

City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 14, 2015
Council Chamber, 5775 Carpinteria Avenue

4:00 Closed Session - 5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

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

**ESTIMATED
TIME:**

4:00 p.m. **CALL TO ORDER**

4:00 p.m. **ROLL CALL**

4:01 p.m. **PUBLIC COMMENT ON CLOSED SESSION MATTER**

4:02 p.m. **CLOSED SESSION**

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

Property: A parcel approximately two miles in length and fifty feet in width, bisecting the area of the City's tidelands jurisdiction.

Negotiating Party/Property Owner: Venoco, Inc. and Ellwood Pipeline, Inc.

Agency Negotiators: Dave Durflinger, City Manager; Dylan Johnston on Behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria; Matt Roberts, Director of Parks and Recreation; and Jacