[11404	1000261 · Fire District Fees	(205.00)
TOTAL						(1,640.00)
85577	04/22/15	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 · Operating Cash 10	
033115	04/06/15		CARPINTERIA VAL...	PW SHOP	3332308 · Supplies & Materials 32	(6.79)
TOTAL						(6.79)
85578	04/22/15	CHEVRON & TEXACO BUSINESS CARD S...	CHEVRON & TEXA...	789-819-058-7	1000101 · Operating Cash 10	
44118381	04/13/15		CHEVRON & TEXA...	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(309.46)
			CHEVRON & TEXA...	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(69.00)
			CHEVRON & TEXA...	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(459.58)
			CHEVRON & TEXA...	VEHICLE FUEL	2361307 · Vehicle Oper/Maintena...	(104.76)
TOTAL						(942.80)
85579	04/22/15	COASTAL VIEW NEWS	COASTAL VIEW N...	45421	1000101 · Operating Cash 10	
45421	04/17/15		COASTAL VIEW NE...	PET ADS	1047213 · Animal Sheltering	(80.00)
TOTAL						(80.00)
85580	04/22/15	FIRST BANKCARD	FIRST BANKCARD	1081	1000101 · Operating Cash 10	
1081	03/27/15		FIRST BANKCARD	TRIATHLON	4863308 · Special Events Expenses	(17.94)
			FIRST BANKCARD	BEACHES	2879418 · Lifeguard Tower	(178.05)
			FIRST BANKCARD	STREET LIGHTING	2923308 · Supplies & Materials 23	(381.39)
			FIRST BANKCARD	POOL	4866308 · Supplies & Materials 66	(215.99)
			FIRST BANKCARD	PARKS	2361307 · Vehicle Oper/Maintena...	(91.40)
			FIRST BANKCARD	LG TOWER	2879418 · Lifeguard Tower	(2,027.88)
			FIRST BANKCARD	SWIM CLUB	4868308 · Supplies & Materials 68	(93.00)
			FIRST BANKCARD	PARKS	2361221 · Miscellaneous Contracts	(65.50)
			FIRST BANKCARD	INTEREST CHARGE	1069308 · Supplies & Materials 69	(31.27)
TOTAL						(3,102.42)
85581	04/22/15	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	INVOICE #794661	1000101 · Operating Cash 10	
794661	04/13/15		IMPULSE INTERNE...	EMAIL FILTERING SERVICES	1018222 · Equipment Maintenance	(89.95)
TOTAL						(89.95)
85582	04/22/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3260669765	03/21/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(97.19)
3260936676	03/25/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(56.12)

3:00 PM
04/29/15

CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
3261077996	03/27/15		STAPLES ADVANT...	EMERGENCY PREPAREDNESS	1024308 · Supplies & Materials 24	(71.82)
3261077997	03/27/15		STAPLES ADVANT...	POOL SUPPLIES	4866308 · Supplies & Materials 66	(78.57)
			STAPLES ADVANT...	POOL OFFICE SUPPLIES	4866308 · Supplies & Materials 66	(20.50)
TOTAL						(324.20)
85583	04/22/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711114329800406	1000101 · Operating Cash 10	
0117111143...	03/28/15		VERIZON CALIFOR...	CIVIC CENTER	1013301 · Telephone 13	(920.30)
			VERIZON CALIFOR...	PW	2531301 · Telephone 31	(41.03)
			VERIZON CALIFOR...	BEACH	2862301 · Telephone 62	(120.80)
			VERIZON CALIFOR...	POOL	4866301 · Telephone 66	(235.25)
			VERIZON CALIFOR...	CONCESSION	2864308 · Supplies & Materials 64	(113.71)
TOTAL						(1,431.09)
85584	04/22/15	VERIZON WIRELESS	VERIZON WIRELESS	INVOICE #9743640838	1000101 · Operating Cash 10	
9743640838	04/09/15		VERIZON WIRELESS	CELL PHONE - BUILDING INSPECTOR	1042308 · Supplies & Materials 42	(113.97)
TOTAL						(113.97)
85585	04/22/15	WESTERN EXTERMINATOR COMPANY	WESTERN EXTER...	MARCH 2015 BILLING	1000101 · Operating Cash 10	
MAR 2015 ...	03/31/15		WESTERN EXTER...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(46.50)
TOTAL						(46.50)
85586	04/22/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3261368902	03/29/15		STAPLES ADVANT...	OFFICE SUPPLIES	1011308 · Supplies & Materials 11	(5.93)
3261237692	03/29/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(106.22)
3261805545	04/02/15		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(235.46)
3261805546	04/02/15		STAPLES ADVANT...	POOL	4866308 · Supplies & Materials 66	(96.20)
3261805548	04/02/15		STAPLES ADVANT...	COMPUTER EQUIP	1070417 · Computer Hardware	(377.99)
			STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(40.44)
TOTAL						(862.24)
85587	04/22/15	WATERLINE TECHNOLOGIES	WATERLINE TECH...	INVOICE 5299186	1000101 · Operating Cash 10	
5299186	03/30/15		WATERLINE TECH...	CHLORINE FOR POOL	4866338 · Chemicals	(465.46)
TOTAL						(465.46)
85588	04/29/15	AFLAC	AFLAC	INVOICE #633965	1000101 · Operating Cash 10	
633965	04/11/15		AFLAC	WELLNESS - MAY	2361194 · Wellness 61	(48.80)
			AFLAC	WELLNESS - MAY	1016194 · Wellness 16	(64.30)
			AFLAC	WELLNESS - MAY	1041194 · Wellness 41	(24.10)
			AFLAC	WELLNESS - MAY	1051194 · Wellness 51	(43.30)
			AFLAC	WELLNESS - MAY	1012194 · Wellness 12	(62.60)
			AFLAC	WELLNESS - MAY	1030194 · Wellness 30	(43.30)
			AFLAC	WELLNESS - MAY	1022194 · Wellness 22	(23.60)
			AFLAC	WELLNESS - MAY	1042194 · Wellness 42	(100.76)
			AFLAC	WELLNESS - MAY	1041194 · Wellness 41	(32.20)

3:00 PM
04/29/15

CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
			AFLAC	WELLNESS - MAY	1022194 · Wellness 22	(35.10)
			AFLAC	WELLNESS - MAY	2531194 · Wellness 31	(48.80)
			AFLAC	WELLNESS - MAY	1042194 · Wellness 42	(63.10)
			AFLAC	WELLNESS - MAY	1030194 · Wellness 30	(29.60)
			AFLAC	WELLNESS - MAY	2531194 · Wellness 31	(52.10)
			AFLAC	WELLNESS - MAY	3332194 · Wellness 32	(106.80)
			AFLAC	WELLNESS - MAY	1069194 · Wellness 69	(56.96)
			AFLAC	WELLNESS - MAY	1014194 · Wellness 14	(50.31)
			AFLAC	WELLNESS - MAY	1069194 · Wellness 69	(43.20)
			AFLAC	WELLNESS - MAY	1051194 · Wellness 51	(32.20)
			AFLAC	WELLNESS - MAY	2531194 · Wellness 31	(48.80)
TOTAL						(1,009.93)
85589	04/29/15	ATT	ATT	ACCOUNT 030-149-5366-001	1000101 · Operating Cash 10	
0301495366...	04/19/15		ATT	CIVIC CENTER	1013301 · Telephone 13	(822.72)
			ATT	PW	2531301 · Telephone 31	(36.68)
			ATT	BEACH	2862301 · Telephone 62	(133.63)
			ATT	POOL	4866301 · Telephone 66	(146.72)
TOTAL						(1,139.75)
85590	04/29/15	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
PAYROLL 0...	04/28/15		CALIFORNIA STAT...	PAYROLL WITHHOLDING 04-30-15	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
85591	04/29/15	CalPERS	CalPERS	MAY 2015 HEALTH	1000101 · Operating Cash 10	
MAY 2015 ...	04/11/15		CalPERS	MAY 2015 HEALTH	1051194 · Wellness 51	(4,722.92)
			CalPERS	MAY 2015 HEALTH	1011194 · Wellness 11	(1,039.05)
			CalPERS	MAY 2015 HEALTH	1012194 · Wellness 12	(1,940.86)
			CalPERS	MAY 2015 HEALTH	1013194 · Wellness 13	(1,346.46)
			CalPERS	MAY 2015 HEALTH	1014194 · Wellness 14	(4,253.59)
			CalPERS	MAY 2015 HEALTH	1016194 · Wellness 16	(585.18)
			CalPERS	MAY 2015 HEALTH	1030194 · Wellness 30	(4,751.15)
			CalPERS	MAY 2015 HEALTH	2531194 · Wellness 31	(4,039.38)
			CalPERS	MAY 2015 HEALTH	1041194 · Wellness 41	(4,019.51)
			CalPERS	MAY 2015 HEALTH	1042194 · Wellness 42	(1,355.07)
			CalPERS	MAY 2015 HEALTH	1069194 · Wellness 69	(2,106.65)
			CalPERS	MAY 2015 HEALTH	1022194 · Wellness 22	(2,382.20)
			CalPERS	MAY 2015 HEALTH	2361194 · Wellness 61	(1,346.46)
			CalPERS	MAY 2015 HEALTH	3332194 · Wellness 32	(2,382.20)
			CalPERS	MAY 2015 HEALTH	1044194 · Wellness 44	(1,346.46)
			CalPERS	MAY 2015 HEALTH	1000249 · Health Insurance Premi...	(352.63)
			CalPERS	MAY 2015 HEALTH	1016196 · Health Insurance Surch...	(150.45)
			CalPERS	MAY 2015 HEALTH	4868194 · Wellness 68	(1,035.74)
TOTAL						(39,155.96)
85592	04/29/15	CARPINTERIA GLASS COMPANY	CARPINTERIA GLA...		1000101 · Operating Cash 10	
29904	04/16/15		CARPINTERIA GLA...	TOWERS	2879418 · Lifeguard Tower	(1,557.00)
29903	04/16/15		CARPINTERIA GLA...	TOWERS	2879418 · Lifeguard Tower	(991.29)

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04/29/15

CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(2,548.29)
85593	04/29/15	CARPINTERIA VALLEY ROOFING	CARPINTERIA VAL...	TOWERS	1000101 · Operating Cash 10	
TOWERS	04/19/15		CARPINTERIA VAL...	ROOF REPAIR @ BEACH TOWERS	2879418 · Lifeguard Tower	(742.00)
TOTAL						(742.00)
85594	04/29/15	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...	AR 29981	1000101 · Operating Cash 10	
AR29981	04/22/15		CENTRAL COAST I...	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(923.37)
TOTAL						(923.37)
85595	04/29/15	CHANNEL ISLANDS DO IT BEST	CHANNEL ISLAND...	10001	1000101 · Operating Cash 10	
MAR 2015 ...	03/31/15		CHANNEL ISLAND...	TOWERS	2879418 · Lifeguard Tower	(16.97)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(41.27)
			CHANNEL ISLAND...	CODE ENF	1047308 · Supplies & Materials	(32.04)
			CHANNEL ISLAND...	CITY HALL	1013224 · Interior Maintenance	(14.35)
			CHANNEL ISLAND...	CITY HALL	1013224 · Interior Maintenance	(22.12)
			CHANNEL ISLAND...	ROW	3332308 · Supplies & Materials 32	(24.29)
			CHANNEL ISLAND...	BEACHES	2862308 · Supplies & Materials 62	(1.42)
			CHANNEL ISLAND...	BEACHES	2879418 · Lifeguard Tower	(18.98)
			CHANNEL ISLAND...	PW SUPPLIES	3332308 · Supplies & Materials 32	(34.01)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(12.62)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(2.70)
			CHANNEL ISLAND...	EL CARRO	2361221 · Miscellaneous Contracts	(27.18)
			CHANNEL ISLAND...	POOL	4866308 · Supplies & Materials 66	(5.76)
			CHANNEL ISLAND...	BEACHES	2879418 · Lifeguard Tower	(6.78)
			CHANNEL ISLAND...	BEACHES	2879418 · Lifeguard Tower	(38.87)
TOTAL						(299.36)
85596	04/29/15	CITY OF SANTA BARBARA	CITY OF SANTA B...	JAN - MAR 2015	1000101 · Operating Cash 10	
JAN - MAR ...	04/22/15		CITY OF SANTA BA...	JAN - MAR 2015	4200276 · Fees Affordable Housing	(2,180.00)
TOTAL						(2,180.00)
85597	04/29/15	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
PAYROLL 0...	04/28/15		EDD-SDI	PAYROLL 04-30-15	1000223 · SDI Withheld 10	(864.73)
TOTAL						(864.73)
85598	04/29/15	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
PAYROLL 0...	04/28/15		EDD-SIT	PAYROLL 04-30-15	1000221 · SIT Withheld 10	(3,589.98)
TOTAL						(3,589.98)
85599	04/29/15	FAULCONER & ASSOCIATES	FAULCONER & AS...		1000101 · Operating Cash 10	
1444	04/02/15		FAULCONER & AS...	HOTEL DESIGN	3100242 · Park Improvements DIF	(3,210.00)

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CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
1445	04/02/15		FAULCONER & AS...	CITY HALL ADDITION	3100231 · DIF Gen'l Facilities	(2,425.00)
			FAULCONER & AS...	CITY HALL ADDITION	3179614 · City Hall Improvements	(2,425.00)
TOTAL						(8,060.00)
85600	04/29/15	HUGO'S AUTO DETAIL	HUGO'S AUTO DE...	MARCH 2015 SERVICE	1000101 · Operating Cash 10	
MARCH 201...	04/14/15		HUGO'S AUTO DET...	MARCH 2015 MAINTENANCE	1013307 · Vehicle Oper & Mainten...	(194.00)
TOTAL						(194.00)
85601	04/29/15	LINCOLN FINANCIAL GROUP	LINCOLN FINANCI...	MAY 2015 BILLING	1000101 · Operating Cash 10	
MAY 2015 B...	04/20/15		LINCOLN FINANCIA...	MAY 2015	1051191 · Life Insurance Premium...	(67.75)
			LINCOLN FINANCIA...	MAY 2015	1011191 · Life Insurance Premium...	(100.63)
			LINCOLN FINANCIA...	MAY 2015	1012191 · Life Insurance Premium...	(122.49)
			LINCOLN FINANCIA...	MAY 2015	1013191 · Life Insurance Premium...	(32.07)
			LINCOLN FINANCIA...	MAY 2015	1014191 · Life Insurance Premium...	(184.06)
			LINCOLN FINANCIA...	MAY 2015	1016191 · Life Insurance Premium...	(172.37)
			LINCOLN FINANCIA...	MAY 2015	1030191 · Life Insurance Premium...	(283.10)
			LINCOLN FINANCIA...	MAY 2015	2531191 · Life Insurance Premium...	(181.69)
			LINCOLN FINANCIA...	MAY 2015	1041191 · Life Insurance Premium...	(390.29)
			LINCOLN FINANCIA...	MAY 2015	1042191 · Life Insurance Premium...	(184.15)
			LINCOLN FINANCIA...	MAY 2015	1069191 · Life Insurance Premium...	(184.07)
			LINCOLN FINANCIA...	MAY 2015	1022191 · Life Insurance Premium...	(129.06)
			LINCOLN FINANCIA...	MAY 2015	3332191 · Life Insurance Premium...	(73.64)
			LINCOLN FINANCIA...	MAY 2015	1044191 · Life Insurance Premium...	(91.90)
			LINCOLN FINANCIA...	MAY 2015	2361191 · Life Insurance Premium...	(58.71)
			LINCOLN FINANCIA...	MAY 2015	4868191 · Life Insurance Premium...	(65.04)
TOTAL						(2,321.02)
85602	04/29/15	METLIFE - GROUP BENEFITS	METLIFE - GROUP ...	MAY 2015 DENTAL	1000101 · Operating Cash 10	
MAY 2015 ...	04/15/15		METLIFE - GROUP ...	MAY 2015 DENTAL	1051194 · Wellness 51	(537.07)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1011194 · Wellness 11	(175.90)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1012194 · Wellness 12	(246.38)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1013194 · Wellness 13	(189.49)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1014194 · Wellness 14	(378.98)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1016194 · Wellness 16	(56.89)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1030194 · Wellness 30	(538.14)
			METLIFE - GROUP ...	MAY 2015 DENTAL	2531194 · Wellness 31	(568.47)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1041194 · Wellness 41	(551.73)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1042194 · Wellness 42	(189.49)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1069194 · Wellness 69	(246.38)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1022194 · Wellness 22	(232.79)
			METLIFE - GROUP ...	MAY 2015 DENTAL	3332194 · Wellness 32	(305.35)
			METLIFE - GROUP ...	MAY 2015 DENTAL	1044194 · Wellness 44	(189.49)
			METLIFE - GROUP ...	MAY 2015 DENTAL	2361194 · Wellness 61	(189.49)
			METLIFE - GROUP ...	MAY 2015 DENTAL	4868194 · Wellness 68	(113.78)
TOTAL						(4,709.82)
85603	04/29/15	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 04-30-15	1000101 · Operating Cash 10	
PAYROLL 0...	04/28/15		SEUI LOCAL 620	PAYROLL 04-30-15	1000229 · SEIU Local 620	(172.31)

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CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(172.31)
85604	04/29/15	STAPLES ADVANTAGE	STAPLES ADVANT...	3261887202	1000101 · Operating Cash 10	
3261887202	04/03/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(166.31)
TOTAL						(166.31)
85605	04/29/15	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
PAYROLL 0...	04/28/15		T. ROWE PRICE	PAYROLL 04-30-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
85606	04/29/15	TRANSAMERICA EMPLOYEE BENEFITS	TRANSAMERICA E...	GROUP ID#G000026466	1000101 · Operating Cash 10	
MAY 2015 ...	04/20/15		TRANSAMERICA E...	MAY 2015 WELLNESS	1030194 · Wellness 30	(18.75)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1016194 · Wellness 16	(35.70)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1030194 · Wellness 30	(56.75)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1041194 · Wellness 41	(36.45)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1051194 · Wellness 51	(33.12)
			TRANSAMERICA E...	MAY 2015 WELLNESS	4868194 · Wellness 68	(35.70)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1011194 · Wellness 11	(18.75)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1030194 · Wellness 30	(40.68)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1012194 · Wellness 12	(33.12)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1022194 · Wellness 22	(35.70)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1042194 · Wellness 42	(99.37)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1041194 · Wellness 41	(87.43)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1041194 · Wellness 41	(33.12)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1022194 · Wellness 22	(72.48)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1012194 · Wellness 12	(18.75)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1042194 · Wellness 42	(67.40)
			TRANSAMERICA E...	MAY 2015 WELLNESS	2531194 · Wellness 31	(109.37)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1030194 · Wellness 30	(35.70)
			TRANSAMERICA E...	MAY 2015 WELLNESS	2531194 · Wellness 31	(67.40)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1011194 · Wellness 11	(35.70)
			TRANSAMERICA E...	MAY 2015 WELLNESS	1022194 · Wellness 22	(18.75)
			TRANSAMERICA E...	MAY 2015 WELLNESS	4868194 · Wellness 68	(18.75)
TOTAL						(1,008.94)
85607	04/29/15	TRI-COUNTY OFFICE FURNITURE	TRI-COUNTY OFFI...	INVOICE #111677	1000101 · Operating Cash 10	
111677	04/21/15		TRI-COUNTY OFFI...	CHAMBER SEATING	1013224 · Interior Maintenance	(12,134.59)
TOTAL						(12,134.59)
85608	04/29/15	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 04-30-15	1000101 · Operating Cash 10	
PAYROLL 0...	04/28/15		UNITED WAY OF S...	PAYROLL 04-30-15	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
85609	04/29/15	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 04-30-15	1000101 · Operating Cash 10	

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CITY OF CARPINTERIA
Warrant Register
April 21 - 29, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
PAYROLL 0...	04/28/15		VANTAGEPOINT T...	PAYROLL CONTRIBUTION 04-30-15	1000105 · ICMA Cash	(1,100.00)
TOTAL						(1,100.00)
85610	04/29/15	LEISURE CONCEPTS INTL	LEISURE CONCEP...	INVOICE 21504063	1000101 · Operating Cash 10	
21504063	04/07/15		LEISURE CONCEP...	BEACH CONCESSION MISCELLANEOUS BEA...	4864302 · Purchases for Inventory...	(479.46)
TOTAL						(479.46)
85611	04/29/15	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
2-25-126-20...	04/21/15		SO CA EDISON	VIOLA	2361313 · Utility - Electric 23	(36.31)
2-27-939-99...	04/21/15		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(27.51)
TOTAL						(63.82)
85612	04/29/15	STAPLES ADVANTAGE	STAPLES ADVANT...	3262569955	1000101 · Operating Cash 10	
3262569955	04/05/15		STAPLES ADVANT...	POOL COMPUTER SUPPLIES	4866308 · Supplies & Materials 66	(62.63)
TOTAL						(62.63)
85613	04/29/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711121344992803	1000101 · Operating Cash 10	
0117111213...	04/07/15		VERIZON CALIFOR...	BEACH CONCESSION	2862301 · Telephone 62	(191.45)
TOTAL						(191.45)

TOTAL \$101,568.96

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, April 27, 2015**

CALL TO ORDER

Mayor Carty called the meeting to order at 4:30 p.m.

ROLL CALL

Councilmember Al Clark, Councilmember J. Bradley Stein, Vice Mayor Fred Shaw, and Mayor Gregg Carty were present. City Manager Dave Durflinger, Peter Brown on behalf of Brownstein Hyatt Farber Schreck LLP acting as City Attorney of the City of Carpinteria, and Parks and Recreation Director Matt Roberts were also present.

Councilmember Nomura was absent due to a conflict of interest.

PUBLIC COMMENT ON CLOSED SESSION: None.

CLOSED SESSION

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

Property: APNs. 003-501-002, 003-501-001, 003-450-00, and 003-450-24.

Negotiating Party/Property Owner: State of California Department of Parks and Recreation

Agency Negotiators: Dave Durflinger, City Manager; Peter Brown on Behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria and Matt Roberts, Director of Parks and Recreation.

Under Negotiation: Price and/or terms of payment.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:34 p.m.

CALL BACK TO ORDER

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

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria
Fidela Garcia, City Clerk
Charlie W. Ebeling, Public Works Director
Matt Roberts, Parks and Recreation Director
Matt Maechler, P. E. Civil Engineer
Brian C. Barrett, Management Analyst
John Thornberry, Administrative Services Director

CLOSED SESSION REPORT

Mr. Brown noted that the City Council met in Closed Session to discuss:

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

Property: A portion of US 101 ROW immediately south bound of Hwy 150 and north of Carpinteria Avenue ; No Assessor's Parcel number.

Negotiating Party/Property Owner: Caltrans State of California

Agency Negotiators: Dave Durflinger, City Manager; Matt Roberts, City Parks and Recreation Director; Peter Brown on Behalf of Brownstein Hyatt Farber Schreck, LLP acting City Attorney of the City of Carpinteria

Under Negotiation: Price and/or terms of payment.

Mr. Brown announced there were no reportable actions from the Closed Session item.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- The pool will be closed April 30 late morning until Saturday morning for maintenance.
- Mayor Carty, Councilmembers, and City Manager will attend the State of the Community at the Chamber of Commerce event at Rincon Catering on April 28. Other speakers will include Mark Schneipp from the California Economic Forecast Project and County Supervisor Salud Carbajal.
- Linden Avenue and Casitas Pass Road Interchanges Project will be presented to the Planning Commission for a Public Hearing at a Special Meeting on May 18, 5:30 p.m.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Susie Caughin, on behalf of the Committee Supporting Measure Z, spoke regarding the a bond measure on the May 5 ballot which would provide funding for a new Summerland Fire Station. She encouraged the voters to vote yes and return their mail-in ballot.

Lisa Guravitz encouraged everyone to vote yes on Measure Z and return their mail-in ballot.

AGENDA MODIFICATIONS:

Mayor Carty noted there was one agenda modification provided by memorandum.

CONSENT CALENDAR

Motion by Councilmember Stein, seconded by Councilmember Clark, to approve the Consent Calendar, with Resolution No. 5603 and Ordinance Nos. 700 and 701 as read by title only.

Upon voice vote, motion carried unanimously.

2. Expenditures for the period beginning April 2, 2015 and ending April 20, 2015.
3. Minutes of the regular meeting held April 13, 2015.
4. Adopt Resolution No. 5603, as read by title only, authorizing the destruction of certain obsolete records in the Human Resources Office.

5. Quarterly Review of Investment Results and Certifications Concerning Compliance with Investment Policy and Cash Flow Needs for the next six months.
6. Second reading of Ordinance No. 700, amending Section 12.04.070 of the Carpinteria Municipal Code to increase the value of work allowed under annual permits to twenty-five thousand dollars.
7. Second reading of Ordinance No. 701, amending Sections 2.17.040 and 2.17.110 of the Carpinteria Municipal Code to adjust the bond amounts for small developments and authorize the City Manager to release certain bonds.

ADMINISTRATIVE MATTER: None

PUBLIC HEARING:

8. Updating the City's Capital Improvement Plan and Highway Interchanges and Bridges Development Impact Fee and Ending the Temporary Reduction of the City's Highway Interchanges and Bridges Development Impact Fee

Recommendation: Adopt the Resolution No. 5592, as read by title only, updating the City's Capital Improvement Plan and Highway Interchanges and Bridges Development Impact Fee; and ending the temporary reduction of the City's Highway Interchanges and Bridges Development Impact Fee.

The Public Hearing was opened at 5:42 p.m.

Brian C. Barrett, Management Analyst, presented the staff report.

There were no Public Comments.

The Public Hearing was closed at 5:52 p.m.

Motion by Vice Mayor Shaw, seconded by Councilmember Clark, to adopt the Resolution No. 5592, as read by title only, updating the City's Capital Improvement Plan and Highway Interchanges and Bridges Development Impact Fee; and ending the temporary reduction of the City's Highway Interchanges and Bridges Development Impact Fee.

Upon voice vote, motion carried unanimously.

OTHER BUSINESS:

9. Annual Report on Assessment District No. 5 for Fiscal Year 2015-16

Recommendation: Accept and file the annual report and adopt Resolution No. 5609, as read by title only, setting the public hearing date for May 26, 2015, to consider authorizing the continuation of Assessment District No. 5 and ordering the improvement.

Fidela Garcia, City Clerk, noted that a supplemental report was provided to include a city parcel, which should have been included in the listing.

Matt Roberts, Parks and Recreation Director, presented the staff report and PowerPoint presentation. He responded to questions posed by the City Council.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to adopt Resolution No. 5609, as read by title only, thereby setting the public hearing date for May 26, 2015, to consider setting the annual assessment and ordering the construction of the improvement for Assessment District No. 5 including the modification and the memorandum.

Upon voice vote, motion carried unanimously.

10. Closeout of City Maintenance Project No. 15018, Ninth Street Pedestrian Bridge Replacement Project

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15018, Ninth Street Pedestrian Bridge Replacement Project, with J&H Engineering, and direct the City Clerk to release Performance Bond No. 2190199 in the amount of \$231,248.15.

Matt Meachler, Civil Engineer, presented the staff report and PowerPoint presentation.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15018, Ninth Street Pedestrian Bridge Replacement Project, with J&H Engineering, and direct the City Clerk to release Performance Bond No. 2190199 in the amount of \$231,248.15.

Upon voice vote, motion carried unanimously.

Dave Durflinger, City Manager, stated staff would schedule an official ribbon-cutting ceremony.

11. Report on Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2015-16

Recommendation: Adopt Resolution Nos. 5594 and 5595, to accept the mandatory annual report and budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2015-2016 for public hearing at the regular City Council meeting of May 26, 2015.

Brian C. Barrett, Management Analyst, presented the staff report.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Clark, to adopt Resolution Nos. 5594 and 5595, as read by title only, to accept the mandatory annual report and budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2015-2016 for public hearing at the regular City Council meeting of May 26, 2015.

Upon voice vote, motion carried unanimously.

12. Contract with Avila and Associates, Inc., for Professional Engineering Services for the Linden Avenue and Casitas Pass Road Interchanges Project

Recommendation: Authorize the City Manager to execute an agreement for professional engineering services with Avila and Associates, Inc., for additional engineering services necessary to prepare FEMA floodplain revision documents.

Councilmember Nomura recused himself due to a conflict of interest. He stepped down from the dais and exited the Council Chambers at 6:15 p.m.

Charlie W. Ebeling, Public Works Department Director, presented the staff report

There were no Public Comments.

Motion by Councilmember Shaw, seconded by Councilmember Stein, to authorize the City Manager to execute an agreement for professional engineering services with Avila and Associates, Inc., for additional engineering services necessary to prepare FEMA floodplain revision documents.

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

Councilmember Nomura returned to the Council Chambers at 6:22 p.m. and took his seat at the dais.

13. Report on Street Lighting District No. 1 for Fiscal Year 2015-16

Recommendation: Adopt Resolution Nos. 5604 and 5605, as read by title only, acting to accept and file the mandatory annual report and set the matter of the continuation of Street Lighting District No. 1 for fiscal year 2015-16 for public hearing at the regular City Council meeting of May 26, 2015 (corrected date).

John Thornberry, Administrative Services Director, presented the staff report.

There were no Public Comments.

Vice Mayor Shaw inquired whether Caltrans or the City would be responsible for the traffic signals on the Casitas Pass Interchange. Dave Durflinger, City Manager, responded the majority of the new streets lights would be owned and operated by Caltrans.

Motion by Councilmember Stein, seconded by Councilmember Clark, to adopt Resolution Nos. 5604 and 5605, as read by title only, acting to accept and file the mandatory annual report and set the matter of the continuation of Street Lighting District No. 1 for fiscal year 2015-16 for public hearing at the regular City Council meeting of May 26, 2015 (corrected date).

Upon voice vote, motion carried unanimously.

14. Report on Right-of-Way Improvement District No. 3 for Fiscal Year 2015-16

Recommendation: Adopt Resolution No. 5606 and 5607, acting to accept and file the mandatory annual report and set the matter of the continuation of Right-of-Way Improvement District No. 3 for fiscal year 2015-16 for public hearing at the regular City Council Meeting of May 26, 2015 (corrected date).

John Thornberry, Administrative Services Director, presented the staff report.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Clark, to adopt Resolution No. 5606 and 5607, as read by title only, acting to accept and file the mandatory annual report and set the matter of the continuation of Right-of-Way Improvement District No. 3 for fiscal year 2015-16 for public hearing at the regular City Council Meeting of May 26, 2015 (corrected date).

Upon voice vote, motion carried unanimously.

15. Third Quarter Financial Results for the Current Fiscal Year 2014-15 and Preliminary Revenue and Expense Projections for the next Fiscal Year 2015-16

Recommendation: Receive report and direct staff as determined appropriate.

Dave Durflinger, City Manager, provided introductory remarks.

John Thornberry, Administrative Services Director, presented the staff report.

There were no Public Comments.

The report was received and filed.

16. Consider Approving a 50th Anniversary City Seal, and Authorization to Announce to Federal, State and Local Officials the City's 50th Anniversary and Invite Participation in Planned Celebrations

Recommendation: a) Adopt Resolution No. 5608, approving use for official purposes a 50th Anniversary seal; and b) authorize that letters be sent under the Mayor's signature to Carpinteria's federal and state representatives and other public agencies as deemed appropriate in order to communicate information about the City's anniversary and invite participation at specific events.

Dave Durflinger, City Manager, presented the staff report.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Clark, to adopt Resolution No. 5608, as read by title only, approving use for official purposes a 50th Anniversary seal; and authorize that letters be sent under the Mayor's signature to Carpinteria's federal and state representatives and other public agencies as deemed appropriate in order to communicate information about the City's anniversary and invite participation at specific events.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Vice Mayor Shaw reported that he and City Manager Dave Durflinger attended the second Bicycle Tourism Meeting on April 22 sponsored by County Supervisor Salud Carbajal's office in coordination with Ventura County Supervisor Steve Bennett. He stated the purpose of the meeting would be to create a program for bicycle tourism in Santa Barbara and Ventura Counties. He also stated the group would meet again in late June or early July. He also reported that he, Mayor Carty, Community Development Director Jackie Campbell, and Senior Planner Steve Goggia attended the City/County Joint Affordable Housing Task Group on April 23. He noted that Carpinteria's Self-Help Housing applied for additional rehabilitation funds. He also noted that Dave Mullinax from the Channel Counties Division of the League of California Cities spoke regarding

proposed assembly bills related to housing. Mayor Carty noted that there would be discussion regarding vacation rentals at next meeting.

Mayor Carty reported he attended the Air Pollution Control District meeting where they discussed green house gases and recent State law, which will require adoption of thresholds.

Councilmember Nomura noted that a business owner in the Downtown Parking District had brought to his attention that the four electric vehicle charging stations designated in Lot 1 remain vacant and he inquired whether the City Council could consider that these parking spots be adjusted by time schedule. He also asked for a future discussion regarding infrastructure for reclaimed water and impacts to streets. Lastly, he asked for a discussion regarding consideration of a banner program at the train station.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers plan on being present at the May 11, 2015 City Council meeting.

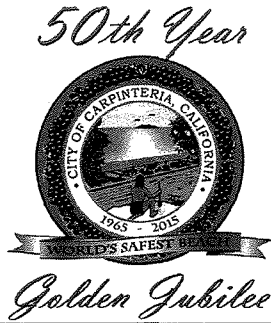
AJOURNMENT

The meeting was adjourned at 6:55 p.m. by Mayor Carty.

Gregg Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Approval of a one (1) year lease extension with the Friends of the Carpinteria Library (FOL) for the Seaside Building located at 5103 Carpinteria Avenue.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve the lease extension and authorize the Mayor to sign the attached letter.

Motion: I move to approve a one year lease extension pursuant to the terms and conditions of the current lease, including rent to be paid, with the Friends of the Carpinteria Library for the City's Seaside Building at 5103 Carpinteria Avenue.

BACKGROUND

The Friends of the Carpinteria Library has leased the City's Seaside Building (5103 Carpinteria Avenue) since 2009. On January 7, 2015 the City Manager received notice via email (attached) from the FOL regarding their desire to extend their current lease. Both City staff and FOL Vice-President Foster Markolf have met and corresponded regarding the proposed lease extension. The City Council has determined that leasing this building to the Friends of the Carpinteria Library, under favorable lease terms, provides a public benefit in that the FOL is a local non-profit organization dedicated to supporting the Carpinteria library and is a significant financial contributor to the Library.

POLICY CONSISTENCY

Leasing the building to the FOL is consistent with the City's General Plan Policy Objective (PF-5): *To provide a high quality and broad range of public services, facilities and utilities to meet the needs of all present and future residents of the Carpinteria Planning Area, as well as Policy PF-5a.: The City will strive to maintain adequate library service for the community of Carpinteria.*

FINANCIAL CONSIDERATIONS

The City and the FOL will continue their respective financial obligations as outlined in the current lease agreement.

LEGAL

The proposed letter agreement has been reviewed by the City Attorney's office.

OPTIONS

- 1) Approve the lease extension
- 2) Decide not to grant a lease extension at this time

PRINCIPAL PARTIES EXPECTED AT MEETING

Foster Markolf, Vice-President, Friends of the Carpinteria Library

ATTACHMENTS

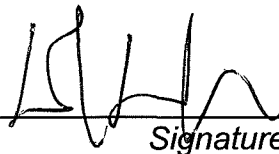
- A. Notice from the FOL regarding their desire to extend their current lease of the City's Seaside Building
- B. Letter authorizing a lease extension between the City of Carpinteria and the FOL with an attached copy of the current lease agreement (Exhibit A)

Staff contact: Kevin Silk, Assist to the City Manager
805/684-5405 x. 450



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Dave Durflinger

From:
Sent: Wednesday, January 07, 2015 11:12 AM
To: Dave Durflinger
Cc: Kevin Silk; Matt Maechler;
Subject: The Bookstore Lease

Dave, please accept this as our notice under Section 3.2.1 of our Building Lease, dated May 29, 2013 (the "Lease"), to extend the Lease effective July 1, 2015. As in the past, we request that the City consider permitting us to extend it for as many years as possible

The Friends of the Carpinteria Library is very appreciative of the under market rent the City has charged us for the past five years. As you know, this has contributed in a very meaningful way to our ability to be able to contribute large sums to help to pay the operating expenses of our library, thus enabling it to remain open to serve our residents more hours than would otherwise have been possible, and to fund improvements to the library, such as the renovation of the Multi-Purpose Room, the installation of a new sign outside the library, and, most recently, the \$10,599.88 we paid a few months ago to have all the carpet replaced in the library.

We understand that our current Lease states that our rent of \$1,050.00 per month will be increased, commencing July 1, 2015, by an amount equal to the most recently available data for the increase in the CPI.

Section 19.1 of the Lease requires us to send you this notice by First Class Registered or Certified mail. Hopefully, providing it to you via e-mail will be acceptable.

Please let me know if you would like to get together to discuss this request between now and June.

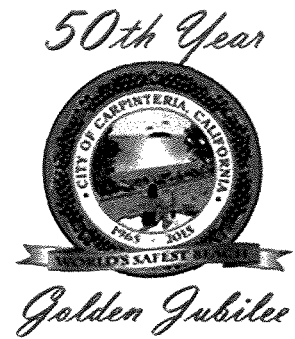
Best Regards,

Foster

Foster Markolf
4818 Third Street
Carpinteria, CA 93013
805-570-0341 (cell)
805-684-4610 (home)

ATTACHMENT B

CITY of CARPINTERIA, CALIFORNIA



May 26, 2015

Foster Markolf
Vice-President
Friends of the Carpinteria Library
5141 Carpinteria Avenue
Carpinteria, CA 93013

RE: 5103 Carpinteria Avenue / Friends of the Carpinteria Library (FOL)
Lease Extension

Dear Foster;

On January 7, 2015, the City received a request from you on behalf of the Friends of the Carpinteria Library that the FOL wanted to extend the term of its current lease agreement at the Seaside Building (5103 Carpinteria Avenue) with the City of Carpinteria.

At its regular meeting of May 26, 2015, the City Council considered the FOL's request and approved the one year lease extension, pursuant to the terms and conditions of the lease dated May 29, 2013 (attached as Exhibit A) between the City of Carpinteria ("Landlord") and the Friends of the Carpinteria Public Library ("Tenant"), as provided below.

Landlord and Tenant agree that:

1. The Initial Term of the Lease shall be extended, effective July 1, 2015, for an Extended Term of one year, continuing through June 30, 2016. The remainder of Section 3 of the Lease shall remain unchanged.
2. The monthly rental rate will remain unchanged at one thousand fifty dollars (\$1,050.00) for use and occupancy of the Premises for the first Extended Term and, for clarification, 2015 will serve as the base or Beginning Index year for any possible future increases per the CPI as outlined in 4.2 of the lease. The remainder of Section 4.2 of the lease shall remain unchanged.
3. As it relates to Section 1938 of the Civil Code, the Premises and Common Areas (property) at 5103 Carpinteria Avenue has been recently inspected by a Certified Access Specialist (CAsp) and does not currently meet all accessibility standards. The City will be developing a project schedule for barrier removal.
4. Except to the extent as modified herein, the Lease shall remain in full force and effect. The parties hereto agree that this lease extension shall be binding upon them, as well as upon their respective heirs, representatives, successors and assigns.

LANDLORD:
City of Carpinteria
By:

Name: Gregg A. Carty, Mayor

Date

TENANT:
FRIENDS OF THE CARPINTERIA PUBLIC LIBRARY, a nonprofit California Corporation
By:

Name: Foster Markolf
Title: Vice-President

Date

EXHIBIT A

**BUILDING LEASE BY AND BETWEEN
THE CITY OF CARPINTERIA
AND
FRIENDS OF THE CARPINTERIA PUBLIC LIBRARY**

This BUILDING LEASE ("Lease") is made and entered into as of this 24 day of May, 2013, by and between the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, State of California ("Landlord" and sometimes "City"), and Friends of the Carpinteria Public Library, a non-profit California corporation ("Tenant") with reference to the following facts and intentions:

RECITALS:

- A. **WHEREAS**, Landlord is the owner of record of the real property and improvements located at 5103 Carpinteria Avenue, Carpinteria California 93013 and identified as APN # 004-047-001 ("the Property"); and
- B. **WHEREAS**, Tenant is in need of a place to conduct its business operations within the City of Carpinteria; and
- C. **WHEREAS**, on an interim basis Landlord desires to lease to Tenant and Tenant desires to lease from the Landlord a portion of the Property ("the Premises"), as hereinafter more fully described, on the terms and conditions in this Lease; and
- D. **WHEREAS**, Landlord and Tenant entered into the Original Lease for the lease of the Premises on April 14, 2009, and further entered into the First Amendment to the Original Lease on February 1, 2010, and further entered into the Second Amendment to the Original Lease on July 9, 2011; and
- E. **WHEREAS**, Landlord and Tenant now desire to enter into a new lease agreement and further intend that this Lease shall supersede and replace the Original Lease as amended.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. SUBJECT OF LEASE

- 1.1 **The Premises.** Landlord hereby leases, transfers and demises to Tenant and Tenant hereby leases and takes from Landlord the Premises, which constitute approximately one thousand eighty seven (1,087) square feet of inside rentable space, or approximately ninety-four (94%) of the total square footage of inside rentable space in the Property, as shown on the floor plan of the Property attached as Exhibit "A", on the terms and upon the agreements, covenants and conditions set forth in this Lease.
- 1.2 **Common Areas.** In addition to Tenant's rights to use and occupy the Premises as specified herein, Tenant shall have non-exclusive rights to occupy Common Areas (as hereinafter defined),

but shall not have any rights to the roof or exterior walls of the building(s) on the Property, subject to the terms and upon the agreements, covenants and conditions set forth in this Lease.

- 1.2.1 **Common Areas – Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, suppliers, shippers, customers, contractors and invitees, including restroom facilities, parking areas, loading and unloading areas, trash areas, walkways, driveways and landscaped areas. The Common Areas include, but are not limited to, the interior restroom of approximately seventy-two (72) square feet and storage space in the Janitor's Closet within the Premises.
- 1.2.2 **Common Areas – Tenant's Rights.** Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Tenant shall obtain prior written consent from Landlord to store any property, temporarily or permanently, in the Common Areas. In the event that any unauthorized storage shall occur then Landlord shall have the right, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be payable upon demand by Landlord.
- 1.2.3 **Rules and Regulations.** Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Premises and the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.
- 1.2.4 **Common Areas – Changes.** Landlord shall have the right, in Landlord's sole discretion, from time to time: (a) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; (b) to close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (c) to add additional buildings and improvements to the Common Areas; (d) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and (f) to do and perform such other acts and make such other changes in, to or

with respect to the Common Areas and Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

1.3 **Parties to the Lease.**

1.3.1 **Landlord.** Landlord is the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, California.

1.3.2 **Tenant.** Tenant is Friends of the Carpinteria Public Library, a non-profit California corporation located in the County of Santa Barbara, California.

2. **POSSESSION OF THE PREMISES**

2.1 **As-Is Condition.** The Premises will be delivered to Tenant in its "as is" condition on the date of Tenant's Acceptance as defined in paragraph 2.2 below.

2.2 **Acceptance of the Premises.** Except as may be otherwise provided herein, Tenant shall, by entering into and occupying the Premises or using any portion of the Premises, be deemed to have accepted the Premises and to have acknowledged that the same is then in the condition called for by this Lease.

2.3 **Quiet Enjoyment.** Except as expressly provided under this Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms and conditions of this Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 3) of this Lease.

2.4 **Surrender of the Premises.** Upon the expiration or termination of the Term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear excepted.

3. **TERM**

3.1 **Duration and Commencement.** The initial term ("Initial Term") of this Lease shall commence on July 1, 2013 and continue through June 30, 2015.

3.2 **Request for Extension.**

3.2.1 Landlord and Tenant agree that Tenant may request an extension of the Initial Term of this Lease subject to all the provisions herein contained for consecutive one (1) year periods (the "**Extended Term**") following the expiration of the Initial Term, provided Tenant shall give written notice of said request to Landlord not less than three (3) months prior to the expiration of the Term, and provided further that Landlord may agree to such Extended Term in its sole discretion.

3.2.2 Tenant expressly acknowledges and agrees that Landlord is renting the Premises to Tenant on an interim basis while Landlord determines a long term use for the Property

and that Landlord may deny a request for extension under this Section 3.2 if, among other reasons, Landlord elects to use the Premises and/or the Property for itself or any of the public bodies and agencies related to the City. Tenant further agrees to cooperate with Landlord to the fullest extent possible, in Landlord's efforts to secure a long term use for the Property.

3.2.3 Tenant's right to request an extension is subject to the following conditions precedent:

- (i) The Lease shall be in effect at the time notice of exercise is given and on the last day of the Term; and
- (ii) Tenant shall not be in default of any of the terms, conditions, covenants, warranties, agreements or restrictions provided under this Lease or any other discretionary Landlord approvals at the time notice of exercise is given or on the last day of the Term; and
- (iii) The Premises shall be in good operating condition with no material deferred internal or external maintenance other than normal wear and tear and subject to normal and customary replacements and repairs; and
- (iv) Tenant shall not be in violation of any ordinance or regulation of the City at time the notice of exercise is given or on the last day of the Term.

4. RENT

Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided herein.

4.1 **Security Deposit.** Concurrently with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount of one thousand four hundred dollars (\$1,400.00), and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be security for the full, prompt and faithful performance by Tenant of all of its obligations hereunder. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event, Tenant shall restore the Security Deposit to its original amount within thirty (30) days after receipt of Landlord's written request to do so. A failure to restore the Security Deposit shall be a material breach of this Lease. Upon expiration or termination of this Lease and vacation of the Premises in the manner required by this Lease, the Security Deposit, or portion thereof remaining unapplied after the curing of every default by Tenant shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

4.2 **Monthly Rent.** Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, one thousand fifty dollars (\$1,050.00) per month during the Initial Term, in lawful money of the United States ("Monthly Rent"). The rent shall be due on the first day of each calendar month.

If Landlord agrees to any one year Extended Terms, then upon the expiration of the Term, and upon expiration of each additional year thereafter during the Lease Term, the rental rate of one thousand fifty dollars (\$1,050.00) per month shall be adjusted according to any increase in the United States Consumer Price Index of the Bureau of Labor Statistics of the United States

Department of Labor for All Urban Consumers ("CPI") for LA-Riverside-Orange County, California that is published most immediately preceding the adjustment date. The base for computing the adjustment is the CPI that is published most immediately preceding the date of the commencement of the initial Extended Term ("Beginning Index"). On each adjustment date, the monthly rent for the following year until the next rent adjustment will be set by multiplying \$1,050.00 by a fraction, the numerator of which is the Index published most immediately preceding the adjustment date in question and the denominator of which is the Beginning Index. Provided, however, that in no event shall any adjusted rent be less than the rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

- 4.3 **Payment.** All payments required to be made by Tenant under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Carpinteria" and delivered to the City at 5775 Carpinteria Ave., Carpinteria, California 93013 Attn: City Manager or any other location as the City may designate.

- 4.4 **Late Charges; Lease Termination.** Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord.

Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which can not be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to pay any Rent for three (3) consecutive periods, or four (4) periods during any twelve (12) month period, shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Lease upon thirty (30) days notice. Landlord's decision not to exercise this remedy at any time during the Term of this Lease shall not act to waive Landlord's right to exercise such remedy at a future date during the Term.

- 4.5 **Utility and Services.** Tenant shall contract and pay for all telephone and cable services to the Premises which shall all be billed directly to Tenant. Landlord shall contract and pay for electric, water, sanitary, trash, janitorial and gas services to the Premises which shall all be directly billed to and paid by Landlord.

- 4.6 **Taxes, Assessments and Charges.** Tenant covenants to pay when due, its pro rata share of all applicable taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every type of character (including all interest and penalties thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on, or in respect of, or be measured by, or become a lien upon Landlord, the Property, this Lease or any part thereof, or any estate, or right or interest therein.

- 4.7 **Notice of Possessory Interest; Payment of.** In accordance with California Revenue and Taxation Code Section 107.6(a) this Lease may create a possessory interest that is subject to taxation. If such interest is created, Tenant may be subject to the payment of property taxes levied on said possessory interest. Tenant agrees to pay these amounts as Additional Rent in the same manner and on the same schedule as the Monthly Rent.

5. USE OF THE PREMISES

- 5.1 **Permitted Use.** The Premises shall be used only for the purpose of conducting Tenant's business of selling used and new books and the operation of Tenant's related business and nonprofit activities. Tenant shall operate the business and conduct activities therein in a prudent and businesslike manner and in full compliance with all terms and conditions of this Lease.
- 5.2 **Prohibited Uses.** Tenant shall not use, or allow use of, the Premises for any activity other than as set forth in paragraph 5.1 without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.
- 5.3 **Compliance with Rules and Regulations.** Tenant agrees to comply with all rules and regulations of City that are at any time posted on the Premises or delivered to Tenant.
- 5.4 **Compliance with Laws.** Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.
- 5.5 **Alterations; Improvements.** Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term and to restore the premises to their prior condition by giving Tenant forty-five (45) days written notice prior to the expiration of the term. Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Any damage to the Premises caused by said removal shall be repaired at Tenant's sole cost.

6. LIENS

- 6.1 **Lien Indemnification.** Tenant shall at all times indemnify, save and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in,

upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien).

7. INDEMNIFICATION, BUSINESS INTERRUPTION AND INSURANCE

- 7.1 **General Indemnification.** Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and Property and caused by the alleged active or passive negligence or willful misconduct of Tenant, its agents, servants or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.
- 7.2 **Business Interruption.** Tenant agrees that no claims for damages, loss of business, or loss of income either direct or indirect shall be made against Landlord as a result of improvements to the Premises or Common Areas.
- 7.3 **Liability Insurance Coverage and Limits.** Throughout the Term of this Lease, and the Extended Term, if applicable, Tenant agrees to maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00). Landlord and its officials, employees and agents shall be covered and named as additional insureds with respect to liability arising from activities performed by or on behalf of Tenant. The insurance limits in this section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.
- 7.4 **Property Casualty Insurance.** Throughout the Term of the Lease, and the Extended Term, if applicable, Landlord shall cause the Premises to be insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement.
- 7.5 **Personal Property Insurance.** Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property, along with any trade fixtures, and Tenant-owned alterations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property, trade fixtures, and Tenant-owned alterations. Landlord shall be named as an additional insured. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.

7.6 **Damages for Failure to Provide Insurance.** This Section is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 7. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

7.7 **Landlord Discretion to Insure.** Landlord, in its sole discretion, throughout the Term of this Lease, shall have the right to obtain a commercial comprehensive general liability insurance policy on the Property or alternatively, may self-insure the Property.

8. DAMAGE OR DESTRUCTION

8.1 **Reconstruction and/or Removal.** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within ninety (90) days from the date of damage, subject to the terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a thirty (30) day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guest, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

9. ASSIGNMENT AND SUBLETTING

9.1 **Prior Written Consent.** Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent, which may not be unreasonably withheld by Landlord.

9.2 **Assignment of Landlord's Interest in Lease or the Leased Premises.** Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

10. PERFORMANCE OF TENANT'S COVENANTS

10.1 **Right of Performance.** If Tenant shall at any time fail to pay any tax, assessment, fee or other charge in accordance with this Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Lease, then Landlord, after ten (10) days' written notice as to payments of Rent with other charges and thirty (30) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice, or without notice, as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

10.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

10.1.2 Pay for and maintain such insurance policies provided for, or

10.1.3 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

10.2 **Reimbursement and Damages.** All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

11. HAZARDOUS MATERIALS

11.1 **Landlord's Representations and Warranties.** Except as identified by Landlord in writing to Tenant as known environmental conditions prior to the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property.

11.2 **No Use of Hazardous Materials on the Premises.** Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except in connection with any construction, operation, maintenance or repair of the Premises or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach

hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

- 11.3 **Notice and Remediation by Tenant.** Tenant shall, within five (5) days of such occurrence or immediately in cases of imminent threat of injury to life or property, notify Landlord of any significant release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.
- 11.4 **Environmental Indemnity by Tenant.** Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its employees, members and officials from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises from and after the Possession Date, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease. This indemnification supplements and in no way limits the scope of the indemnification set forth in Article 7.
- 11.5 **Release by Tenant.** Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.
- 11.6 **Environmental Indemnity by Landlord.** Landlord hereby agrees to hold harmless, defend and indemnify Tenant and its employees, members, officers, directors, and agents from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with the activities, acts or omissions of persons or entities other than Tenant, its employees, contractors or agents on or affecting the Premises, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease.
- 11.7 **Release by Landlord.** Landlord waives, releases, acquits and forever discharges Tenant and its employees, members, officers, directors, agents, or any other person acting on behalf of Tenant, of and from any and all Claims whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Landlord has

as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto.

- 11.8 **Termination.** The agreements and obligations of the Parties under this Article 11 with regard to indemnification of Landlord or Tenant shall survive the scheduled termination or sooner expiration of the Term for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Landlord or Tenant, as the case may be, within such period.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 **Landlord's Representations and Warranties.** Landlord represents and warrants to Tenant that:

12.1.1 Landlord has full right and authority to grant the estate and the other rights demised herein and to execute and perform all of the terms and conditions of this Lease.

12.1.2 Tenant, upon performing and complying with all covenants, agreements, terms and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises and the easements, rights-of-way, rights, privileges, benefits and appurtenances belonging thereto throughout the Term.

12.1.3 Landlord has the power and authority to enter into this Lease and perform all the obligations of Landlord hereunder.

- 12.2 **Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord that:

12.2.1 Tenant has examined the Premises and accepts the Premises in its "as is" condition.

12.2.2 Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the use of the Premises contemplated by this Lease.

12.2.3 Tenant has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

13. EVENTS OF DEFAULT; REMEDIES

- 13.1 **Events of Default.** Any one or all of the following events after thirty (30) days written notice to Tenant, unless a shorter period is specified, shall constitute an Event of Default hereunder:

13.1.1 The default in the payment of any Monthly Rent or Additional Rent or other charges by Tenant when and as the same becomes due and payable and such default continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; or

13.1.2 The abandonment or vacation of the Premises by Tenant; or

13.1.3 The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "**Assignee**"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the Premises of Tenant or such Assignee, or the ordering or winding up or liquidating of the affairs of Tenant or any Assignee and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant of any such Assignee of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law or consent by Tenant or any such Assignee to the entry of any order for relief in an involuntary case under any such law, or consent by Tenant or any such Assignee to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any such Assignee, or of any substantial property of any of the foregoing, or the making by Tenant or any such Assignee of any general assignment for the benefit of creditors; or Tenant or any such Assignee takes any other voluntary action related to the business of Tenant or any such Assignee or the winding up of the affairs of any of the foregoing; or

13.1.4 The default in Tenant's performance of or compliance with any other material term, covenant or condition of this Lease where Tenant fails to cure such default within thirty (30) days or Tenant fails to use reasonable diligence in curing a default where it is of such character as to require more than thirty (30) days to cure.

13.2 **Remedies.**

13.2.1 If an Event of Default shall occur and continue as aforesaid, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

- (i) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;
- (ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (iii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things could be likely to result therefrom; and
- (v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

13.2.2 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

13.2.3 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting.

13.2.4 No reentry or taking possession of the Premises by Landlord pursuant to this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

13.3 **Receipt of Rent, No Waiver of Default.** The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of

this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

13.4 **Effect on Indemnification.** Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Lease.

13.5 **Notice of Landlord's Default; Tenant's Waiver.** Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given notice specifying the default and (b) Landlord has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults.

14. ENTRY BY LANDLORD

14.1 **Right of Entry.** Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose including protecting the Premises or showing the Property to prospective purchasers or tenants (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to do any such work). No such entry shall constitute an eviction of Tenant.

15. PARKING AND STORAGE OF PERSONAL PROPERTY

15.1 **Parking.** Tenant and its invited guests and licensees shall be entitled to use the Property's vehicular parking spaces upon which the Property is located on a shared basis with the general public. There are no parking spaces reserved for the exclusive use of Tenant.

15.2 **Storage of Personal Property.** Tenant shall store on the Premises only personal property that Tenant owns and shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material.

15.3 **Signs.** Tenant may place on the Premises ordinary business signs consistent with applicable law, provided that Tenant and Landlord shall jointly process approvals for such signs and provided further that Landlord shall pay or waive the applicable City fees associated with such signage permit.

16. SUBMISSION OF ANNUAL FINANCIAL STATEMENTS.

16.1 **Financial Statement.** Tenant agrees to submit annually to Landlord an annual financial statement of the Friends of the Carpinteria Public Library, a non-profit California corporation.

17. REPAIRS AND MAINTENANCE

- 17.1 **Responsibilities.** Landlord shall professionally maintain the Premises including janitorial service, heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Landlord shall maintain the roof, foundation, exterior walls and common areas. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant.

18. **DEFINITIONS**

- 18.1 "Extended Term" shall mean the one year time period commencing on the date of expiration of the Term and resulting from Landlord's acceptance of Tenant's request to extend the Term of this Lease.
- 18.2 "Hazardous Materials" shall mean any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources..
- 18.3 "Initial Term" is agreed to be July 1, 2013 until and including June 30, 2015.
- 18.4 "Landlord's Interest" shall mean its fee interest in the Property and its interest in this Lease, or any part thereof.
- 18.5 "Possession Date" is agreed to be July 1, 2013.
- 18.6 "Rent" refers to the Monthly Rent and Additional Rent and any other amounts due the Landlord under this Lease unless the context clearly manifests a different intent.
- 18.7 "Term" shall mean the Initial Term and each of the Extended Terms described in Article 3, unless otherwise specifically provided herein.

19. GENERAL PROVISIONS

- 19.1 **Notices.** All notices and other communications hereunder shall be in writing, shall be sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given two (2) days after the day of mailing, addressed: (a) if to Landlord: 5775 Carpinteria Ave, Carpinteria, CA 93013, Attn: City Manager or at such other addresses as Landlord shall have furnished to Tenant; and (b) if to Tenant: 5103 Carpinteria Avenue, Carpinteria, CA 93013, Attn: Chair of Friends of the Library, or at such other addresses as Tenant shall have furnished Landlord in writing.
- 19.2 **Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties and the restrictions, covenants and obligations pertaining to the Premises shall run with the land and shall continue until this Lease is terminated or expires.
- 19.3 **Mediation and Arbitration.**
- 19.3.1 **Mediation.** Except as otherwise provided herein, any controversy, claim, or dispute arising out of or related to this Lease or the interpretation, performance, or alleged breach of this Lease (a “**Dispute**”) shall be resolved according to the procedures set forth in this paragraph, which shall constitute the sole dispute resolution mechanism under this Lease. In the event that the Parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a retired judge or justice of a court or by a trained and qualified mediator mutually agreeable to the Parties. If the Parties are unable to agree upon a mediator, either party may apply to a licensed mediation service for the appointment of a mediator from a panel of retired judges or justices or other trained and qualified mediators. Upon the appointment of a mediator, the Parties thereafter shall submit their Dispute to mediation and engage in the mediation process fully and in good faith.
- 19.3.2 **Arbitration.** Except as otherwise provided herein, if the Parties are unable to resolve one or more Dispute(s) by mediation, then either Party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the Commercial Arbitration Rules of a reputable and qualified arbitration service, including rules that allow an Appeal (the “**Arbitration Rules**”). The arbitration shall be conducted at a mutually agreeable location before a single neutral arbitrator appointed in accordance with the Arbitration Rules, except that the Parties shall be entitled to undertake discovery in the arbitration in accordance with the statutory provisions and rules applicable, as of the date of the first Arbitration Notice, to discovery in civil actions before a Court with jurisdiction over the Parties and the subject matter. The arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as appropriate in accordance with the then-prevailing law. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any state or federal court. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Agreement. If either party refuses to perform any or all of its obligations under the

final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction.

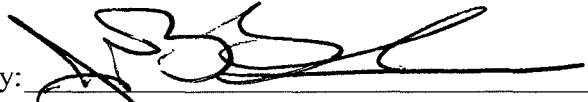
- 19.3.3 **Exclusions from Mediation and Arbitration.** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action, (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- 19.4 **Attorney's Fees.** In any action for any relief, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an "Action"), each party shall bear its own attorney's fees.
- 19.5 **Integration.** This Lease, and the exhibits attached hereto, constitute the entire agreement between and final expression of the parties, and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.
- 19.6 **No Waiver By Landlord.** To the extent permitted by applicable law, no failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default, shall constitute a waiver of any such default or of any such term. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Landlord with respect to any other then existing or subsequent default.
- 19.7 **Amendment.** This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Landlord and Tenant.
- 19.8 **Severability; Consent.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Landlord required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- 19.9 **Holding Over - Consensual.** In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Lease,

such holding over or continued possession shall create a tenancy for month to month only, upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

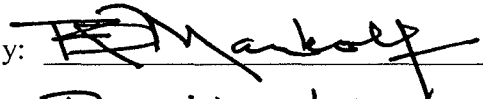
- 19.10 **Holding Over - Non-Consensual.** If Tenant remains in possession of the Premises or any part thereof after the expiration of Tenant's term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a monthly rental in twice the amount of the total of all the last month Rent paid or due, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.
- 19.11 **Warranty Against Payment of Consideration.** Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.
- 19.12 **Non-liability of Landlord Officials and Employees; Non-liability of Members.** No member, official or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or its successor or on any obligations under the terms of this Lease.
- 19.13 **Remedies Cumulative.** The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.
- 19.14 **Time of the Essence.** Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.
- 19.15 **Controlling and Venue Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Santa Barbara County, California.
- 19.16 **Covenants.** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.
- 19.17 **Joint and Several Liability.** In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.
- 19.18 **Recitals.** The Recitals are true and correct as of the date hereof and are incorporated into the terms and conditions of this Lease.
- 19.19 **Attachments.** All attachments and exhibits referred to in this Lease are attached to and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the dates written below.

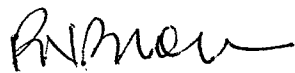
Landlord: THE CITY OF CARPINTERIA, a California municipal corporation

By: 
Its: Mayor

Tenant: Friends of the Library, a nonprofit California Corporation

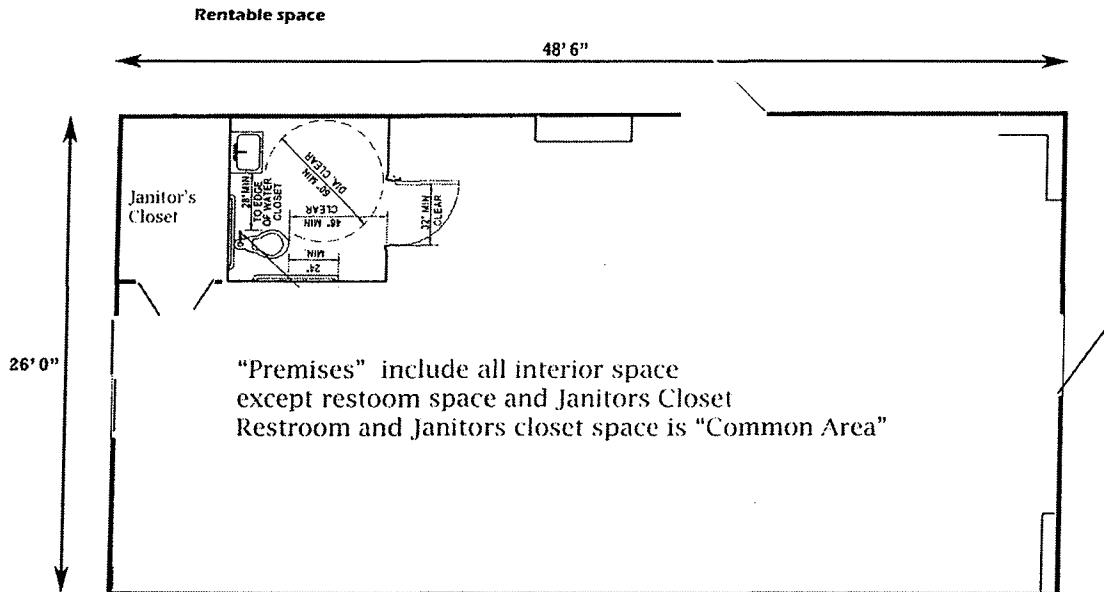
By: 
Its: President

APPROVED AS TO FORM:
City of Carpinteria

By: 
Peter N. Brown, City Attorney

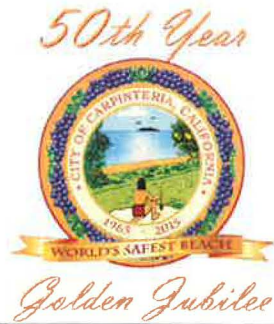
Attachments: Exhibit A: Premises

Exhibit "A"
PREMISES



5103 Carpinteria Avenue
Carpinteria, CA

Drawing is not to scale



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Review of an Agreement between the City of Carpinteria and the County of Santa Barbara to provide Energy Division permitting and planning services to the City for oil and gas matters

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the Mayor to sign the Agreement between the City of Carpinteria and the County of Santa Barbara Energy Division for planning services related to oil and gas development.

Motion: I move to authorize the Mayor to sign the Agreement between the City of Carpinteria and the County of Santa Barbara Energy Division for planning services related to oil and gas development.

BACKGROUND

In November 2003, the City and County entered into a contract agreement authorizing the County Energy Division to provide planning services to the City of Carpinteria for a five-year term. Under the agreement, the County serves as a consultant to the City on energy related matters when the City determines that such service is desired. In particular, Energy Division staff assists in the review and processing of energy projects related to Venoco's Carpinteria Oil and Gas Processing Facility. The original five-year Agreement expired on November 4, 2008. That Agreement was extended for one year by mutual consent between the parties on February 17, 2009. The Extended Agreement expired on February 16, 2010 and was renewed for an additional five-year term, which expired earlier this year.

At previous City Council hearings wherein the Agreement was extended, members of the public expressed appreciation that the City was working with County Energy Division staff, recognizing the County staff's energy planning expertise. Over the 12 years the City and County staff have been working together, the Energy Division has provided services related to permitting, environmental review, offshore leasing, and other oil and gas related matters, such as preparing the materials for the City's oil and gas web page and participating in the Carpinteria Systems Safety Review Group annual meeting. The proposed Agreement would continue these services for a new five-year term.

DISCUSSION

The opportunity to enter a new Agreement for a five-year period, with the option to extend the agreement at the consent of both parties benefits the City of Carpinteria in many ways. The Agreement provides ongoing services with long-term staff members at the Energy Division, provides access to other resources such as GIS mapping, leasing information, and model ordinances and permits that the County has developed and used over the years. In addition, given the County's long history with regulating energy development, particularly in the coastal zone, City staff is able to rely on this expertise in our work to regulate operations at the Carpinteria Processing Facility. Services described in the Agreement also include support for the City of Carpinteria Systems Safety Review Group annual meeting.

POLICY CONSISTENCY

Land Use Objectives and Policies

Policy LU-3k. *Prepare a study for the future reuse of the existing Carpinteria oil & gas plant and Bluffs Area 0. Future reuse of the Carpinteria oil & gas plant and Bluffs Area 0 shall incorporate public access, coastal recreation and open space/habitat restoration uses to the maximum extent feasible, and shall at minimum provide for vertical and lateral public access to and along the Coastal Trail.*

Objective S-6. *Minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from hazardous materials accidents at large industrial facilities, at facilities handling acutely hazardous materials, and along transportation corridors.*

Policy S-6c. *The City should consider the presence of large industrial facilities, facilities that handle acutely hazardous materials or pesticides, and railroad and utilities right-of-ways in land use planning.*

Entering an agreement with the County Energy Division for planning and permitting services related to oil and gas development provides the City with resources and expertise to address the issues raised by the objective and policies above.

FINANCIAL CONSIDERATIONS

Similar to the method in which the City works with the City Biologist and City Attorney, the City receives monthly invoices from the County for costs associated with review and processing of City projects or other consulting services when services are rendered. When these costs are specifically related to a private project (e.g., Paredon, Chevron Soil Remediation), they are included in the City's invoicing of project related charges to an applicant. Costs related to staff assistance on more global matters, such as writing ordinances, commenting on other agency documents or participating in offshore leasing or other energy related discussions, are paid out of the City's general fund budget. The proposed Agreement includes an updated fee schedule of the hourly rates for Energy Division staff. Since 2003, the City has paid approximately \$126,000 in invoices.

LEGAL

The City Attorney's Office has reviewed and approved the Agreement as to form, as was done by the County Counsel's Office. The agreement will be presented to the Board of Supervisors on June 23, 2015. Once signed by both entities, the Agreement will become effective.

OPTIONS

1. Approve the Agreement between the City and the County of Santa Barbara to provide Energy Division permitting and planning services to the City (staff recommendation).
2. Approve the Agreement with modifications (e.g., shorter term).
3. Receive staff report and agree not to enter into an Agreement for Energy Division services.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENT

Attachment A: Agreement to Provide Permitting and Planning Services Between the County of Santa Barbara and the City of Carpinteria

Staff Contact: Jackie Campbell, Community Development Director
684-5405 x451 / jackiec@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Agreement to Provide Permitting and Planning Services Between the County of Santa Barbara and the City of Carpinteria

THIS AGREEMENT is made this 23rd day of June 2015, by and between the City of Carpinteria, an incorporated city (hereafter CITY) and the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), wherein COUNTY agrees to provide and CITY agrees to pay for the services specified in the exhibits attached hereto and incorporated by reference.

WHEREAS, CITY has requested COUNTY to provide Energy planning services to CITY, as set forth more fully in the attached exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The designated representatives for CITY and COUNTY shall be set forth in the exhibits hereto. The listed representatives in each exhibit shall be for the purposes of administration of the services in that exhibit only. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the designated respective parties specified in each exhibit, in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by law.

3. SCOPE OF SERVICES.

A. COUNTY agrees to provide Energy planning services to CITY in accordance with Exhibit A attached hereto and incorporated herein by this reference. Additional services may be contracted for by the amendment of this paragraph to incorporate additional Exhibits by reference.

B. Both parties acknowledge their continuing need for separate legal advice as to the programs and projects to be administered hereunder. CITY shall consult with counsel as required to ensure that these programs and projects meet CITY's needs, protect CITY's interests and comply with applicable laws. CITY shall be solely responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

C. CITY shall undertake all processes required by law for the award of contracts for environmental documents and other services including but not limited to public bidding, and evaluation of consultants' qualification and competence. CITY acknowledges that this agreement does not obligate COUNTY to provide any legal advice whatsoever to CITY.

D. CITY acknowledges that it has requested that COUNTY provide no legal services to CITY and that when the COUNTY personnel acting in their capacity as contractors to the CITY require legal advice or approval of documents, it shall be the responsibility of CITY to provide that advice if requested in writing by the COUNTY. Any need for consultation or rendering of opinions by the City Attorney

will be arranged through the City Manager and COUNTY shall not be liable for any loss or damages which may accrue as a result of delay or failure in communication, whether between CITY and COUNTY or otherwise.

E. No obligation under this Agreement shall require performance of service by either party's personnel in violation of Federal or State law, including the Political Reform Act.

4. **TERM**

A. **Basic Term.** The term of this agreement shall commence June 23, 2015 and continue for a term of five (5) years, expiring June 23, 2020, unless sooner terminated pursuant to paragraph 10, below, or extended as described in Paragraph 4.B.

B. **Extended Term.** The term of this Agreement may be extended in accordance with Section 15, below for one five (5) year period if the COUNTY Planning & Development Director and the CITY Manager both determine to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to expiration.

5. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of the exhibit attached hereto and incorporated herein by reference.

6. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless the other party and to procure and maintain insurance in accordance with the provisions of Exhibit B, attached hereto and incorporated herein by reference.

7. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this contract that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor, and CITY and COUNTY each retain sole and independent liability for the actions of its employees.

8. **NONEXCLUSIVE AGREEMENT.** CITY acknowledges that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other agencies to provide the same or similar services.

9. **NONASSIGNMENT.** Neither CITY nor COUNTY shall assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **TERMINATION.** This Agreement may be terminated as follows:

A. **By COUNTY.** COUNTY may terminate this Agreement, by written notice to CITY, in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CITY to fulfill the obligations as set forth herein.

1. For Convenience. COUNTY may terminate this Agreement in whole or in part upon six (6) months' (182 days) written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. For Cause. Should COUNTY believe that CITY has defaulted in the performance of this Agreement or materially breached any of its provisions, COUNTY may notify CITY of such default or material breach. CITY shall have thirty (30) days to correct or amend such default or material breach, and if CITY fails to do so, COUNTY may, at COUNTY's sole option, terminate this Agreement in whole or in part by written notice, which shall be effective upon receipt by CITY.

B. By CITY. CITY may terminate this Agreement by written notice to COUNTY, in whole or in part at any time, whether for CITY's convenience or because of the failure of COUNTY to fulfill the obligations as set forth herein.

1. For Convenience. CITY may terminate this Agreement in whole or in part upon six (6) months' (182 days) written notice. COUNTY shall be entitled to payment for services rendered through the termination date including any prorated amount of compensation due hereunder less payments, if any, previously made.

2. For Cause. Should CITY believe that the COUNTY has defaulted in the performance of this Agreement or materially breached any of its provisions, CITY may notify COUNTY of such default or material breach. COUNTY shall have thirty (30) days to correct or amend such default or material breach, and if COUNTY fails to do so, CITY may, at CITY's sole option, terminate this Agreement in whole or in part by written notice, which shall be effective upon receipt by CITY.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination.

11. **SECTION HEADINGS.** The section headings, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

12. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY or CITY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

14. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY or CITY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY or CITY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or CITY.

15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement, along with its several exhibits and other documents incorporated herein by reference, contains the entire understanding and agreement of the parties and there have been no

promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

17. **COMPLIANCE WITH LAW.** COUNTY and CITY shall, each at its sole cost and expense, comply with all County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY or COUNTY in any action or proceeding against CITY or COUNTY, whether CITY or COUNTY is a party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and statute, shall be conclusive of the fact as between CITY and COUNTY.

18. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California.

19. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

20. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CITY and COUNTY each hereby warrant that they shall not have breached the terms or conditions of any other contract or agreement to which CITY or COUNTY may be obligated, which breach would have a material effect hereon.

21. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in this Agreement. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits or prior Amendments.

22. **REPRESENTATION BY COUNSEL.** The parties hereto acknowledge that both have been represented by counsel and have participated in the drafting of this agreement and that therefore no ambiguity or inconsistency in the wording of this agreement shall be construed to the detriment of either party because of their status as a drafter of this agreement.

23. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

COUNTY OF SANTA BARBARA

CITY OF CARPINTERIA

By: _____
JANET WOLF
Chair, Board of Supervisors

By: _____
GREGG A. CARTY
Mayor

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

FIDELA GARCIA
CITY CLERK

By: _____
Deputy Clerk
County of Santa Barbara

By: _____
Clerk
City of Carpinteria

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

PETER N. BROWN ON BEHALF OF
BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____
Deputy County Counsel
County of Santa Barbara

By: _____
Acting as City Attorney for the
City of Carpinteria

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Risk Manager
County of Santa Barbara

APPROVED AS TO FORM:
ROBERT GEIS
COUNTY AUDITOR-CONTROLLER

By: _____
Auditor-Controller
County of Santa Barbara

EXHIBIT A

1. **Designated Representative.** County Director of Planning and Development, or his/her designee, at (805) 568-2000 is the representative of the Santa Barbara County Planning and Development Department (hereafter "COUNTY") and will administer this Agreement for and on behalf of COUNTY. City Manager, or his/her designee, at (805) 684-5405, is the authorized representative for CITY and will administer this Agreement for and on behalf of CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **Notices.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY P&D

Director
Planning and Development
123 E. Anapamu Street
Santa Barbara, CA 93101

To CITY

City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

3. **Standard Services.**

A. **Service.** COUNTY shall deliver Energy Permitting and Planning services for oil and gas development, production, storage, transportation and processing related to onshore and offshore oil and gas operations. These services include: staff support for permitting and compliance for the Carpinteria Oil and Gas Plant Facility, for any other energy facility operated therein, for any other future energy project in the CITY's permit jurisdiction, for any demolition of energy facilities or reclamation of sites where energy facilities are or once were located, general code and permit compliance efforts, for briefings on leasing and for response to incidents as needed within the incorporated area of the CITY. Services also include participation on the County's Systems Safety Reliability Review Committee ("SSRRC") for safety review of projects for benefit of CITY as needed. For any CITY projects, SSRRC's role shall be solely one of advising and making recommendations to the appropriate CITY official, who shall make any and all decisions on the project.

B. **Compensation of County.** COUNTY will be reimbursed by CITY for all expenses incurred for providing the services described above. COUNTY will invoice CITY directly for all services on a monthly basis.

4. **General Provisions.**

A. **Initiation and Administration of Services.** CITY shall have authority to determine the scheduling and extent of services to be provided pursuant to this Agreement. However, COUNTY reserves its right to decline to provide specific services for cause or convenience, in which case it shall provide CITY with written notice within ten (10) working days of the CITY's request for said services. COUNTY shall provide CITY with an estimate of time and cost upon request to assist in the permit process and/or other services as described herein.

B. **Supervision.** Subject to the terms of this Agreement, COUNTY shall retain exclusive authority over the activities of its personnel and contractors working within the CITY. The planning,

organization, scheduling, direction, supervision, standards of performance, and disciplining of COUNTY personnel, and all other related matter incidental to the delivery of services to the CITY, shall be as determined by COUNTY. COUNTY shall give its professional attention and supervision to the fulfillment of all provisions of this Agreement by its personnel and shall be responsible for the timely performance of the services required by this Agreement.

C. **Mutual Cooperation.** To facilitate efficient and effective delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees, and CITY shall likewise have full cooperation and assistance from COUNTY, its officers, agents and employees.

D. **Staffing.** Except as otherwise agreed to by the parties or otherwise provided for in this Agreement, estimated staffing for the provision of services rendered under this Agreement for the term of this Agreement shall be as set forth in the following table:

STAFFING SCHEDULE		
Position	Approximate FTE	Approximate Hourly Rate
Deputy Director	0.05	\$102.97
Energy Specialist	0.15	\$94.96
Planner III	0.25	\$80.28
Planner II	0.10	\$61.51
Total	0.55	

In addition to the hourly rate, a percentage of indirect and overhead costs will be billed based on the number of hours worked. Staffing levels are estimates based on submitted and expected project applications and workload. Actual staffing levels will vary based on actual hours worked. Time is billed for actual hours worked. Hourly rates may be adjusted by COUNTY provided written notice is given to CITY a minimum of thirty (30) days in advance of any such adjustment becoming effective.

E. **Personnel.**

1) **Status of Employees.** All persons employed by COUNTY in the performance of services and functions for CITY pursuant to this Agreement shall remain COUNTY employees. Except as otherwise provided herein, no person employed by COUNTY shall have any rights to pension, civil services, or other status or rights from CITY by virtue of this Agreement and no person employed by CITY shall have any rights to pension, civil services, or other status or rights from COUNTY by virtue of this Agreement.

2) **No CITY Liability for Compensation.** CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnity to any COUNTY employee for injury or illness arising out of his or her employment with COUNTY.

3) **Orientation.** COUNTY shall provide personnel assigned to CITY, pursuant to the terms of this Agreement, with appropriate orientation regarding the special needs and circumstances of CITY.

F. **Maintenance of Records.** COUNTY shall keep reasonably detailed records showing the hours and classifications of the employees involved in performing services under this Agreement. Such records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law, and shall be available to CITY for inspection during COUNTY regular business hours and after reasonable prior notice to COUNTY. Copies of such records shall be provided to CITY upon request by authorized CITY staff.

G. **Final Decision-Making Responsibility.** The final responsibility and final Authority on all decisions concerning any project, for which CITY is the authority, or lead agency for environmental review purposes, lies in the sole discretion of CITY.

H. **COUNTY Duty to CITY.** COUNTY understands and agrees that its responsibility to provide all services, tasks and duties under this Agreement is owed solely to CITY and that its accountability under this Agreement shall likewise be solely to CITY and not to any third party.

I. **Reports, Maps and Documents.** All reports, studies, exhibits, maps, agreements, data and other work, materials and documents prepared or used to prepare COUNTY's work product under this Agreement shall be the property of CITY and shall be turned over to CITY upon completion or termination of this Agreement. CITY may use, duplicate, disclose or disseminate, in whole or in part, in any manner it deems appropriate, COUNTY's work product.

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Exhibit B

Indemnification and Insurance Requirements

1. Indemnification

A. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CITY'S agent.

C. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

D. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during the term of this Agreement.

E. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. Insurance

A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this Agreement will be covered by COUNTY's self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole

discretion to purchase a workers' Compensation policy at any time during the term of this Agreement and any extension thereof.

B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CITY shall maintain insurance against claims for liability and property damage in an amount of not less than two million dollars (\$2,000,000), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CITY. The parties shall maintain such insurance coverage in full force and effect during the term of this Agreement and any extension thereof.

C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except after at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this Agreement.

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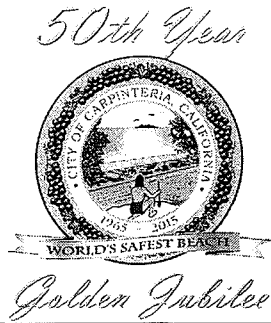
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City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Urban County Partnership Cooperation Agreement for the Community Development Block Grant (CDBG) Program for three federal fiscal years (2016 – 2018)

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that the Council continue the City's participation in the Urban County Partnership.

Motion: I move to renew the City's participation in the Urban County Partnership as it relates to Community Development Block Grant (CDBG) Urban County Partnership for three federal fiscal years (2016 – 2018).

BACKGROUND

In 2006, the Carpinteria City Council unanimously voted to enter 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 funds beginning in the 2007 Federal Fiscal Year. The City has participated and received funding under the CDBG Program continuously since that time by renewing the Urban County Partnership Agreement for each subsequent three-year period. The term of the current agreement is set to expire in September 2016, though the federal Housing and Urban Development Department (HUD) requires notification by July 2015 that the Agreement will be renewed. Each member city's participation is also being renewed at this time. The other member cities include Buellton, Solvang and Lompoc. Santa Barbara, Goleta and Santa Maria run their own CDBG programs outside of the Urban County Partnership.

Examples of CDBG funding over the program years include reservations to Peoples' Self Help Housing for Dahlia Court Phase II and Casas de Las Flores Apartments and urgent maintenance that was needed at Chapel Court. Social Services grants have also been awarded from the CDBG program to Peoples' Youth Education and Enhancement Program and homeless prevention efforts, the Carpinteria Boys and Girls Club, Girls Inc. and others.

DISCUSSION

The Community Development Block Grant regulations provide that cities and smaller communities within a metropolitan area not qualifying on their own as metropolitan cities may join the County in an Urban County and become part of a more comprehensive countywide effort to support affordable housing. As a member of the CDBG Urban County, which also includes the cities of Buellton and Solvang, Carpinteria also participates in the Santa Barbara HOME Consortium, which additionally includes the cities of Goleta and Santa Maria. The Urban County is concurrently revising and renewing the HOME Agreement which requires execution by the Urban County members (see associated agenda item for HOME Agreement).

As lead entity of the Urban County, the County of Santa Barbara is responsible for analyzing needs, setting objectives, and developing community development and housing assistance plans. This includes preparation of annual reports such as the Consolidated Plan, the Action Plan and the Comprehensive Annual Performance Report (CAPER). The County is also responsible to prepare Cash and Management Information System reports. All reports are reviewed in draft form by Urban County member cities' staff before action by the County for submittal to HUD. The City is responsible for affirmatively furthering fair housing within the City and is not allowed to participate in any other CDBG program while a member of the Urban County. Additionally, the City must assist the County in preparing the community development plan and comply in all respects with plans and programs developed for implementation of the Urban County.

CDBG funds are allocated pursuant to a formula adopted by HUD that relies on the most recent census data to distribute available funding based on population. Total CDBG funding available for allocation can vary from year to year and has been trending downward in recent years. The following table shows the current allocation percentages by participating jurisdiction.

2013 ACS Five-Year Population Estimate	CDBG Urban County	CDBG Urban County Population Percentage
134,865	Santa Barbara County - unincorporated	85.24%
4,862	City of Buellton	3.07%
13,184	City of Carpinteria	8.33%
5,298	City of Solvang	3.35%
158,209	Sub-Total CDBG Urban County	100.00%

The term of the proposed agreement covers federal fiscal years 2016 - 2018, commencing on October 1, 2015 and ending on September 30, 2019. Once approved by all member agencies, HUD will review and certify the Agreement to ensure compliance with all HUD requirements.

POLICY CONSISTENCY

Carpinteria's 2015 – 2023 Housing Element sets out goals and policies to assist in the development of low and moderate-income housing. The goals that the City has given priority to and which meet the criteria set forth by HUD in the use of CDBG funds are listed below.

- Attain a housing supply that meets a variety of housing needs.
- Attain a housing supply that meets the needs of low and moderate-income households.
- Attain a housing supply that meets the needs of special population groups.

These goals can be attained through the implementation of policies identified in the Housing Element which were specifically adopted to fulfill these goals.

- CDBG Rehabilitation: *Allocate CDBG funds to multi-family rehabilitation programs and retrofitting of existing housing.*
- Public Services and Facilities: *Ensure that public services and facilities have the capacity to support the need for the new residential development allocated to the City by the RHNA Plan.*
- Suitable Housing Unit Sizes: *Provide for a range in the number of bedrooms in assisted housing developments so as to help meet the needs of various household types and special needs populations.*
- Acquisition and Rehabilitation of Rental Housing: *Work with non-profit sponsors to acquire and rehabilitate rental housing units in order to maintain long-term affordability of the units. This will include, but not be limited, to: (a) technical support needed to obtain funding commitments from county, state and/or federal programs; (b) assistance in permit processing; (c) possible deferral, reduction or waiver of City fees; and (d) contribution of City housing funds, if available.*
- Shelter for the Homeless: *Support countywide programs to provide for a continuum of care for the homeless including emergency shelter, transitional housing, supportive housing and permanent housing. Allocate CDBG funds to agencies assisting homeless persons and families to meet shelter and non-shelter needs.*

All of these policies are considered in the City's deliberations on how to allocate its funds through the CDBG Program.

FINANCIAL CONSIDERATIONS

Participation in the Urban County Partnership provides the City with funds that assist in the financing of various projects and other qualifying City programs. The County reserves 20% of funds received for general administration and 15% of all future program income earned. Overall, the program results in a net positive financial benefit to the City in achieving its goals for providing safe and adequate housing for all residents. Last year, the City received an allocation of approximately \$15,000 for public services grants and approximately \$65,000 for capital projects. In past years, the City has also received a share of the County's CDBG funds that supported both Dahlia Court Phase II and Casas de las Flores Apartments to assist Peoples'

Self-Help Housing in financing those projects. With a renewed Agreement for the next three federal fiscal years, Carpinteria will continue to receive CDBG funds for various activities directed toward revitalizing neighborhoods and improving community facilities and services. Without the Urban County Partnership, the City would not qualify to receive CDBG funding on its own.

The tables below show the total allocation to the Urban County Partnership for program year 2015 – 16 for both public services and capital projects.

Public Services 2015 Allocation		
County	63.39%	\$143,744
Buellton	2.40%	\$ 5,442
Carpinteria	6.57%	\$ 14,895
Lompoc	25.00%	\$ 56,688
Solvang	2.64%	\$ 5,982
Total		\$226,751

Capital Projects 2015 Allocation		
County	63.39%	\$622,892
Buellton	2.40%	\$ 23,581
Carpinteria	6.57%	\$ 64,545
Lompoc	25.00%	\$245,647
Solvang	2.64%	\$ 25,922
Total		\$982,587

LEGAL

The City Attorney's office and the Office of County Counsel have both reviewed and approved the attached Agreement. The Agreement covers the County and City's participation in the federal CDBG Program.

If the City Council approves the continued participation in the Urban County Partnership, no action need be taken. However, if the City were to choose not to continue participation, a letter notifying the County and HUD of the City's intent to terminate its Agreement must be transmitted in writing. The Agreement is set for hearing by the County Board of Supervisors on June 23, 2015.

OPTIONS

The Council could choose not to participate in the Urban County and not receive CDBG funds.

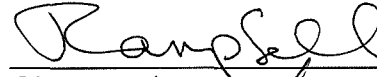
PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

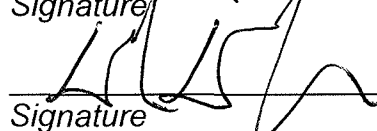
Attachment A Cooperation Agreement for Urban County

Staff contact: Jackie Campbell, Community Development Director
(805) 684-5405 x451 / jackiec@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

**COOPERATION AGREEMENT BETWEEN THE COUNTY OF
SANTA BARBARA AND THE CITY OF CARPINTERIA FOR
PARTICIPATION IN THE SANTA BARBARA URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM FOR
THREE FEDERAL FISCAL YEARS (2016-2018)**

This Cooperation Agreement ("Agreement") for participation in the Santa Barbara CDBG Urban County ("Urban County") is made and entered into this ____ day of _____ 2015, by and between the County of Santa Barbara, a subdivision of the State of California, ("COUNTY"), and the City of Carpinteria, a municipal corporation within COUNTY ("CITY").

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG regulations allow contiguous units of general government to join together to qualify as an urban county; and,

WHEREAS, the Community Development Block Grant Regulations issued pursuant to the Act provide that qualified urban counties must submit an application to the U.S. Department of Housing and Urban Development ("HUD") for funds, and that cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said application and thereby become a part of a more comprehensive countywide effort; and

WHEREAS, the COUNTY and the CITY have participated in the HOME Consortium Program since 1994, the Santa Barbara Urban County Program since 2007, and the Emergency Solutions Grant (formerly Emergency Shelter Grant) Program since 2008; and

WHEREAS, 24 CFR 570.307(a) sets forth requirements for the qualifying and requalifying of counties for the CDBG Urban County program, and that the current three- (3) year cycle is set to expire in June 2016 and that a new Agreement for Program Years 2016-2018 for Fiscal Years 2016-17, 2017-18, and 2018-19 must be executed and submitted to HUD by the deadline of July 2015; and

WHEREAS, as a member of the CDBG Urban County, which includes the cities of Buellton, Carpinteria and Solvang, the CITY also agrees to participate in the Santa Barbara HOME Consortium, which includes the cities of Goleta and Santa Maria, since the Urban County is a member of the HOME Consortium and the Emergency Solutions Grant (ESG) Program, as the Urban County receives funding under the ESG program; and

WHEREAS, the Urban County is concurrently revising and renewing the HOME Agreement which requires execution by the Urban County; and

WHEREAS, HUD will review and certify this Agreement in order to assure compliance with HUD requirements; and,

WHEREAS, COUNTY has complied with all requirements for Counties seeking entitlement status under the CDBG program; and

WHEREAS, as the urban county applicant, the COUNTY must take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

The above recitals are true and correct.

This Agreement covers the COUNTY and CITY'S participation in the federal CDBG Program, and supersedes and replaces prior Urban County Agreements.

The COUNTY shall apply to HUD pursuant to 24 CFR 570.307(a) for a renewal of its designation as an urban county as that term is defined in 42 U.S.C.A. Sec. 5302 (a) (6) (A) ("Urban County").

The COUNTY shall have the authority to undertake or assist in accepting CDBG funding as an Urban County and undertaking eligible community development activities for the next three Federal Fiscal Years (2016-2018), funded from the CDBG program and from any CDBG program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

2. TERM AND AUTOMATIC RENEWAL

The term of this Agreement shall be the COUNTY CDBG Urban County qualification period of the federal fiscal years 2016-2018, commencing on October 1, 2015 and ending on September 30, 2019 which overlaps with Program Years 2016-17, 2017-18, 2018-19, commencing on July 1, 2016 and ending on June 30, 2019, unless an earlier date of termination is fixed by HUD, pursuant to the Act. Notwithstanding the above, if there are activities undertaken pursuant to this Agreement that are not yet completed or funded, then for the purpose of those activities only, this AGREEMENT shall remain in effect until all CDBG funds received pursuant to this AGREEMENT, and any program income received with respect to activities carried out pursuant to this Agreement, are expended, and the funded activities are completed.

Process

COUNTY will notify CITY no later than May of the renewal year, or in accordance with the applicable Community Planning and Development (CPD) notice pertaining to Urban County qualification, of its right to be excluded from the Urban County prior to the start of a successive three-year term. CITY will have until June of the renewal year, or in accordance with the applicable CPD notice pertaining to Urban County qualification, to notify COUNTY and the HUD Field Office of its decision to cease participating in the Urban County. The specific dates for these deadlines will be based on the most recent HUD CPD notice. The dates specified in the most recent HUD CPD notice will supersede timelines and dates described in this Agreement.

In addition, this Agreement automatically renews to new consecutive three-year terms unless CITY provides written notice to COUNTY at least 30 days prior to the end of the term ending June 30, 2019 that CITY elects not to participate in a new qualification period.

The Parties agree to adopt amendments to this Agreement incorporating any changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to a subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations. Failure to adopt amendments incorporating changes necessary to meet HUD requirements shall result in the automatic renewal provisions being voided.

3. PREPARATION OF CDBG APPLICATION

The parties agree that CITY shall be included in the application COUNTY shall submit to HUD for Title I Housing and Community Development Block Grant funds under the Act.

COUNTY shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to maintain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. Further, COUNTY shall, as applicant, be responsible for holding public hearings and preparing and submitting the CDBG funding application and supporting materials in a timely and thorough manner, as required by the Act and the federal regulations established by HUD to secure entitlement grant funding.

CITY shall assist COUNTY by preparing a community development plan, for the period of this Agreement, which identifies community development and housing needs, projects and programs for the CITY; and specifies both short- and long-term CITY objectives, consistent with requirements of the Act. COUNTY agrees to: (1) include the CITY plan in the program application, and (2) include CITY's desired housing and community development objectives, policies, programs, projects and plans as submitted by CITY in

COUNTY's consolidated plan.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final community development plans and programs, which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

5. COMPLIANCE WITH ACT AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of the Act and its regulations in undertaking all acts under this Agreement, and shall take all actions necessary to meet the requirements of other applicable laws including the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Fair Housing Act and affirmatively furthering fair housing, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11888, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 109 of Title I of the Act, Section 104(b) of Title I of the Act as amended, the Americans with Disabilities Act of 1990, and other applicable federal laws.

CITY agrees CDBG funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

6. PROHIBITION ON CITY APPLICATION TO OTHER CDBG PROGRAM

By executing this Agreement, CITY understands and agrees it may not apply for grants from appropriations under the Small Cities or State CDBG Programs during the period in which the City participates in the Urban County's CDBG program.

7. POLICIES

COUNTY and CITY have adopted and are enforcing policies prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. DISTRIBUTION OF FUNDS

CDBG funds will be suballocated by COUNTY to CITY pursuant to a pro rata distribution based on the most current census data. Upon allocation, CITY may distribute funds at its discretion subject to all applicable CDBG rules and regulations.

2013 ACS Five-Year Population Estimate	CDBG Urban County	CDBG Urban County Population Percentage
134,865	Santa Barbara County - unincorporated	85.24%
4,862	City of Buellton	3.07%
13,184	City of Carpinteria	8.33%
5,298	City of Solvang	3.35%
158,209	Sub-Total CDBG Urban County	100.00%

9. METHOD OF DISTRIBUTION

- a. On or about November of each year, the COUNTY will issue a Notice of Funding Availability (NOFA) for Community Development Block Grant (CDBG) funds for public services, capital and other eligible projects. CITY may issue its own NOFA to solicit applications for CITY's suballocation of CDBG funds. COUNTY may also issue an 'off-cycle' NOFA at any time throughout the year. The COUNTY NOFA will describe the process to apply for CDBG funds, including applications for funding from the pro rata shares of the cities of Carpinteria, Solvang and Buellton, should the cities choose not to issue their own NOFA. The COUNTY's CDBG application requires applicants to identify which jurisdiction's(') funding is requested.
- b. Applicants of eligible projects that are located within the jurisdiction of CITY may apply to COUNTY for additional CDBG funds from the remaining COUNTY allocation. CITY also may contribute all or a portion of its own suballocation to these eligible projects.
- c. COUNTY is responsible for directing the NOFA process and ensuring CDBG eligibility of projects submitted for funding consideration. Project funding requests from applicants for CITY's suballocation must include a letter of support from CITY. COUNTY will review all applications submitted for eligibility. On or about February of each year, COUNTY will convene various steering and technical advisory committees to advise COUNTY on the use of CDBG Urban County funds. COUNTY will take funding recommendations to the County Board of Supervisors for consideration and final funding decisions on the use of the unincorporated COUNTY'S allocation of funds.
- d. Applications approved by the BOS will be included in the draft Annual Action Plan which will be posted for public comment for 30 days. CITY's approved applications will be included in the Action Plan. The NOFA will contain a calendar (NOFA calendar) to assisting in meeting deadlines for the submission of the Action Plan to HUD. CITY agrees to have its proposed projects approved by its City Council before the start of the 30-day comment period listed in the NOFA calendar.

- e. Prior to the disbursement of any CDBG funds to a project or to CITY for eligible program costs, COUNTY and CITY will execute a subrecipient agreement, pursuant to CDBG regulations at 24 CFR 570.501(b) and 570.503. COUNTY will execute a subrecipient agreement with a contractor or subrecipient if CITY will not directly administer the project.
- f. HUD will hold the County responsible for any violation of the CDBG regulations at 24 CFR 570.501 and 570.906, therefore the subrecipient agreement between COUNTY and CITY will contain provisions that enable COUNTY to recover from CITY any funds expended in violation of CDBG regulations.

10. Method of Redistribution

- a. At least thirty days (30) days prior to the date that COUNTY issues the annual NOFA for CDBG funds (on or about November) for the upcoming program year (July – June), COUNTY will notify CITY of the date that COUNTY will issue the NOFA. At least ten (10) days prior to the NOFA issue date, CITY must notify COUNTY if it plans to use all or a portion of its upcoming program year suballocation for eligible projects to be identified by CITY, or if CITY will issue its own NOFA to solicit applications for CITY's suballocation of CDBG funds. If CITY does not notify COUNTY of CITY's planned use of CDBG funds at least ten (10) days prior to the date that the NOFA will be issued, then CITY's funds will be included in COUNTY's pro rata allocation amount and be made available to projects which apply for COUNTY funds. CITY agrees that it will forego the ability to identify uses of CDBG funds for the upcoming program year.
- b. On or before the application deadline published in the NOFA, CITY must identify proposed projects for the use of all or a portion of CITY's suballocation of funds; unless CITY's funds were included in COUNTY's pro rata allocation amount in accordance with subsection a. of this section. CITY agrees to work with COUNTY to get CITY's proposed projects approved through CITY's City Council process in time to be included in the draft Urban County Action Plan and approved by the County Board of Supervisors for the upcoming program year.
- c. In the interest of fair share allocations and broad county-wide use of funds, an eligible project identified by a member CITY that did not receive allocation awards in the previous three-year cycle shall be given funding priority in the current cycle. This funding priority will consist of a minimum level of funding from the County's pro rata allocation equal to the share of unspent funds turned back into the CDBG pool in the prior years. This provision does not apply to the use of CDBG funds for public service projects.
- d. The three-year cycle in paragraph c. presumes the member CITY participated in the previous three-year cycle in order to be given funding priority in the current three-year cycle.

- e. When considering funding of projects, consideration shall be given to project readiness, the number of persons served, Consolidated Plan priority and urgency of project. COUNTY shall be responsible for tracking unspent funds returned to the CDBG funding pool, and prior year's projects and associated funding amounts.
- f. Projects funded with CDBG funds must be reasonably expected to be completed within one year and the expenditure of CDBG funds must meet the CDBG expenditure requirements set forth in 24 CFR 570.902 (a), which states, in part, that HUD will find COUNTY to be failing to carry out its CDBG activities if sixty (60) days prior to the end of the grantee's current program year, the amount of CDBG funds available to the recipient under grant agreements but undisbursed by the U.S. Treasury is more than 1.5 times the CDBG funding amount for its current program year.
- g. COUNTY as Lead Entity of the Urban County reserves the right to determine CDBG eligibility of proposed projects and to reallocate uncommitted funds, or funds committed to projects that are not satisfactorily progressing pursuant to program requirements, to other eligible projects in order to meet CDBG program deadlines and requirements.

11. OTHER REQUIREMENTS

- a. The Urban County is a member of the Santa Barbara County HOME Consortium. As a member of the Urban County, CITY may only receive a suballocation of HOME funds under the HOME Consortium. If the Urban County does not receive a HOME formula allocation, CITY cannot form a HOME Consortium with other local governments. This does not preclude CITY from applying to the State for HOME funds, if the state allows.
- b. COUNTY is authorized to execute a HOME Consortium Agreement on behalf of the Urban County (as specified in CPD Notice CPD 13-002, page 1, section II. A. (1)). COUNTY is authorized to execute an ESG agreement on behalf of the Urban County.
- c. City may receive a formula allocation under the ESG Program only through the Urban County. This does not preclude CITY from applying to the state for ESG funds, if the state allows it.
- d. Pursuant to the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub.L. 113-76, CITY may not sell, trade or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, Indian tribe or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Act.

12. DISPOSITION OF PROGRAM INCOME

- a. COUNTY shall retain any income generated by the expenditure of CDBG funds received by CITY under this Agreement and such income shall be used only for eligible activities selected by CITY in accordance with all applicable CDBG requirements and regulations. Consistent with CDBG regulations, the COUNTY reserves the right to use twenty percent (20%) of all CDBG program income earned in the program year for General Administration, and fifteen percent (15%) of all program income earned in the prior year for Public Services.
- b. Any income generated from the disposition or transfer of real property acquired and/or improved with CDBG funds prior to any close out or change of status shall be treated as program income. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income.
- c. In the event of CDBG close-out or the non-participation of CITY under the CDBG program, any unexpended CDBG program income generated from CITY-awarded CDBG activities pursuant to this Agreement, shall be the property of COUNTY. Any CDBG program income generated from the disposition or transfer of real property acquired or improved with CDBG funds prior to any such close-out or change of status shall be treated the same as CDBG program income.

13. ADMINISTRATION OF PROGRAM

- a. COUNTY shall have the responsibility of administering the CDBG program including but not limited to preparation of plans to be submitted to HUD, issuance of notices, requests for project submittals, evaluation, administration and monitoring of projects, tracking and receiving program income and reporting to HUD. COUNTY is, to the greatest extent permissible by law and regulations, responsible for compliance with the National Environmental Protection Act (NEPA) and for all required noticing and documentation for projects funded under this Agreement. The COUNTY is not responsible for compliance with the California Environmental Quality Act (CEQA) for projects undertaken in CITY.
- b. COUNTY will retain up to twenty percent (20%) of the Urban County annual allocation, prior to the calculation of the allocation formula at Section 8 is applied, to cover COUNTY costs to administer the CDBG Program, as permitted by HUD regulations.
- c. COUNTY will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan and the Comprehensive Annual Performance Report (CAPER), and Cash and Management Information System reports. COUNTY and CITY will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by applicable laws and regulations.

- d. COUNTY agrees to abide by program administrative costs parameters stated in 24 CFR 570.206.
- e. CITY agrees to act in good faith and with due diligence in performance of CITY obligations and responsibilities under this Agreement and under all subrecipient agreements. CITY further agrees that it shall fully cooperate with COUNTY in all things required and appropriate to comply with the provisions of any grant agreement received by COUNTY pursuant to the Act and its Regulations.

14. CITY AWARD OF CDBG FUNDS

CITY maintains sole authority over the selection of CDBG-eligible activities awarded funds from the formula allocation pursuant to this AGREEMENT.

15. DISPOSITION OF REAL PROPERTY

- a. The provisions of this paragraph set forth the standards and rules that shall apply to real property acquired or improved in whole or in part using CDBG funds received by CITY pursuant to this Agreement. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or otherwise transferred to a use that does not qualify for funding under CDBG laws and regulations.
- b. CITY is to include 'change in use' requirements in 24 CFR 570.505 in its agreements executed with CITY's subrecipients. Subrecipients must adhere to the change of use requirements, which includes a provision that the project improved with CDBG funds meet a CDBG national objective for five (5) years after closeout of the Urban County's participation in the CDBG program or, with respect to other recipients, until five (5) years after the close-out of the grant from which the assistance to the property was provided.

16. CONTINUATION OF BENEFITS OF THIS AGREEMENT

Notwithstanding the above, for any future year, in no event shall COUNTY be obligated to distribute more funds to CITY under this Agreement than COUNTY receives for a given fiscal year under the CDBG Program. If HUD or another federal agency does not award CDBG funds to COUNTY, COUNTY will not award CDBG funds to CITY.

17. EFFECTIVE DATES

This Agreement shall be effective for all purposes when this Agreement and like agreements have been executed by COUNTY and CITY, properly submitted to HUD,

the grantor, by the designated deadline, and approved by HUD.

18. INDEMNIFICATION

a. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

b. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

19. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503. COUNTY and CITY will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute said written agreement with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

20. NOTIFICATION

Any and all notices, writings, correspondences, etc., sent pursuant to this Agreement shall be directed to CITY and COUNTY as follows:

CITY

COUNTY

City of Carpinteria
CDBG Program Coordinator
5775 Carpinteria Avenue
Carpinteria, CA 93013

Housing and Community Development Div.
Deputy Director
123 E. Anapamu Street, 2nd floor
Santa Barbara, CA 93101

21. AGREEMENT NOT APPLICABLE TO OTHER FUNDS

This Agreement applies only to those funds received under the CDBG Program and program income generated by CDBG funds, the HOME Program and the ESG Program. This Agreement does not apply to or control funds other than those described in this paragraph.

22. RECORDS

CITY and COUNTY shall maintain, on a current basis, complete records, including but not limited to contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this Agreement in accordance with CDBG regulations. To the extent permitted by law, COUNTY and CITY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this Agreement.

HUD specifies record retention requirements in 24 CFR 85.42 as modified by 570.502(a) (16), 24 CFR 84.53(b) as modified by 570.502(b) (3) (ix) (A) and (B). Records are to be retained for four years from the date of submission of the COUNTY's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four-year period, whichever is longer.

23. NONDISCRIMINATION

CITY shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE CITY OF CARPINTERIA - CDBG URBAN COUNTY PROGRAM
FEDERAL FISCAL YEARS 2016-2018

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on
the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
Janet Wolf
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

By: _____
Renée E. Bahl
Interim Community Services Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Manager

COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE CITY OF CARPINTERIA - CDBG URBAN COUNTY PROGRAM
FEDERAL FISCAL YEARS 2016-2018

CITY OF CARPINTERIA

By: _____
Dave Durflinger
City Manager

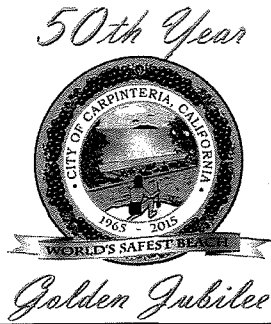
Dated: _____

APPROVED AS TO FORM

Peter N. Brown, on behalf of
Brownstein, Hyatt, Farber, Schreck, LLP
Acting as City Attorney for the City of Carpinteria

Dated: _____

5/15/2015 10:01 AM



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Cooperation Agreement for the Santa Barbara County HOME Consortium for three federal fiscal years (2016 – 2018)

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that the Council continue the City's participation in the HOME Consortium.

Motion: I move to authorize the City Manager to sign the Cooperation Agreement for the Santa Barbara County HOME Consortium for federal fiscal years 2016 – 2018.

BACKGROUND

Since 1994, the City has participated in the Santa Barbara County HOME Consortium. By participating in the Consortium, the City is eligible to receive funding to support affordable housing development. Goals for the 2015 - 2020 operating period as identified in the County's Consolidated Plan are as follows:

Goal No 1—Expand affordable housing: *The purpose of this goal is to increase the affordability, availability, accessibility and sustainability of renter and owner-occupied housing units.*

Goal No 2—Assist non-homeless special needs populations: *This goal consists of activities to help non-homeless persons with special needs access needed supportive services and facilities, as well as to provide affordable and accessible housing.*

Goal No 3—Build community infrastructure and service capacity: *This goal strives to improve neighborhood infrastructure and access to basic services for low income and special needs populations.*

Goal No 4—Assist homeless individuals/families and those at-risk of homelessness with emergency and permanent housing and services: *This goal includes activities targeted to persons and families experiencing and at-risk of homelessness.*

Goal No 5—Promote economic development: *This goal includes activities that create or retain jobs, foster entrepreneurship and increase access to employment centers, particularly for low and moderate income persons.*

Past HOME fund allocations have been used in Carpinteria for Dahlia Court and Casas de las Flores, two apartment developments sponsored by Peoples' Self-Help Housing that provide rental units affordable to low and very-low income households.

DISCUSSION

The term of the proposed agreement covers federal fiscal years 2016 - 2018, commencing on October 1, 2016 and ending on September 30, 2019. Once approved by all member agencies, HUD will review and certify the Agreement to ensure compliance with all HUD requirements.

Applications for HOME funds are reviewed by the HOME Steering Committee, made up of land use planning/housing representatives from each of the agencies participating in the Consortium: Buellton, Carpinteria, Goleta, Lompoc, Santa Maria, Solvang and the County. As applications are received, the Steering Committee convenes and discusses how the projects or programs address the goals established in the Consolidated Plan and listed above. The recommendations from the Steering Committee are presented to the County's Capital Loan Committee, which serves as a technical advisory committee to County HCD and reviews all projects prior the commitment of HOME funding thereto. After review by the Loan Committee, the Board of Supervisors takes final action on the ultimate allocation of funding for the Consortium based on the recommendations from the HOME Steering Committee and the Capital Loan Committee¹. Funds must be reserved within five years of becoming available to the Consortium and must be allocated within two years. In this way, the County and the cities are able to direct larger sums of money to individual projects over time, considering project readiness, number of housing units produced or number of individuals served, geographic distribution of funds and urgency of the project.

The Consortium was recently approached by Habitat for Humanity, requesting HOME funds to support development of a three-unit affordable "sweat equity" condominium development on Sawyer Avenue. Since the time that funds were allocated to the Peoples' Self-Help developments in Carpinteria, other HOME funds were awarded in Solvang and Buellton, for development of affordable senior housing units in each of those cities. Santa Maria and Lompoc have both also received and spent funding on projects and a tenant-based rental assistance program. Therefore,

¹ The Capital Loan Committee includes as voting members: Dale Fathe-Aazam, Architect/Engineer, Jennifer McGovern, North County Lender, Clyde Freeman, South County Lender, Skip Szymanski, City of Santa Barbara Public Housing Agency, Theo Fallati, Auditor-Controller's Office, Jennifer Christensen, Treasurer-Tax Collector's Office; non-voting members include Detlev Peikert, Architect, John Polansky, County Housing Authority and Jon Peterson, Non-Profit Housing Provider.

the timing on the Habitat project may be very good for funds to be directed toward that development if no other projects are ready to request funding in the next year or so.

POLICY CONSISTENCY

Carpinteria's 2015 – 2023 Housing Element sets out goals and policies to assist in the development of low and moderate-income housing, including the following.

- *Attain additions to the housing supply that meet the housing needs of all economic segments.*
- *Attain a housing supply that meets a variety of housing needs.*
- *Attain a housing supply that meets the needs of extremely-low-, very-low-, low- and moderate-income households.*
- *Attain a housing supply that meets the needs of special population groups.*
- *Maintain the affordability of existing and future affordable housing developments.*
- *Maintenance and Repair:* Promote the maintenance and repair of owner-occupied and rental housing to prevent deterioration within the City.
- *Housing Rehabilitation:* Facilitate the rehabilitation of substandard and deteriorated housing where feasible.
- *Housing Replacement:* Where possible, promote the removal and replacement of those substandard units that cannot be rehabilitated.

All of these goals are considered in the City's deliberations on how to allocate its funds through the HOME Program and are in keeping with the goals identified in the Consolidated Plan. Therefore, the City's participation in the HOME program is consistent with the Housing Element of the City's General Plan.

FINANCIAL CONSIDERATIONS

Participation in the HOME Consortium provides the City with funds that assist in the financing of various projects and other qualifying City programs. The County reserves 10% of funds received for general administration. Overall, the program results in a net positive financial benefit to the City in achieving its goals for providing safe and adequate housing for all residents. In past years, the City also received a share of the County's HOME funds and HOME funds that were not used by other participating cities (e.g, Solvang and Buellton) that supported both Dahlia Court Phase II and Casas de las Flores Apartments.

With a renewed Consortium Agreement for the next three federal fiscal years, Carpinteria will continue to receive HOME funds for affordable housing support activities, including acquisition, rehabilitation and construction of affordable housing, tenant-based rental assistance and homebuyer assistance programs. Ten percent (10%) of HOME funds are used by the County to cover the cost to administer the HOME program. Without the HOME Consortium, the City would have to compete for state HOME funds. The outcome of any competitive grant or loan

program is highly uncertain within California. Therefore, the Council has selected to participate in the federal HOME program to guarantee funds for affordable housing in the region, and specifically in Carpinteria through allocations recommended by the HOME Steering Committee.

In the 2014 – 15 federal fiscal year, the City was eligible for approximately \$25,000 in HOME funds as shown in the table below. The funds are distributed among the Consortium members based on a formula of the member city's population, instances of overcrowding and number of families living in poverty. All funds are dispersed by the County after receiving input from the Consortium members through the Steering Committee. However, given the significant costs associated with housing programs and housing development, the Consortium, through the recommendations of the Steering Committee and the Loan Committee, makes recommendations to use the overall HOME funding amount allocated to the County in the way that best serves to meet the goals of the Consortium as set forth in the Consolidated Plan.

2015 HOME Distribution to Consortium Member Cities

County	39.44%	\$70,187	\$249,137
Buellton	1.42%		\$8,970
Carpinteria	3.97%		\$25,078
Goleta	8.79%		\$55,525
Lompoc	13.35%		\$84,330
Santa Maria	31.52%		\$199,107
Solvang	1.51%		\$9,538
Total	100.00%	\$70,187	\$631,686

LEGAL

The City Attorney's office and the Office of County Counsel have both reviewed and approved the attached Agreement. The Agreement covers the County and City's participation in the federal Home Consortium.

If the City Council approves the continued participation in the Urban County Partnership, no action need be taken. However, if the City were to choose not to continue participation, a letter notifying the County and HUD of the City's intent to terminate its Agreement must be transmitted in writing.

The Agreement is set for hearing by the County Board of Supervisors on June 23, 2015.

OPTIONS

The Council could choose not to participate in the Urban County and not receive CDBG funds.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A Cooperation Agreement for Urban County

Staff contact: Jackie Campbell, Community Development Director
(805) 684-5405 x451 / jackiec@ci.carpinteria.ca.us


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

COOPERATION AGREEMENT FOR THE SANTA BARBARA HOME CONSORTIUM

This Agreement is entered into by and between the Cities of Goleta and Santa Maria (hereinafter collectively referred to as "CITIES" and individually CITY) and the County of Santa Barbara (COUNTY), acting as the "Lead Entity" for the Santa Barbara County Urban County, which consists of the County of Santa Barbara, and the cities of Buellton, Solvang and Carpinteria (URBAN COUNTY CITIES), whereby CITIES, COUNTY and URBAN COUNTY CITIES are "Consortium Members," this agreement being effective as of _____, 2015.

WITNESSETH:

WHEREAS, there has been enacted into law the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (HOME), the primary objective of which is to increase the supply of decent affordable housing to low- and very low-income Americans; and

WHEREAS, 24 CFR 92.101 provides direction under the HOME Program which authorizes contiguous units of general government to join together in a consortium; and

WHEREAS, 24 CFR 570.3(3) defines an Urban County under 102(a)(2) of title I of the Housing and Community Development act of 1974 as amended (42 U.S.C. 5301 et seq.) ('Act'), and the COUNTY and the cities of Buellton, Solvang, and Carpinteria have joined to form an Urban County to receive federal entitlement funds under the Community Development Block Grant (CDBG) Program and the Emergency Solutions Grant (ESG) Program; and

WHEREAS, since 1994 the CITIES, the COUNTY, and the URBAN COUNTY CITIES have participated in the Santa Barbara County HOME Consortium, and have agreed to renew their membership in the HOME Consortium for subsequent three-year participation cycles;

WHEREAS, the publication of the 2013 HOME Final Rule on July 24, 2013 made a number of changes to the HOME Program which are applicable to all HOME-funded projects to which HOME funds are committed on or after August 23, 2013, with the exception of some provisions which take effect after this date to allow Participating Jurisdictions (PJ) time for implementation; and

WHEREAS, when an urban county participates in the HOME Program, the county and the participating cities are also Consortium Members of the HOME Consortium; and

WHEREAS, cities which are not members of the urban county may choose to join the HOME Consortium by signing a HOME Consortium Agreement; and

Cooperation Agreement
Santa Barbara HOME Consortium

WHEREAS, Goleta and Santa Maria are not participating cities under the County of Santa Barbara Urban County but have indicated through resolution by their elected officials that they wish to continue to participate with the Urban County to renew the Santa Barbara County HOME Consortium for another three-year cycle; and

WHEREAS, it is the desire of COUNTY, CITIES and URBAN COUNTY CITIES to extend their consortium agreement so as to continue to implement the objective of increasing the local supply of decent affordable housing available to low- and very-low-income residents; and

WHEREAS, COUNTY has agreed to be designated as the Lead Entity of the Consortium and was authorized under the Urban County Cooperation Agreement, and as referenced in HUD Notice CPD-13-002, to execute the Consortium Agreement on behalf of the other members; and

WHEREAS, it is the desire of COUNTY, CITIES and URBAN COUNTY CITIES that this Agreement be renewed every three years unless COUNTY or one or more of the CITIES or URBAN COUNTY CITIES elects not to participate in the consortium in an upcoming qualification period; and

WHEREAS, this agreement supersedes and replaces the prior Consortium Agreements.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **TRUE AND CORRECT.** The above recitals are true and correct.
2. **RENEW A CONSORTIUM.** CITIES, URBAN COUNTY CITIES and COUNTY hereby renew a consortium, hereinafter the "Consortium," for the purpose of receiving HOME funds and promoting affordable housing.
3. **COMPLIANCE WITH LAW.** All members of the Consortium agree to comply with the applicable portions of: Title 24, Subtitle A, Part 92 of the Code of Federal Regulations (C.F.R.); the Housing and Community Development Act of 1974 as amended; Title 24, Chapter V, Part 570 of the C.F.R.; Title 24, Subtitle A, Part 58 of the C.F.R.; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11246, 11063 and 11593; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; Title 24, Part 42 of the C.F.R.; OMB Circular A-122 and Attachments A, B, C, F, H, N and O; the Archeological and Historical Preservation Act of 1974; the Architectural Barriers Act of 1968; the Hatch Act (Chapter 15 of Title 5, U.S.C.); the Flood Disaster Protection Act of 1974; the Clean Air Act (42 U.S.C. Section 1857 et seq.) and the Federal Water Pollution

Cooperation Agreement
Santa Barbara HOME Consortium

Control Act, as amended (33 U.S.C. Section 1251 et seq.); the Drug-Free Workplace Act of 1988.

3.1 **FAIR HOUSING.** Each member of the Consortium shall affirmatively further fair housing.

4. **TERM OF AGREEMENT.** This Agreement supersedes the prior Consortium Agreement and shall go into effect upon the signature of all parties. This Agreement includes the initial three-year qualification period, which is FFY 2016, 2017 and 2018, and each successive three-year period as renewed pursuant to Section 5. In accordance with CFR §92.101(e), this Agreement cannot be terminated for a minimum of three Federal Fiscal Years, which are FFY 2016, 2017 and 2018, or during the successive three-year period upon renewal.

4.1 The Program Year for all Consortium members operates July 1 through June 30, 2016-17, 2017-18 and 2018-19.

5. **RENEWAL AND TERMINATION.** This Agreement shall be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each upon written notice by CITY to COUNTY. No later than the date specified by HUD's consortia designation notice or HOME consortia web page, the Lead Entity shall notify each CITY and URBAN COUNTY CITY in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

Within 30 days of the Lead Entity's notifications to each CITY, the CITY shall notify the Lead Entity in writing if the CITY chooses to participate in the Consortium for the next qualification period. Failure by CITY to notify COUNTY in writing of its decision will result in CITY's non-participation in the next three-year qualification period. The Lead Entity shall notify the HUD Field Office of the CITY's and/or URBAN COUNTY CITY's decision whether to participate before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The renewal of this Agreement will be void if the Lead Entity fails to notify a Consortium Member or the HUD field office as required under this renewal provision or the Lead Entity

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Santa Barbara HOME Consortium

fails to submit a copy of each amendment to this Agreement as required under this renewal provision.

6. **REQUIRED AMENDMENTS.** Notwithstanding the above, in the event that amendments to this Agreement are necessary to meet cooperation agreement requirements identified in the applicable Consortia Qualification Notice, the CITIES, URBAN COUNTY CITIES and COUNTY must amend this Agreement for the subsequent three-year qualification period. In such event COUNTY must submit the amendment to HUD as specified in the Consortia Qualification Notice. Failure to comply with the requirements set forth in this Section 6 will void the automatic renewal provision of this Agreement set forth in Section 5, above.

Any substantive changes to this Agreement must be approved in writing by all Consortium Members. However, should it become necessary to amend this Agreement to meet HUD requirements without making substantive changes and without altering the intent of this Agreement, such changes may be made administratively after notifying all CITIES' and URBAN COUNTY CITIES' Administrators/Managers and COUNTY Chief Executive Officer (CEO).

7. **PROGRAM ADMINISTRATION.** The Lead Entity for this Consortium shall be the County of Santa Barbara (COUNTY). The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with Title 24, Part 92 of the Code of Federal Regulations. The Lead Entity shall be specifically responsible for the following:

7.1 **RESPONSIBILITY FOR GOLETA.**

- (a) Receipt, disbursement and accounting of all HOME Program and matching funds;
- (b) Submission of a Consolidated Plan or other subsequent document as required by HUD;
- (c) Submission of all reports and data as may be required by HUD;
- (d) Preparation of annual subrecipient agreements;
- (e) Technical assistance on all aspects of the HOME Program.

7.2 **RESPONSIBILITY FOR SANTA MARIA.**

- (a) Receipt, disbursement and accounting of all HOME Program and matching funds;
- (b) Submission of a Consolidated Plan or other subsequent document as required by HUD;
- (c) Submission of all reports and data as may be required by HUD;
- (d) Preparation of annual sub-recipient agreements;
- (e) Technical assistance on all aspects of the HOME Program.

7.3 RESPONSIBILITY FOR URBAN COUNTY CITIES.

- (a) Issuance of all Notices of Fund Availability (NOFAs);
- (b) Contract preparation and management for all HOME projects and activities;
- (c) Receipt, disbursement and accounting of all HOME Program and matching funds not administered by the CITIES;
- (d) Submission of a Consolidated Plan or other subsequent document as required by HUD;
- (e) Submission of all reports and data as may be required by HUD;
- (f) Technical assistance on all aspects of the HOME Program.

8. **CONTRACT ADMINISTRATION.** The County Chief Executive Officer (CEO) or his/her designee shall be the Lead Entity Administrator and shall administer this Agreement on behalf of the COUNTY. Each CITY or URBAN COUNTY CITY Administrator/Manager shall administer this Agreement on behalf of each city. CITIES and URBAN COUNTY CITIES agree to supply to the Lead Entity within a reasonable period of time after request, progress reports or other documentation as shall be required by the Lead Entity Administrator to audit performance of this Agreement.
9. **RECORDS AND REPORTS.** The Lead Entity Administrator shall maintain records as required by HUD. All records, including and not limited to records identified in CFR § 92.508, of the Lead Entity and each participating jurisdiction respecting individual projects and programs shall be open and available for inspection by auditors assigned by HUD and/or the CITIES or URBAN COUNTY CITIES during normal business hours of COUNTY. Each of the CITIES and URBAN COUNTY CITIES shall submit such reports and information as may be necessary for the Lead Entity to fulfill its obligations as administrator of the Consortium.
10. **INDEMNIFICATION AND INSURANCE.**

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in

Cooperation Agreement
Santa Barbara HOME Consortium

connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

11. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement must be provided either by certified mail or personal service.
12. **DISTRIBUTION OF FUNDS.** HOME Funds shall be suballocated to Consortium members based on the following formula:

$A + B + 2C$ / the Grand Sum of All Formula Totals for each CITY, URBAN COUNTY CITY and unincorporated COUNTY = Relative Percentage of Distribution

Where A equals the CITY's, URBAN COUNTY CITY's or unincorporated COUNTY's population, B equals the number of overcrowded households within said CITY, URBAN COUNTY CITY or unincorporated COUNTY, C equals the number of households within said CITY, URBAN COUNTY CITY or unincorporated COUNTY at or below the poverty rate. All figures used for formula factors shall be based upon the most current census data available and all terms shall be as defined by the Census Bureau. The resulting sum of $A + B + 2C$ for each CITY, URBAN COUNTY CITY or unincorporated COUNTY is divided by the grand sum of all the individual CITY, URBAN COUNTY CITY and unincorporated COUNTY ' $A + B + 2C$ ' sums. The resulting Percentage of Distribution for each CITY, URBAN COUNTY CITY or unincorporated COUNTY is multiplied by the annual available Project Funds. The amount of annual available Project Funds is determined by:

The Annual HOME Grant Award – 10% Administrative Costs - 15% CHDO set-aside = Project Funds

Where the Annual HOME Grant Award is the annual allocation of HOME funds from HUD minus ten percent (10%) for Administrative Costs, which will be retained by the COUNTY.

- 12.1 **HOME CONSORTIUM.** The Lead Entity will maintain a list of HOME-eligible projects (“Project Pipeline”) that have applied or may apply for HOME funds in the current year or future years. The Lead Entity will make the list available to Consortium Members.

The Project Pipeline includes requests for funds from HOME Consortium Members, or other project applicants. Projects not made known to the County for inclusion on the ‘Project Pipeline’ list will not be considered for funding. A project’s inclusion on the Project Pipeline list does not guarantee funding or imply a priority for funding. Projects must be on the pipeline for a minimum of 30 days and be eligible and must meet all requirements (such as having entitlements, and other funding in place) prior to receiving a funding reservation or commitment. Consortium Members are strongly encouraged to report to Lead Entity any potential projects for inclusion in the Project Pipeline at the earliest possible time.

The Lead Entity will convene various steering and technical advisory committees to advise the LEAD ENTITY on the use of HOME Consortium funds. The LEAD ENTITY will take funding recommendations to the County Board of Supervisors for consideration and final funding decisions.

- 12.2 **METHOD OF FUNDING NOTIFICATION.** No later than 30 calendar days from notification by HUD that HOME Investment Partnership funds have been awarded to the Consortium, the Lead Entity shall notify each Consortium Member of its respective funding amount. Each Consortium Member will have up to 180 calendar days from the date of notification to identify one or more eligible project for the use of its pro rata share of HOME funds. The Consortium Member agrees that the LEAD ENTITY may accept applications for HOME-eligible projects on a year-round basis. However, for planning purposes, the LEAD ENTITY will include in its annual Notice of Funding Availability (NOFA) a request that potential applicants submit a Letter of Intent to Apply (LOI) if the applicant intends to apply for HOME funds within the next year. Therefore, the Consortium Member should consider making all or a portion of its sub-allocation of HOME funds available to all potential projects.

A completed HOME application for the project must be received by the Lead Entity from the owner/developer of the project. The proposed project will be added to the Project Pipeline, in accordance with Section 12.1. The LEAD ENTITY encourages each Consortium Member’s legislative body to approve any Consortium Member-proposed project in time to be included in the draft Urban County Action Plan and approved by the County Board of Supervisors for the upcoming program year. If a project is not identified by a Consortium

Cooperation Agreement
Santa Barbara HOME Consortium

Member during that 180-day period, that Consortium Member's share of HOME funds shall be made available to projects listed in the Project Pipeline according to Section 12.1.

A project shall be considered eligible if it conforms to the requirements of 24 CFR §92, Subpart E and is within the administrative capacity of the implementing jurisdiction. HOME funds must be committed (with an executed contract) within two years of the allocation year and expended within five years.

12.3 USE OF PRIOR YEAR(S) FUNDING.

- a. In the interest of fair share allocations and broad county-wide use of funds, an eligible project by a Consortium Member that did not receive allocation awards in the previous three-year cycle shall be given funding priority in the current cycle. This funding priority will consist of a minimum level of funding from the COUNTY's pro-rata allocation equal to the share of unspent funds returned to the HOME pool in the prior years. The allocation should provide a minimum level of funding equal to the share of unspent funds returned to the HOME funding pool in the prior years.
- b. The three-year cycle in paragraph a. presumes the member CITY participated in the previous three-year cycle in order to be given funding priority in the current three-year cycle.
- c. When considering funding of projects, consideration should be given to project readiness, the number of housing units produced, and/or number of persons served, geographic distribution and urgency of project. COUNTY shall be responsible for tracking unspent funds returned to the HOME funding pool, and prior years' projects and associated fund amounts.
- d. The COUNTY as Lead Entity of the HOME Consortium reserves the right to determine HOME eligibility of proposed projects and to reallocate uncommitted funds, or funds committed to projects that are not progressing in compliance with HOME Program rules, to other eligible projects in order to meet HOME program deadlines and requirements.

12.4 ADMINISTRATIVE FEES. HUD permits that up to 10% of the HOME allocation be used for the administration of the HOME program. As the Lead Entity of the HOME Consortium, COUNTY will deduct 10% from the annual HOME allocation for the management of the HOME program, prior to calculation of the Consortium Member's suballocation.

- 12.5 **COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-ASIDE.** The HOME Program requires that a minimum of 15% of HOME funds (accumulated from all years) be spent on projects which are owned, developed or sponsored by Lead Entity-certified CHDOs. The Lead Entity will reserve 15% from the annual HOME allocation, prior to calculation of Consortium Members' suballocations, to be awarded to Lead Entity-certified CHDOs.
- 12.6 **MATCHING CONTRIBUTIONS.** The Consortium shall be responsible for meeting the federal matching requirements of §92.218 through §92.220 of the CFR for all activities proposed under the Consortium. The match requirements may be passed down to housing developers on a project-by-project basis; however, the accountability remains with the Consortium Member for HOME funds expended from its pro rata share. COUNTY as Lead Entity will be responsible for tracking and reporting match obligations and match 'credits' to HUD. Any eligible sources of match which are contributed on eligible projects by a Consortium Member and by Project Sponsors shall also be reported to the Lead Entity as a matching contribution. –Upon request, the Lead Entity shall assist and advise Consortium Members in determining eligible projects and sources of matching funds. If Consortium Member and/or COUNTY fees are waived for a project, such fee waivers shall be provided as HOME match.
- 12.7 **EXCLUSION OF FUNDS.** This Agreement applies only to those funds received under the HOME Program and program income generated by HOME funds and matching contributions. This Agreement does not apply to or control funds other than those described in this section.
- 12.8 **CONSORTIUM'S OBLIGATION TO DISTRIBUTE FUNDS.** If HOME funds are not awarded to the Consortium by HUD or if the Agreement is terminated or suspended, the Lead Entity has no obligation to provide HOME funding to HOME Consortium Members.
13. **HOUSING PROGRAMS AVAILABLE TO CONSORTIUM MEMBERS.** The Consortium recognizes the creation and preservation of affordable housing in Santa Barbara County as a high priority under the Five-Year Consolidated Plan. However, the HOME Program allows for additional types of housing-related programs. The Lead Entity will work with Consortium Members to design and implement programs that will be administered by Consortium Members and/or their subcontractors. The implementation of the programs will be determined by the Consortium and will depend upon the availability of funding to operate the program and the administrative capacity of the Lead Entity, Consortium member and/or subcontractor(s).

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Santa Barbara HOME Consortium

- 13.1 **HOMEBUYER ASSISTANCE PROGRAM.** The Lead Entity and/or Consortium member may consider operating a Homebuyer Assistance Program for eligible prospective homebuyers. The program will provide loans to eligible households to purchase eligible properties.
- 13.2 **OWNER-OCCUPIED REHABILITATION PROGRAM.** The Lead Entity and/or Consortium Member may consider operating a homeowner rehabilitation loan program for eligible owner-occupied units.
14. **LOCAL HOME TRUST FUND.** As required by HUD, HOME Program Income is maintained in a local HOME Trust Fund account. The local HOME Trust Fund account of the Consortium's HOME Program includes deposits of HOME funds disbursed from the Treasury account; any program income (from both the allocated funds and matching contributions in accordance with the definition of program income), and any repayments or recaptured funds as required by §92.503. The local account will be interest-bearing.
- Lead Entity has the responsibility for monitoring and reporting to HUD on the use of any such local HOME Trust Fund monies and the Lead Entity shall require appropriate record keeping and reporting by CITIES and URBAN COUNTY CITIES as may be needed for this purpose. In the event the Consortium dissolves, any HOME program income that is on hand or received subsequent to the dissolution shall be paid into the local HOME Trust Fund administered by the Lead Entity for use by former Consortium Members from which the program income was received, pursuant to a written agreement as provided for in §92.503(a)(1). In the event the Consortium is renewed at the end of the three-year term of this agreement, any currently participating Consortium Member that does not continue to participate in the HOME Consortium and does not execute a written agreement pursuant to §92.503(a)(1) automatically forfeits any and all future program income.
15. **CONSOLIDATED PLAN.** The Lead Entity shall be responsible for preparation and submission of a consolidated plan or subsequent document that may replace the Consolidated Plan under 24 CFR 91.
16. **APPROVAL OF CONSOLIDATED PLAN:** The Consolidated Plan, or other subsequent document that may replace the Consolidated Plan, shall not be submitted to HUD until it has been approved by a majority of the designated representatives of the HOME Consortium.
- 16.1 **AMENDMENTS TO THE CONSOLIDATED PLAN:** Any required amendments to the Consolidated Plan, or other subsequent document required by HUD, shall be made in accordance with 24 CFR Part 91.

Cooperation Agreement
Santa Barbara HOME Consortium

- 16.2 **STATE CERTIFICATION:** The LEAD ENTITY will obtain written certification from the State every three years declaring that the Consortium will direct its activities to the alleviation of housing problems within the state, as required by 24 CFR 92.101.
- 16.3 **SUBMISSION OF CAPER:** The LEAD ENTITY has primary responsibility for preparing and submitting the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, which is due to HUD 90 days after the close of the program year. In order to prepare the CAPER, the LEAD ENTITY will request information from the Consortium Members at least quarterly on HOME funded programs and projects.
- 17. **NEW MEMBERS.** New members to the Consortium may be allowed upon receipt of a request to join the Consortium as provided for below.
 - 17.1 **AUTHORIZING RESOLUTIONS.** Each request to join the Consortium must be accompanied by certified copies of authorizing resolutions by the governing body of the joining city.
 - 17.2 **AVAILABILITY OF HOME FUNDS.** HOME funds shall not be available to a new member of the Consortium until the fiscal year in which HUD includes that city in its calculations for distribution of HOME funds.
 - 17.3 **AUTHORITY TO AMEND AGREEMENT TO ADD NEW MEMBERS.** The LEAD ENTITY is authorized to amend the Consortium Agreement on behalf of the entire Consortium to add new members to the Consortium.
- 18. **AUTHORITY TO JOIN CONSORTIUM.** Each Consortium Member hereby certifies that it is authorized to enter into this Agreement. Authorizing Resolutions from the governing body of each local government joining the Consortium are incorporated into this Agreement under Attachment A and made part of this Agreement.
- 19. **COOPERATION IN UNDERTAKING HOUSING ASSISTANCE UNDER HOME.** Each member of the Consortium agrees to cooperate to undertake or to assist in the undertaking of housing assistance activities for the HOME Program.

Cooperation Agreement
Santa Barbara HOME Consortium

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written. This agreement may be executed in counterparts, each of which shall be an original and all of which together constitute one and the same agreement.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Janet Wolf
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Renée E. Bahl
Interim Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

Cooperation Agreement
Santa Barbara HOME Consortium

Attachment A: Consortium Member Authorizing Resolutions

City of Solvang
City of Buellton
City of Santa Maria
City of Goleta
City of Carpinteria

Attachment B: County Counsel legal opinion

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF SOLVANG:

By: _____
Brad Vidro

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
Ron Hanley

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF BUELLTON:

By: _____
Marc P. Bierdzinski

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
Stephen A. McEwen

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF SANTA MARIA:

By: _____
Rick Haydon

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
Gilbert A. Trujillo

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF GOLETA:

By: _____
Michelle Greene

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
Tim Giles

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF CARPINTERIA:

By: _____
Dave Durflinger, City Manager

APPROVED AS TO FORM:

By: _____
Peter N. Brown, on behalf of
Brownstein, Hyatt, Farber, Schreck, LLP
Acting as City Attorney for the City of Carpinteria

ATTACHMENT B

COUNTY COUNSEL STATEMENT

The terms and provisions of this Agreement are fully authorized under State and Local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

MICHAEL C. GHIZZONI
COUNTY COUNSEL

DATE

By: _____
Deputy County Counsel



City of Carpinteria

COUNCIL AGENDA STAFF REPORT MAY 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 5610, concerning continuation of Carpinteria Street Lighting District No. 1 for fiscal year 2015-16 and related protest hearing.

STAFF RECOMMENDATION

Action Item x ; Non-Action Item

1. Following the Staff Report, open the public hearing and receive any testimony and/or protests concerning the continuation of Assessment District No. 1 for Fiscal Year 2015-16.
2. Close the public hearing and continue the District for Fiscal Year 2015-16, by adopting the attached Resolution No. 5610, as read by title only.

MOTION: I move to adopt Resolution No. 5610, as read by title only.

BACKGROUND/DISCUSSION

On March 23, 2015, by Resolution No. 5599, the City Council ordered a report on the status and projections for Carpinteria Street Lighting District No.1 for fiscal year 2015-16. The District was formed in 1977 and this report is required annually under the California Street Lighting Act of 1919 as amended. On April 27, 2015 the City Council adopted Resolution Nos. 5604 and 5605, accepting the City Manager's report and setting the matter for a public hearing on May 26, 2015. The purpose of the public hearing is to hear protests and objections, if any, to the continuation of the District and to adopt a resolution directing the City Clerk to transmit certain documents to the County Tax Collector empowering the levying and collection of the ad valorem tax necessary to fund the District's activities.

POLICY CONSISTENCY

The City General Plan/Local Coastal Plan includes policies that address the maintenance of street corridors in the City. Specifically, Policies CD-8a, CD-8b, CD-9a, CD-9b, CD-9c, CD-9d and CD-9f address pedestrian and bicycle pathways. The Carpinteria Lighting, Landscaping and Right of Way Improvement District No.3 is the financial means by which the City can, in part, implement these policies.

FINANCIAL CONSIDERATIONS

The ending fund balance as of June 30, 2014, was \$951,935. Revenues, expenditures and transfers to other funds for FY 2014-15 are projected to be \$289,480, \$241,000 and \$111,615 respectively leaving a fund balance at June 30, 2015, of \$888,800. These funds are used for both operations and maintenance of the lighting system and, once a sufficient fund balance is accumulated, these funds are also used to finance capital projects such as new or replacement street lights, upgrades to traffic signals, etc.

LEGAL

This district is an ad valorem (property tax) district and as such is governed by the provisions of Proposition 13 and is not subject to the provisions of Proposition 218.

A notice of this hearing was published May 14th in the Coastal View newspaper, posted at City Hall and mailed to the required mailing list of agencies and interested persons.

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

- A. Statement of Fund Transactions and Financial Condition
- B. Resolution No. 5610

Staff contact: John Thornberry,
Administrative Services Director

Phone: 805-684-5405 x 448
Email: JohnT@ci.carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager



Signature

Signature

Attachment A

Statement of Fund Transactions and Financial Condition

FUND 290

STREET LIGHTING FUND

ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED
2011-12	2012-13	2013-14	2014-15	2015-16

A SUMMARY OF FUND TRANSACTIONS

Fund Balance, July 1	769,655	854,667	959,899	951,935	888,800
Fiscal Year Revenues	278,433	287,402	298,841	289,480	297,876
Fiscal Year Expenditures	193,421	182,170	306,805	352,615	361,283
Fund Balance, June 30	854,667	959,899	951,935	888,800	825,393
Revenue Over/(Under) Expense	85,012	105,232	(7,964)	(63,135)	(63,407)

B. BALANCE SHEET, JUNE 30

ASSETS

Cash In Savings	858.620	968.091	952.817	888.800	825.393
Time Deposits	0	0	0	0	0
Accounts Receivable	0	0	0	0	0
*Total Assets>>>>>>>>>>>>>>	858.620	968.091	952.817	888.800	825.393

LIABILITIES AND FUND BALANCE

Accounts Payable	3,953	8,192	882	0	0
Fund Balance	854,667	959,899	951,935	888,800	825,393
*Total Liabilities & Fund Balance>>	858,620	968,091	952,817	888,800	825,393

C. FISCAL YEAR REVENUE DETAIL

[illegible]

D. FISCAL YEAR EXPENDITURE DETAIL

Traffic Signals	863	7,469	70,350	58,000	58,000
Public Right of Way Lighting	14,619	1,429	1,192	60,000	60,000
Street Lighting	85,245	107,477	97,606	105,000	105,000
Parking Lot Lighting	11,825		8,331	8,000	8,000
Miscellaneous Operating Expense	2,738		900	10,000	10,000
*Total Operating Expense>>>>>	115,289	116,375	178,379	241,000	241,000

^Transfers Out>>>>	67,026	65,795	128,426	111,615	120,283
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Street Lights	11,106	0	0	0	0
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*Total Capital Outlay Expense>>>>	11.106	0	0	0	0
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*Total Expenditures>>>>>>>>>>	193 421	182 170	306 805	352 615	361 283
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Attachment B
Resolution No. 5610

RESOLUTION NO. 5610

**A RESOLUTION OF THE CITY OF CARPINTERIA CITY COUNCIL
CONFIRMING THE REPORT OF THE CITY MANAGER AND CITY ENGINEER,
CONFIRMING THE PLANS, ESTIMATE, DIAGRAM AND ASSESSMENT
CONTAINED IN THE REPORT;
CONFIRMING THAT NO PROTESTS OR OBJECTIONS WERE FILED
IN THE PROCEEDINGS UNDER RESOLUTION OF INTENTION NO. 5605
LEVYING THE AD VALOREM TAX FOR SERVICE NECESSARY AS SHOWN ON DIAGRAM
AND PLAN NO. LP-1977-2002-G,
FOR THE PERIOD
BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016;
ORDERING THE CITY CLERK TO TRANSMIT DIAGRAM AND ASSESSMENT TO
THE COUNTY TAX COLLECTOR; AND
EMPOWERING TAX COLLECTOR TO MAKE COLLECTIONS (FY 2015-16)
CARPINTERIA STREET LIGHTING ASSESSMENT DISTRICT NO. 1**

WHEREAS, the City Manager of the City of Carpinteria heretofore filed with this City Council a report in writing dated April 27, 2015, presenting certain matters relating to the continuation of Street Lighting District No. 1, which report was approved by the City Council on April 27, 2015 by Resolution No.5604; and

WHEREAS, by Resolution No.5605, adopted April 28, 2014, this City Council declared its intention to order the furnishing of electric energy, servicing and maintenance of the street lights in the City of Carpinteria, under and pursuant to the provisions of the Street Lighting Act of 1919, Part 1 of Division 14 of the Streets and Highways Code of the State of California; and

WHEREAS, by said Resolution No.5605, adopted April 27, 2015, this City Council designated Tuesday, May 26, 2015 at the hour of 5:30 P.M. in the City Hall Council Chambers, at 5775 Carpinteria Avenue, Carpinteria, California, as the time and place for the hearing of protests and objections in relation to said improvement and assessment, and notices of said hearing were duly posted and published, and affidavits of said posting and publication have been duly filed; and

WHEREAS, at the time and place fixed in Resolution No.5605, a hearing was duly held by this City council at which no protests or objections were presented, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to the work or assessment proposed in said Resolution of Intention; and

WHEREAS, this City Council has taken evidence relating to whether public convenience and necessity require said work or improvement and also evidence relating to said proposed work, the boundaries of the proposed assessment district and the benefits to the property to be included in the proposed assessment district, and is fully informed in the premises.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That no protests or objections having been filed, the said City Council does hereby approve, confirm and adopt the said report of the City Manager and City Engineer and the plans, estimate, diagram and assessment contained in said report.

SECTION 2. That each and all documents, resolutions and instruments hereinbefore referred to in connection with the aforesaid proceedings are on file in the office of the City Clerk of the City of Carpinteria and are open to public inspection, and the same and each and all of them are expressly made a part hereof.

SECTION 3. That the City Council does hereby order the continued levying of the ad valorem tax for the furnishing of electric energy, servicing and maintenance of the street lights in the City of Carpinteria; does hereby fix and establish the period of time over which the proposed improvement shall extend as a period of one year, beginning July 1, 2015, and ending June 30, 2016, of said improvement upon the respective several subdivisions of land in the assessment district described and referred to in said Resolution of Intention; and does hereby levy for the fiscal year, July 1, 2015 to June 30, 2016, in the total amount permitted pursuant to Article XIII of the California State Constitution.

SECTION 4. That the City Clerk is hereby ordered to transmit, or cause to be transmitted, to the County Auditor of Santa Barbara County a certified copy of this Resolution and the said diagram and assessment upon which such levy is based; and the Santa Barbara County Tax Collector is hereby designated, requested, empowered, authorized, instructed and directed to make collection of all assessments as ordered by the City Council in said Assessment District, and to perform the acts and duties as are required by law of and to be performed by the officer, employee or person so designated. The City Clerk is hereby ordered to transmit, or cause to be transmitted, to the State Board of Equalization a certified copy of this Resolution.

PASSED, APPROVED AND ADOPTED this 26th day of May 2015, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor, City of Carpinteria

ATTEST:

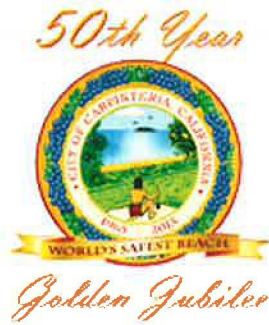
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 26th day of May 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of Carpinteria



City of Carpinteria

COUNCIL AGENDA STAFF REPORT MAY 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 5611, concerning continuation of Carpinteria Lighting, Landscaping and Right-Of-Way Improvement District No. 3 for Fiscal Year 2015-16 and Related Protest Hearing

STAFF RECOMMENDATION

Action Item x ; Non-Action Item

1. Following the Staff Report, open the public hearing and receive any testimony and/or protests concerning the continuation of Assessment District No. 3 for Fiscal Year 2015-16.
2. Close the public hearing and continue the District for Fiscal Year 2015-16, by adopting the attached Resolution No. 5611, as read by title only.

MOTION: I move to adopt Resolution No. 5611, as read by title only.

BACKGROUND/DISCUSSION

On March 23, 2015, by Resolution No. 5602, the City Council ordered a report on the status and projections for the Carpinteria Lighting, Landscaping and Right of Way Improvement District No.3 for fiscal year 2015-16. The District was formed in 1977 and this report is required annually under the California Street Lighting Act of 1919 as amended. On April 27, 2015 the City Council adopted Resolution Nos. 5606 and 5607, accepting the City Manager's report and setting the matter for a public hearing on May 26, 2015. The purpose of the public hearing is to hear protests and objections, if any, to the continuation of the District and to adopt a resolution directing the City Clerk to transmit certain documents to the County Tax Collector empowering the levying and collection of the ad valorem tax necessary to fund the District's activities.

POLICY CONSISTENCY

The City General Plan/Local Coastal Plan includes policies that address the maintenance of street corridors in the City. Specifically, Policies CD-8a, CD-8b, CD-9a, CD-9b, CD-9c, CD-9d and CD-9f address pedestrian and bicycle pathways. The Carpinteria Lighting, Landscaping and Right of Way Improvement District No.3 is the financial means by which the City can, in part, implement these policies.

FINANCIAL CONSIDERATIONS

This District's income stream is primarily derived from a fixed dollar assessment on property while a majority of the District's expenses are subject to inflationary pressures. The District has experienced operating deficits for many years depleting its fund balance. In 1991 assessment revenues covered approximately 71% of district expenses. Today assessment revenues cover approximately 55% of district expenses. Ongoing maintenance costs associated with the District improvements will continue to exceed District revenues and because the fund balance has been depleted this deficit must be subsidized by the General Fund. The subsidy for 2015-16 is estimated to be \$50,113. Please see Attachment B which is a summary of revenues and expenses for the District for the past three years, the budget for the current year and a projection for the 2015-16 fiscal year.

LEGAL

A notice of this hearing was published May 14th in the Coastal View newspaper, posted at City Hall and mailed to the required mailing list of agencies and interested persons.

Staff has received no written protests of the assessment. The City Attorney has reviewed the resolution for legal sufficiency.

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

- A - Diagram of the District
- B - State of Fund Transactions and Financial Condition for the District
- C - Resolution No. 5611
- D - Assessment Roll

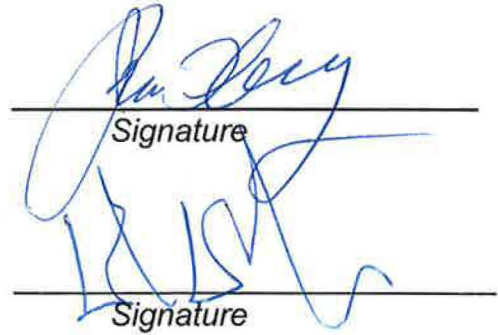
Continuation of Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3
for Fiscal Year 2015-16

Page 3

Staff contact: John Thornberry,
Administrative Services Director

Phone: 805-684-5405 x 448
Email: JohnT@ci.carpinteria.ca.us

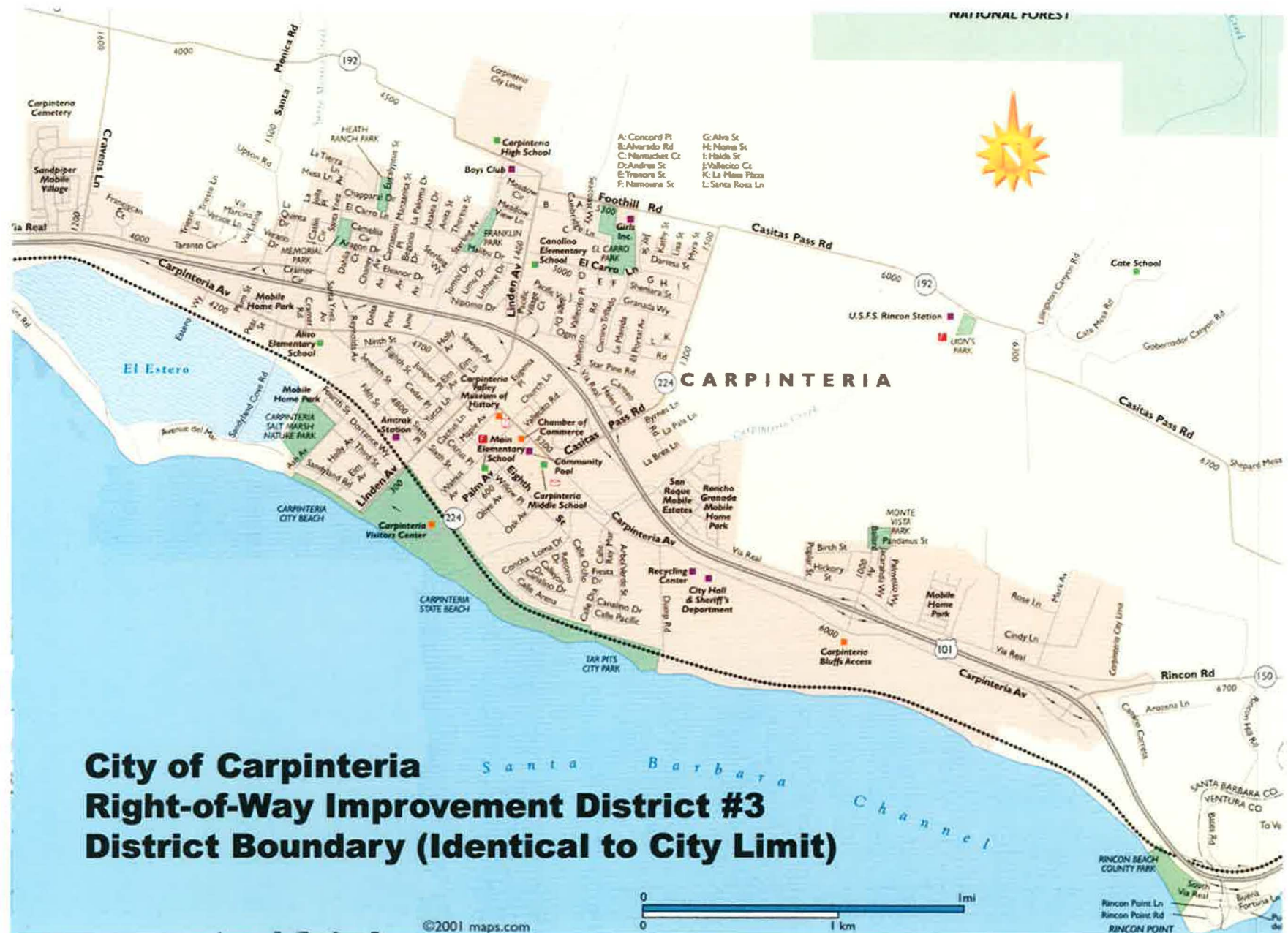
Reviewed by: Dave Durflinger, City Manager



Signature

Signature

Attachment A
Diagram of the District



Attachment B

State of Fund Transactions and Financial Condition for the District

FUND 33					
ASSESSMENT DISTRICT #3	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED
	2011-12	2012-13	2013-14	2014-15	2015-16

A. SUMMARY OF FUND TRANSACTIONS

Fund Balance, July 1	(1)	(2)	(2)	(2)	(2)
Fiscal Year Revenues	496,026	440,896	617,028	443,162	387,700
Fiscal Year Expenditures	496,026	440,896	617,028	443,162	387,700
Fund Balance, June 30	(2)	(2)	(2)	(2)	(2)
Revenue Over/(Under) Expense	(0)	(1)	0	0	0

B. BALANCE SHEET, JUNE 30

ASSETS

Cash in Savings	(2)	(2)	(2)	(2)	(2)
Time Deposits	0	0	0	0	0
Accounts Receivable	0	0	0	0	0
*Total Assets>>>>>>>>>>>>>>>>>>>>	(2)	(2)	(2)	(2)	(2)

LIABILITIES AND FUND BALANCE

Accounts Payable	0	0	0	0	0
Fund Balance	(2)	(2)	(2)	(2)	(2)
Total Liabilities & Fund Balance>>	(2)	(2)	(2)	(2)	(2)

C. FISCAL YEAR REVENUE DETAIL

Use of Money & Property	(134)	(721)	(358)	0	0
District #3 Assessment	195,474	201,797	189,866	192,800	192,800
Prior Years Assessments	2,600	26	0	0	0
Penalties and Interest	722	2,822	754	1,100	1,100
Grant Revenue					
Transfer from Other Funds	297,363	236,971	426,766	249,262	193,800
*Total Revenues>>>>>>>>>>>>>>	496,026	440,896	617,028	443,162	387,700

D. FISCAL YEAR EXPENDITURE DETAIL

[illegible]

Attachment C

- Resolution No. 5611

RESOLUTION NO. 5611

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
CONFIRMING THE REPORT OF THE CITY MANAGER
CONFIRMING THE PLANS, ESTIMATE, DIAGRAM AND ASSESSMENT CONTAINED IN
SAID REPORT;**

**CONFIRMING THAT NO PROTESTS OR OBJECTIONS WERE FILED IN THE
PROCEEDINGS UNDER RESOLUTION OF INTENTION NO. 5607
LEVYING THE ASSESSMENT FOR SERVICE NECESSARY AS SHOWN ON SAID
DIAGRAM AND PLAN FOR A PERIOD OF ONE (1) YEAR,
BEGINNING JULY 1, 2015, AND ENDING JUNE 30, 2016;
ORDERING THE CITY CLERK OF SAID CITY TO TRANSMIT DIAGRAM AND
ASSESSMENT TO THE COUNTY TAX COLLECTOR, AND
EMPOWERING TAX COLLECTOR TO MAKE COLLECTION
(FY 2015-16)**

**CARPINTERIA LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT
DISTRICT NO. 3**

WHEREAS, the City Manager of the City of Carpinteria heretofore filed with this City Council a report in writing dated April 27, 2015, presenting certain matters relating to extending Lighting, Landscaping and Right-of-Way Improvement District No. 3, which report was approved by this City Council on April 27, 2015, by Resolution No.5606; and

WHEREAS, by Resolution No.5607, adopted April 27, 2015, this City Council declared its intention to order the furnishing of electric energy, servicing and maintenance of the street lights, landscaping and right-of-way in the City of Carpinteria, under and pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15, Section 22500 et seq. regarding the Streets and Highways Code of the State of California; and

WHEREAS, by said Resolution No.5607, adopted April 27, 2015, this City Council designated Tuesday, May 27, 2014, at the hour of 5:30 P.M. in the City Hall, at 5775 Carpinteria Avenue, Carpinteria, California, as the time and place for the hearing of protests and objections in relation to said improvement and assessment and notices of said hearing were duly posted and published, and affidavits of said posting and publication have been duly filed; and

WHEREAS, at the time and place fixed in said Resolution No.5607, a hearing was duly held by this City Council at which no protests or objections were presented, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to the work or assessment proposed in said Resolution of Intention; and

WHEREAS, this City Council has taken evidence relating to whether public convenience and necessity require said work or improvement and also evidence relating to said proposed work, the boundaries of the proposed assessment district and the benefits to the property to be included in the proposed assessment district, and is fully informed in the premises.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That no protests or objections having been filed, the said City Council does hereby approve, confirm and adopt the said report of the City Manager and the plans, estimate, diagram and assessment contained in said report.

SECTION 2. That each and all documents, resolutions and instruments herein before referred to in connection with the aforesaid proceedings are on file in the office of the City Clerk of the City of Carpinteria and are open to public inspection, and the same and each and all of them are expressly made a part hereof.

SECTION 3. That the City Council does hereby order the levying of an assessment for the furnishing of electric energy, servicing and maintenance of the street lights, landscape and right-of-way maintenance in the City of Carpinteria for the period July 1, 2015, to June 30, 2016, and does hereby fix and establish the period of time over which the proposed improvement shall extend as a period of one (1) year, beginning July 1, 2015, and ending June 30, 2016, of said improvement upon the respective several subdivisions of land in the assessment district described and referred to in said Resolution of Intention; and does hereby levy for the fiscal year, July 1, 2015 to June 30, 2016, the assessment shown in the assessment roll summary dated August 10, 2014, said amount being Two Hundred Thousand Two Hundred Forty Eight Dollars and 98 Cents (\$200,248.98).

SECTION 4. That the City Clerk is hereby ordered to transmit, or cause to be transmitted, to the County Auditor of Santa Barbara County, the said diagram and assessment roll upon which such levy is based; and the County Tax Collector of said County is hereby designated, requested, empowered, authorized, instructed and directed to make collection of all assessments as ordered by the City Council in said Assessment District and to perform the acts and duties as are required by law of and to be performed by the officer, employee or person so designated.

PASSED, APPROVED AND ADOPTED this 26th day of May 2015 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 26th day of May 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of Carpinteria

Attachment D
Assessment Roll

qryExport

TaxYear	FundNum	ParcelNumber	TaxCode	Charge	AdminFee	Total
2014	0603	00106017006	716	26.00	0.50	26.50
2014	0603	00106050008	716	26.00	0.50	26.50
2014	0603	00107003002	716	119.00	0.50	119.50
2014	0603	00107008002	716	154.50	0.50	155.00
2014	0603	00107009000	716	199.00	0.50	199.50
2014	0603	00107026000	716	1,930.50	0.50	1,931.00
2014	0603	00107029004	716	26.00	0.50	26.50
2014	0603	00107031007	716	35.00	0.50	35.50
2014	0603	00107039001	716	291.00	0.50	291.50
2014	0603	00107040006	716	67.50	0.50	68.00
2014	0603	00107049008	716	106.00	0.50	106.50
2014	0603	00107052009	716	1,112.00	0.50	1,112.50
2014	0603	00107057009	716	897.50	0.50	898.00
2014	0603	00107058007	716	110.50	0.50	111.00
2014	0603	00107059005	716	159.00	0.50	159.50
2014	0603	00107060000	716	117.50	0.50	118.00
2014	0603	00107062006	716	36.00	0.50	36.50
2014	0603	00107063004	716	399.00	0.50	399.50
2014	0603	00107065000	716	46.50	0.50	47.00
2014	0603	00107066008	716	92.50	0.50	93.00
2014	0603	00107067006	716	172.50	0.50	173.00
2014	0603	00117002008	716	49.50	0.50	50.00
2014	0603	00117004004	716	111.50	0.50	112.00
2014	0603	00117005002	716	88.00	0.50	88.50
2014	0603	00117013003	716	35.00	0.50	35.50
2014	0603	00117014001	716	154.50	0.50	155.00
2014	0603	00117019001	716	92.50	0.50	93.00
2014	0603	00117022002	716	86.50	0.50	87.00
2014	0603	00117023000	716	89.50	0.50	90.00
2014	0603	00118006005	716	35.00	0.50	35.50
2014	0603	00118028005	716	94.00	0.50	94.50
2014	0603	00118032004	716	94.00	0.50	94.50
2014	0603	00118040005	716	80.50	0.50	81.00
2014	0603	00118041003	716	67.50	0.50	68.00
2014	0603	00118051000	716	1,700.00	0.50	1,700.50
2014	0603	00118062005	716	35.00	0.50	35.50
2014	0603	00118064001	716	67.50	0.50	68.00
2014	0603	00118065009	716	67.50	0.50	68.00
2014	0603	00118066007	716	85.00	0.50	85.50
2014	0603	00118067005	716	82.00	0.50	82.50
2014	0603	00118068003	716	196.00	0.50	196.50
2014	0603	00118069001	716	196.00	0.50	196.50
2014	0603	00118070006	716	94.00	0.50	94.50
2014	0603	00119023000	716	80.50	0.50	81.00
2014	0603	00119025006	716	138.50	0.50	139.00
2014	0603	00119038007	716	350.00	0.50	350.50
2014	0603	00119050007	716	97.00	0.50	97.50
2014	0603	00119051005	716	69.00	0.50	69.50
2014	0603	00119053001	716	97.00	0.50	97.50
2014	0603	00119054009	716	79.00	0.50	79.50
2014	0603	00119055007	716	79.00	0.50	79.50

qryExport

2014 0603	00119056005	716	79.00	0.50	79.50
2014 0603	00119057003	716	79.00	0.50	79.50
2014 0603	00119058001	716	150.00	0.50	150.50
2014 0603	00119059009	716	166.50	0.50	167.00
2014 0603	00119060004	716	79.00	0.50	79.50
2014 0603	00119061002	716	79.00	0.50	79.50
2014 0603	00119062000	716	79.00	0.50	79.50
2014 0603	00119063008	716	79.00	0.50	79.50
2014 0603	00119064006	716	95.50	0.50	96.00
2014 0603	00119068008	716	187.00	0.50	187.50
2014 0603	00119073005	716	63.00	0.50	63.50
2014 0603	00119084000	716	169.50	0.50	170.00
2014 0603	00119085008	716	144.50	0.50	145.00
2014 0603	00119086006	716	169.50	0.50	170.00
2014 0603	00119091003	716	150.00	0.50	150.50
2014 0603	00119092001	716	67.50	0.50	68.00
2014 0603	00119093009	716	132.50	0.50	133.00
2014 0603	00119095005	716	390.01	0.50	390.51
2014 0603	00119097001	716	107.50	0.50	108.00
2014 0603	00121013007	716	12.50	0.50	13.00
2014 0603	00121016001	716	20.00	0.50	20.50
2014 0603	00121020000	716	100.00	0.50	100.50
2014 0603	00121023004	716	20.00	0.50	20.50
2014 0603	00121024002	716	301.00	0.50	301.50
2014 0603	00121025000	716	49.50	0.50	50.00
2014 0603	00121026008	716	12.50	0.50	13.00
2014 0603	00124101005	716	126.50	0.50	127.00
2014 0603	00124102003	716	126.50	0.50	127.00
2014 0603	00124103001	716	126.50	0.50	127.00
2014 0603	00124104009	716	126.50	0.50	127.00
2014 0603	00124105007	716	126.50	0.50	127.00
2014 0603	00124106005	716	126.50	0.50	127.00
2014 0603	00124107003	716	126.50	0.50	127.00
2014 0603	00124108001	716	126.50	0.50	127.00
2014 0603	00124201001	716	126.50	0.50	127.00
2014 0603	00124202009	716	126.50	0.50	127.00
2014 0603	00124203007	716	126.50	0.50	127.00
2014 0603	00124204005	716	126.50	0.50	127.00
2014 0603	00124205003	716	126.50	0.50	127.00
2014 0603	00124206001	716	126.50	0.50	127.00
2014 0603	00124207009	716	126.50	0.50	127.00
2014 0603	00124208007	716	126.50	0.50	127.00
2014 0603	00124209005	716	126.50	0.50	127.00
2014 0603	00124210000	716	126.50	0.50	127.00
2014 0603	00124211008	716	126.50	0.50	127.00
2014 0603	00124212006	716	126.50	0.50	127.00
2014 0603	00124213004	716	126.50	0.50	127.00
2014 0603	00124214002	716	126.50	0.50	127.00
2014 0603	00124215000	716	126.50	0.50	127.00
2014 0603	00124216008	716	126.50	0.50	127.00
2014 0603	00124217006	716	126.50	0.50	127.00
2014 0603	00124218004	716	126.50	0.50	127.00

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2014 0603	00124219002	716	126.50	0.50	127.00
2014 0603	00124220007	716	126.50	0.50	127.00
2014 0603	00124221005	716	126.50	0.50	127.00
2014 0603	00124222003	716	126.50	0.50	127.00
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2014 0603	00124302005	716	126.50	0.50	127.00
2014 0603	00124303003	716	126.50	0.50	127.00
2014 0603	00124304001	716	126.50	0.50	127.00
2014 0603	00124305009	716	126.50	0.50	127.00
2014 0603	00124306007	716	126.50	0.50	127.00
2014 0603	00124307005	716	126.50	0.50	127.00
2014 0603	00124308003	716	126.50	0.50	127.00
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2014 0603	00125104004	716	40.50	0.50	41.00
2014 0603	00125105002	716	40.50	0.50	41.00
2014 0603	00125106000	716	40.50	0.50	41.00
2014 0603	00125107008	716	40.50	0.50	41.00
2014 0603	00125108006	716	40.50	0.50	41.00
2014 0603	00125109004	716	40.50	0.50	41.00
2014 0603	00125110009	716	40.50	0.50	41.00
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2014 0603	00125112005	716	40.50	0.50	41.00
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2014 0603	00125115009	716	40.50	0.50	41.00
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2014 0603	00125117005	716	40.50	0.50	41.00
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2014 0603	00125127002	716	40.50	0.50	41.00
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2014 0603	00125302000	716	40.50	0.50	41.00

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2014 0603	00125305004	716	40.50	0.50	41.00
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2014 0603	00126107003	716	85.00	0.50	85.50
2014 0603	00126201001	716	85.00	0.50	85.50
2014 0603	00126202009	716	85.00	0.50	85.50
2014 0603	00126203007	716	85.00	0.50	85.50
2014 0603	00126204005	716	85.00	0.50	85.50
2014 0603	00126205003	716	85.00	0.50	85.50
2014 0603	00126206001	716	85.00	0.50	85.50
2014 0603	00126207009	716	85.00	0.50	85.50
2014 0603	00126208007	716	85.00	0.50	85.50
2014 0603	00126209005	716	85.00	0.50	85.50
2014 0603	00126210000	716	85.00	0.50	85.50
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2014 0603	00126212006	716	85.00	0.50	85.50
2014 0603	00126213004	716	85.00	0.50	85.50
2014 0603	00126214002	716	85.00	0.50	85.50
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2014 0603	00126305009	716	85.00	0.50	85.50
2014 0603	00126306007	716	85.00	0.50	85.50
2014 0603	00126307005	716	85.00	0.50	85.50
2014 0603	00126308003	716	85.00	0.50	85.50
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2014 0603	00127103006	716	85.00	0.50	85.50
2014 0603	00127104004	716	85.00	0.50	85.50
2014 0603	00127105002	716	85.00	0.50	85.50
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2014 0603	00127107008	716	85.00	0.50	85.50
2014 0603	00127108006	716	85.00	0.50	85.50
2014 0603	00127109004	716	85.00	0.50	85.50
2014 0603	00127110009	716	85.00	0.50	85.50
2014 0603	00127111007	716	85.00	0.50	85.50
2014 0603	00127112005	716	85.00	0.50	85.50
2014 0603	00127113003	716	85.00	0.50	85.50
2014 0603	00127114001	716	85.00	0.50	85.50
2014 0603	00127115009	716	85.00	0.50	85.50
2014 0603	00127116007	716	85.00	0.50	85.50
2014 0603	00127117005	716	85.00	0.50	85.50
2014 0603	00127118003	716	85.00	0.50	85.50

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2014 0603	00127120006	716	85.00	0.50	85.50
2014 0603	00127121004	716	85.00	0.50	85.50
2014 0603	00127122002	716	85.00	0.50	85.50
2014 0603	00127123000	716	85.00	0.50	85.50
2014 0603	00127124008	716	85.00	0.50	85.50
2014 0603	00127201006	716	85.00	0.50	85.50
2014 0603	00127202004	716	85.00	0.50	85.50
2014 0603	00127203002	716	85.00	0.50	85.50
2014 0603	00127204000	716	85.00	0.50	85.50
2014 0603	00127205008	716	85.00	0.50	85.50
2014 0603	00127206006	716	85.00	0.50	85.50
2014 0603	00127207004	716	85.00	0.50	85.50
2014 0603	00127208002	716	85.00	0.50	85.50
2014 0603	00127209000	716	85.00	0.50	85.50
2014 0603	00127210005	716	85.00	0.50	85.50
2014 0603	00128001009	716	85.00	0.50	85.50
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2014 0603	00128006009	716	85.00	0.50	85.50
2014 0603	00128007007	716	85.00	0.50	85.50
2014 0603	00128008005	716	85.00	0.50	85.50
2014 0603	00128009003	716	85.00	0.50	85.50
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2014 0603	00128015008	716	85.00	0.50	85.50
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2014 0603	00128021003	716	85.00	0.50	85.50
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2014 0603	00128024007	716	85.00	0.50	85.50
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2014 0603	00129104004	716	85.00	0.50	85.50
2014 0603	00129105002	716	85.00	0.50	85.50

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2014 0603	00129107008	716	85.00	0.50	85.50
2014 0603	00129201006	716	85.00	0.50	85.50
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2014 0603	00129208002	716	85.00	0.50	85.50
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2014 0603	00129214007	716	85.00	0.50	85.50
2014 0603	00129215005	716	85.00	0.50	85.50
2014 0603	00129216003	716	85.00	0.50	85.50
2014 0603	00129217001	716	85.00	0.50	85.50
2014 0603	00129218009	716	85.00	0.50	85.50
2014 0603	00129219007	716	85.00	0.50	85.50
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2014 0603	00129223006	716	85.00	0.50	85.50
2014 0603	00129224004	716	85.00	0.50	85.50
2014 0603	00129225002	716	85.00	0.50	85.50
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2014 0603	00129227008	716	85.00	0.50	85.50
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2014 0603	00129229004	716	85.00	0.50	85.50
2014 0603	00129230009	716	85.00	0.50	85.50
2014 0603	00129231007	716	85.00	0.50	85.50
2014 0603	00129301002	716	85.00	0.50	85.50
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2014 0603	00129303008	716	85.00	0.50	85.50
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2014 0603	00129305004	716	85.00	0.50	85.50
2014 0603	00129306002	716	85.00	0.50	85.50
2014 0603	00129307000	716	85.00	0.50	85.50
2014 0603	00129308008	716	85.00	0.50	85.50
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2014 0603	00129311009	716	85.00	0.50	85.50
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2014 0603	00129313005	716	85.00	0.50	85.50
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2014 0603	00130003009	716	40.50	0.50	41.00
2014 0603	00130004007	716	40.50	0.50	41.00

qryExport

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2014 0603	00130006003	716	40.50	0.50	41.00
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2014 0603	00130009007	716	40.50	0.50	41.00
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2014 0603	00130024001	716	40.50	0.50	41.00
2014 0603	00130025009	716	85.00	0.50	85.50
2014 0603	00130026007	716	85.00	0.50	85.50
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2014 0603	00131101004	716	33.50	0.50	34.00
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2014 0603	00131103000	716	33.50	0.50	34.00
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2014 0603	00131105006	716	33.50	0.50	34.00
2014 0603	00131106004	716	33.50	0.50	34.00
2014 0603	00131107002	716	33.50	0.50	34.00
2014 0603	00131108000	716	33.50	0.50	34.00
2014 0603	00131109008	716	33.50	0.50	34.00
2014 0603	00131110003	716	33.50	0.50	34.00

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2014 0603	00131112009	716	33.50	0.50	34.00
2014 0603	00131113007	716	33.50	0.50	34.00
2014 0603	00131114005	716	33.50	0.50	34.00
2014 0603	00131115003	716	33.50	0.50	34.00
2014 0603	00131116001	716	33.50	0.50	34.00
2014 0603	00131117009	716	33.50	0.50	34.00
2014 0603	00131118007	716	33.50	0.50	34.00
2014 0603	00131119005	716	33.50	0.50	34.00
2014 0603	00131120000	716	33.50	0.50	34.00
2014 0603	00131121008	716	33.50	0.50	34.00
2014 0603	00131122006	716	33.50	0.50	34.00
2014 0603	00131123004	716	33.50	0.50	34.00
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2014 0603	00131149006	716	33.50	0.50	34.00
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2014 0603	00131156009	716	33.50	0.50	34.00
2014 0603	00131157007	716	33.50	0.50	34.00
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2014 0603	00131159003	716	33.50	0.50	34.00
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2014 0603	00131161006	716	33.50	0.50	34.00
2014 0603	00131162004	716	33.50	0.50	34.00

qryExport

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2014 0603	00131164000	716	33.50	0.50	34.00
2014 0603	00131201000	716	33.50	0.50	34.00
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2014 0603	00131205002	716	33.50	0.50	34.00
2014 0603	00131206000	716	33.50	0.50	34.00
2014 0603	00131207008	716	33.50	0.50	34.00
2014 0603	00131208006	716	33.50	0.50	34.00
2014 0603	00131209004	716	33.50	0.50	34.00
2014 0603	00131210009	716	33.50	0.50	34.00
2014 0603	00131211007	716	33.50	0.50	34.00
2014 0603	00131212005	716	33.50	0.50	34.00
2014 0603	00131213003	716	33.50	0.50	34.00
2014 0603	00131214001	716	33.50	0.50	34.00
2014 0603	00131215009	716	33.50	0.50	34.00
2014 0603	00131216007	716	33.50	0.50	34.00
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2014 0603	00138005005	716	33.50	0.50	34.00
2014 0603	00138006003	716	33.50	0.50	34.00

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2014 0603	00138008009	716	33.50	0.50	34.00
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2014 0603	00138022005	716	33.50	0.50	34.00
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2014 0603	00138029001	716	33.50	0.50	34.00
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2014 0603	00138031004	716	33.50	0.50	34.00
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2014 0603	00140007005	716	40.50	0.50	41.00
2014 0603	00140008003	716	40.50	0.50	41.00
2014 0603	00140009001	716	40.50	0.50	41.00
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2014 0603	00140011004	716	40.50	0.50	41.00
2014 0603	00140012002	716	40.50	0.50	41.00
2014 0603	00140013000	716	40.50	0.50	41.00
2014 0603	00140014008	716	40.50	0.50	41.00
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2014 0603	00140029005	716	40.50	0.50	41.00
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2014 0603	00140043001	716	85.00	0.50	85.50
2014 0603	00140044009	716	85.00	0.50	85.50
2014 0603	00140045007	716	85.00	0.50	85.50
2014 0603	00140046005	716	40.50	0.50	41.00

qryExport

2014 0603	00140047003	716	40.50	0.50	41.00
2014 0603	00140048001	716	40.50	0.50	41.00
2014 0603	00140049009	716	40.50	0.50	41.00
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2014 0603	00140051002	716	40.50	0.50	41.00
2014 0603	00140052000	716	40.50	0.50	41.00
2014 0603	00140053008	716	40.50	0.50	41.00
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2014 0603	00140055004	716	40.50	0.50	41.00
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2014 0603	00140057000	716	40.50	0.50	41.00
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2014 0603	00140060001	716	40.50	0.50	41.00
2014 0603	00140061009	716	40.50	0.50	41.00
2014 0603	00140062007	716	40.50	0.50	41.00
2014 0603	00140063005	716	40.50	0.50	41.00
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2014 0603	00140065001	716	40.50	0.50	41.00
2014 0603	00140066009	716	40.50	0.50	41.00
2014 0603	00140067007	716	40.50	0.50	41.00
2014 0603	00140068005	716	40.50	0.50	41.00
2014 0603	00140069003	716	40.50	0.50	41.00
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2014 0603	00141002000	716	33.50	0.50	34.00
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2014 0603	00141004006	716	33.50	0.50	34.00
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2014 0603	00141006002	716	33.50	0.50	34.00
2014 0603	00141007000	716	33.50	0.50	34.00
2014 0603	00141008008	716	33.50	0.50	34.00
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2014 0603	00141010001	716	33.50	0.50	34.00
2014 0603	00141011009	716	33.50	0.50	34.00
2014 0603	00141012007	716	33.50	0.50	34.00
2014 0603	00141013005	716	33.50	0.50	34.00
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2014 0603	00141015001	716	33.50	0.50	34.00
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2014 0603	00141020008	716	33.50	0.50	34.00
2014 0603	00141021006	716	33.50	0.50	34.00

qryExport

2014 0603	00141022004	716	33.50	0.50	34.00
2014 0603	00141023002	716	33.50	0.50	34.00
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2014 0603	00142004001	716	27.50	0.50	28.00
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2014 0603	00142007005	716	27.50	0.50	28.00
2014 0603	00142008003	716	27.50	0.50	28.00
2014 0603	00142009001	716	27.50	0.50	28.00
2014 0603	00142010006	716	27.50	0.50	28.00
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2014 0603	00142013000	716	27.50	0.50	28.00
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2014 0603	00143001002	716	67.50	0.50	68.00
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2014 0603	00143003008	716	67.50	0.50	68.00
2014 0603	00143004006	716	67.50	0.50	68.00
2014 0603	00143005004	716	67.50	0.50	68.00
2014 0603	00143006002	716	67.50	0.50	68.00
2014 0603	00143007000	716	67.51	0.50	68.01
2014 0603	00143008008	716	67.50	0.50	68.00
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2014 0603	00310110006	716	40.50	0.50	41.00
2014 0603	00310111004	716	40.50	0.50	41.00
2014 0603	00310112002	716	40.50	0.50	41.00
2014 0603	00310117002	716	157.50	0.50	158.00
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2014 0603	00310122009	716	27.50	0.50	28.00
2014 0603	00310123007	716	40.50	0.50	41.00
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2014 0603	00310221007	716	40.50	0.50	41.00
2014 0603	00310301009	716	35.00	0.50	35.50
2014 0603	00310302007	716	35.00	0.50	35.50
2014 0603	00310303005	716	35.00	0.50	35.50
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2014 0603	00310308005	716	40.50	0.50	41.00
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2014 0603	00310310008	716	35.00	0.50	35.50
2014 0603	00310311006	716	35.00	0.50	35.50

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2014 0603	00310402003	716	40.50	0.50	41.00
2014 0603	00310403001	716	40.50	0.50	41.00
2014 0603	00310405007	716	35.00	0.50	35.50
2014 0603	00310411002	716	35.00	0.50	35.50
2014 0603	00310412000	716	35.00	0.50	35.50
2014 0603	00310413008	716	40.50	0.50	41.00
2014 0603	00310414006	716	35.00	0.50	35.50
2014 0603	00314101007	716	40.50	0.50	41.00
2014 0603	00314102005	716	40.50	0.50	41.00
2014 0603	00314103003	716	40.50	0.50	41.00
2014 0603	00314104001	716	40.50	0.50	41.00
2014 0603	00314105009	716	40.50	0.50	41.00
2014 0603	00314106007	716	40.50	0.50	41.00
2014 0603	00314107005	716	40.50	0.50	41.00
2014 0603	00314108003	716	40.50	0.50	41.00
2014 0603	00314109001	716	40.50	0.50	41.00
2014 0603	00314110006	716	40.50	0.50	41.00
2014 0603	00314111004	716	40.50	0.50	41.00
2014 0603	00314113000	716	40.50	0.50	41.00
2014 0603	00314114008	716	40.50	0.50	41.00
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2014 0603	00314117002	716	40.50	0.50	41.00
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2014 0603	00314119008	716	40.50	0.50	41.00
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2014 0603	00314121001	716	40.50	0.50	41.00
2014 0603	00314122009	716	40.50	0.50	41.00
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2014 0603	00314204007	716	40.50	0.50	41.00
2014 0603	00314205005	716	40.50	0.50	41.00
2014 0603	00314206003	716	40.50	0.50	41.00
2014 0603	00314207001	716	40.50	0.50	41.00
2014 0603	00314208009	716	40.50	0.50	41.00
2014 0603	00314210002	716	40.50	0.50	41.00
2014 0603	00314211000	716	40.50	0.50	41.00
2014 0603	00314212008	716	40.50	0.50	41.00
2014 0603	00314213006	716	40.50	0.50	41.00
2014 0603	00314214004	716	40.50	0.50	41.00
2014 0603	00314215002	716	40.50	0.50	41.00
2014 0603	00314216000	716	40.50	0.50	41.00
2014 0603	00314217008	716	40.50	0.50	41.00
2014 0603	00314218006	716	40.50	0.50	41.00
2014 0603	00314219004	716	40.50	0.50	41.00
2014 0603	00314220009	716	35.00	0.50	35.50
2014 0603	00314221007	716	40.50	0.50	41.00
2014 0603	00314222005	716	40.50	0.50	41.00
2014 0603	00314223003	716	40.50	0.50	41.00
2014 0603	00314224001	716	40.50	0.50	41.00
2014 0603	00314225009	716	40.50	0.50	41.00

2014 0603	00314226007	716	40.50	0.50	41.00
2014 0603	00314227005	716	40.50	0.50	41.00
2014 0603	00314228003	716	40.50	0.50	41.00
2014 0603	00314229001	716	40.50	0.50	41.00
2014 0603	00314230006	716	40.50	0.50	41.00
2014 0603	00314231004	716	40.50	0.50	41.00
2014 0603	00314232002	716	35.01	0.50	35.51
2014 0603	00315102000	716	61.50	0.50	62.00
2014 0603	00315104006	716	40.50	0.50	41.00
2014 0603	00315105004	716	40.50	0.50	41.00
2014 0603	00315110001	716	40.50	0.50	41.00
2014 0603	00315111009	716	80.50	0.50	81.00
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2014 0603	00315118005	716	40.50	0.50	41.00
2014 0603	00315119003	716	230.00	0.50	230.50
2014 0603	00315202006	716	35.00	0.50	35.50
2014 0603	00315203004	716	35.00	0.50	35.50
2014 0603	00315204002	716	40.50	0.50	41.00
2014 0603	00315205000	716	40.50	0.50	41.00
2014 0603	00315206008	716	35.00	0.50	35.50
2014 0603	00315207006	716	35.00	0.50	35.50
2014 0603	00315208004	716	40.50	0.50	41.00
2014 0603	00315209002	716	35.00	0.50	35.50
2014 0603	00315213001	716	32.00	0.50	32.50
2014 0603	00315214009	716	32.00	0.50	32.50
2014 0603	00315215007	716	49.50	0.50	50.00
2014 0603	00315216005	716	92.50	0.50	93.00
2014 0603	00315217003	716	35.00	0.50	35.50
2014 0603	00315218001	716	49.50	0.50	50.00
2014 0603	00315223008	716	35.00	0.50	35.50
2014 0603	00315224006	716	157.50	0.50	158.00
2014 0603	00315225004	716	236.00	0.50	236.50
2014 0603	00315227000	716	40.50	0.50	41.00
2014 0603	00315228008	716	35.00	0.50	35.50
2014 0603	00315229006	716	331.01	0.50	331.51
2014 0603	00315301004	716	35.00	0.50	35.50
2014 0603	00315302002	716	40.50	0.50	41.00
2014 0603	00315303000	716	40.50	0.50	41.00
2014 0603	00315304008	716	40.50	0.50	41.00
2014 0603	00315305006	716	35.00	0.50	35.50
2014 0603	00315310003	716	73.50	0.50	74.00
2014 0603	00315311001	716	61.50	0.50	62.00
2014 0603	00315312009	716	288.00	0.50	288.50
2014 0603	00315313007	716	40.50	0.50	41.00
2014 0603	00315314005	716	280.50	0.50	281.00
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2014 0603	00315316001	716	40.50	0.50	41.00
2014 0603	00315317009	716	40.50	0.50	41.00
2014 0603	00316103003	716	40.50	0.50	41.00
2014 0603	00316105009	716	26.00	0.50	26.50
2014 0603	00316106007	716	26.00	0.50	26.50
2014 0603	00316107005	716	26.00	0.50	26.50

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2014 0603	00316108003	716	26.00	0.50	26.50
2014 0603	00316109001	716	26.00	0.50	26.50
2014 0603	00316110006	716	26.00	0.50	26.50
2014 0603	00316111004	716	26.00	0.50	26.50
2014 0603	00316115006	716	40.50	0.50	41.00
2014 0603	00316116004	716	40.50	0.50	41.00
2014 0603	00316117002	716	40.50	0.50	41.00
2014 0603	00316118000	716	35.00	0.50	35.50
2014 0603	00316119008	716	35.00	0.50	35.50
2014 0603	00316120003	716	40.50	0.50	41.00
2014 0603	00316121001	716	35.00	0.50	35.50
2014 0603	00316205005	716	26.00	0.50	26.50
2014 0603	00316209007	716	218.50	0.50	219.00
2014 0603	00316210002	716	26.00	0.50	26.50
2014 0603	00316211000	716	114.50	0.50	115.00
2014 0603	00316212008	716	114.50	0.50	115.00
2014 0603	00317103008	716	26.00	0.50	26.50
2014 0603	00317104006	716	26.00	0.50	26.50
2014 0603	00317105004	716	26.00	0.50	26.50
2014 0603	00317106002	716	26.00	0.50	26.50
2014 0603	00317108008	716	26.00	0.50	26.50
2014 0603	00317109006	716	26.00	0.50	26.50
2014 0603	00317110001	716	26.00	0.50	26.50
2014 0603	00317111009	716	26.00	0.50	26.50
2014 0603	00317112007	716	26.00	0.50	26.50
2014 0603	00317113005	716	26.00	0.50	26.50
2014 0603	00317114003	716	26.00	0.50	26.50
2014 0603	00317115001	716	26.00	0.50	26.50
2014 0603	00317116009	716	26.00	0.50	26.50
2014 0603	00317117007	716	26.00	0.50	26.50
2014 0603	00317118005	716	26.00	0.50	26.50
2014 0603	00317119003	716	40.50	0.50	41.00
2014 0603	00317120008	716	40.50	0.50	41.00
2014 0603	00317122004	716	49.50	0.50	50.00
2014 0603	00317201008	716	26.00	0.50	26.50
2014 0603	00317202006	716	26.00	0.50	26.50
2014 0603	00317203004	716	26.00	0.50	26.50
2014 0603	00317204002	716	26.00	0.50	26.50
2014 0603	00317209002	716	26.00	0.50	26.50
2014 0603	00317210007	716	26.00	0.50	26.50
2014 0603	00317211005	716	26.00	0.50	26.50
2014 0603	00317212003	716	26.00	0.50	26.50
2014 0603	00317213001	716	26.00	0.50	26.50
2014 0603	00317215007	716	26.00	0.50	26.50
2014 0603	00317216005	716	26.00	0.50	26.50
2014 0603	00317218001	716	26.00	0.50	26.50
2014 0603	00317219009	716	26.00	0.50	26.50
2014 0603	00317220004	716	26.00	0.50	26.50
2014 0603	00317221002	716	26.00	0.50	26.50
2014 0603	00317222000	716	26.00	0.50	26.50
2014 0603	00317223008	716	26.00	0.50	26.50
2014 0603	00319101002	716	76.00	0.50	76.50

qryExport

2014 0603	00319102000	716	61.50	0.50	62.00
2014 0603	00319104006	716	26.00	0.50	26.50
2014 0603	00319105004	716	26.00	0.50	26.50
2014 0603	00319106002	716	26.00	0.50	26.50
2014 0603	00319107000	716	125.00	0.50	125.50
2014 0603	00319202006	716	26.00	0.50	26.50
2014 0603	00319203004	716	26.00	0.50	26.50
2014 0603	00319205000	716	26.00	0.50	26.50
2014 0603	00319206008	716	26.00	0.50	26.50
2014 0603	00319207006	716	26.00	0.50	26.50
2014 0603	00319209002	716	26.00	0.50	26.50
2014 0603	00319213001	716	26.00	0.50	26.50
2014 0603	00319214009	716	26.00	0.50	26.50
2014 0603	00319215007	716	26.00	0.50	26.50
2014 0603	00319216005	716	62.03	0.50	62.53
2014 0603	00319302002	716	26.00	0.50	26.50
2014 0603	00319303000	716	26.00	0.50	26.50
2014 0603	00319304008	716	26.00	0.50	26.50
2014 0603	00319305006	716	26.00	0.50	26.50
2014 0603	00319306004	716	26.00	0.50	26.50
2014 0603	00319307002	716	26.00	0.50	26.50
2014 0603	00319310003	716	26.00	0.50	26.50
2014 0603	00319311001	716	26.00	0.50	26.50
2014 0603	00319312009	716	26.00	0.50	26.50
2014 0603	00319313007	716	26.00	0.50	26.50
2014 0603	00319314005	716	26.00	0.50	26.50
2014 0603	00319315003	716	26.00	0.50	26.50
2014 0603	00319316001	716	26.00	0.50	26.50
2014 0603	00319317009	716	26.00	0.50	26.50
2014 0603	00319318007	716	366.50	0.50	367.00
2014 0603	00319319005	716	88.03	0.50	88.53
2014 0603	00320001005	716	35.00	0.50	35.50
2014 0603	00320002003	716	35.00	0.50	35.50
2014 0603	00320003001	716	35.00	0.50	35.50
2014 0603	00320004009	716	35.00	0.50	35.50
2014 0603	00320005007	716	35.00	0.50	35.50
2014 0603	00320006005	716	35.00	0.50	35.50
2014 0603	00320007003	716	35.00	0.50	35.50
2014 0603	00320008001	716	35.00	0.50	35.50
2014 0603	00320009009	716	35.00	0.50	35.50
2014 0603	00320010004	716	35.00	0.50	35.50
2014 0603	00320011002	716	35.00	0.50	35.50
2014 0603	00320012000	716	35.00	0.50	35.50
2014 0603	00320013008	716	35.00	0.50	35.50
2014 0603	00320014006	716	35.00	0.50	35.50
2014 0603	00320015004	716	35.00	0.50	35.50
2014 0603	00320016002	716	35.00	0.50	35.50
2014 0603	00320017000	716	35.00	0.50	35.50
2014 0603	00320018008	716	35.00	0.50	35.50
2014 0603	00320019006	716	35.00	0.50	35.50
2014 0603	00320020001	716	35.00	0.50	35.50
2014 0603	00320021009	716	35.00	0.50	35.50

qryExport

2014 0603	00320022007	716	35.00	0.50	35.50
2014 0603	00320023005	716	35.00	0.50	35.50
2014 0603	00320024003	716	35.00	0.50	35.50
2014 0603	00320025001	716	35.00	0.50	35.50
2014 0603	00320026009	716	35.00	0.50	35.50
2014 0603	00320027007	716	35.00	0.50	35.50
2014 0603	00320028005	716	35.00	0.50	35.50
2014 0603	00320029003	716	35.00	0.50	35.50
2014 0603	00320030008	716	35.00	0.50	35.50
2014 0603	00320031006	716	35.00	0.50	35.50
2014 0603	00320032004	716	35.00	0.50	35.50
2014 0603	00320033002	716	35.00	0.50	35.50
2014 0603	00321001000	716	15.50	0.50	16.00
2014 0603	00321002008	716	36.00	0.50	36.50
2014 0603	00321003006	716	20.00	0.50	20.50
2014 0603	00321004004	716	39.00	0.50	39.50
2014 0603	00321005002	716	24.50	0.50	25.00
2014 0603	00321006000	716	52.50	0.50	53.00
2014 0603	00321113009	716	912.50	0.50	913.00
2014 0603	00321211009	716	24.50	0.50	25.00
2014 0603	00321212007	716	24.50	0.50	25.00
2014 0603	00321213005	716	24.50	0.50	25.00
2014 0603	00321216009	716	24.50	0.50	25.00
2014 0603	00321217007	716	24.50	0.50	25.00
2014 0603	00321218005	716	24.50	0.50	25.00
2014 0603	00321219003	716	24.50	0.50	25.00
2014 0603	00321221006	716	24.50	0.50	25.00
2014 0603	00321222004	716	24.50	0.50	25.00
2014 0603	00321223002	716	61.50	0.50	62.00
2014 0603	00321225008	716	24.50	0.50	25.00
2014 0603	00321226006	716	24.50	0.50	25.00
2014 0603	00321228002	716	24.50	0.50	25.00
2014 0603	00321229000	716	24.50	0.50	25.00
2014 0603	00321230005	716	29.00	0.50	29.50
2014 0603	00321232001	716	17.00	0.50	17.50
2014 0603	00321233009	716	17.00	0.50	17.50
2014 0603	00321234007	716	17.00	0.50	17.50
2014 0603	00321235005	716	17.00	0.50	17.50
2014 0603	00321236003	716	17.00	0.50	17.50
2014 0603	00321305000	716	12.50	0.50	13.00
2014 0603	00321306008	716	24.50	0.50	25.00
2014 0603	00321307006	716	24.50	0.50	25.00
2014 0603	00321308004	716	24.50	0.50	25.00
2014 0603	00321309002	716	24.50	0.50	25.00
2014 0603	00321310007	716	24.50	0.50	25.00
2014 0603	00321311005	716	24.50	0.50	25.00
2014 0603	00323019001	716	35.00	0.50	35.50
2014 0603	00323020006	716	35.00	0.50	35.50
2014 0603	00323021004	716	35.00	0.50	35.50
2014 0603	00324101001	716	1,047.00	0.50	1,047.50
2014 0603	00324202005	716	49.50	0.50	50.00
2014 0603	00324203003	716	73.50	0.50	74.00

qryExport

2014 0603	00324207005	716	24.50	0.50	25.00
2014 0603	00324210006	716	35.00	0.50	35.50
2014 0603	00324211004	716	40.50	0.50	41.00
2014 0603	00324212002	716	40.50	0.50	41.00
2014 0603	00324213000	716	40.50	0.50	41.00
2014 0603	00324214008	716	35.00	0.50	35.50
2014 0603	00324215006	716	35.00	0.50	35.50
2014 0603	00324216004	716	40.50	0.50	41.00
2014 0603	00324217002	716	40.50	0.50	41.00
2014 0603	00324218000	716	40.50	0.50	41.00
2014 0603	00324219008	716	40.50	0.50	41.00
2014 0603	00324220003	716	40.50	0.50	41.00
2014 0603	00324221001	716	35.00	0.50	35.50
2014 0603	00324222009	716	40.50	0.50	41.00
2014 0603	00324223007	716	35.00	0.50	35.50
2014 0603	00324226001	716	24.50	0.50	25.00
2014 0603	00324232006	716	335.00	0.50	335.50
2014 0603	00324233004	716	76.00	0.50	76.50
2014 0603	00324235000	716	49.00	0.50	49.50
2014 0603	00324303009	716	40.50	0.50	41.00
2014 0603	00324304007	716	35.00	0.50	35.50
2014 0603	00324305005	716	40.50	0.50	41.00
2014 0603	00324306003	716	40.50	0.50	41.00
2014 0603	00324307001	716	40.50	0.50	41.00
2014 0603	00324308009	716	35.00	0.50	35.50
2014 0603	00324318006	716	40.50	0.50	41.00
2014 0603	00324320009	716	40.50	0.50	41.00
2014 0603	00324322005	716	35.00	0.50	35.50
2014 0603	00324326007	716	40.50	0.50	41.00
2014 0603	00324328003	716	35.00	0.50	35.50
2014 0603	00324329001	716	35.00	0.50	35.50
2014 0603	00324330006	716	35.00	0.50	35.50
2014 0603	00324331004	716	35.00	0.50	35.50
2014 0603	00325102004	716	61.50	0.50	62.00
2014 0603	00325103002	716	208.00	0.50	208.50
2014 0603	00325104000	716	40.50	0.50	41.00
2014 0603	00325105008	716	40.50	0.50	41.00
2014 0603	00325106006	716	61.50	0.50	62.00
2014 0603	00325107004	716	35.00	0.50	35.50
2014 0603	00325112001	716	35.00	0.50	35.50
2014 0603	00325117001	716	63.00	0.50	63.50
2014 0603	00325121000	716	311.50	0.50	312.00
2014 0603	00325203008	716	40.50	0.50	41.00
2014 0603	00325204006	716	40.50	0.50	41.00
2014 0603	00325205004	716	40.50	0.50	41.00
2014 0603	00325206002	716	40.50	0.50	41.00
2014 0603	00325207000	716	40.50	0.50	41.00
2014 0603	00325208008	716	35.00	0.50	35.50
2014 0603	00325211009	716	280.50	0.50	281.00
2014 0603	00325217007	716	35.00	0.50	35.50
2014 0603	00325219003	716	440.50	0.50	441.00
2014 0603	00325220008	716	440.50	0.50	441.00

qryExport

2014 0603	00325221006	716	40.50	0.50	41.00
2014 0603	00325222004	716	40.50	0.50	41.00
2014 0603	00325301008	716	144.50	0.50	145.00
2014 0603	00325302006	716	92.50	0.50	93.00
2014 0603	00325303004	716	311.50	0.50	312.00
2014 0603	00325304002	716	501.00	0.50	501.50
2014 0603	00325305000	716	40.50	0.50	41.00
2014 0603	00325306008	716	40.50	0.50	41.00
2014 0603	00325307006	716	40.50	0.50	41.00
2014 0603	00325308004	716	249.50	0.50	250.00
2014 0603	00325403000	716	40.50	0.50	41.00
2014 0603	00325404008	716	40.50	0.50	41.00
2014 0603	00325405006	716	35.00	0.50	35.50
2014 0603	00325406004	716	40.50	0.50	41.00
2014 0603	00325407002	716	40.50	0.50	41.00
2014 0603	00325408000	716	40.50	0.50	41.00
2014 0603	00325409008	716	40.50	0.50	41.00
2014 0603	00325410003	716	40.50	0.50	41.00
2014 0603	00325411001	716	40.50	0.50	41.00
2014 0603	00325412009	716	35.00	0.50	35.50
2014 0603	00325413007	716	35.00	0.50	35.50
2014 0603	00325414005	716	40.50	0.50	41.00
2014 0603	00325415003	716	40.50	0.50	41.00
2014 0603	00325416001	716	35.00	0.50	35.50
2014 0603	00325417009	716	35.00	0.50	35.50
2014 0603	00326103007	716	61.50	0.50	62.00
2014 0603	00326104005	716	32.00	0.50	32.50
2014 0603	00326105003	716	61.50	0.50	62.00
2014 0603	00326106001	716	32.00	0.50	32.50
2014 0603	00326107009	716	209.50	0.50	210.00
2014 0603	00326109005	716	217.00	0.50	217.50
2014 0603	00326110000	716	125.00	0.50	125.50
2014 0603	00326201007	716	125.00	0.50	125.50
2014 0603	00326204001	716	61.50	0.50	62.00
2014 0603	00326205009	716	76.00	0.50	76.50
2014 0603	00326206007	716	35.00	0.50	35.50
2014 0603	00326209001	716	32.00	0.50	32.50
2014 0603	00326210006	716	61.50	0.50	62.00
2014 0603	00326212002	716	35.00	0.50	35.50
2014 0603	00326213000	716	40.50	0.50	41.00
2014 0603	00326214008	716	35.00	0.50	35.50
2014 0603	00326217002	716	40.50	0.50	41.00
2014 0603	00326218000	716	55.50	0.50	56.00
2014 0603	00326219008	716	43.50	0.50	44.00
2014 0603	00326220003	716	249.50	0.50	250.00
2014 0603	00326221001	716	286.00	0.50	286.50
2014 0603	00326301003	716	255.50	0.50	256.00
2014 0603	00326303009	716	262.50	0.50	263.00
2014 0603	00326305005	716	73.50	0.50	74.00
2014 0603	00326306003	716	86.50	0.50	87.00
2014 0603	00326314004	716	442.00	0.50	442.50
2014 0603	00326315002	716	224.00	0.50	224.50

qryExport

2014 0603	00326316000	716	36.00	0.50	36.50
2014 0603	00326323003	716	224.00	0.50	224.50
2014 0603	00326324001	716	55.50	0.50	56.00
2014 0603	00326327005	716	92.50	0.50	93.00
2014 0603	00326328003	716	532.00	0.50	532.50
2014 0603	00326329001	716	132.50	0.50	133.00
2014 0603	00326330006	716	138.50	0.50	139.00
2014 0603	00326333000	716	141.50	0.50	142.00
2014 0603	00328002003	716	101.50	0.50	102.00
2014 0603	00328003001	716	35.00	0.50	35.50
2014 0603	00328008001	716	35.00	0.50	35.50
2014 0603	00328009009	716	35.00	0.50	35.50
2014 0603	00328010004	716	35.00	0.50	35.50
2014 0603	00328011002	716	35.00	0.50	35.50
2014 0603	00328012000	716	35.00	0.50	35.50
2014 0603	00328017000	716	202.50	0.50	203.00
2014 0603	00329101006	716	26.00	0.50	26.50
2014 0603	00329102004	716	126.50	0.50	127.00
2014 0603	00329103002	716	126.50	0.50	127.00
2014 0603	00329104000	716	126.50	0.50	127.00
2014 0603	00329105008	716	126.50	0.50	127.00
2014 0603	00329106006	716	126.50	0.50	127.00
2014 0603	00329107004	716	126.50	0.50	127.00
2014 0603	00329108002	716	126.50	0.50	127.00
2014 0603	00329109000	716	126.50	0.50	127.00
2014 0603	00329110005	716	126.50	0.50	127.00
2014 0603	00329111003	716	126.50	0.50	127.00
2014 0603	00329112001	716	126.50	0.50	127.00
2014 0603	00329113009	716	126.50	0.50	127.00
2014 0603	00329114007	716	126.50	0.50	127.00
2014 0603	00329115005	716	126.50	0.50	127.00
2014 0603	00329116003	716	126.50	0.50	127.00
2014 0603	00329117001	716	126.50	0.50	127.00
2014 0603	00329118009	716	126.50	0.50	127.00
2014 0603	00329119007	716	126.50	0.50	127.00
2014 0603	00329120002	716	126.50	0.50	127.00
2014 0603	00329121000	716	126.50	0.50	127.00
2014 0603	00329122008	716	126.50	0.50	127.00
2014 0603	00329123006	716	126.50	0.50	127.00
2014 0603	00329124004	716	126.50	0.50	127.00
2014 0603	00329125002	716	126.50	0.50	127.00
2014 0603	00329126000	716	126.50	0.50	127.00
2014 0603	00329127008	716	126.50	0.50	127.00
2014 0603	00329128006	716	126.50	0.50	127.00
2014 0603	00329129004	716	126.50	0.50	127.00
2014 0603	00329130009	716	126.50	0.50	127.00
2014 0603	00329131007	716	26.00	0.50	26.50
2014 0603	00329132005	716	26.00	0.50	26.50
2014 0603	00329134001	716	26.00	0.50	26.50
2014 0603	00329135009	716	26.00	0.50	26.50
2014 0603	00329136007	716	26.00	0.50	26.50
2014 0603	00329137005	716	26.00	0.50	26.50

qryExport

2014 0603	00329138003	716	26.00	0.50	26.50
2014 0603	00329139001	716	26.00	0.50	26.50
2014 0603	00329140006	716	26.00	0.50	26.50
2014 0603	00329141004	716	26.00	0.50	26.50
2014 0603	00329142002	716	26.00	0.50	26.50
2014 0603	00329201002	716	126.50	0.50	127.00
2014 0603	00329202000	716	126.50	0.50	127.00
2014 0603	00329203008	716	126.50	0.50	127.00
2014 0603	00329204006	716	126.50	0.50	127.00
2014 0603	00329205004	716	126.50	0.50	127.00
2014 0603	00329206002	716	126.50	0.50	127.00
2014 0603	00329207000	716	126.50	0.50	127.00
2014 0603	00329208008	716	126.50	0.50	127.00
2014 0603	00329209006	716	126.50	0.50	127.00
2014 0603	00329210001	716	126.50	0.50	127.00
2014 0603	00329211009	716	126.50	0.50	127.00
2014 0603	00329212007	716	126.50	0.50	127.00
2014 0603	00329213005	716	126.50	0.50	127.00
2014 0603	00329214003	716	126.50	0.50	127.00
2014 0603	00329215001	716	126.50	0.50	127.00
2014 0603	00329216009	716	126.50	0.50	127.00
2014 0603	00329217007	716	126.50	0.50	127.00
2014 0603	00329218005	716	234.50	0.50	235.00
2014 0603	00329219003	716	234.50	0.50	235.00
2014 0603	00329220008	716	234.50	0.50	235.00
2014 0603	00329223002	716	234.50	0.50	235.00
2014 0603	00329224000	716	393.00	0.50	393.50
2014 0603	00330103001	716	40.50	0.50	41.00
2014 0603	00330104009	716	40.50	0.50	41.00
2014 0603	00330105007	716	40.50	0.50	41.00
2014 0603	00330106005	716	40.50	0.50	41.00
2014 0603	00330107003	716	35.00	0.50	35.50
2014 0603	00330108001	716	35.00	0.50	35.50
2014 0603	00330111002	716	40.50	0.50	41.00
2014 0603	00330112000	716	40.50	0.50	41.00
2014 0603	00330113008	716	40.50	0.50	41.00
2014 0603	00330120001	716	40.50	0.50	41.00
2014 0603	00330122007	716	40.50	0.50	41.00
2014 0603	00330126009	716	440.50	0.50	441.00
2014 0603	00330127007	716	440.50	0.50	441.00
2014 0603	00330204005	716	35.00	0.50	35.50
2014 0603	00330207009	716	35.01	0.50	35.51
2014 0603	00330301007	716	35.00	0.50	35.50
2014 0603	00330302005	716	35.00	0.50	35.50
2014 0603	00330303003	716	35.00	0.50	35.50
2014 0603	00330304001	716	35.00	0.50	35.50
2014 0603	00330306007	716	40.50	0.50	41.00
2014 0603	00330308003	716	40.50	0.50	41.00
2014 0603	00330309001	716	40.50	0.50	41.00
2014 0603	00330310006	716	40.50	0.50	41.00
2014 0603	00330311004	716	40.50	0.50	41.00
2014 0603	00330314008	716	40.50	0.50	41.00

qryExport

2014 0603	00330315006	716	40.50	0.50	41.00
2014 0603	00330316004	716	40.50	0.50	41.00
2014 0603	00330317002	716	35.00	0.50	35.50
2014 0603	00330318000	716	35.00	0.50	35.50
2014 0603	00330319008	716	35.00	0.50	35.50
2014 0603	00330402001	716	40.50	0.50	41.00
2014 0603	00330403009	716	35.00	0.50	35.50
2014 0603	00330404007	716	40.50	0.50	41.00
2014 0603	00330405005	716	35.00	0.50	35.50
2014 0603	00330409007	716	35.00	0.50	35.50
2014 0603	00330410002	716	35.00	0.50	35.50
2014 0603	00330411000	716	40.50	0.50	41.00
2014 0603	00330412008	716	35.00	0.50	35.50
2014 0603	00330501009	716	35.00	0.50	35.50
2014 0603	00330502007	716	40.50	0.50	41.00
2014 0603	00330503005	716	40.50	0.50	41.00
2014 0603	00330504003	716	35.00	0.50	35.50
2014 0603	00330505001	716	40.50	0.50	41.00
2014 0603	00330507007	716	912.50	0.50	913.00
2014 0603	00330508005	716	35.00	0.50	35.50
2014 0603	00330509003	716	40.50	0.50	41.00
2014 0603	00330510008	716	35.00	0.50	35.50
2014 0603	00330511006	716	35.00	0.50	35.50
2014 0603	00330512004	716	35.00	0.50	35.50
2014 0603	00330513002	716	40.50	0.50	41.00
2014 0603	00331101000	716	40.50	0.50	41.00
2014 0603	00331102008	716	40.50	0.50	41.00
2014 0603	00331104004	716	230.00	0.50	230.50
2014 0603	00331105002	716	61.50	0.50	62.00
2014 0603	00331106000	716	52.50	0.50	53.00
2014 0603	00331107008	716	268.50	0.50	269.00
2014 0603	00331108006	716	40.50	0.50	41.00
2014 0603	00331109004	716	35.00	0.50	35.50
2014 0603	00331110009	716	35.00	0.50	35.50
2014 0603	00331111007	716	40.50	0.50	41.00
2014 0603	00331112005	716	40.50	0.50	41.00
2014 0603	00331113003	716	40.50	0.50	41.00
2014 0603	00331201006	716	40.50	0.50	41.00
2014 0603	00331202004	716	35.00	0.50	35.50
2014 0603	00331204000	716	249.50	0.50	250.00
2014 0603	00331207004	716	92.50	0.50	93.00
2014 0603	00331208002	716	61.50	0.50	62.00
2014 0603	00331209000	716	61.50	0.50	62.00
2014 0603	00331210005	716	32.00	0.50	32.50
2014 0603	00331211003	716	249.50	0.50	250.00
2014 0603	00331212001	716	217.00	0.50	217.50
2014 0603	00331213009	716	217.00	0.50	217.50
2014 0603	00331215005	716	40.50	0.50	41.00
2014 0603	00331216003	716	35.00	0.50	35.50
2014 0603	00331217001	716	35.00	0.50	35.50
2014 0603	00331218009	716	40.50	0.50	41.00
2014 0603	00331220002	716	32.00	0.50	32.50

qryExport

2014 0603	00331221000	716	32.00	0.50	32.50
2014 0603	00331222008	716	35.00	0.50	35.50
2014 0603	00331223006	716	35.00	0.50	35.50
2014 0603	00331224004	716	40.50	0.50	41.00
2014 0603	00331301002	716	582.50	0.50	583.00
2014 0603	00331305004	716	40.50	0.50	41.00
2014 0603	00331306002	716	40.50	0.50	41.00
2014 0603	00331307000	716	35.00	0.50	35.50
2014 0603	00331308008	716	35.00	0.50	35.50
2014 0603	00331309006	716	35.00	0.50	35.50
2014 0603	00331310001	716	35.00	0.50	35.50
2014 0603	00331311009	716	114.50	0.50	115.00
2014 0603	00331401008	716	221.00	0.50	221.50
2014 0603	00331402006	716	61.50	0.50	62.00
2014 0603	00331403004	716	40.50	0.50	41.00
2014 0603	00331404002	716	35.00	0.50	35.50
2014 0603	00331405000	716	21.50	0.50	22.00
2014 0603	00331406008	716	21.50	0.50	22.00
2014 0603	00331407006	716	29.00	0.50	29.50
2014 0603	00331408004	716	283.50	0.50	284.00
2014 0603	00331409002	716	61.50	0.50	62.00
2014 0603	00331410007	716	32.00	0.50	32.50
2014 0603	00332101005	716	35.00	0.50	35.50
2014 0603	00332102003	716	35.00	0.50	35.50
2014 0603	00332105007	716	35.00	0.50	35.50
2014 0603	00332106005	716	40.50	0.50	41.00
2014 0603	00332107003	716	35.00	0.50	35.50
2014 0603	00332108001	716	40.50	0.50	41.00
2014 0603	00332109009	716	40.50	0.50	41.00
2014 0603	00332110004	716	40.50	0.50	41.00
2014 0603	00332111002	716	35.00	0.50	35.50
2014 0603	00332112000	716	40.50	0.50	41.00
2014 0603	00332201001	716	40.50	0.50	41.00
2014 0603	00332202009	716	40.50	0.50	41.00
2014 0603	00332203007	716	40.50	0.50	41.00
2014 0603	00332204005	716	35.00	0.50	35.50
2014 0603	00332205003	716	40.50	0.50	41.00
2014 0603	00332206001	716	35.00	0.50	35.50
2014 0603	00332207009	716	40.50	0.50	41.00
2014 0603	00332208007	716	35.00	0.50	35.50
2014 0603	00332209005	716	40.50	0.50	41.00
2014 0603	00332210000	716	40.50	0.50	41.00
2014 0603	00332213004	716	35.00	0.50	35.50
2014 0603	00332401003	716	35.00	0.50	35.50
2014 0603	00332402001	716	35.00	0.50	35.50
2014 0603	00332403009	716	35.00	0.50	35.50
2014 0603	00332404007	716	35.00	0.50	35.50
2014 0603	00332502007	716	26.00	0.50	26.50
2014 0603	00332503005	716	26.00	0.50	26.50
2014 0603	00332504003	716	26.00	0.50	26.50
2014 0603	00332505001	716	26.00	0.50	26.50
2014 0603	00332506009	716	26.00	0.50	26.50

qryExport

2014 0603	00332507007	716	42.00	0.50	42.50
2014 0603	00332508005	716	40.50	0.50	41.00
2014 0603	00332509003	716	35.00	0.50	35.50
2014 0603	00332510008	716	35.00	0.50	35.50
2014 0603	00332511006	716	35.00	0.50	35.50
2014 0603	00332512004	716	40.50	0.50	41.00
2014 0603	00332513002	716	35.00	0.50	35.50
2014 0603	00332514000	716	40.50	0.50	41.00
2014 0603	00333101000	716	40.50	0.50	41.00
2014 0603	00333102008	716	35.00	0.50	35.50
2014 0603	00333103006	716	35.00	0.50	35.50
2014 0603	00333104004	716	40.50	0.50	41.00
2014 0603	00333105002	716	35.00	0.50	35.50
2014 0603	00333106000	716	40.50	0.50	41.00
2014 0603	00333201006	716	26.00	0.50	26.50
2014 0603	00333202004	716	26.00	0.50	26.50
2014 0603	00333206006	716	26.00	0.50	26.50
2014 0603	00333207004	716	26.00	0.50	26.50
2014 0603	00333208002	716	26.00	0.50	26.50
2014 0603	00333209000	716	26.00	0.50	26.50
2014 0603	00333210005	716	26.00	0.50	26.50
2014 0603	00333211003	716	26.00	0.50	26.50
2014 0603	00333212001	716	26.00	0.50	26.50
2014 0603	00333214007	716	26.00	0.50	26.50
2014 0603	00333301002	716	40.50	0.50	41.00
2014 0603	00333303008	716	26.00	0.50	26.50
2014 0603	00333306002	716	40.50	0.50	41.00
2014 0603	00333309006	716	26.00	0.50	26.50
2014 0603	00333310001	716	26.00	0.50	26.50
2014 0603	00333311009	716	26.00	0.50	26.50
2014 0603	00333312007	716	26.00	0.50	26.50
2014 0603	00333313005	716	26.00	0.50	26.50
2014 0603	00333314003	716	26.00	0.50	26.50
2014 0603	00333315001	716	26.00	0.50	26.50
2014 0603	00333318005	716	26.00	0.50	26.50
2014 0603	00333320008	716	40.50	0.50	41.00
2014 0603	00333321006	716	26.00	0.50	26.50
2014 0603	00333322004	716	26.00	0.50	26.50
2014 0603	00333323002	716	18.50	0.50	19.00
2014 0603	00333324000	716	15.50	0.50	16.00
2014 0603	00334001009	716	26.00	0.50	26.50
2014 0603	00334002007	716	26.00	0.50	26.50
2014 0603	00334003005	716	26.00	0.50	26.50
2014 0603	00334004003	716	26.00	0.50	26.50
2014 0603	00334005001	716	26.00	0.50	26.50
2014 0603	00334006009	716	26.00	0.50	26.50
2014 0603	00334007007	716	26.00	0.50	26.50
2014 0603	00334008005	716	26.00	0.50	26.50
2014 0603	00334009003	716	26.00	0.50	26.50
2014 0603	00334010008	716	26.00	0.50	26.50
2014 0603	00334011006	716	26.00	0.50	26.50
2014 0603	00334012004	716	26.00	0.50	26.50

qryExport

2014 0603	00334013002	716	26.00	0.50	26.50
2014 0603	00334014000	716	26.00	0.50	26.50
2014 0603	00334015008	716	26.00	0.50	26.50
2014 0603	00334016006	716	26.00	0.50	26.50
2014 0603	00334017004	716	26.00	0.50	26.50
2014 0603	00334018002	716	26.00	0.50	26.50
2014 0603	00334019000	716	26.00	0.50	26.50
2014 0603	00334020005	716	26.00	0.50	26.50
2014 0603	00334021003	716	26.00	0.50	26.50
2014 0603	00334022001	716	26.00	0.50	26.50
2014 0603	00334023009	716	26.00	0.50	26.50
2014 0603	00334024007	716	26.00	0.50	26.50
2014 0603	00334025005	716	26.00	0.50	26.50
2014 0603	00334026003	716	26.00	0.50	26.50
2014 0603	00334027001	716	26.00	0.50	26.50
2014 0603	00334028009	716	26.00	0.50	26.50
2014 0603	00334029007	716	26.00	0.50	26.50
2014 0603	00334030002	716	26.00	0.50	26.50
2014 0603	00334031000	716	26.00	0.50	26.50
2014 0603	00334032008	716	26.00	0.50	26.50
2014 0603	00334033006	716	26.00	0.50	26.50
2014 0603	00335101000	716	26.00	0.50	26.50
2014 0603	00335102008	716	26.00	0.50	26.50
2014 0603	00335103006	716	26.00	0.50	26.50
2014 0603	00335104004	716	26.00	0.50	26.50
2014 0603	00335105002	716	26.00	0.50	26.50
2014 0603	00335106000	716	26.00	0.50	26.50
2014 0603	00335107008	716	126.50	0.50	127.00
2014 0603	00335108006	716	126.50	0.50	127.00
2014 0603	00335109004	716	126.50	0.50	127.00
2014 0603	00335110009	716	126.50	0.50	127.00
2014 0603	00335111007	716	126.50	0.50	127.00
2014 0603	00335112005	716	126.50	0.50	127.00
2014 0603	00335113003	716	126.50	0.50	127.00
2014 0603	00335114001	716	126.50	0.50	127.00
2014 0603	00335115009	716	126.50	0.50	127.00
2014 0603	00335116007	716	126.50	0.50	127.00
2014 0603	00335117005	716	126.50	0.50	127.00
2014 0603	00335118003	716	126.50	0.50	127.00
2014 0603	00335119001	716	126.50	0.50	127.00
2014 0603	00335120006	716	126.50	0.50	127.00
2014 0603	00335121004	716	126.50	0.50	127.00
2014 0603	00335122002	716	126.50	0.50	127.00
2014 0603	00335123000	716	126.50	0.50	127.00
2014 0603	00335124008	716	126.50	0.50	127.00
2014 0603	00335125006	716	126.50	0.50	127.00
2014 0603	00335126004	716	126.50	0.50	127.00
2014 0603	00335127002	716	126.50	0.50	127.00
2014 0603	00335128000	716	126.50	0.50	127.00
2014 0603	00335129008	716	126.50	0.50	127.00
2014 0603	00335130003	716	126.50	0.50	127.00
2014 0603	00335131001	716	126.50	0.50	127.00

2014 0603	00335132009	716	126.50	0.50	127.00
2014 0603	00335133007	716	126.50	0.50	127.00
2014 0603	00335134005	716	126.50	0.50	127.00
2014 0603	00335135003	716	126.50	0.50	127.00
2014 0603	00335136001	716	126.50	0.50	127.00
2014 0603	00335137009	716	126.50	0.50	127.00
2014 0603	00335138007	716	126.50	0.50	127.00
2014 0603	00335139005	716	126.50	0.50	127.00
2014 0603	00335140000	716	126.50	0.50	127.00
2014 0603	00335141008	716	126.50	0.50	127.00
2014 0603	00335142006	716	126.50	0.50	127.00
2014 0603	00335143004	716	126.50	0.50	127.00
2014 0603	00335201006	716	126.50	0.50	127.00
2014 0603	00335202004	716	126.50	0.50	127.00
2014 0603	00335203002	716	126.50	0.50	127.00
2014 0603	00335204000	716	126.50	0.50	127.00
2014 0603	00335205008	716	126.50	0.50	127.00
2014 0603	00335206006	716	126.50	0.50	127.00
2014 0603	00335207004	716	126.50	0.50	127.00
2014 0603	00335208002	716	126.50	0.50	127.00
2014 0603	00335209000	716	126.50	0.50	127.00
2014 0603	00335210005	716	126.50	0.50	127.00
2014 0603	00335211003	716	126.50	0.50	127.00
2014 0603	00335212001	716	126.50	0.50	127.00
2014 0603	00335301002	716	126.50	0.50	127.00
2014 0603	00335302000	716	126.50	0.50	127.00
2014 0603	00335303008	716	126.50	0.50	127.00
2014 0603	00335304006	716	126.50	0.50	127.00
2014 0603	00335305004	716	126.50	0.50	127.00
2014 0603	00335306002	716	126.50	0.50	127.00
2014 0603	00335307000	716	126.50	0.50	127.00
2014 0603	00335308008	716	126.50	0.50	127.00
2014 0603	00335309006	716	126.50	0.50	127.00
2014 0603	00335310001	716	126.50	0.50	127.00
2014 0603	00335311009	716	126.50	0.50	127.00
2014 0603	00335312007	716	126.50	0.50	127.00
2014 0603	00336001009	716	40.50	0.50	41.00
2014 0603	00336002007	716	9.50	0.50	10.00
2014 0603	00336003005	716	46.50	0.50	47.00
2014 0603	00336006009	716	3.50	0.50	4.00
2014 0603	00336007007	716	15.50	0.50	16.00
2014 0603	00336008005	716	26.00	0.50	26.50
2014 0603	00336010008	716	15.50	0.50	16.00
2014 0603	00336012004	716	61.50	0.50	62.00
2014 0603	00336013002	716	21.50	0.50	22.00
2014 0603	00336014000	716	79.00	0.50	79.50
2014 0603	00336015008	716	29.00	0.50	29.50
2014 0603	00336016006	716	46.50	0.50	47.00
2014 0603	00336017004	716	15.50	0.50	16.00
2014 0603	00336020005	716	19.00	0.50	19.50
2014 0603	00336022001	716	32.00	0.50	32.50
2014 0603	00337005006	716	26.00	0.50	26.50

qryExport

2014 0603	00337006004	716	26.00	0.50	26.50
2014 0603	00337007002	716	26.00	0.50	26.50
2014 0603	00337008000	716	26.00	0.50	26.50
2014 0603	00337009008	716	26.00	0.50	26.50
2014 0603	00337010003	716	26.00	0.50	26.50
2014 0603	00337011001	716	26.00	0.50	26.50
2014 0603	00338101005	716	26.00	0.50	26.50
2014 0603	00338102003	716	26.00	0.50	26.50
2014 0603	00338103001	716	26.00	0.50	26.50
2014 0603	00338104009	716	26.00	0.50	26.50
2014 0603	00338105007	716	26.00	0.50	26.50
2014 0603	00338106005	716	26.00	0.50	26.50
2014 0603	00338107003	716	26.00	0.50	26.50
2014 0603	00338108001	716	26.00	0.50	26.50
2014 0603	00338109009	716	26.00	0.50	26.50
2014 0603	00338110004	716	26.00	0.50	26.50
2014 0603	00338111002	716	26.00	0.50	26.50
2014 0603	00338112000	716	26.00	0.50	26.50
2014 0603	00338113008	716	26.00	0.50	26.50
2014 0603	00338114006	716	26.00	0.50	26.50
2014 0603	00338115004	716	26.00	0.50	26.50
2014 0603	00338116002	716	26.00	0.50	26.50
2014 0603	00338117000	716	26.00	0.50	26.50
2014 0603	00338118008	716	26.00	0.50	26.50
2014 0603	00338119006	716	26.00	0.50	26.50
2014 0603	00338120001	716	26.00	0.50	26.50
2014 0603	00338121009	716	26.00	0.50	26.50
2014 0603	00338122007	716	26.00	0.50	26.50
2014 0603	00338123005	716	26.00	0.50	26.50
2014 0603	00338124003	716	26.00	0.50	26.50
2014 0603	00338125001	716	26.00	0.50	26.50
2014 0603	00338126009	716	26.00	0.50	26.50
2014 0603	00338127007	716	26.00	0.50	26.50
2014 0603	00338128005	716	26.00	0.50	26.50
2014 0603	00338129003	716	26.00	0.50	26.50
2014 0603	00338130008	716	26.00	0.50	26.50
2014 0603	00338131006	716	26.00	0.50	26.50
2014 0603	00338132004	716	26.00	0.50	26.50
2014 0603	00338201001	716	40.50	0.50	41.00
2014 0603	00338202009	716	40.50	0.50	41.00
2014 0603	00338203007	716	40.50	0.50	41.00
2014 0603	00338204005	716	40.50	0.50	41.00
2014 0603	00338205003	716	35.00	0.50	35.50
2014 0603	00338206001	716	40.50	0.50	41.00
2014 0603	00338207009	716	40.50	0.50	41.00
2014 0603	00338208007	716	40.50	0.50	41.00
2014 0603	00338209005	716	40.50	0.50	41.00
2014 0603	00338211008	716	40.50	0.50	41.00
2014 0603	00338212006	716	35.00	0.50	35.50
2014 0603	00338213004	716	40.50	0.50	41.00
2014 0603	00338214002	716	35.00	0.50	35.50
2014 0603	00338215000	716	40.50	0.50	41.00

qryExport

2014 0603	00338216008	716	40.50	0.50	41.00
2014 0603	00338217006	716	40.50	0.50	41.00
2014 0603	00338218004	716	40.50	0.50	41.00
2014 0603	00338219002	716	40.50	0.50	41.00
2014 0603	00338220007	716	40.50	0.50	41.00
2014 0603	00338301007	716	40.50	0.50	41.00
2014 0603	00338302005	716	40.50	0.50	41.00
2014 0603	00338303003	716	40.50	0.50	41.00
2014 0603	00338304001	716	40.50	0.50	41.00
2014 0603	00338305009	716	40.50	0.50	41.00
2014 0603	00343105006	716	40.50	0.50	41.00
2014 0603	00343106004	716	35.00	0.50	35.50
2014 0603	00343107002	716	35.00	0.50	35.50
2014 0603	00343109008	716	40.50	0.50	41.00
2014 0603	00343112009	716	40.50	0.50	41.00
2014 0603	00343121008	716	35.00	0.50	35.50
2014 0603	00343401002	716	40.50	0.50	41.00
2014 0603	00343402000	716	40.50	0.50	41.00
2014 0603	00343403008	716	40.50	0.50	41.00
2014 0603	00343404006	716	40.50	0.50	41.00
2014 0603	00343405004	716	40.50	0.50	41.00
2014 0603	00343406002	716	40.50	0.50	41.00
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2014 0603	00348307009	716	35.00	0.50	35.50
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2014 0603	00349001008	716	35.00	0.50	35.50
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2014 0603	00359021006	716	40.50	0.50	41.00
2014 0603	00359022004	716	40.50	0.50	41.00
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2014 0603	00359025008	716	40.50	0.50	41.00
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2014 0603	00359045002	716	35.00	0.50	35.50
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2014 0603	00378020001	716	17.00	0.50	17.50
2014 0603	00378021009	716	17.00	0.50	17.50
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2014 0603	00378033002	716	17.00	0.50	17.50
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2014 0603	00378035008	716	17.00	0.50	17.50
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2014 0603	00378037004	716	17.00	0.50	17.50
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2014 0603	00378042001	716	17.00	0.50	17.50
2014 0603	00378043009	716	17.00	0.50	17.50

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2014 0603	00378045005	716	17.00	0.50	17.50
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2014 0603	00381009008	716	33.50	0.50	34.00
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2014 0603	00381021008	716	33.50	0.50	34.00
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2014 0603	00381033001	716	33.50	0.50	34.00
2014 0603	00383001004	716	33.50	0.50	34.00
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2014 0603	00383006004	716	33.50	0.50	34.00
2014 0603	00383007002	716	33.50	0.50	34.00
2014 0603	00383008000	716	33.50	0.50	34.00
2014 0603	00383009008	716	33.50	0.50	34.00
2014 0603	00383010003	716	33.50	0.50	34.00
2014 0603	00383011001	716	33.50	0.50	34.00
2014 0603	00383012009	716	33.50	0.50	34.00
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2014 0603	00383014005	716	33.50	0.50	34.00
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2014 0603	00383016001	716	33.50	0.50	34.00
2014 0603	00383017009	716	33.50	0.50	34.00
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2014 0603	00383019005	716	33.50	0.50	34.00
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2014 0603	00383022006	716	33.50	0.50	34.00
2014 0603	00383023004	716	33.50	0.50	34.00
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2014 0603	00383026008	716	33.50	0.50	34.00
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2014 0603	00383029002	716	33.50	0.50	34.00
2014 0603	00383030007	716	33.50	0.50	34.00
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2014 0603	00384016006	716	33.50	0.50	34.00
2014 0603	00384017004	716	33.50	0.50	34.00

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2014 0603	00385013007	716	35.00	0.50	35.50
2014 0603	00385014005	716	24.50	0.50	25.00
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2014 0603	00386003005	716	36.00	0.50	36.50
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2014 0603	00386006009	716	32.00	0.50	32.50
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2014 0603	00389013007	716	33.50	0.50	34.00
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2014 0603	00389029002	716	33.50	0.50	34.00
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2014 0603	00389031005	716	33.50	0.50	34.00

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2014 0603	00389033001	716	33.50	0.50	34.00
2014 0603	00389034009	716	33.50	0.50	34.00
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2014 0603	00389036005	716	33.50	0.50	34.00
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2014 0603	00389039009	716	33.50	0.50	34.00
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2014 0603	00389043008	716	33.50	0.50	34.00
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2014 0603	00389057007	716	33.50	0.50	34.00
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2014 0603	00389061006	716	40.50	0.50	41.00
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2014 0603	00392021007	716	33.50	0.50	34.00
2014 0603	00392022005	716	33.50	0.50	34.00

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2014 0603	00392024001	716	33.50	0.50	34.00
2014 0603	00392025009	716	33.50	0.50	34.00
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2014 0603	00392031004	716	33.50	0.50	34.00
2014 0603	00392032002	716	33.50	0.50	34.00
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2014 0603	00392042009	716	33.50	0.50	34.00
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2014 0603	00394002001	716	33.50	0.50	34.00
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2014 0603	00395002006	716	35.00	0.50	35.50
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2014 0603	00395005000	716	35.00	0.50	35.50
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2014 0603	00395007006	716	35.00	0.50	35.50
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2014 0603	00395014009	716	35.00	0.50	35.50
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2014 0603	00395021002	716	35.00	0.50	35.50
2014 0603	00395022000	716	35.00	0.50	35.50

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2014 0603	00396001003	716	36.00	0.50	36.50
2014 0603	00396002001	716	36.00	0.50	36.50
2014 0603	00396003009	716	36.00	0.50	36.50
2014 0603	00396004007	716	36.00	0.50	36.50
2014 0603	00398001003	716	31.52	0.50	32.02
2014 0603	00398002001	716	31.52	0.50	32.02
2014 0603	00398003009	716	31.52	0.50	32.02
2014 0603	00399001008	716	22.76	0.50	23.26
2014 0603	00399002006	716	22.76	0.50	23.26
2014 0603	00399003004	716	22.76	0.50	23.26
2014 0603	00399004002	716	22.76	0.50	23.26
2014 0603	00399005000	716	22.76	0.50	23.26
2014 0603	00399006008	716	22.76	0.50	23.26
2014 0603	00399007006	716	22.76	0.50	23.26
2014 0603	00399008004	716	22.76	0.50	23.26
2014 0603	00399009002	716	22.76	0.50	23.26
2014 0603	00399010007	716	22.76	0.50	23.26
2014 0603	00399011005	716	22.76	0.50	23.26
2014 0603	00399012003	716	22.76	0.50	23.26
2014 0603	00399013001	716	22.76	0.50	23.26
2014 0603	00399014009	716	22.76	0.50	23.26
2014 0603	00399015007	716	22.76	0.50	23.26
2014 0603	00399016005	716	22.76	0.50	23.26
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2014 0603	00399020004	716	22.76	0.50	23.26
2014 0603	00399021002	716	22.76	0.50	23.26
2014 0603	00399022000	716	22.76	0.50	23.26
2014 0603	00399023008	716	22.76	0.50	23.26
2014 0603	00400421008	716	35.01	0.50	35.51
2014 0603	00400422006	716	35.00	0.50	35.50
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2014 0603	00400508006	716	69.00	0.50	69.50
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2014 0603	00400601006	716	35.01	0.50	35.51
2014 0603	00400602004	716	35.00	0.50	35.50
2014 0603	00400603002	716	35.00	0.50	35.50
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2014 0603	00400605008	716	35.00	0.50	35.50
2014 0603	00400606006	716	35.00	0.50	35.50
2014 0603	00400607004	716	35.00	0.50	35.50
2014 0603	00400608002	716	35.00	0.50	35.50
2014 0603	00400609000	716	35.00	0.50	35.50
2014 0603	00400610005	716	40.50	0.50	41.00
2014 0603	00400611003	716	35.00	0.50	35.50
2014 0603	00400612001	716	40.50	0.50	41.00
2014 0603	00400613009	716	40.50	0.50	41.00
2014 0603	00400615005	716	40.50	0.50	41.00
2014 0603	00400616003	716	40.50	0.50	41.00

qryExport

2014 0603	00400617001	716	40.50	0.50	41.00
2014 0603	00400618009	716	35.00	0.50	35.50
2014 0603	00400619007	716	40.50	0.50	41.00
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2014 0603	00400623006	716	35.00	0.50	35.50
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2014 0603	00400629004	716	40.50	0.50	41.00
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2014 0603	00400631007	716	40.50	0.50	41.00
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2014 0603	00400634001	716	17.00	0.50	17.50
2014 0603	00400635009	716	17.00	0.50	17.50
2014 0603	00400636007	716	17.00	0.50	17.50
2014 0603	00400637005	716	17.00	0.50	17.50
2014 0603	00400638003	716	17.00	0.50	17.50
2014 0603	00400639001	716	17.00	0.50	17.50
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2014 0603	00400656001	716	17.00	0.50	17.50
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2014 0603	00400669002	716	17.00	0.50	17.50

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2014 0603	00400713005	716	17.00	0.50	17.50
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2014 0603	00400717007	716	17.00	0.50	17.50
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2014 0603	00400719003	716	17.00	0.50	17.50
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2014 0603	00400723002	716	17.00	0.50	17.50
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2014 0603	00400726006	716	17.00	0.50	17.50
2014 0603	00400727004	716	17.00	0.50	17.50
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2014 0603	00400729000	716	17.00	0.50	17.50
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2014 0603	00400733009	716	17.00	0.50	17.50
2014 0603	00400734007	716	17.00	0.50	17.50
2014 0603	00400735005	716	17.00	0.50	17.50
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2014 0603	00400746000	716	17.00	0.50	17.50

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2014 0603	00401141009	716	40.50	0.50	41.00
2014 0603	00401142007	716	40.50	0.50	41.00
2014 0603	00401201007	716	40.50	0.50	41.00
2014 0603	00401202005	716	40.50	0.50	41.00
2014 0603	00401204001	716	40.50	0.50	41.00
2014 0603	00401205009	716	40.50	0.50	41.00
2014 0603	00401206007	716	40.50	0.50	41.00
2014 0603	00401207005	716	40.50	0.50	41.00
2014 0603	00401208003	716	35.00	0.50	35.50
2014 0603	00401209001	716	33.50	0.50	34.00
2014 0603	00401210006	716	33.50	0.50	34.00
2014 0603	00401211004	716	40.50	0.50	41.00
2014 0603	00401212002	716	40.50	0.50	41.00
2014 0603	00401213000	716	40.50	0.50	41.00
2014 0603	00401214008	716	42.00	0.50	42.50
2014 0603	00401215006	716	42.00	0.50	42.50
2014 0603	00401216004	716	40.50	0.50	41.00
2014 0603	00401217002	716	40.50	0.50	41.00
2014 0603	00401218000	716	40.50	0.50	41.00
2014 0603	00401219008	716	40.50	0.50	41.00
2014 0603	00401220003	716	40.50	0.50	41.00
2014 0603	00401221001	716	40.50	0.50	41.00
2014 0603	00401222009	716	40.50	0.50	41.00
2014 0603	00401224005	716	11.67	0.50	12.17

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2014 0603	00401230000	716	23.33	0.50	23.83
2014 0603	00401231008	716	23.33	0.50	23.83
2014 0603	00401314004	716	69.00	0.50	69.50
2014 0603	00401315002	716	126.50	0.50	127.00
2014 0603	00401316000	716	236.00	0.50	236.50
2014 0603	00401317008	716	141.50	0.50	142.00
2014 0603	00401318006	716	35.00	0.50	35.50
2014 0603	00401319004	716	109.00	0.50	109.50
2014 0603	00401320009	716	55.50	0.50	56.00
2014 0603	00401322005	716	35.00	0.50	35.50
2014 0603	00401327005	716	49.50	0.50	50.00
2014 0603	00401401009	716	17.00	0.50	17.50
2014 0603	00401402007	716	22.49	0.50	22.99
2014 0603	00401403005	716	22.49	0.50	22.99
2014 0603	00401404003	716	22.49	0.50	22.99
2014 0603	00401405001	716	22.49	0.50	22.99
2014 0603	00401406009	716	22.49	0.50	22.99
2014 0603	00401407007	716	22.49	0.50	22.99
2014 0603	00401408005	716	22.49	0.50	22.99
2014 0603	00401409003	716	22.49	0.50	22.99
2014 0603	00401410008	716	22.49	0.50	22.99
2014 0603	00401411006	716	22.49	0.50	22.99
2014 0603	00401412004	716	22.49	0.50	22.99
2014 0603	00401413002	716	22.49	0.50	22.99
2014 0603	00401414000	716	22.49	0.50	22.99
2014 0603	00401415008	716	22.49	0.50	22.99
2014 0603	00401416006	716	22.49	0.50	22.99
2014 0603	00401417004	716	22.49	0.50	22.99
2014 0603	00401418002	716	22.49	0.50	22.99
2014 0603	00401419000	716	22.49	0.50	22.99
2014 0603	00401420005	716	22.49	0.50	22.99
2014 0603	00401421003	716	22.49	0.50	22.99
2014 0603	00401422001	716	22.49	0.50	22.99
2014 0603	00401423009	716	22.49	0.50	22.99
2014 0603	00401424007	716	22.49	0.50	22.99
2014 0603	00401425005	716	22.49	0.50	22.99
2014 0603	00401426003	716	22.49	0.50	22.99
2014 0603	00401427001	716	22.49	0.50	22.99
2014 0603	00401428009	716	22.49	0.50	22.99
2014 0603	00401429007	716	22.49	0.50	22.99
2014 0603	00401430002	716	22.49	0.50	22.99
2014 0603	00401501005	716	17.00	0.50	17.50
2014 0603	00401502003	716	17.00	0.50	17.50
2014 0603	00401503001	716	17.00	0.50	17.50
2014 0603	00401504009	716	17.00	0.50	17.50
2014 0603	00401505007	716	17.00	0.50	17.50
2014 0603	00401506005	716	17.00	0.50	17.50
2014 0603	00401507003	716	17.00	0.50	17.50
2014 0603	00401508001	716	17.00	0.50	17.50
2014 0603	00401509009	716	17.00	0.50	17.50
2014 0603	00401510004	716	17.00	0.50	17.50
2014 0603	00401511002	716	17.00	0.50	17.50

qryExport

2014 0603	00401512000	716	17.00	0.50	17.50
2014 0603	00401513008	716	17.00	0.50	17.50
2014 0603	00401514006	716	17.00	0.50	17.50
2014 0603	00401515004	716	17.00	0.50	17.50
2014 0603	00401516002	716	17.00	0.50	17.50
2014 0603	00401517000	716	17.00	0.50	17.50
2014 0603	00401518008	716	17.00	0.50	17.50
2014 0603	00401519006	716	17.00	0.50	17.50
2014 0603	00401520001	716	17.00	0.50	17.50
2014 0603	00401521009	716	17.00	0.50	17.50
2014 0603	00401522007	716	17.00	0.50	17.50
2014 0603	00401523005	716	17.00	0.50	17.50
2014 0603	00401524003	716	17.00	0.50	17.50
2014 0603	00401525001	716	17.00	0.50	17.50
2014 0603	00401526009	716	17.00	0.50	17.50
2014 0603	00401527007	716	17.00	0.50	17.50
2014 0603	00401528005	716	17.00	0.50	17.50
2014 0603	00401529003	716	17.00	0.50	17.50
2014 0603	00401530008	716	17.00	0.50	17.50
2014 0603	00401531006	716	17.00	0.50	17.50
2014 0603	00401532004	716	17.00	0.50	17.50
2014 0603	00401533002	716	17.00	0.50	17.50
2014 0603	00401534000	716	17.00	0.50	17.50
2014 0603	00401535008	716	17.00	0.50	17.50
2014 0603	00401536006	716	17.00	0.50	17.50
2014 0603	00401537004	716	17.00	0.50	17.50
2014 0603	00401538002	716	17.00	0.50	17.50
2014 0603	00401539000	716	17.00	0.50	17.50
2014 0603	00401540005	716	17.00	0.50	17.50
2014 0603	00401541003	716	17.00	0.50	17.50
2014 0603	00401542001	716	17.00	0.50	17.50
2014 0603	00401543009	716	17.00	0.50	17.50
2014 0603	00401544007	716	17.00	0.50	17.50
2014 0603	00401545005	716	17.00	0.50	17.50
2014 0603	00401546003	716	17.00	0.50	17.50
2014 0603	00401547001	716	17.00	0.50	17.50
2014 0603	00401548009	716	17.00	0.50	17.50
2014 0603	00401549007	716	17.00	0.50	17.50
2014 0603	00401550002	716	17.00	0.50	17.50
2014 0603	00401551000	716	17.00	0.50	17.50
2014 0603	00401552008	716	17.00	0.50	17.50
2014 0603	00401553006	716	17.00	0.50	17.50
2014 0603	00401554004	716	17.00	0.50	17.50
2014 0603	00401555002	716	17.00	0.50	17.50
2014 0603	00401556000	716	17.00	0.50	17.50
2014 0603	00401557008	716	17.00	0.50	17.50
2014 0603	00401558006	716	17.00	0.50	17.50
2014 0603	00401559004	716	17.00	0.50	17.50
2014 0603	00401560009	716	17.00	0.50	17.50
2014 0603	00401561007	716	17.00	0.50	17.50
2014 0603	00401562005	716	17.00	0.50	17.50
2014 0603	00401563003	716	17.00	0.50	17.50

qryExport

2014 0603	00401564001	716	17.00	0.50	17.50
2014 0603	00401565009	716	17.00	0.50	17.50
2014 0603	00401566007	716	17.00	0.50	17.50
2014 0603	00401567005	716	17.00	0.50	17.50
2014 0603	00401568003	716	17.00	0.50	17.50
2014 0603	00401569001	716	17.00	0.50	17.50
2014 0603	00401570006	716	17.00	0.50	17.50
2014 0603	00401571004	716	17.00	0.50	17.50
2014 0603	00401572002	716	17.00	0.50	17.50
2014 0603	00401573000	716	17.00	0.50	17.50
2014 0603	00401574008	716	17.00	0.50	17.50
2014 0603	00401575006	716	17.00	0.50	17.50
2014 0603	00401576004	716	17.00	0.50	17.50
2014 0603	00401577002	716	17.00	0.50	17.50
2014 0603	00401578000	716	17.00	0.50	17.50
2014 0603	00401579008	716	17.00	0.50	17.50
2014 0603	00401580003	716	17.00	0.50	17.50
2014 0603	00401581001	716	17.00	0.50	17.50
2014 0603	00401582009	716	17.00	0.50	17.50
2014 0603	00401583007	716	17.00	0.50	17.50
2014 0603	00401584005	716	17.00	0.50	17.50
2014 0603	00401585003	716	17.00	0.50	17.50
2014 0603	00401586001	716	17.00	0.50	17.50
2014 0603	00401587009	716	17.00	0.50	17.50
2014 0603	00401588007	716	17.00	0.50	17.50
2014 0603	00401589005	716	17.00	0.50	17.50
2014 0603	00401590000	716	17.00	0.50	17.50
2014 0603	00401601001	716	17.00	0.50	17.50
2014 0603	00401602009	716	17.00	0.50	17.50
2014 0603	00401603007	716	17.00	0.50	17.50
2014 0603	00401604005	716	17.00	0.50	17.50
2014 0603	00401605003	716	17.00	0.50	17.50
2014 0603	00401606001	716	17.00	0.50	17.50
2014 0603	00401607009	716	17.00	0.50	17.50
2014 0603	00401608007	716	17.00	0.50	17.50
2014 0603	00401609005	716	17.00	0.50	17.50
2014 0603	00401610000	716	17.00	0.50	17.50
2014 0603	00401611008	716	17.00	0.50	17.50
2014 0603	00401612006	716	17.00	0.50	17.50
2014 0603	00401613004	716	17.00	0.50	17.50
2014 0603	00401614002	716	17.00	0.50	17.50
2014 0603	00401615000	716	17.00	0.50	17.50
2014 0603	00401616008	716	17.00	0.50	17.50
2014 0603	00401617006	716	17.00	0.50	17.50
2014 0603	00401618004	716	17.00	0.50	17.50
2014 0603	00401619002	716	17.00	0.50	17.50
2014 0603	00401620007	716	17.00	0.50	17.50
2014 0603	00401621005	716	17.00	0.50	17.50
2014 0603	00401622003	716	17.00	0.50	17.50
2014 0603	00401623001	716	17.00	0.50	17.50
2014 0603	00401624009	716	17.00	0.50	17.50
2014 0603	00401625007	716	17.00	0.50	17.50

qryExport

2014 0603	00401626005	716	17.00	0.50	17.50
2014 0603	00401627003	716	17.00	0.50	17.50
2014 0603	00401628001	716	17.00	0.50	17.50
2014 0603	00401629009	716	17.00	0.50	17.50
2014 0603	00401630004	716	17.00	0.50	17.50
2014 0603	00401631002	716	17.00	0.50	17.50
2014 0603	00401632000	716	17.00	0.50	17.50
2014 0603	00401633008	716	17.00	0.50	17.50
2014 0603	00401634006	716	17.00	0.50	17.50
2014 0603	00401635004	716	17.00	0.50	17.50
2014 0603	00401636002	716	17.00	0.50	17.50
2014 0603	00401637000	716	17.00	0.50	17.50
2014 0603	00401638008	716	17.00	0.50	17.50
2014 0603	00401639006	716	17.00	0.50	17.50
2014 0603	00401640001	716	17.00	0.50	17.50
2014 0603	00401641009	716	17.00	0.50	17.50
2014 0603	00401642007	716	17.00	0.50	17.50
2014 0603	00401643005	716	17.00	0.50	17.50
2014 0603	00401644003	716	17.00	0.50	17.50
2014 0603	00401645001	716	17.00	0.50	17.50
2014 0603	00401646009	716	17.00	0.50	17.50
2014 0603	00401647007	716	17.00	0.50	17.50
2014 0603	00401648005	716	17.00	0.50	17.50
2014 0603	00401649003	716	17.00	0.50	17.50
2014 0603	00401650008	716	17.00	0.50	17.50
2014 0603	00401651006	716	17.00	0.50	17.50
2014 0603	00401652004	716	17.00	0.50	17.50
2014 0603	00401701007	716	40.50	0.50	41.00
2014 0603	00401702005	716	40.50	0.50	41.00
2014 0603	00401703003	716	40.50	0.50	41.00
2014 0603	00401704001	716	40.50	0.50	41.00
2014 0603	00401705009	716	40.50	0.50	41.00
2014 0603	00401706007	716	40.50	0.50	41.00
2014 0603	00401707005	716	40.50	0.50	41.00
2014 0603	00401708003	716	40.50	0.50	41.00
2014 0603	00401709001	716	40.50	0.50	41.00
2014 0603	00401710006	716	40.50	0.50	41.00
2014 0603	00401711004	716	40.50	0.50	41.00
2014 0603	00401712002	716	40.50	0.50	41.00
2014 0603	00401713000	716	40.50	0.50	41.00
2014 0603	00401714008	716	40.50	0.50	41.00
2014 0603	00401715006	716	40.50	0.50	41.00
2014 0603	00401716004	716	40.50	0.50	41.00
2014 0603	00401717002	716	40.50	0.50	41.00
2014 0603	00401718000	716	40.50	0.50	41.00
2014 0603	00401719008	716	40.50	0.50	41.00
2014 0603	00401720003	716	203.50	0.50	204.00
2014 0603	00401721001	716	40.50	0.50	41.00
2014 0603	00401722009	716	82.00	0.50	82.50
2014 0603	00401901009	716	40.50	0.50	41.00
2014 0603	00401902007	716	40.50	0.50	41.00
2014 0603	00401903005	716	40.50	0.50	41.00

qryExport

2014 0603	00401904003	716	40.50	0.50	41.00
2014 0603	00401905001	716	40.50	0.50	41.00
2014 0603	00401906009	716	40.50	0.50	41.00
2014 0603	00401907007	716	40.50	0.50	41.00
2014 0603	00401908005	716	40.50	0.50	41.00
2014 0603	00401909003	716	40.50	0.50	41.00
2014 0603	00401910008	716	40.50	0.50	41.00
2014 0603	00401911006	716	40.50	0.50	41.00
2014 0603	00401912004	716	40.50	0.50	41.00
2014 0603	00401913002	716	40.50	0.50	41.00
2014 0603	00401914000	716	40.50	0.50	41.00
2014 0603	00401915008	716	40.50	0.50	41.00
2014 0603	00401916006	716	40.50	0.50	41.00
2014 0603	00401917004	716	40.50	0.50	41.00
2014 0603	00401918002	716	40.50	0.50	41.00
2014 0603	00401919000	716	40.50	0.50	41.00
2014 0603	00401920005	716	40.50	0.50	41.00
2014 0603	00401921003	716	35.00	0.50	35.50
2014 0603	00402601006	716	85.00	0.50	85.50
2014 0603	00402602004	716	85.00	0.50	85.50
2014 0603	00402603002	716	85.00	0.50	85.50
2014 0603	00402604000	716	85.00	0.50	85.50
2014 0603	00402605008	716	85.00	0.50	85.50
2014 0603	00402606006	716	85.00	0.50	85.50
2014 0603	00402607004	716	85.00	0.50	85.50
2014 0603	00402608002	716	85.00	0.50	85.50
2014 0603	00402609000	716	85.00	0.50	85.50
2014 0603	00402610005	716	85.00	0.50	85.50
2014 0603	00402611003	716	85.00	0.50	85.50
2014 0603	00402612001	716	85.00	0.50	85.50
2014 0603	00402615005	716	85.00	0.50	85.50
2014 0603	00402616003	716	85.00	0.50	85.50
2014 0603	00402617001	716	85.00	0.50	85.50
2014 0603	00402618009	716	85.00	0.50	85.50
2014 0603	00402619007	716	85.00	0.50	85.50
2014 0603	00402620002	716	85.00	0.50	85.50
2014 0603	00402621000	716	85.00	0.50	85.50
2014 0603	00402622008	716	85.00	0.50	85.50
2014 0603	00402623006	716	85.00	0.50	85.50
2014 0603	00402624004	716	85.00	0.50	85.50
2014 0603	00402625002	716	85.00	0.50	85.50
2014 0603	00402626000	716	85.00	0.50	85.50
2014 0603	00402627008	716	85.00	0.50	85.50
2014 0603	00402628006	716	85.00	0.50	85.50
2014 0603	00402629004	716	85.00	0.50	85.50
2014 0603	00402630009	716	85.00	0.50	85.50
2014 0603	00402631007	716	85.00	0.50	85.50
2014 0603	00402632005	716	85.00	0.50	85.50
2014 0603	00402633003	716	85.00	0.50	85.50
2014 0603	00402634001	716	85.00	0.50	85.50
2014 0603	00402635009	716	85.00	0.50	85.50
2014 0603	00402636007	716	85.00	0.50	85.50

qryExport

2014 0603	00402637005	716	85.00	0.50	85.50
2014 0603	00402638003	716	85.00	0.50	85.50
2014 0603	00402639001	716	85.00	0.50	85.50
2014 0603	00402640006	716	85.00	0.50	85.50
2014 0603	00402641004	716	85.00	0.50	85.50
2014 0603	00402642002	716	85.00	0.50	85.50
2014 0603	00402643000	716	85.00	0.50	85.50
2014 0603	00402644008	716	85.00	0.50	85.50
2014 0603	00402645006	716	85.00	0.50	85.50
2014 0603	00402646004	716	85.00	0.50	85.50
2014 0603	00402647002	716	85.00	0.50	85.50
2014 0603	00402648000	716	85.00	0.50	85.50
2014 0603	00402649008	716	85.00	0.50	85.50
2014 0603	00402650003	716	85.00	0.50	85.50
2014 0603	00402701002	716	85.00	0.50	85.50
2014 0603	00402702000	716	85.00	0.50	85.50
2014 0603	00402703008	716	85.00	0.50	85.50
2014 0603	00402704006	716	85.00	0.50	85.50
2014 0603	00402705004	716	85.00	0.50	85.50
2014 0603	00402706002	716	85.00	0.50	85.50
2014 0603	00402707000	716	85.00	0.50	85.50
2014 0603	00402708008	716	85.00	0.50	85.50
2014 0603	00402709006	716	85.00	0.50	85.50
2014 0603	00402710001	716	85.00	0.50	85.50
2014 0603	00402711009	716	85.00	0.50	85.50
2014 0603	00402712007	716	85.00	0.50	85.50
2014 0603	00402713005	716	85.00	0.50	85.50
2014 0603	00402714003	716	85.00	0.50	85.50
2014 0603	00402715001	716	85.00	0.50	85.50
2014 0603	00402716009	716	85.00	0.50	85.50
2014 0603	00402717007	716	85.00	0.50	85.50
2014 0603	00402718005	716	85.00	0.50	85.50
2014 0603	00402719003	716	85.00	0.50	85.50
2014 0603	00402720008	716	85.00	0.50	85.50
2014 0603	00402721006	716	85.00	0.50	85.50
2014 0603	00402722004	716	85.00	0.50	85.50
2014 0603	00402723002	716	85.00	0.50	85.50
2014 0603	00402724000	716	85.00	0.50	85.50
2014 0603	00402725008	716	85.00	0.50	85.50
2014 0603	00402726006	716	85.00	0.50	85.50
2014 0603	00402727004	716	85.00	0.50	85.50
2014 0603	00402728002	716	85.00	0.50	85.50
2014 0603	00402729000	716	85.00	0.50	85.50
2014 0603	00402730005	716	85.00	0.50	85.50
2014 0603	00402731003	716	85.00	0.50	85.50
2014 0603	00402732001	716	85.00	0.50	85.50
2014 0603	00402733009	716	85.00	0.50	85.50
2014 0603	00402734007	716	85.00	0.50	85.50
2014 0603	00402735005	716	85.00	0.50	85.50
2014 0603	00402736003	716	85.00	0.50	85.50
2014 0603	00402737001	716	85.00	0.50	85.50
2014 0603	00402738009	716	85.00	0.50	85.50

qryExport

2014 0603	00402739007	716	85.00	0.50	85.50
2014 0603	00402740002	716	85.00	0.50	85.50
2014 0603	00402741000	716	85.00	0.50	85.50
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2014 0603	00402743006	716	85.00	0.50	85.50
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qryExport

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2014 0603	00404713005	716	40.50	0.50	41.00
2014 0603	00404714003	716	40.50	0.50	41.00

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2014 0603	00410210005	716	3.06	0.50	3.56
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2014 0603	00410221000	716	3.06	0.50	3.56
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2014 0603	00410225002	716	3.06	0.50	3.56
2014 0603	00410226000	716	3.06	0.50	3.56
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2014 0603	00410231007	716	3.06	0.50	3.56
2014 0603	00410232005	716	3.06	0.50	3.56
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2014 0603	00410234001	716	3.06	0.50	3.56
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2014 0603	00410240006	716	3.06	0.50	3.56
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qryExport

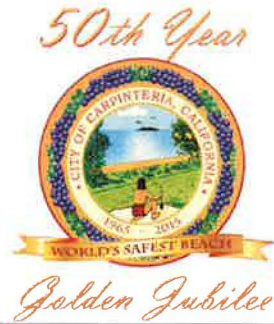
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qryExport

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2014 0603	00411405005	716	24.50	0.50	25.00
2014 0603	00411406003	716	24.50	0.50	25.00
2014 0603	00411407001	716	24.50	0.50	25.00
2014 0603	00411408009	716	24.50	0.50	25.00
2014 0603	00543021008	716	2,203.00	0.50	2,203.50
2014 0603	00543051009	716	1,396.50	0.50	1,397.00
2014 0603	00543063002	716	35.00	0.50	35.50
2014 0603	00543064000	716	35.00	0.50	35.50
2014 0603	00543065008	716	35.00	0.50	35.50
2014 0603	00543066006	716	35.00	0.50	35.50
2014 0603	343126000	716	568.50	0.50	569.00
2014 0603	332515000	716	40.50	0.50	41.00
2014 0603	332516000	716	40.50	0.50	41.00
2014 0603	332517000	716	40.50	0.50	41.00



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 5596, concerning the continuation of Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2015-16, including the suspension of the application of the annual inflationary adjustment.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Following the staff report, open the public hearing and receive any testimony and/or protests concerning the continuation of Parking and Business Improvement Area Assessment District No. 4 for fiscal year 2015-16, to include the suspension of the application of an annual inflationary adjustment to the general assessment amount.
2. Close the public hearing and continue the District for fiscal year 2015-16, by adopting the attached Resolution No. 5596 (Attachment A).

Motion: I move to adopt Resolution No. 5596, as read by title only, continuing Assessment District No. 4 for FY 2015-16, and suspending the annual inflationary adjustment.

BACKGROUND

On March 23, 2015, by Resolution No. 5593, the City Council ordered a report on the status and projections for Carpinteria Parking and Business Improvement Area District No. 4 for Fiscal Year 2015-16. On April 27, 2015, by Resolution Nos. 5594 and 5595 (Attachment B), the City Council accepted the Annual Report and budget, and scheduled a public hearing for May 26, 2015, in order to consider continuation of the District for another year.

The Parking and Business Improvement Area (PBIA) Assessment District No. 4, was formed in September 1986 with the adoption of City Ordinance No. 393 pursuant to the

California Parking and Business Improvement Area Law of 1979, which has been updated over time and is now codified as California Streets and Highways Code Section 36500. Parking and Business Improvement Areas are formed to enhance a specific area and increase customer/ tourist appeal. This is accomplished through parking improvements, business promotions, marketing studies, parades and increased public services like restroom and sidewalk cleanings that would not normally be offered by the City. The City Council appoints a five member Advisory Board to address the operations of the PBIAD District. The Board, known as the Downtown-T Business Advisory Board or DTBAB, prepares an Annual Report and makes recommendations on assessment levels, budget, and related topics. The Annual Report includes the recommendations of the DTBAB and is a part of Exhibit 1 to the attached Resolution No. 5596.

The Assessment District collects fees from two categories:

General Assessment Fee: Applies to all businesses within the District with revenue used for promotion, maintenance, and revitalization activities within the District.

Special Parking Assessment Fee: Applies only to selected businesses based on their respective parking shortfall as specified by City Zoning Code and a benefit ratio. The benefit ratio is based on a business's proximity and accessibility to the location of a specific parking improvement. The revenue is used for acquisition, construction, and maintenance of those specific sub-area parking improvements. Specifically, the City maintains three publicly owned parking lots that are improved and maintained in part by the District. Parking Lot No. 3 (Sub-Area "B") is the only special assessment that is currently active with Certificates of Participation scheduled to be paid off in 2018.

DISCUSSION

In 2011, the Board recommended and the City Council approved, an increase in the general assessment and the addition of an annual inflationary adjustment. The general assessment fee had not been updated for some time nor had it been adjusted for inflationary factors. Each year the general assessment fee is reviewed and adjusted based on an inflationary index.

In 2014, the Board reviewed the inflationary index and recommended that the application of the inflationary index on the general assessment be suspended for FY 2014-15. The Board is recommending that the suspension of the inflationary index on the general assessment be continued for FY 2015-16. The annual inflationary index used for this assessment is the March to March Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Riverside-Orange County, California. With the application of the inflationary index the General Assessment fee would

increase \$0.25 to \$119.25. If approved, as recommended by the DTBAB the new General Assessment Fee for FY 2015-16, will remain at \$119.00.

POLICY CONSISTENCY

The process for continuation of Assessment District No. 4 is consistent with the requirements laid out in Chapters 3 and 4 of the "Parking and Business Improvement Area Law of 1989" of the California Streets and Highways Code.

FINANCIAL CONSIDERATIONS

Total revenue from the District is projected to be \$27,975 for fiscal year 2015-16. The District collects fees from two main categories: the general assessment fee and the special parking assessment fee. The estimated actual expenses/revenues for FY 2014-15 and FY 2015-16 proposed expenses, revenues, and beginning/ending fund balance for the Parking and Business Improvement Area Fund are shown below.

**CITY OF CARPINTERIA
 Assessment District No. 4
 Parking and Business Improvement Area Fund 38
 General Business Assessment Budget
 FY 2015-2016**

Estimated Fund Balance on 7/1/15	\$	48,651.89
General Assessment	\$	119.00
Estimated General Assessment Revenue 2015-2016	\$	14,875.00
Estimated Parking Lot Assessment Revenue 2015-16	\$	13,100.00
Total Estimated Revenue	\$	27,975.00
Budgeted Expenditures	\$	27,975.00
Estimated General Fund Subsidy to Cover Parking Lot #3 Debt	\$	4,149.00

Item Description	FY 14/15 Actuals (Estimated)	FY 15/16 Proposed Budget	Revenue
MARKETING/PROJECT CARPINTERIA (38-45-22-2)			\$ 8,300.00
Independence Day & Holiday Spirit Parades	\$ 3,600.00	\$ 3,600.00	
Halloween Safe Trick or Treat Fliers and Bags	\$ 615.00	\$ 700.00	
Flags and Banners	\$ 469.08	\$ 1,000.00	
Shop, Play, Dine, Stay' and District Brochures	\$ -	\$ 2,400.00	
BMI/ASCAP Musical Licensing	\$ 435.00	\$ 500.00	
Miscellaneous	\$ 26.05	\$ 100.00	
SUB TOTAL	\$ 5,145.13	\$ 8,300.00	
DOWNTOWN T PROMOTIONS (38-45-22-8)			\$ 2,426.00
Advertising	\$ 182.00	\$ 2,000.00	
Miscellaneous	\$ -	\$ 426.00	
SUB TOTAL	\$ 182.00	\$ 2,426.00	
PARKING LOT #3 DEBT (38-78-53-3)			\$ 17,249.00
SUB TOTAL	\$ 17,249.00	\$ 17,249.00	
GRAND TOTAL	\$ 22,576.13	\$ 27,975.00	\$ 27,975.00
Unaudited Existing Fund Balance (Estimated)			\$ 52,800.89

LEGAL

Notice of this hearing was published in the Coastal View newspaper on May 14, 2015. This Public Hearing is held for merchants within the District who wish to protest or otherwise make comment on the proposed assessment increases. If written protests are received from the owners of businesses in the proposed area which will pay 50 percent or more of the assessments proposed to be levied, then the existing fee will not continue and no further action can be taken for a period of one year. Protests are to be delivered to the City Clerk at or before the fixed time of the Public Hearing on May 26, 2015. All written protests, either submitted at the City Council hearing or received by the City prior to the hearing shall contain: The name of the establishment, the owner of the establishment as recorded with the City, the nature of the protest, and a signature and date from the business owner on file with the City.

OPTIONS

The City Council could choose to:

1. Levy assessments at the levels discussed in the staff report, or
2. Levy assessments at their current levels with a General Fund subsidy, or
3. Levy assessments at some intermediate level.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Proposed Resolution No. 5596
Attachment B: Adopted Resolution Nos. 5594 and 5595

Staff contact:

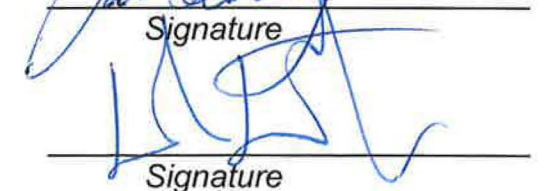
Brian C. Barrett, Management Analyst
(805) 684-5405, ext. 446
brianb@ci.carpinteria.ca.us

Reviewed by:
John Thornberry, Administrative Services Director

Reviewed by: Dave Durflinger, City Manager


Signature


Signature


Signature

ATTACHMENT A

Proposed Resolution No. 5596

RESOLUTION NO. 5596

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
CONTINUING THE CARPINTERIA PARKING AND
BUSINESS IMPROVEMENT AREA DISTRICT NO. 4,
INCLUDING SPECIAL BENEFIT ZONE SUB-AREA "B"
FOR FISCAL YEAR 2015-16
AND IMPOSING CERTAIN ASSESSMENTS
THEREIN PURSUANT TO THE CALIFORNIA PARKING AND
BUSINESS IMPROVEMENT AREA LAW OF 1989**

WHEREAS, the Downtown-T Business Advisory Board of the City of Carpinteria heretofore filed with this City Council a Report in writing dated April 27, 2015, presenting certain matters relating to imposing and modifying assessments for and continuing the Carpinteria Parking and Business Improvement Area District No. 4 and including a report from the Downtown-T Business Advisory Board, which Report was approved by this City Council on April 27, 2015, by Resolution No. 5594; and

WHEREAS, by Resolution 5595, adopted April 27, 2015, and by subsequent action, this City Council designated Tuesday, May 26, 2015 at the hour of 5:30 P.M. in the City Hall, at 5775 Carpinteria Avenue, Carpinteria, California, as the time and place for the public hearing of protests and objections in relation to said assessments and notices of said hearing were duly posted and published, and affidavits of said posting and publication have been duly filed; and

WHEREAS, at the time and place published in accordance with State law, a hearing was duly held by this City Council at which time no substantial protests or objections were presented, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to the work or assessment proposed in said Resolution of Intention; and

WHEREAS, this City Council has taken evidence relating to whether public convenience and necessity require said work or improvement and also evidence relating to said proposed work, the boundaries of the proposed assessment district and sub-areas thereof and the benefits to the property to be included in the proposed assessment district and sub-areas thereof, and is fully informed in the premises; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

That none or an insufficient number of protests or objections having been filed, and the City Council does hereby approve, confirm and adopt the Report of the Downtown-T Business Advisory Board, dated April 27, 2015, and the plans, estimate, diagram and assessment contained in said Report and attached in Exhibit 1.

That each and all documents, resolutions and instruments herein before referred to in connection with aforesaid proceedings are on file in the office of the City Clerk of the City of Carpinteria and are open to public inspection, and the same and each and all of them are expressly made a part hereof.

That the boundaries of the Parking and Business Improvement Area District No. 4 be unchanged from FY 1997-98.

That the General Business Assessment, applicable to all businesses within the Improvement Area District No. 4, for FY 2015-16 to remain at \$119.00 per business per year and that the application of the inflationary index on the general assessment continue to be suspended for FY 2015-16.

That the Parking Lot No. 3 assessment within Sub-Area "B" remain at \$51.00 per parking space shortfall per business.

That based on previous official and unofficial studies including the Advisory Board's report dated April 27, 2015, relating to the City's Downtown Business Area and need for parking, general improvements and for economic growth and stability, as well as staff reports and public testimony presented in connection with the proposal to continue Carpinteria Parking and Business Improvement Area District No. 4 and Sub-Area "B", in the opinion of the City Council, businesses lying within the Parking and Business Improvement Area District No. 4 and Sub-Area "B" will be benefited by the expenditure of the funds raised by the assessments proposed to be levied. The assessment as adopted will not impair the ability of the District or the Sub-Area to meet contractual obligations to operate physical improvements.

That the City Council does hereby order the continued levying of assessments as reflected in the attached Exhibit 1, for the Carpinteria Parking and Business Improvement Area District No. 4, including Sub-Area "B" for fiscal year 2015-16.

PASSED, APPROVED AND ADOPTED this 26th day of May 2015, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 26th day of May 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

EXHIBIT 1 TO RESOLUTION NO. 5596

**City of Carpinteria
Downtown-T Business Advisory Board**

**ANNUAL REPORT RELATIVE TO
ASSESSMENT DISTRICT NO.4
Submitted April 27, 2015**

BOARD RESPONSIBILITIES

In compliance with local and State regulations, the Downtown-T Business Advisory Board (DTBAB) is responsible for providing an operational and financial mechanism to acquire, construct, and maintain off-street public parking facilities. Additionally the Board makes recommendations to the City Council for general promotion of business activities, economic growth and stability in the District, and general maintenance issues within the Downtown-T. The Board has a duty to prepare and present an Annual Report to the City Council that addresses all matters relating to the Assessment District, including the methods and basis of levying the assessments and recommendations on use of funds collected by the District. Prior to preparing this report the Board reviewed the status of delinquent assessment fees and changes that have taken place on the assessment roll during the past year.

BACKGROUND

California State Law and Streets and Highways Code Sections 36500-36504 prescribe the process for levying assessments and establish guidelines for the appointment of an Advisory Board to make recommendations on assessments and use of funds collected by the Assessment District. The Carpinteria Downtown-T Business Advisory Board is made up of five members appointed by the Mayor, subject to the advice and consent of the City Council. They serve at the pleasure of the City Council without pay. Three of the members must represent businesses paying assessment fees in Assessment District No. 4. The remaining two members, while preferably business-related and representative of the Assessment District, may be any qualified persons as determined by the Council.

ASSESSMENT DISTRICT NO. 4

Advisory Board

The Downtown-T Business Advisory Board meets at City Hall at 8:00 a.m. every other month on the first Thursday during the months of January, March, May, July, September, and November. Meetings are conducted in accordance with the Brown Act and are open to the public.

Current Board members:

Roxanne Barbieri (Chair)	Roxanne's A Wish and A Dream
Lynda Lang (Vice Chair)	Carpinteria Valley Chamber of Commerce
Gloria Tejeda	Señor Frog's

The City is currently recruiting for the two vacancies on the Board, one vacancy must be a person paying assessments in Assessment District No. 4 while the remaining vacancy may be any qualified person as determined by the Council.

District Boundaries

The boundaries of Carpinteria Assessment District No. 4 include the areas adjacent to Linden Avenue from the railroad to Carpinteria Avenue and from Holly Avenue to Palm Avenue. All businesses located within the boundary of the Carpinteria Parking and Business Improvement Area District No. 4 are subject to a general business improvement assessment as set by City Ordinance and, where applicable, a special parking benefit assessment fee based on parking requirements as outlined in the City's zoning ordinance. The District Boundaries can be found in Attachment A.

PARKING ASSESSMENT

Businesses within the boundaries of the Assessment District are subject to a special parking benefit assessment fee, which is used to reimburse the City's General Fund for the costs associated with the City's three parking lots. By City Ordinance No. 393, the funds derived from this assessment must be used exclusively for the purpose of acquisition, construction, and maintenance of off-street parking.

The criteria used for establishing parking assessments is based on the parking requirement per the zoning ordinance, less any on-site parking provided by the business, adjusted to reflect the benefit derived from the parking lot based on distance and accessibility to the parking lot.

- **Parking Lot # 1** (Located on 9th Street between Yucca Lane and Elm Street)
The funding program for this parking lot, which was financed through the sale of serial bonds, was paid off in 1988 by means of property assessments on the individual property owners. In FY 1996-97 an assessment fee was levied on businesses adjacent to Parking Lot #1 to reimburse the City for costs incurred for resurfacing of the parking lot. Final payments on this assessment were completed in June, 2006.
- **Parking Lot #2** (Located on Cactus Lane)
The funding program for Parking Lot #2 was established in FY 1987-88. SB 959 Grant monies were used to fund a portion of the cost and funding of the balance was shared equally by the City and the businesses located in the area of benefit. The business share of the assessment was paid off in June, 1997.
- **Parking Lot #3** (Located at the Amtrak Station on Linden Ave. and Fifth Street)
Parking Lot #3 was completed in FY 1989-90. SB 959 Grant monies were used on this project and, since this lot was intended to benefit both the downtown and the beach area, a portion of the cost was funded through the Tidelands Trust Fund as well as the City's General Fund. Businesses located in the proximity of Parking Lot #3 are currently paying an assessment of \$51.00 per parking space shortfall. This assessment will be paid off in 2018.

Board Recommendation:

At a special meeting of the Downtown-T Business Advisory Board held on April 16, 2015, the Board passed a motion to make the following recommendations to the City Council:

Parking Lot # 1 and Parking Lot #2

Parking Lots #1 and #2 are paid off. No action taken by Board.

Parking Lot #3

Board recommends the assessments for Parking Lot #3, based on the parking space shortfall per business to remain at \$51.00 per space for FY 2015 - 2016.

GENERAL BUSINESS ASSESSMENT

All businesses located within the boundaries of District No. 4 are required to pay a general business assessment fee.

As outlined by City Ordinance No. 393, funds derived from the general business improvement assessment are restricted funds and must be used exclusively for the benefit of general business revitalization, promotion and improvement within the boundaries of the Parking and Business Improvement Assessment District No.4.

The General Business Assessment fee for all businesses located within the Parking and Business Improvement Area District No. 4 had not been increased since 1991 when City Resolution No. 1998 increased the assessment from the Fifty Dollars (\$50.00) set by Ordinance in 1988, to One Hundred Dollars (\$100.00) per business per year. On June 27, 2011, the annual general assessment was increased to One Hundred Fifteen Dollars (\$115.00) per business per year, including an annual inflationary adjustment with a maximum increase of 3% annually. In 2012, the general assessment fee was adjusted to \$117.00 and in 2013 was \$119.00 following the inflationary adjustments.

The annual inflationary index for this assessment is the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Riverside-Orange County, CA. The calculation is based on a March to March increase evaluation, in accordance with other City fee adjustments.

Board Recommendation:

The Downtown-T Business Advisory Board on April 16, 2015, passed a motion to make the following recommendation to the City Council:

That the General Business Assessment annual fee is applicable to all businesses located within the boundaries of Assessment District No. 4, remain at \$119.00 per business and that the application of the inflationary index on the general assessment continue to be suspended for FY 2015-16.

FUNDING OF DTBAB EVENTS AND ACTIVITIES

With the adoption of a City Marketing Plan in 1993, the City Council authorized the Downtown-T Business Advisory Board (formerly the Parking and Business Improvement Area Advisory Board, or PBIAAB) to fund events and activities in the Downtown "T" with monies derived from the annual General Business Assessment fees. The use of the restricted business assessment fees as the primary funding source changed the scope of the 1993 City Marketing Plan, at least geographically, from focus on a "Community-wide" plan to a Downtown "T" plan.

The Downtown-T Business Advisory Board budget allocates the fees for planning and promotion of events held in the Downtown "T", as well as cooperative advertising programs, preparation and distribution of a courtesy map listing merchants in the Downtown "T", maintenance and replacement of the existing flag (banner) systems, a signage program, and many other maintenance/improvement activities.

It should be noted that the Project Carpinteria Committee, which was formed under the Marketing Plan and made up of PBIAAB members and representatives of the Carpinteria Valley Chamber of Commerce, has been dissolved and is no longer an active Committee under the Downtown-T Business Advisory Board.

In October, 2007 the City Council approved the formation of a more inclusive community committee, separating it from the PBIAAB. Funding for the new "Carpinteria First" Committee is provided by the General Fund, with the expectation that the Committee will focus on events and activities that benefit the entire community.

The Downtown-T Business Advisory Board continues to have the responsibility and duty to oversee the Assessment District parking and business assessment fees in compliance with State regulations, including the responsibility to promote and encourage the economic growth and stability of the district. The Board also continues to plan and promote activities and events in the Downtown "T".

The DTBAB reviewed the proposed 2015-16 budget prepared by City staff. The balanced budget included various promotional, marketing, improvements and special events that highlight the Downtown-T. In adopting the budget, the DTBAB recommended that the budget be reviewed during the next fiscal year to explore ways to reduce the costs of the special events and parades while increasing the funds allocated to promotions and marketing.

Board Recommendation:

The Downtown-T Business Advisory Board on April 16, 2015, passed a motion to make the following recommendation to the City Council:

The District to continue to spend up to \$1,800 per parade for promotion until the Board acts to raise it. The remainder of parade costs for safety and janitorial services (approximately \$2,200) would be funded through the General Fund.

PROPOSALS

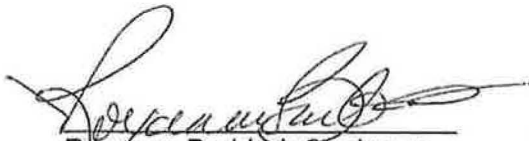
On April 16, 2015, the Downtown-T Business Advisory Board passed a motion to recommend the following proposals to the City Council:

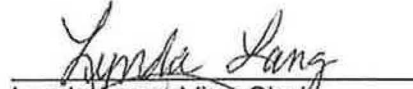
1. Although delinquent in the payment of general business assessment fees, the delinquent merchants continue to receive the benefits funded by the business assessment fees. The Council is urged to continue to support staff in vigorously pursuing delinquent assessment fees, up to and including Small Claims proceedings, with any appeal made directly to the City Council.
2. Unpaid balances from an individual merchant continue to *not* be forgiven, but the balance due be carried forward and added to assessments billed to that business in the next fiscal year.
3. Any deficiencies in parking assessments continue to be financed through the City's General Fund. The Board has a duty to uniformly and equitably apply the parking fees throughout the Assessment District and does not feel the burden from a shortfall of funds between the parking fees assessed and collected and the amount charged for debt service and transfer created by vacancies and/or uncollected revenue should be placed on other businesses in the District.

PRESENTATION OF REPORT

It is recommended that the City Council accept this report and continue the existing Parking and Business Improvement Area District No. 4 for Fiscal Year 2015-2016, including the various proposals and recommendations associated therewith as presented or with modification.

SUBMITTED April 27, 2015 by:


Roxanne Barbieri, Chairman


Lynda Lang, Vice Chair


Gloria Tejeda, Boardmember

CITY OF CARPINTERIA
Assessment District No. 4
Parking and Business Improvement Area Fund 38
General Business Assessment Budget
FY 2015-2016

Estimated Fund Balance on 7/1/15 \$ 48,651.89
 General Assessment \$ 119.00
 Estimated General Assessment Revenue 2015-2016 \$ 14,875.00
 Estimated Parking Lot Assessment Revenue 2015-16 \$ 13,100.00
 Total Estimated Revenue \$ 27,975.00
 Budgeted Expenditures \$ 27,975.00
 Estimated General Fund Subsidy to Cover Parking Lot #3 Debt \$ 4,149.00

Item Description	FY 14/15 Actuals (Estimated)	FY 15/16 Proposed Budget	Revenue
MARKETING/PROJECT CARPINTERIA (38-45-22-2)			\$ 8,300.00
Independence Day & Holiday Spirit Parades	\$ 3,600.00	\$ 3,600.00	
Halloween Safe Trick or Treat Fliers and Bags	\$ 615.00	\$ 700.00	
Flags and Banners	\$ 469.08	\$ 1,000.00	
Shop, Play, Dine, Stay' and District Brochures	\$ -	\$ 2,400.00	
BMI/ASCAP Musical Licensing	\$ 435.00	\$ 500.00	
Miscellaneous	\$ 26.05	\$ 100.00	
SUB TOTAL	\$ 5,145.13	\$ 8,300.00	
DOWNTOWN T PROMOTIONS (38-45-22-8)			\$ 2,426.00
Advertising	\$ 182.00	\$ 2,000.00	
Miscellaneous	\$ -	\$ 426.00	
SUB TOTAL	\$ 182.00	\$ 2,426.00	
PARKING LOT #3 DEBT (38-78-53-3)			\$ 17,249.00
SUB TOTAL	\$ 17,249.00	\$ 17,249.00	
GRAND TOTAL	\$ 22,576.13	\$ 27,975.00	\$ 27,975.00
Unaudited Existing Fund Balance (Estimated)			\$ 52,800.89

ATTACHMENT B

Adopted Resolution Nos. 5594 and 5595

RESOLUTION NO. 5594

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
ACCEPTING AND ORDERING THE FILING OF THE REPORT MADE PURSUANT TO
THE REQUIREMENTS OF
RESOLUTION NO. 5593 OF SAID COUNCIL
PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4
(FY 2015-16)**

WHEREAS, the City Council of the City of Carpinteria, California, did in Resolution No. 5593, adopted March 23, 2015, pursuant to the provisions of Chapters 3 and 4 "Parking and Business Improvement Area Law of 1989" of the State of California (Part 6 of Division 18 Section 36530 et seq. of the Streets and Highways Code of said State), require the Downtown-T Business Advisory Board to make and file with the Clerk of the City Council a report in writing, presenting certain matters relating to the proposed acquisition, construction or maintenance of parking facilities for the benefit of the area; decoration of any public place in the area; promotion of public events which are to take place on or in public places in the area; furnishing music in any public place in the area; and general promotion of business activities in the area as contemplated under the provisions of said "Parking and Business Improvement Area Law of 1989"; and

WHEREAS, said Downtown-T Business Advisory Board, pursuant to the requirements of said City Council as expressed in said Resolution and of said law, did make and on the 27th day of April, 2015, file in the office of the City Clerk (who is ex-officio Clerk of the City Council) of said City, the report in writing responsive to the requirements of said Resolution and as contemplated under the provisions of said "Parking and Business Improvement Area Law of 1989"; and

WHEREAS, said City Clerk has presented the said report to the City Council of said City, and said Council has proceeded to carefully examine, inspect and consider the said report and is satisfied with said report and with each and all of the items therein set forth;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the report of the Downtown-T Business Advisory Board of the City of Carpinteria, California, bearing date of the 27th of April, 2015, which said report was prepared and filed pursuant to the requirements of the provisions of Resolution No. 5593 of the City Council of said City and in conformity with the provisions of the "Parking and Business Improvement Area Law of 1989," of the State of California, (Part 6 of Division 18 of the Streets and Highways Code of said State), and which said report was filed in the office of the City Clerk of the City of Carpinteria, California, on the 27th

day of April, 2015, be and the same is hereby approved as so prepared, presented and filed.

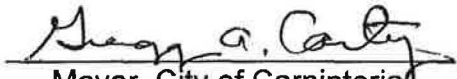
SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City Council of said City and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 27th day of April, 2015 by the following called vote:

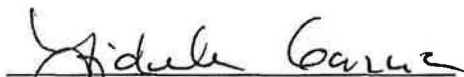
AYES: COUNCIL MEMBER: CLARK, NOMURA, STEIN, SHAW AND CARTY

NOES: COUNCIL MEMBER: NONE

ABSENT: COUNCIL MEMBER: NONE


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 27th day of April, 2015.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:


Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

RESOLUTION NO. 5595

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
DECLARING ITS INTENTION TO ORDER THE
CONTINUATION OF AN ASSESSMENT DISTRICT
AND COLLECT ASSESSMENTS PURSUANT TO THE
PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989
FOR PURPOSES OF ACQUISITION, CONSTRUCTION
OR MAINTENANCE OF PARKING FACILITIES AND GENERAL PROMOTION
OF BUSINESS ACTIVITIES IN THE AREA DESCRIBED AS SHOWN ON
THE PLAN AND DIAGRAM FOR THE FISCAL YEAR COMMENCING
JULY 1, 2015 AND ENDING JUNE 30, 2016;
AND APPOINTING A TIME AND PLACE FOR
HEARING PROTESTS IN RELATION THERETO --
CARPINTERIA PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4
(FY 2015-16)**

**THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES
HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. That the public interest and convenience require, and that it is the intention of the City Council of the City of Carpinteria, California, to order the continuation of an assessment district known as the Carpinteria Parking and Business Improvement Area District No. 4 and to levy and collect assessments pursuant to the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code 36500 et seq.) and to order the acquisition, construction and maintenance of parking facilities as well as to undertake such other activities for the purpose of the general promotion of business activities within the District as described herein, shown on the diagram and plan for the Carpinteria Parking and Business Improvement Area District No. 4, all as on file in the office of the City Clerk, for the fiscal year beginning July 1, 2015.

SECTION 2. The following summarizes the proposed boundaries, assessments and programs for Fiscal Year 2015-16 for Improvement Area District No. 4:

1. The boundaries of the Parking and Business Improvement Area District No. 4 are proposed to be unchanged from FY 1997-98.
2. The General Business Assessment, applicable to all businesses within the Improvement Area District No. 4, for FY 2015-16 is proposed to remain at \$119.00 per business per year and the application of the inflationary index on the general assessment continue to be suspended for FY 2015-16.
3. The Parking Lot #3 assessment within Sub-Area "B" will be \$51.00 per parking space shortfall per business as detailed in the Report dated April 27, 2015.

4. Proceeds from the General Business Assessment will be used to promote and advertise business activities within the Improvement Area, develop a directional signage program, and contribute to parking lot maintenance activities.

SECTION 3. To expedite the making of said improvement, the City Council may at any time transfer into the Carpinteria Parking and Business Improvement Area District No. 4 Fund, from the General Fund, such sums as it shall deem necessary, and the sums so transferred shall be deemed a loan to such Fund and shall be repaid out of the proceeds of the assessments provided for in this resolution, and pursuant to the provisions of the "Parking and Business Improvement Area Law of 1989," referred to herein.

SECTION 4. That said contemplated work and improvement, in the opinion of the City Council, is of more than local or ordinary benefit, and said Council hereby makes the expense of said work and improvement chargeable upon a district, which district said Council hereby declares to be the district benefited by said work and improvement, and to be assessed to pay the cost and expense thereof, which said district consists of portions of the City of Carpinteria as shown on the Diagram and Plan for said District No. 4 on file in the office of the City Clerk, and to which said Diagram and Plan reference is hereby made for a complete and detailed description of said district, excepting from said district any portion of any public street, alley or court that may be included therein. The said Diagram and Plan so on file shall govern for all details as to the extent of said assessment district.

SECTION 5. Any lots or parcels of land known as public property, as the same is defined in Section 22663, Streets and Highways Code, hereinafter referred to, which are included in the said assessment district, shall be omitted and exempt from the assessment to be made to cover the costs and expenses of said contemplated improvement.

SECTION 6. The improvement contemplated by this Resolution of Intention shall be done under the provisions of the "Parking and Business Improvement Area Law of 1989" (now Part 6 of Division 18 of the Streets and Highways Code of the State of California).

SECTION 7. That Tuesday, May 26, 2015, at the hour of 5:30 P.M. of said day, be and the same is hereby appointed as the time, and the Council Chamber in the City Hall, at 5775 Carpinteria Avenue in the City of Carpinteria, California, is hereby appointed as the place for hearing protests in reference to said improvement.

SECTION 8. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 9. That the Coastal View, a newspaper of general circulation, published in the County of Santa Barbara and circulated in the City of Carpinteria, California, is hereby designated as the newspaper in which such notice shall be published.

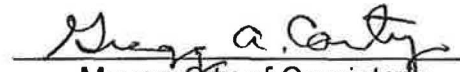
SECTION 10. That this resolution shall take effect immediately, and the City Clerk shall certify to the passage and adoption of this resolution; shall cause the original of the same to be entered among the original resolutions of the City Council of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 27th day of April, 2015 by the following called vote:

AYES: COUNCIL MEMBER: CLARK, NOMURA, STEIN, AND CARTY

NOES: COUNCIL MEMBER: NONE

ABSENT: COUNCIL MEMBER: NONE


Mayor, City of Carpinteria

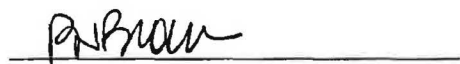
ATTEST:


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 27th day of April, 2015.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:


Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 5612, levying the annual assessment for Assessment District No. 5 for Fiscal Year 2015-16.

STAFF RECOMMENDATION

Action Item ☒; Non-Action Item ☐

1. Following the Staff Report, open the public hearing and receive any testimony and/or protests concerning the continuation of Assessment District No.5 for Fiscal Year 2015-16.
2. Close the public hearing and continue the District for Fiscal Year 2015-16, by adopting the attached Resolution 5612, as read by title only.

Motion: I move to adopt Resolution No. 5612, as read by title only.

BACKGROUND

The Winter Protection Berm Assessment District No. 5 was formed by Resolution No. 3061 dated December 14, 1992. An assessment is a charge levied on real property for a local public improvement or service that specifically benefits that property. Revenue generated from an assessment district must be used for the specific purpose for which it is collected. District No. 5 assesses all owners, of ocean front real property within the District's boundaries, including the City, to partially fund the annual construction and removal of the Winter Protection Berm.

The District was formed under provisions of the Municipal Improvement Act of 1913 that is embodied in the California Streets and Highways Code.

Additionally, in order to comply with Proposition 218, a vote of land owners within the District was held on January 13, 1997. The recurring annual assessment was approved

by 70% of these owners. In order to continue the existing annual assessment, the City follows the provisions of the Streets and Highways Code §22620 that applies to all annual assessments levied after the formation of an assessment district.

The notice of the Public Hearing for this District has been made in conformance with Section 6061 of the Government Code.

DISCUSSION

A schedule of the steps that are required to levy the annual assessment and taken to date are provided below;

Event	Date	Resolution No.
1. Resolution to Initiate Proceedings	March 23, 2015	5601
2. Public Meeting held	April 27, 2015	
3. Filing of Engineer's Report	April 27, 2015	
4. Resolution of Intention	April 27, 2015	5609
5. Public Hearing held	May 26, 2015	
6. Resolution Confirming Report, Ordering Improvement And Levying Annual Assessment	May 26, 2015	5612

The Engineer's Report that was ordered pursuant to the City of Carpinteria Resolution No. 5601 and considered by the City Council at its April 27, 2015 meeting. Some minor corrections to Part C have been made to show the City's contribution to the District. The report contains the following:

- A. Plans and specifications of the winter berm project.
- B. An estimate of the costs of the project.
- C. An assessment role.
- D. A statement of the method in which project costs were apportioned to each benefited parcel of land within the district.
- E. A list of the names and addresses of each owner of property within the district's boundaries known to the City.
- F. An assessment diagram.
- G. A statement which confirms the collection of assessments for the project may be subsequent to the work for the project.
- H. A statement of the total amount of assessments for all properties within district's boundaries which remains unpaid and the total true value, as near as may be determined, of the parcels of land and improvements that are proposed to be assessed. This is provided pursuant to §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.

POLICY CONSISTENCY

The City's winter protection berm is an important public safety project that protects public and private property improvements along the City Beach in the City of Carpinteria. The intended purpose of the berm is to provide a measure of protection to the housing front on the Carpinteria City Beach. Protection is needed during the winter in the event of a severe winter storm. Historically, powerful waves generated by large Pacific Ocean storms have been known to overrun and flood local beaches and coastal structures. The winter protection berm is intended to help reduce the frequency of damage to the housing front which otherwise might occur if no berm was built.

The Safety Element of the City's General Plan and Local Coastal Plan states the following:

Objective S-4: Minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from flooding.

Further policy consistency may be found in the Safety Element's Implementation Measure No. 13:

13. The City shall support and facilitate the current Army Corps of Engineers (ACOE) feasibility study and otherwise pursue long-term solutions for beach nourishment and establishment of a vegetated dune system at City Beach. As an interim measure, and with permission from the Coastal Commission and US Army Corps of Engineers, the City may construct a sand berm on the City Beach parallel to the homes fronting on the beach.

FINANCIAL CONSIDERATIONS

The City utilizes the revenue from Assessment District No. 5 to partially pay for the construction and removal of the Winter Protection Berm. Should the District not collect the funds as programmed, the City would need to find an alternative source of funds or discontinue the Winter Protection Berm Program.

The proposed action is the next step toward continuing the District providing funding for annual Beach Berm construction.

District funding	\$22,228.34
City Contribution	<u>\$15,271.66</u>
Total Annual Cost	<u>\$37,500.00</u>

LEGAL

The minimal protection provided by the berm is not intended to serve as a substitute for any private storm protection improvements or private flood insurance. The winter protection berm is not impervious to being destroyed itself. Even with the winter protection berm in place, the possibility of damage to public and private improvements by winter storms still exists.

OPTIONS

The City Council, at its discretion, may modify the findings of this report in any respect (§10300 Streets and Highway code) and the modified report will stand as the report for all subsequent proceedings except that the City Council may not change the boundaries of the District to include any territory that will not, in its judgment, be benefited by the improvement.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

- A. Resolution No. 5612
- B. Assessment District No. 5 Engineer's Report 2015-16

Staff contact: Matthew Roberts
(805) 684-5405 x449


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A, Resolution No. 5612

RESOLUTION NO. 5612

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
LEVYING THE ANNUAL ASSESSMENT FOR
ASSESSMENT DISTRICT NO. 5
(Pursuant to the Municipal Improvement Act of 1913)**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

This City Council has taken a series of actions preliminary to assessing the parcels of real property within the boundaries of Assessment District No. 5, and now makes the following findings and orders:

1. The City Council adopted its Resolution Initiating Proceedings for the improvement described therein under the Municipal Improvement Act of 1913, and directed the Engineer of Work for the Assessment District, to prepare the Report required by section 10203 and following of the Streets and Highways Code.

The Report describes the District improvements generally as follows:

The annual installation and removal of The Carpinteria Beach Winter Protection Berm that is located along the entire length of the Carpinteria City Beach between Linden Avenue and the western boundary of Carpinteria City.

2. The Engineer of Work filed the report as directed, and the City Council adopted its Resolution of Intention to levy and collect assessments within the Assessment District for fiscal year 2015-2016 and set a public hearing to be held on May 26, 2015 at Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria, CA 93013. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest received.

4. The City Clerk has determined that a majority protest does not exist.

5. The City Council hereby confirms Engineers Report, orders the improvement as described and hereby levies the assessment set forth therein for fiscal year 2015-2016.

The Carpinteria City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original resolutions of the City Council of

the City of Carpinteria and shall make a minute of the passage and adoption thereof in the records of the proceedings of the Carpinteria City Council in the minutes of the meeting at which this resolution is passed and adopted.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015 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 26th day of May, 2015.

City Clerk, City of Carpinteria

Approved as to form:

Peter N. Brown,
on behalf of Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

Attachment B
Assessment District No. 5
The Engineer's Report for 2015-16

City of Carpinteria Assessment District #5
The Carpinteria Beach Winter Protection Berm
District's Engineer's Report
Fiscal Year 2015 – 16

City of Carpinteria Assessment District #5
The Carpinteria Beach Winter Protection Berm
District's Engineer's Report
Fiscal Year 2015 – 16

This report contains the following parts:

- A. Plans and specifications of the winter berm project.
- B. An estimate of the costs of the project.
- C. An assessment role.
- D. A statement of the method in which project costs were apportioned to each benefited parcel of land within the district.
- E. A list of the names and addresses of each owner of property within the district's boundaries know to the City.
- F. An assessment diagram.
- G. A statement which confirms the collection of assessments for the project may be subsequent to the work for the project.
- H. A statement of the total amount of assessments for all properties with in district's boundaries which remains unpaid and the total true value, as near as may be determined, of the parcels of land and improvements that are proposed to be assessed. This is provided pursuant to §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.

PART A

City of Carpinteria Assessment District #5

The Carpinteria Beach Winter Protection Berm

District's Engineer's Report

Fiscal Year 2015 – 16

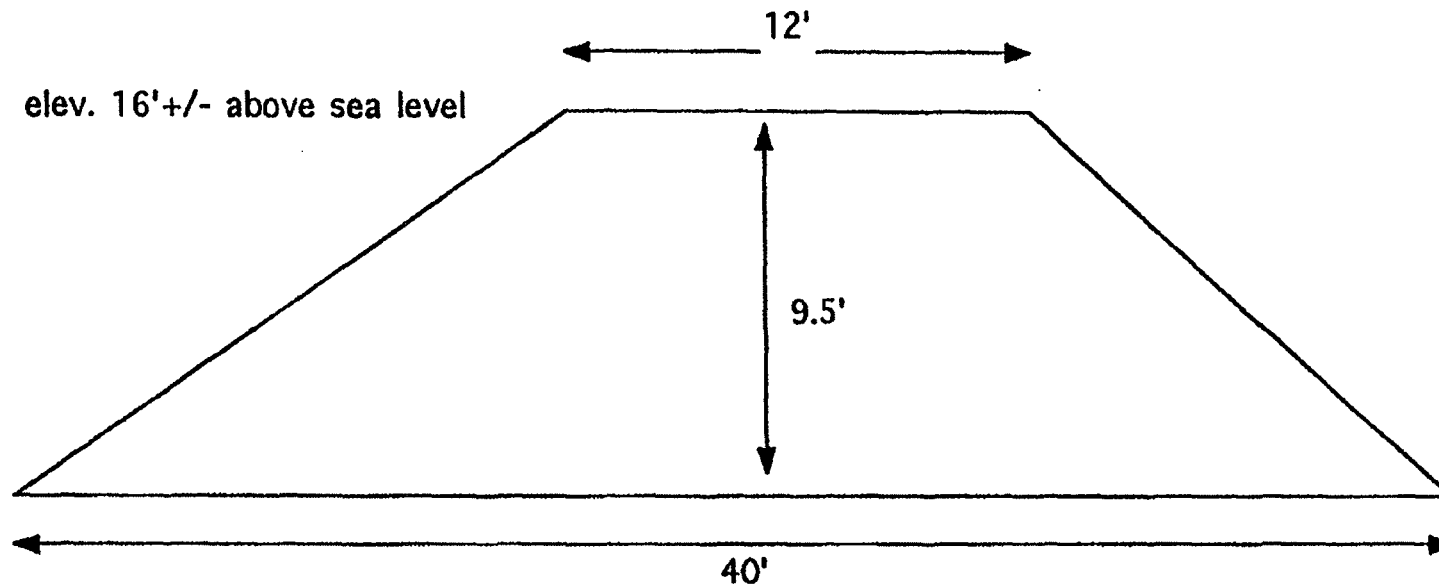
Engineer's Report
City of Carpinteria Assessment District # 5
The Carpinteria Beach Winter Protection Berm
April 27, 2015
Part A

Project Description.

The Carpinteria Winter Protection Berm is a Sand berm constructed in the fall of each year and then removed again in the spring. It is constructed of beach sand scraped from the upper tidal zone and placed in the back shore area of the City's beach. The berm is built along the entire City beach from the City's western most boundary to the west to the eastern limit of Linden Avenue on the east. The approximate length of the berm is 1,450 feet. Approximately twelve-thousand cubic yards of beach material are used in the construction of the berm. The berm is built to an approximate height of sixteen feet above sea level or higher depending upon field conditions and sand inventories.

The intended purpose of the berm is to provide a measure of protection to the housing front on the Carpinteria City Beach. Protection is needed during the winter in the event of a severe winter storm. Historically, powerful waves generated by large Pacific Ocean storms have been known to cause damage to local beaches and coastal structures. The winter protection berm is intended to help reduce the frequency of damage to the housing front which might otherwise occur if no berm was built. The minimal protection provided by the berm is not intended to serve as a substitute for any private storm protection improvements or private flood insurance. The winter protection berm is not impervious to being destroyed itself. Even with the winter protection berm in place, the possibility of housing front damage by winter storms is still present.

CITY OF CARPINTERIA WINTER PROTECTION BERM (TYPICAL SECTION)



Typical Section
(no scale)

Material for construction of berm shall be bulldozed from seaward side during low tide

Notes:

1. Typical section diagram is typical only and may vary depending upon field conditions
2. Estimated cubic yardage is 13,200 CY based on 1,440 linear feet. This will vary depending on field conditions.

Carpinteria City Beach

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ASH AVENUE

HOLLY AVENUE

SANDYLAND ROAD

ELM AVENUE

LINDEN AVENUE

Winter Protection Berm Project Site

PART B

**City of Carpinteria Assessment District #5
The Carpinteria Beach Winter Protection Berm
District's Engineer's Report
Fiscal Year 2015 – 16**

PART B
Engineer's Report
Estimate of Project Cost
Carpinteria City Beach Winter Protection Berm
Fiscal Year 2015-2016

The following estimate of project cost for the Carpinteria City Beach Winter Protection Berm is prepared in order to determine the anticipated cost of installing, maintaining, and removing the annual project. Variables that exist in this estimation include not knowing what beach conditions will be for the berm installation in the fall, what level of maintenance will be necessary to keep the berm intact during the winter and how much machine time will be needed to remove the berm in the springtime. Other components of the cost estimate are more reliable. These components include the cost of biological reporting and project administration.

The installation of the winter protection berm is accomplished by a negotiated contract pursuant to 22032(a) of the California Public Contract Code. This code states that public projects of forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

The cost to construct the berm in 2014 / 2015 Fiscal Year is estimated to be \$12,000. This amount is based upon the following breakdown;

Machine time	\$12,000.00
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The quantity of maintenance needed throughout the winter storm season is based upon the severity of weather encountered during the time the berm is in place. Some winters require no maintenance while others can require a significant maintenance effort. An amount should be contributed each year in an effort to anticipate some level of maintenance. Again based upon empirical data, a contribution of five thousand dollars per year should on average be adequate.

\$5,000.00

Removal of the berm in order to return the berm material to the upper tidal zone and to reconfigure the beach to a natural spring profile also varies for several reasons. Should the winter be exceptionally mild, and the berm remains one hundred percent intact, a greater amount of time will be required to remove it. After some winter seasons, a significant portion of the berm is eroded away, reducing berm removal costs. Removal costs can thereby vary significantly from year to year.

An estimated cost for this procedure equals	\$12,000.00
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Biological monitoring is a requirement of the Army Corps of Engineers and California Coastal Commission who grants authority to the City to do this project. Under the monitoring plan, the California grunion and snowy plover bird must be studied each season in order to insure mechanical beach sand movement does not interfere with the

spawning or nesting grounds. This procedure is performed by City staff with consultation being performed by a qualified biologist.

The cost of this operation equals

\$ 2,000.00

The general administration of the berm project overall includes the coordination for construction of the berm, supervision of the construction, any general or related tasks associated with berm management, monitoring of the berm in the winter to watch for berm erosion, preparation of the reports that must be submitted to the Army Corps of Engineers and the California Coastal Commission, berm assessment accounting and management

The cost of this operation equals

\$4,500.00

Based, therefore, on the above anticipated cost of the project, the estimated cost in the fiscal year 2015-2016 would be thirty-five thousand five-hundred dollars. (\$35,500).

The Assessment District No. 5 total assessment was set in January 1997 by a mail ballot. In that process, the total District fees were set at **Twenty thousand two hundred twenty eight and 34/100 dollars (\$20,228.34).**

The City of Carpinteria may not raise that assessment without an affirmative vote of the affected property owners. As such, in 2015/16 the City will contribute to the District in an amount of fifteen thousand two-hundred seventy one dollars and 66 cents (\$15,271.66). **Therefore the net amount assessable on land within the district is Twenty thousand two hundred twenty eight dollars and 34 cents (\$20,228.34).**

PART C

City of Carpinteria Assessment District #5

The Carpinteria Beach Winter Protection Berm

District's Engineer's Report

Fiscal Year 2015 – 16

City of Carpinteria Assessment District #5 FY 2015-16

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Joan Rock Bailard/ Bambi R. Bashore Seahorse Trust 1825 State Street #106, Santa Barbara, CA 93101	003-470-008	\$500.52
Claire Roberts 3330 Foothill Road, Carpinteria, CA 93013	003-470-010	\$494.21
City of Carpinteria 5775 Carpinteria Avenue Carpinteria, CA 93013	003-470-013 Ash Ave. Holly Ave. Elm Ave. Linden Ave. Street Ends	14,843.27
Tharrell D./Dinah L. Ming 1113 Tam O Shanter Drive, Bakersfield, CA 93309	003-490-001	\$547.90
Brittany/Brook/Bridget Barnes / BABBB, LLC 210 South Orange Grove Boulevard, Pasadena, CA 91105	003-760-001	\$235.87
Judith Mulford 4709 Sandyland Road #2, Carpinteria, CA 93013	003-760-002	\$235.87
Tamara A. Campbell / Elsie Atkinson Family Trust 15421 Chemical Lane, Huntington Beach, CA 92647	003-760-003	\$235.87
James/Carol Miller 31838 Foxfield Drive, Westlake Village, CA 91361	003-760-004	\$235.87
William Grayer 14903 Valley Vista Blvd., Sherman Oaks, CA 91403	003-760-005	\$235.87
Adrienne A. Edmonston 467 Meadowbrook Drive, Santa Barbara, CA 93108	003-760-006	\$235.87
Greg/Deborah Galletly AMSS LLC 210 South Orange Grove Boulevard, Pasadena, CA 91105	003-760-007	\$235.87
Ruth Giacomuzzi 22419 Gilmore Street, Canoga Park, CA 91304-3707	003-760-008	\$235.87
Frank/ Margaret Roughan 884 Emerson Street, Thousand Oaks, CA 91362-2462	003-770-001	\$235.87
Judith Mulford 4709 Sandyland Road #2, Carpinteria, CA 93013	003-770-002	\$235.87
Rodney A./Ann B. Resnik 352 Calle Converse, Camarillo, CA 93010-1836	003-770-003	\$235.87
Rodney A./Ann B. Resnik 352 Calle Converse, Camarillo, CA 93010-1836	003-770-004	\$235.87
Lee/Krystyna Jamieson 3101 State Road, Bakersfield, CA 93308	003-800-001	\$235.87

City of Carpinteria Assessment District #5 FY 2015-16

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Lee/Krystyna Jamieson 3101 State Road, Bakersfield, CA 93308	003-800-002	\$235.87
Dennis A. Maul Sales 2729 21st Street, Bakersfield, CA 93301	003-800-003	\$244.52
C/O Manager / 4975 Sandyland Road Association 4975 Sandyland Road #101, Carpinteria, CA 93013	003-830-001	\$193.80
Charles R./Cynthia G. Alleman / Robert Perreault 2004 N. Tracy Road, Simi Valley, CA 93063	003-830-002	\$193.80
Eric Schenker / Stanley L. Mayer, Trustee 3887 State Street #206, Santa Barbara, CA 93105	003-830-003	\$193.80
Mark/Fleur Chesler 4535 Encino Avenue, Encino, CA 91316	003-830-004	\$193.80
Vito Coletta 1466 Equistrian Avenue, Thousand Oaks, CA 91360	003-830-005	\$193.80
Karl Boeckmann 4194 Regal Oak Drive, Encino, CA 91436	003-830-006	\$193.80
Mark E./Kathleen D. Schroeder 5075 East Powers Avenue, Clovis, CA 93611	003-830-007	\$193.80
Luci Rogers 835 Holly Avenue, Carpinteria, CA 93013	003-830-008	\$193.80
Javier Echeverria 4403 Bear Mountain Blvd, Bakersfield, CA 93313	003-830-009	\$193.80
Peter Schiffrin, Trustee / The Estate of Leslie Schiffrin 9171 Gazette Avenue, Chatsworth, CA 91311-5918	003-830-010	\$193.80
Harvey C. Otis 3766 Oleander Drive, Highland, CA 92346	003-830-011	\$193.80
David/Curtis Blackburn PO BOX 4, Corona Del Mar, CA 92625	003-830-012	\$193.80
Kelly Palacios 585 Unique Lane, Simi Valley, CA 93065	003-830-013	\$193.80
Phyllis Keep/ Brian McKee 4212 E. Los Angeles Avenue #3441, Simi Valley, CA 93063	003-830-014	\$193.80
Nancy A. Wright 3153 Scottys Terrace, Simi Valley, CA 93063	003-830-015	\$193.80
Elizabeth Fortner Guyor P.O. Box 1530, Wrangell, AK 99929	003-830-016	\$193.80
Maury/Lisa Friedman 29480 Bertrand Drive, Agoura Hills, CA 91301-4126	003-830-017	\$193.80
Dawn Manolakos 1311 Kenwood Road, Santa Barbara, CA 93109	003-830-018	\$193.80

City of Carpinteria Assessment District #5 FY 2015-16

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Peter C./Joanne C. Gerlach 1186 Deep Wood Drive, Westlake Village, CA 91362	003-830-019	\$193.80
Patricia Riner 23222 8th Street, Newhall, CA 91321	003-830-020	\$193.80
Jo Ann Day Trust 640 Terrace View Place, Port Hueneme, CA 93041	003-830-021	\$193.80
Mary Jane Mulholland 203 Quincy Avenue, Long Beach, CA 90803	003-830-022	\$193.80
Gerald Ryckman Trust 1784 Collingswood Court, Westlake Village, CA 91362-4730	003-830-023	\$193.80
Mike/Celine Kozman, Trustees / Family Trust 3630 Viewcrest Drive, Burbank, CA 91504	003-830-024	\$193.80
Robert/Jacquelyne Davis 12008 Wood Ranch Road, Granada Hills, CA 91344-2160	003-830-025	\$193.80
Mary P. Russo/Jose G. Sicari / Phillippe Sicari 32314 121 ST E, Juniper Hills, CA 93553	003-830-026	\$193.80
Laurence Press/ Marcela Ortuzar Press 10726 Esther Avenue, Los Angeles, CA 90064-3223	003-830-027	\$193.80
Daniel W./Janet L. Beaton 4611 Windsor Blvd, Cambria, CA 93428	003-830-028	\$193.80
Clifford/Patricia Aldrich 707 East Palm #A, Burbank, CA 91501	003-830-029	\$193.80
Stephen Genstil 798 Preakness Place, Newbury Park, CA 91320-4927	003-830-030	\$193.80
Francis X./Marion M. Schillo 91 Dombey Circle, Thousand Oaks, CA 91360	003-830-031	\$193.80
Karen Gichon-Marder 5321 Orrville Avenue, Woodland Hills, CA 91367	003-830-032	\$193.80
Linda Blackburn 8 Prado, Irvine, CA 92612	003-830-033	\$193.80
Hilda Murachanian 2370 Sherwood Road, San Marino, CA 91108	003-830-034	\$193.80
Marvin C./Jeanne C. Frey 29743 Arroyo Oak Lane, Castaic, CA 91384	003-830-035	\$193.80
Kathleen Bridgeland 2821 Westshire Drive, Los Angeles, CA 90068-1931	003-830-036	\$193.80
Darrell Friedman 31200 Cedar Valley Drive, Westlake Village, CA 91362-4035	003-840-013	\$251.03

City of Carpinteria Assessment District #5 FY 2015-16

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Pat/Merry Henry 139 Wood Duck Avenue, Sanger, CA 93657	003-840-014	\$251.03
PANT PROPERTIES c/o Northridge Lumber Company 18537 Parthenia Street, Northridge, CA 91324-4026	003-840-015	\$251.03
Vincent Mezzio 18432 Oxnard Street, Ste. #202, Tarzana, CA 91356	003-840-016	\$251.03
Charles M./Bette L. Everett / Everett Trust 12-02-74 4925 Sandyland Road # E, Carpinteria, CA 93013	003-840-017	\$251.03
Mary M. Clark, Trustee 4925 Sandyland Road # F, Carpinteria, CA 93013	003-840-018	\$251.03
John D./Christina Lund 98 Olive Mill Lane, Santa Barbara, CA 93108	003-850-013	\$369.40
Jack L./Mechelle A. Sinclair 10811 Milstead Lane, Bentonville, AR 72712	003-850-014	\$251.03
Shelley Jensen 1025 Cheshire Hills Court Westlake Village, CA 91361	003-850-015	\$251.03
Joyce Resnik 888 Calle Del Norte, Camarillo, CA 93010	004-090-001	\$235.30
Louis/ Jacqueline Carnevale 4867 Sandyland # B, Carpinteria, CA 93013-2359	004-090-002	\$235.30
Brian G. Fitzgerald, Trustee 1935 Calamar Court, Camarillo, CA 93010-9279	004-090-003	\$235.30
John/Rosalia Zeolla 5327 Vanalden Avenue, Tarzana, CA 91356-3106	004-090-004	\$235.30
David/ Lorraine Paich 501 S. Beverly Dr., 3rd Floor, Beverly Hills, CA 90212-4520	004-091-001	\$235.24
Bank of America, Trustee, Attn: Russell Blair #66-90-090-8444374 901 Main Street, 16th Floor, Dallas, TX 75202	004-091-002	\$235.24
Judith Caratan 11611 Harrington Street, Bakersfield, CA 93311	004-091-003	\$235.24
Susan L. Caratan 3750 Three Bar Street, Bakersfield, CA 93314	004-091-004	\$235.24
Scott Harrison / Harrison Trust P.O. Box 81916, Bakersfield, CA 93308	004-091-005	\$235.24
Philip/Carole F. Gilligan 4885 Sandyland Road #6, Carpinteria, CA 93013	004-091-006	\$235.24
James F./Jennifer McIntosh 14919 La Cumbre Drive, Pacific Palisades, CA 90272	004-091-007	\$235.24

City of Carpinteria Assessment District #5 FY 2015-16

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Richard De Mornay P.O. Box 4085, Santa Barbara, CA 93140-4085	004-091-008	\$235.24
Doris L. Ecker, Trustee 412 Oak Hill Drive, Belleville, ILL 62223-2236	004-101-001	\$219.45
Myron Cook 6612 Palm Tree Circle, Bakersfield, CA 93308	004-101-002	\$219.45
Joyce Resnik 888 Calle Del Norte, Camarillo, CA 93010-8442	004-101-003	\$219.45
Robert Schreiner 347 El Tuaca, Camarillo, CA 93010	004-101-004	\$219.45
Dennis/Angela Collier 185 Crestview Avenue, Camarillo, CA 93010-1759	004-101-005	\$219.45
John Lynn/Christina C. / Dewey Dewey Family Trust 2005 P.O. Box 907, Carpinteria, CA 93014	004-101-006	\$219.45
Katheryn A. Mullins, Trustee P. O. Box 156, Solvang, CA 93464-0156	004-101-007	\$219.45
Arthur J. Ecker, Trustee / Ecker Family Trust 14 Brentford Court #8, Camarillo, CA 93010-2013	004-101-008	\$219.45
Michael B. Duncan, Trustee P.O. Box 21235, Bakersfield, CA 93390	004-109-001	\$248.37
Michael B. Duncan, Trustee P.O. Box 21235, Bakersfield, CA 93390	004-109-002	\$248.37
Julio/Shirley M. Soares / Marina Shores 4681 Sierra Madre Rd., Santa Barbara, CA 93110	004-115-001	\$236.37
Julio/Shirley M. Soares / Marina Shores 4681 Sierra Madre Rd., Santa Barbara, CA 93110	004-115-002	\$236.37
Julio/Shirley M. Soares Marina Shores 4681 Sierra Madre Rd., Santa Barbara, CA 93110	004-115-003	\$236.37

PART D

**City of Carpinteria Assessment District #5
The Carpinteria Beach Winter Protection Berm
District's Engineer's Report
Fiscal Year 2015 – 16**

PART D
Engineer's Report
Method of Apportionment of Assessment
Carpinteria City Beach Winter Protection Berm
Fiscal Year 2015-2016

The Carpinteria City Beach Winter Protection Berm Project is constructed along the Carpinteria City Beach bordered on the east by Linden Avenue and to the west by Ash Avenue. The berm is constructed each fall in order to provide a measure of protection to the housing front from severe winter storms and wave action. In order to fairly assess the ocean front properties that directly benefit from the berm protection, a formula was developed which reflects the benefit each parcel of land receives.

First, the cost of providing the service is divided into fixed and variable costs. Fixed cost are those that are required regardless of the amount of sand actually moved. These include the permit compliance, biological monitoring and administration of the berm project. The fixed costs are apportioned equally to all properties within the boundaries of the assessment district. The contribution toward the maintenance fund is also included among the fixed costs. Variable costs include the cost of the actual machine time required to move the sand. Since properties in the District receive varying levels of benefit depending upon the property's length of beach frontage, variable cost is assigned to each property based upon its actual length of beach frontage. Condominium or apartment properties' beach frontage was determined by dividing the number of units in each complex by the length of the property's beach frontage. These variable and fixed costs were apportioned to each property and an assessment assigned as part of a Proposition 218 vote and the assessments have not been altered in subsequent years.

A City owned parcel within the District's boundaries is assessed in the same fashion as all other parcels within the District's boundaries in order to comply with Article XIII D of the California Constitution.

PART E

City of Carpinteria Assessment District #5

The Carpinteria Beach Winter Protection Berm

District's Engineer's Report

Fiscal Year 2015 – 16

City of Carpinteria Assessment District #5 FY 2015-16

PART E An assessment role of the parcels
of land within the assessment district.

	APN
Joan Rock Bailard/ Bambi R. Bashore / Seahorse Trust 1825 State Street #106, , Santa Barbara, CA 93101	003-470-008
Claire Roberts 3330 Foothill Road, , Carpinteria, CA 93013	003-470-010
Tharrell D./ Dinah L. Ming 1113 Tam O Shanter Drive, , Bakersfield, CA 93309	003-490-001
Brittany/Brook/Bridget Barnes BABBB, LLC 210 South Orange Grove Boulevard, , Pasadena, CA 91105	003-760-001
Judith Mulford 4709 Sandyland Road #2, , Carpinteria, CA 93013-2255	03-760-002
Tamara A. Campbell Elsie Atkinson Family Trust 15421 Chemical Lane, , Huntington Beach, CA 92647	003-760-003
James/ Carol Miller 31838 Foxfield Drive, , Westlake Village, CA 91361-4201	A03-760-004
William Grayer 14903 Valley Vista Blvd., , Sherman Oaks, CA 91403-4022	003-760-005
Adrienne A. Edmonston 467 Meadowbrook Drive, , Santa Barbara, CA 93108-2687	003-760-006
Greg/Deborah Galletly AMSS LLC 210 South Orange Grove Boulevard, , Pasadena, CA 91105	003-760-007
Ruth Giacomuzzi 22419 Gilmore Street, Canoga Park, CA 91304-3707	003-760-008
Frank/ Margaret Roughan 884 Emerson Street, , Thousand Oaks, CA 91362-2462	003-770-001
Judith Mulford 4709 Sandyland Road #2, , Carpinteria, CA 93013-2255	003-770-002
Rodney A./ Ann B. Resnik 352 Calle Converse, , Camarillo, CA 93010-1836	003-770-003
Rodney A./ Ann B. Resnik 352 Calle Converse, , Camarillo, CA 93010-1836	003-770-004
Lee/ Krystyna Jamieson 3101 State Road, , Bakersfield, CA 93308	003-800-001
Lee/ Krystyna Jamieson 3101 State Road, , Bakersfield, CA 93308	003-800-002
Dennis A. Maul Sales 2729 21st Street, , Bakersfield, CA 93301	003-800-003
C/O Manager 4975 Sandyland Road Association 975 Sandyland Road #101, , Carpinteria, CA 93013	003-830-001

City of Carpinteria Assessment District #5 FY 2015-16

PART E An assessment role of the parcels
of land within the assessment district.

	APN
Charles R./ Cynthia G. Alleman Robert Perreault 2004 N. Tracy Road, , Simi Valley, CA 93063	003-830-002
Eric Schenker Stanley L. Mayer, Trustee 3887 State Street #206, , Santa Barbara, CA 93105	003-830-003
Mark/ Fleur Chesler 4535 Encino Avenue, , Encino, CA 91316	003-830-004
Vito Coletta 1466 Equistrian Avenue, , Thousand Oaks, CA 91360	003-830-005
Karl Boeckmann 4194 Regal Oak Drive, , Encino, CA 91436	003-830-006
Mark E./ Kathleen D. Schroeder 5075 East Powers Avenue, , Clovis, CA 93611	003-830-007
Luci Rogers 835 Holly Avenue, , Carpinteria, CA 93013	003-830-008
Javier Echeverria 4403 Bear Mountain Boulevard, , Bakersfield, CA 93313	003-830-009
Peter Schiffrin, Trustee The Estate of Leslie Schiffrin 9171 Gazette Avenue, , Chatsworth, CA 91311-5918	003-830-010
Harvey C. Otis 3766 Oleander Drive, , Highland, CA 92346	003-830-011
David/ Curtis Blackburn PO BOX 4, , Corona Del Mar, CA 92625	003-830-012
Kelly Palacios 585 Unique Lane, , Simi Valley, CA 93065	003-830-013
Phyllis Keep/ Brian McKee 4212 E. Los Angeles Avenue #3441, , Simi Valley, CA 93063	003-830-014
Nancy A. Wright 3153 Scottys Terrace, , Simi Valley, CA 93063	003-830-015
Elizabeth Fortner Guyor P.O. Box 1530, , Wrangell, AK 99929	003-830-016
Maury/ Lisa Friedman 29480 Bertrand Drive, , Agoura Hills, CA 91301-4126	003-830-017
Dawn Manolakos 1311 Kenwood Road, , Santa Barbara, CA 93109	003-830-018
Peter C./ Joanne C. Gerlach 1186 Deep Wood Drive, , Westlake Village, CA 91362	003-830-019
Patricia Riner 23222 8th Street, , Newhall, CA 91321	003-830-020
Jo Ann Day Trust 640 Terrace View Place, , Port Hueneme, CA 93041	003-830-021

City of Carpinteria Assessment District #5 FY 2015-16

PART E An assessment role of the parcels
of land within the assessment district.

	APN
Mary Jane Mulholland 203 Quincy Avenue, Long Beach, CA 90803	003-830-022
Gerald Ryckman Trust 1784 Collingswood Court, , Westlake Village, CA 91362-4730	003-830-023
Mike/ Celine Kozman, Trustees Family Trust 3630 Viewcrest Drive, , Burbank, CA 91504	003-830-024
Robert/ Jacquelyne Davis 12008 Wood Ranch Road, , Granada Hills, CA 91344-2160	003-830-025
Mary P. Russo/ Jose G. Sicari Phillippe Sicari 32314 121 ST E, , Juniper Hills, CA 93553	003-830-026
Laurence Press/ Marcela Ortuzar Press 10726 Esther Avenue, , Los Angeles, CA 90064-3223	003-830-027
Daniel W./ Janet L. Beaton 4611 Windsor Blvd, , Cambria, CA 93428	003-830-028
Clifford/ Patricia Aldrich 707 East Palm #A, , Burbank, CA 91501	003-830-029
Stephen Genstil 798 Preakness Place, , Newbury Park, CA 91320-4927	003-830-030
Francis X./ Marion M. Schillo 91 Dombey Circle, , Thousand Oaks, CA 91360	003-830-031
Karen Gichon-Marder 5321 Orrville Avenue, , Woodland Hills, CA 91367	003-830-032
Linda Blackburn 8 Prado, , Irvine, CA 92612	003-830-033
Hilda Murachanian 2370 Sherwood Road, , San Marino, CA 91108	003-830-034
Marvin C./ Jeanne C. Frey 29743 Arroyo Oak Lane, , Castaic, CA 91384	003-830-035
Kathleen Bridgeland 2821 Westshire Drive, , Los Angeles, CA 90068-1931	003-830-036
Darrell Friedman 31200 Cedar Valley Drive, , Westlake Village, CA 91362-4035	003-840-013
Pat/ Merry Henry 139 Wood Duck Avenue, , Sanger, CA 93657	003-840-014
PANT PROPERTIES c/o Northridge Lumber Company 18537 Parthenia Street, , Northridge, CA 91324-4026	003-840-015
Vincent Mezzio 18432 Oxnard Street, Ste. #202, , Tarzana, CA 91356-1557	003-840-016

City of Carpinteria Assessment District #5 FY 2015-16

PART E An assessment role of the parcels
of land within the assessment district.

	APN
Charles M./ Bette L. Everett Everett Trust 12-02-74 4925 Sandyland Road # E, , Carpinteria, CA 93013-2357	003-840-017
Mary M. Clark, Trustee 4925 Sandyland Road # F, , Carpinteria, CA 93013-2357	003-840-018
John D./ Christina Lund 98 Olive Mill Lane, , Santa Barbara, CA 93108	003-850-013
Jack L./ Mechelle A. 10811 Milstead Lane, , Bentonville, AR 72712	003-850-014
Shelley Jensen 1025 Cheshire Hills Court, , Westlake Village, CA 91361	003-850-015
Joyce Resnik 888 Calle Del Norte, , Camarillo, CA 93010	004-090-001
Louis/ Jacqueline Carnevale 4867 Sandyland # B, , Carpinteria, CA 93013-2359	004-090-002
Brian G. Fitzgerald, Trustee 1935 Calamar Court, , Camarillo, CA 93010-9279	004-090-003
John/ Rosalia Zeolla 5327 Vanalden Avenue, , Tarzana, CA 91356-3106	004-090-004
David/ Lorraine Paich 501 S. Beverly Dr., 3rd Floor, , Beverly Hills, CA 90212-4520	004-091-001
Attn: Russell Blair #66-90-090-8444374 901 Main Street, 16th Floor, Mail Code: TX1-492-16-10, Dallas, TX 75202	004-091-002
Judith Caratan 11611 Harrington Street, , Bakersfield, CA 93311	004-091-003
Susan L. Caratan 3750 Three Bar Street, , Bakersfield, CA 93314	004-091-004
Scott Harrison Harrison Trust P.O. Box 81916, , Bakersfield, CA 93308	004-091-005
Philip/ Carole F. Gilligan 4885 Sandyland Road #6, , Carpinteria, CA 93013	004-091-006
James F./ Jennifer McIntosh 14919 La Cumbre Drive, , Pacific Palisades, CA 90272	004-091-007
Richard De Mornay P.O. Box 4085, , Santa Barbara, CA 93140-4085	004-091-008
Doris L. Ecker, Trustee 412 Oak Hill Drive, , Belleville, ILL 62223-2236	004-101-001
Myron Cook 6612 Palm Tree Circle, , Bakersfield, CA 93308	004-101-002

City of Carpinteria Assessment District #5 FY 2015-16

PART E An assessment role of the parcels
of land within the assessment district.

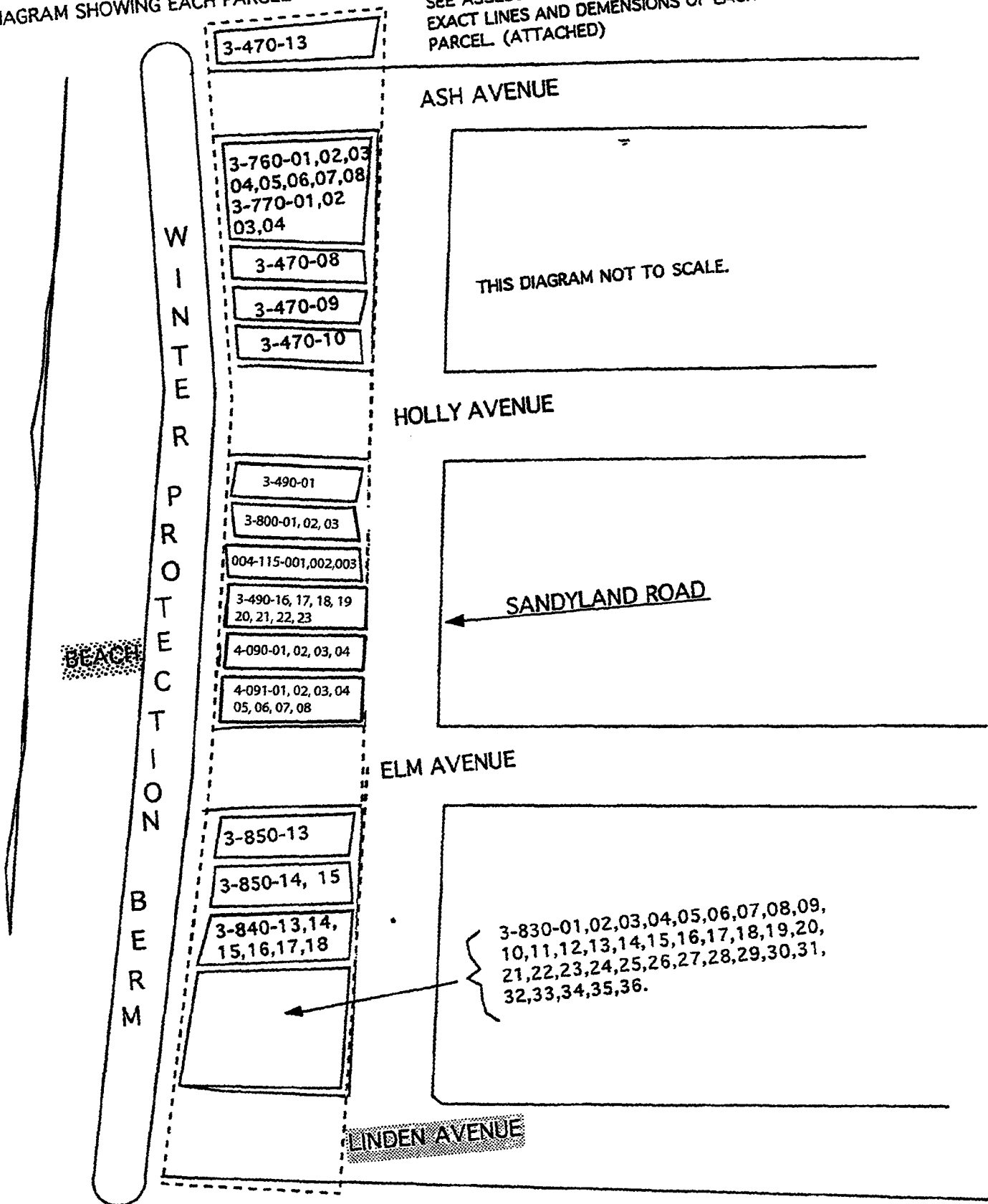
	APN
Joyce Resnik 888 Calle Del Norte, , Camarillo, CA 93010-8442	004-101-003
Robert Schreiner 347 El Tuaca, , Camarillo, CA 93010	004-101-004
Dennis/ Angela Collier 185 Crestview Avenue, , Camarillo, CA 93010-1759	004-101-005
John Lynn/ Christina C. Dewey Dewey Family Trust 2005 P.O. Box 907, , Carpinteria, CA 93014	004-101-006
Katheryn A. Mullins, Trustee P. O. Box 156, , Solvang, CA 93464-0156	004-101-007
Arthur J. Ecker, Trustee Ecker Family Trust 14 Brentford Court #8, , Camarillo, CA 93010-2013	004-101-008
Michael B. Duncan, Trustee P.O. Box 21235, , Bakersfield, CA 93390	004-109-001
Michael B. Duncan, Trustee P.O. Box 21235, , Bakersfield, CA 93390	004-109-002
Julio/ Shirley M. Soares Marina Shores 4681 Sierra Madre Rd., , Santa Barbara, CA 93110-1322	004-115-001
Julio/ Shirley M. Soares Marina Shores 4681 Sierra Madre Rd., , Santa Barbara, CA 93110-1322	004-115-002
Julio/ Shirley M. Soares Marina Shores 4681 Sierra Madre Rd., , Santa Barbara, CA 93110-1322	004-115-003

PART F

**City of Carpinteria Assessment District #5
The Carpinteria Beach Winter Protection Berm
District's Engineer's Report
Fiscal Year 2015 – 16**

DIAGRAM SHOWING EACH PARCEL TO BE INCLUDED IN THE ASSESSMENT DISTRICT # 5
SEE ASSESSOR'S PARCEL MAPS FOR
EXACT LINES AND DEMENSIONS OF EACH
PARCEL (ATTACHED)

PART F



PART G

City of Carpinteria Assessment District #5

The Carpinteria Beach Winter Protection Berm

District's Engineer's Report

Fiscal Year 2015 – 16

Part G

Collection Statement

The Collection of Assessment District No. 5 funds may take place after the construction, maintenance and / or removal of each season's project. Should in good faith, the City of Carpinteria construct the winter protection berm as described in the Park and Recreation Director's report, and subsequently, the proposed assessments be adopted, the district will reimburse the City of Carpinteria for the current season's project costs to the extent described in the Park and Recreation Director's report.

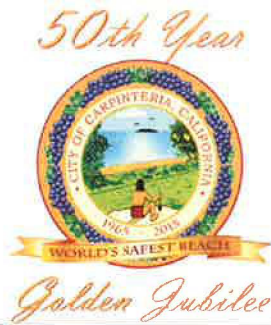
PART H

**City of Carpinteria Assessment District #5
The Carpinteria Beach Winter Protection Berm
District's Engineer's Report
Fiscal Year 2015 – 16**

PART H

Unpaid Assessment Statement

The total principal sum of unpaid assessments for all properties within the City of Carpinteria's Assessment District Number Five's boundaries which remain unpaid as computed pursuant to paragraph (1) of Subdivision (b) of §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931 is \$0.00. The total true value, as near as may be determined, of the parcels of land and improvements which are proposed to be assessed is equal to \$90,400,000.00 computed pursuant to paragraph (2) of subdivision (b) of §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Authorization to Advertise City Maintenance Project No. 15045, Via Real Sidewalk Improvements Project for Formal Bid

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the Public Works Director to advertise City Maintenance Project No. 15045 - Via Real Sidewalk Improvements Project, for formal bid.

Motion: I move to authorize the Public Works Director to advertise City Maintenance Project No. 15045 – Via Real Sidewalk Improvements Project, for formal bid.

BACKGROUND

Currently, the stretch of Via Real between Cravens Lane and The Sandpiper Mobile Home Park (MHP) entrance lacks sidewalk. A sidewalk project was proposed in 2013 to increase safety and eliminate the gap in sidewalk from The Sandpiper MHP entrance to the bus stop and the existing sidewalk along Via Real east of Cravens Lane. In 2013, Public Works was awarded \$74,827 through a Measure A Cycle II Safe Routes to School grant for the sidewalk improvements project.

DISCUSSION

Public Works contracted RBF Consulting to prepare plans, specifications and estimates for the proposed project. The plans include adding sidewalk along westbound Via Real with new American with Disabilities Act (ADA) compliant curb ramps at the Via Real/Cravens Lane intersection and at the entrance to The Sandpiper MHP. The project also proposes to modify a driveway for improved accessibility and clear a pathway through areas currently not suitable for pedestrian travel. **(Figure 1)**



Figure 1
Via Real, looking west towards the Sandpiper MHP entrance

POLICY CONSISTENCY

General Plan/Local Coastal Plan

General Plan Objective C-7: Build demand for alternative transportation use by increasing ease, effectiveness, and social acceptability, and through foresighted planning.

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 proposed Via Real Sidewalk Improvements will bridge a gap between the Sandpiper MHP to the bus stop and pedestrian facilities east of Cravens Lane.

FINANCIAL CONSIDERATIONS

The Via Real Sidewalk Improvements Project was listed in the Departments Capital Improvements Program and the 2014/2015 Budget. It has an estimated construction cost of \$85,000 and will be funded by Measure A and a Measure A Cycle II Safe Routes to School Grant.

OPTIONS

1. Approve and Authorize the Public Works Director to advertise City Maintenance Project No. 15045 Via Real Sidewalk Improvements Project.
2. Decline to authorize the Public Works Director to advertise City Maintenance Project No. 15045 Via Real Sidewalk Improvements Project, and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

None.

Staff contact:

Matt Maechler, P.E., Civil Engineer
(805) 684-5405, ext. 441,
mattm@ci.carpinteria.ca.us

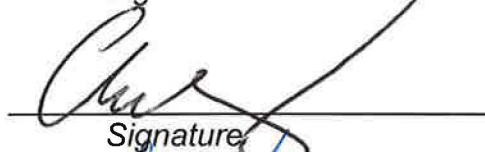
Reviewed by:

Charles W. Ebeling, P.E., T.E., Public Works Director

Reviewed by: Dave Durflinger, City Manager



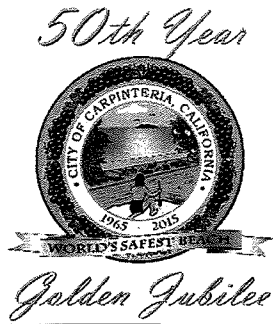
Signature



Signature



Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

Authorization to Include a \$500,000 Pavement Rehabilitation Project in the Fiscal Year 2015-2016 City of Carpinteria Department of Public Works Annual Budget

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

The Department of Public Works recommends that the Fiscal Year 2015-2016 City of Carpinteria Budget include a \$500,000 Pavement Rehabilitation Project with funding from the General Fund Available Fund Balance.

Motion: I move to authorize the Department of Public Works to include a \$500,000 Pavement Rehabilitation Project in the FY 2015-2016 City of Carpinteria Budget with funding from the General Fund Available Fund Balance and to provide a report on proposed pavement maintenance priorities to the City Council for consideration.

BACKGROUND

The City of Carpinteria owns and maintains approximately 28 centerline miles of roadways with approximately 5,411,915 square feet of pavement. The roadway pavement alone (not including other infrastructure such as curb, gutter, and sidewalks) represents an asset with a replacement value of approximately \$70,000,000. A well maintained transportation infrastructure is important to the local economy as well as public safety.

Pavement Management Programs are a way of tracking past, present and future pavement conditions and maintenance projects in a database. All states and most local agencies now have some form of PMP. To best track data and repair work, many agencies now also implement pavement maintenance plans. A maintenance plan ensures that a city, county or state is prioritizing roadway and street repairs to best serve the community with proposed pavement maintenance projects. Typically, these

projects consist of pothole repair, crack sealing, overlays and slurry seals and in extreme cases, roadway reconstructions.

Pavement management programs consist of performing Visual Condition Ratings (VCRs), non-destructive testing and core sampling on selected street segments. The collected data is then entered into a PMP database that will calculate a Pavement Condition Index (PCI) for each roadway segment and for the entire system.

Since 2010, the City of Carpinteria Department of Public Works has been performing visual and non-destructive testing approximately every two to three years. The information is then inputted into a proprietary subscription based online database software system. The software database system not only tracks the condition of the City's pavement but it is also a maintenance and budgeting planning tool. As pavement maintenance projects are completed, the new pavement condition is added to the database and a new PCI is calculated by the system. Since 2010 the Department of Public Works has completed the following pavement projects:

- Santa Ynez Avenue from Carpinteria Avenue to northern end – 2010 Overlay
- Casitas Pass Road from US 101 to northern end – 2010 Overlay
- El Carro Lane from west end Sterling Ave (eastbound lane only) – 2012 Slurry
- El Carro Lane adjacent to sidewalk project near El Carro Park – 2012 Slurry
- Santa Ynez Avenue adjacent to sidewalk projects south of Via Real – 2014 Slurry
- Carpinteria Avenue from Linden Avenue to Carpinteria Creek – 2014 Overlay
- Casitas Pass Road from Carpinteria Avenue to US 101 – 2014 Overlay

As shown in the above list, Public Works often includes a pavement maintenance component with adjacent projects when possible. Although the Department has completed two major overlay projects and several smaller projects since 2010, overall the City's system-wide PCI has continued to decline from a "very good" starting point of 74 to a "good" 65. Due to limited funding, the City has followed a strategy of keeping the main roadway arterial, Carpinteria Avenue, in good condition. However, this strategy has not addressed the larger system needs and so the PCI has continued to decline.

As additional funding becomes available, the Department of Public Works will now use the analytical budgeting and prioritization approach included in the pavement database software system described above.

The purpose of this agenda matter is to initiate a pavement maintenance project for 2015-2016 by directing that the amount be included in the budget and direct staff to report back on proposed priorities.

DISCUSSION

In an effort to address the City's pavement maintenance needs, the Department of Public Works proposes to develop a \$500,000 pavement maintenance project for FY 2015-2016. The Pavement Management Program database will be used to develop a proposed list of street segments and maintenance treatments. The use of the database will allow the Department to propose a project to the City Council that maximizes the use of the funding. Public Works currently estimates that a project with the proposed level of funding will likely raise the City's overall PCI from 65 to a 68. Once the optimized street list and treatments have been developed, the Department of Public Works will return to the City Council for authorization to proceed with advertising the project for construction.

POLICY CONSISTENCY

The Circulation Element of the City's General Plan discusses implementing a PMP to help establish baselines and improvement strategies to repair and replace aging street infrastructure over time. It also mentions road surface rehabilitation along segments of Carpinteria Avenue and Casitas Pass Road. A Pavement Maintenance Project is also listed in the City's annual work program.

FINANCIAL CONSIDERATIONS

The City of Carpinteria has over \$20 million in pavement maintenance needs. To continue to maintain the City's transportation infrastructure, additional funding will need to be identified. The Department of Public Works proposes to use the General Fund Available Fund Balance to supplement pavement maintenance efforts in the coming fiscal year as the discussion regarding identification of future funding continues. The proposed use of the General Fund surpluses are not expected to continue.

LEGAL

There are no legal issues that pertain to this item.

OPTIONS

The City Council could choose not to authorize the requested FY 2015-2016 Budget request for \$500,000 for a pavement maintenance project using the General Fund Available Fund Balance and give further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

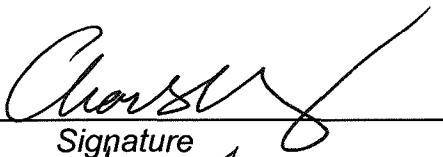
There are no principal parties expected at the meeting.

ATTACHMENTS

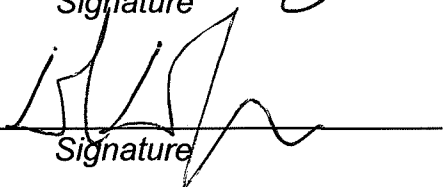
None.

Staff Contact:

Charles W. Ebeling, P.E., T.E., Public Works Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

50th Year



Golden Jubilee

City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 26, 2015

ITEM FOR COUNCIL CONSIDERATION

A response to an inquiry from the County of Santa Barbara about City interest in participation in a Community Choice Aggregation Feasibility Study.

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Determine an appropriate response and direct the City Manager to reply to the County Executive Officer Mona Miyasato's letter of May 15, 2015.

Motion: I move to direct the City Manager to respond, as discussed, to the County of Santa Barbara's request, as included in the letter dated May 15, 2015.

BACKGROUND

The City of Carpinteria recently received a letter from the County of Santa Barbara inquiring as to the City's interest in participating in a Community Choice Aggregation (CCA) Feasibility Study for Santa Barbara County. The County's May 15 letter and related report to the Board have been included as an attachment to this staff report. The County report provides background including what is a CCA, the law that established authority to create CCA's, i.e., Assembly Bill 117, 2002, and information about the process for local communities to establish CCA's.

The purpose of this agenda matter is to allow the Council an opportunity to determine and direct an appropriate response to the County's inquiry.

DISCUSSION

Since California law was established to allow local governments to aggregate electric customers within their respective jurisdictions and to become an energy purveyor, purchasing electrical energy on the wholesale market and providing it to customers within its jurisdiction via existing electrical infrastructure, several counties and cities have established and are operating CCA's. Marin County is a notable example. Several seminars/workshops have been organized over the years for City staffs and elected

officials to learn about CCA's from experts, including representatives of Marin County and other public agencies.

The County of Santa Barbara is in the process of exploring the feasibility of a CCA in Santa Barbara County. In order to initiate this process, it is asking cities in the County if they have interest in participating in a CCA evaluation and, if so, would they be able to contribute financially to a Feasibility Study. The County has requested responses by June 1, 2015.

POLICY CONSISTENCY

Exploring energy purchase and delivery options that could encourage use of alternative energy sources can be found consistent with City General Plan policies and implementation measures that are a part of the Conservation Element and aim to reduce air pollution and conserve natural resources. Such an effort may also be found consistent with the City's Sustainability Policy with regard to Environmental Stewardship and Energy Conservation.

FINANCIAL CONSIDERATIONS

Should the City Council elect to participate in an effort to explore the feasibility of a CCA in Santa Barbara County it would be expected that the City would pay for a portion of the costs of a Feasibility Study in the near term and an Implementation Plan further out. The costs are not known but the County estimates they could be approximately \$500,000 for a feasibility study and \$1 million or more for and Implementation Plan.

LEGAL

There has been no legal analysis conducted for this matter.

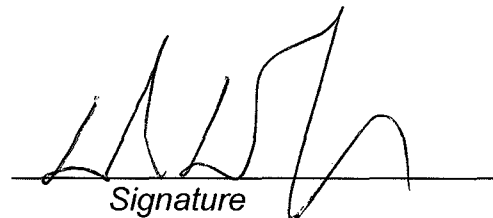
PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

County letter, dated May 15, 2015

Staff contact: Dave Durflinger
(805 684-5405, daved@ci.carpinteria.ca.us)



Signature

County Of Santa Barbara

Mona Miyasato
County Executive Officer



105 East Anapamu Street, Room 406
Santa Barbara, California 93101
805-568-3400 • Fax 805-568-3414
www.countyofsb.org

Executive Office

May 15, 2015

Mr. David Durflinger
City Manager
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

E-mail: daved@ci.carpinteria.ca.us

Re: Interest in Community Choice Aggregation (CCA)

Dear Mr. Durflinger:

I am writing to gauge your organization's interest in Community Choice Aggregation (CCA) and possible exploration of its feasibility with the County of Santa Barbara.

On May 5, 2015, the Santa Barbara County Board of Supervisors heard a presentation on Community Choice Aggregation (see attached Board Letter) and asked staff to determine if there is interest by jurisdictions within the County of Santa Barbara, or adjoining counties, in participating in a feasibility study.

Community Choice Aggregation allows California cities and counties the ability to aggregate the electric loads of residents, businesses and public facilities to facilitate purchase and sale of electrical energy by becoming an energy purveyor. A CCA chooses the source of electrical power for the community and sets its own rates.

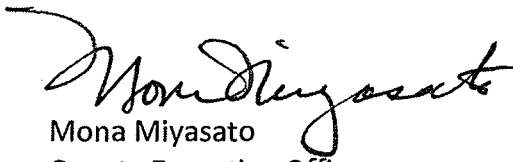
A feasibility study, the first phase of the process, is estimated to cost up to \$500,000 for Santa Barbara County; the amount likely would be greater if other counties are included. The second phase of the process, which includes developing a detailed Implementation Plan involving CPUC approval, is estimated at \$1 million or more.

At this time, we are only asking if there is interest in evaluating a CCA with the County of Santa Barbara and participating in a feasibility study and if so, ability to contribute funding for the study. Please let us know by June 1, 2015 if you believe your organization would have some interest in

exploring this (I recognize that some of you may need direction from your Board or Council). I also recognize we are all taking our FY15-16 budgets to our respective Boards and City Councils, and this issue may need to be addressed at that time. The Board of Supervisors for Santa Barbara County will be addressing potential funding for a study as part of its Budget Hearings to be held the week of June 8-12.

Please feel free to contact me or Planning and Development Director Dr. Glenn Russell at grussell@co.santa-barbara.ca.us or 805-568-2084.

Sincerely,

A handwritten signature in black ink, appearing to read "Mona Miyasato". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Mona Miyasato
County Executive Officer

cc: Glenn Russell, Planning and Development Director



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: P&D
Department No.: 053
For Agenda Of: May 5, 2015
Placement: Departmental
Estimated Time: 1 hour
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Glenn Russell, Ph.D, 568-2085
Director
Contact Info: Dianne M. Black, 568-2086

SUBJECT: Community Choice Aggregation (CCA)

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: NA

Recommended Actions:

That the Board of Supervisors:

- A. Receive and file this briefing on Community Choice Aggregation; and,
- B. Find this action is not a project pursuant to CEQA 15262, which exempts feasibility or planning studies related to possible future actions.

Summary Text:

One of the projects in the *2014-15 Long Range Planning Division Work Program* for Planning and Development is investigating potential grants to conduct a feasibility study for Community Choice Aggregation (CCA). Staff concluded that there are no available grant sources to fund the feasibility study. However, in the course of searching for grants, staff gathered information about the process of establishing a CCA. On March 24, 2015, during the discussion of the Board of Supervisors long range calendar, your Board requested Planning and Development provide the Board a briefing on CCA.

SUMMARY/ANALYSIS:

Authority for CCA: California State Assembly Bill 117 (AB 117), passed and signed into law in 2002, gave California cities and counties the ability to aggregate the electric loads of residents, businesses and public facilities to facilitate the purchase and sale of electrical energy in a more competitive market. As a result of the California energy crisis of 2000-2001, issues such as reliability and energy independence moved to the forefront, along with price stability and renewable energy. CCAs have the options of supplying power through wholesale purchase contracts and spot market purchases and/or through ownership and operation of generating plants. However, the responsibility for all aspects of power delivery (transmission, distribution, metering, billing, and customer service) remains with the utility.

Definition of CCA: Community Choice Aggregation (CCA) allows local governments to become an energy purveyor and to purchase electrical energy on the wholesale market from any source. A CCA chooses the source of electrical power for the community and sets its own rates. All Investor Owned Utility (IOU) customers within the area defined as a CCA would be included in CCA unless they choose to opt out of CCA and remain customers of the IOU. A CCA's primary mission is to serve its local constituents, rather than to maximize profits for shareholders, as is the case with an IOU. In addition, a CCA is not a municipal utility. A CCA only provides electricity and does not own poles or wires; electricity would continue to be delivered using the IOU's transmission and distribution lines. IOU's are obligated to continue to deliver electricity to CCA customers under the same terms and conditions as their own customers, perform billing duties and provide customer service. CCA customers pay a potentially lower cost for the electricity itself. This includes a Cost Responsibility Surcharge (CRS) to cover the cost of delivering the electricity, including the cost of existing infrastructure. This charge, which is regulated by the CPUC, is charged directly to customers as part of their monthly bill, and helps to ensure that customers that stay with the IOU do not have increases in their rates as a result of other customers joining the CCA.

Establishing a Community Choice Aggregation Program - Three Phase Process: The following is a brief overview of the process to establish a CCA. The process is detailed, resource intensive, and time consuming. This **first phase** is referred to as a feasibility evaluation. This phase addresses the feasibility of creating a CCA, including a careful consideration of potential benefits and risks. This process includes the definition of objectives and evaluation of the economic feasibility of achieving those objectives given local circumstances, including financial, political, administrative, and regulatory considerations. Based upon information from other jurisdictions who have gone through the CCA evaluation process, the phase often includes outreach to other jurisdictions potentially interested in joining the CCA, forming a steering committee, load data procurement, hiring consultant services to help manage and prepare the feasibility study, preparation of the feasibility study, public outreach, and development of initial implementation plans.

If the feasibility analysis results in a decision to pursue a CCA, the **second phase** includes adoption of a resolution by the local government(s) proclaiming its intention to form a CCA and preparation of the Implementation Plan for submittal to and for consideration by the California Public Utilities Commission. The Implementation Plan proposes how the CCA will be set up and how it will function. Important issues to be addressed include the operational structure, a detailed discussion of source(s) of electricity, rate setting, participation with other local jurisdictions (e.g. JPA), rights and responsibilities of program participants, and a Statement of Intent. The Statement of Intent addresses the issues of

universal access, reliability, customer class equity, and other requirements. A key component of CPUC consideration is determination of the Cost Responsibility Surcharge (CRS), which is imposed on CCA customers to shield remaining customers of the IOU from any increases in cost that would otherwise result from customers switching to the CCA. The calculation of the CRS is based on a number of factors, including past costs incurred by the IOU that are still being paid off by the rate payers. These costs are transferred to CCA customers who pay the CRS directly on their monthly bill. This phase of the CCA set-up process is the most resource intensive as it involves setting up the CCA. A rough estimate of the cost of this phase is \$1 to \$2 million.

The **third phase** is enrollment of customers, where customers may opt out of the CCA without penalty during a specified enrollment period. Finally, all applicable accounts of new CCA customers are transferred to the new supplier. There are relatively small costs associated with this phase.

Benefits and Risks of CCA:

There are a variety of potential benefits from a CCA. These include:

- Customer choice in selecting or influencing the selection of energy resources serving the community.
- Local accountability for selection of energy resources, rate-setting, and administration of the CCA.
- Reduced energy costs through the negotiation of energy prices below those offered by investor-owned utilities, or from CCA-owned or financed generation.
- Increased price stability through a diversified energy supply portfolio, which includes long-term power purchase agreements and ownership of low-cost generating resources.
- Affordable renewable energy through economies of scale achieved by aggregating customer load and using public financing.
- Environmental benefits related to the procurement of energy from renewable and/or low-emission resources.
- Opportunities to influence and implement effective energy efficiency and demand side management programs within the community.

There are also a number of potential risks associated with establishing a CCA, including:

- Potential reaction of the IOUs as more customers switch to CCAs. While IOUs are prohibited from utilizing ratepayer funds to oppose CCA formation, shareholder revenue may be utilized.
 - During the last legislative session, AB 2145, which would have provided significant barriers to prevent the formation of CCAs, was introduced but defeated. Other legislative or market reactions to CCAs could occur in the future to make IOUs more competitive with CCAs.
- Cost Responsibility Surcharge can offset the rate benefits to CCA customers.
- Long-term power purchase agreements, where benefits of the long-term agreements may be less advantageous as market forces shift.
- Rates could end up higher than current rates.
- Legislative climate could reduce some of the benefits of CCAs. If the legislature continues to pursue increasing the requirement for alternative energy in IOU portfolios, as is currently underway with SB 350, the environmental benefits of CCAs may reduce.

Organization of CCA: Santa Barbara County is unique in that it is served by two separate IOUs, Southern California Edison and Pacific Gas and Electric. Given that, there are a number of possibilities for organization of a CCA:

- Establish a CCA only for customers in the unincorporated County.
- Set up a Joint Powers Authority. The Joint Powers Authority could include some combination of Ventura County, San Luis Obispo County, and cities within the tri-county area.
- Set up the CCA through a phased approach with one IOU initially or both IOUs at the same time.

The organization would be one of the issues evaluated in a feasibility study.

Funding: There are a variety of potential funding sources for all phases of CCA set-up:

- Loan from the General Fund to be repaid from revenues during the first year of CCA operation.
- Loan from a bank.
- Grant from a foundation.
- Seek funding from the APCD.

Costs and Staffing: Based on the experience of other local governments, this would require somewhere between 2 and 4 FTE during Phase 1. The County of Alameda authorized the expenditure of up to \$1,325,000 for their initial Phase I process. The budgets for the Phase 1 processes for the Counties of Marin and Sonoma were roughly \$2,000,000. Also based on the experience of other local governments, the feasibility analysis should be conducted by dedicated staff, in addition to consultant resources, located in a new CCA division of a department to ensure a smooth transition from the feasibility phase to the implementation phase. There is no obvious answer as to where initial and ongoing efforts should be housed. No matter where CCA is housed, it includes activities and responsibilities that are currently not part of the mission of any existing County department.

Another consideration for the location of start-up activities flows from the likely multi-jurisdictional approach to establishing a CCA. A multi-jurisdictional start-up team could be established at the outset, with members contributing resources, but one entity taking the lead. Such a team could include participating agencies (cities and other Counties in the tri-county area), Air Pollution Control Districts and could also include organizations such as the Community Environmental Council (CEC).

Next Steps: Should the County decide to form a CCA, these would be the next steps. These steps are associated with the phase 1 feasibility phase portion of the CCA process.

- Determine source of funding for CCA set up process.
- Identify staff and department(s) who will have the lead in preparation of the feasibility study.
- Decide if the CCA will be phased in to include only SCE, PG&E, or both at the same time.
- Outreach to potential members of a JPA.
- Prepare RFP for consultant(s) assistance with set up process.
- Prepare feasibility study.
- Begin public outreach and marketing.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$6,000		
State			
Federal			
Fees			
Other:			
Total	\$ 6,000.00	\$ -	\$ -

Narrative: Budgeted. The 2014-15 Long Range Planning Work Program (page D-212 in the 2014-15 Adopted Budget for Planning and Development includes) \$6,000 to seek grant funding to conduct a feasibility study for CCA; these funds were used to prepare this report. Costs associated with conducting a feasibility study and establishing a CCA are not currently budgeted.

Key Contract Risks:

NA

Staffing Impacts:

NA

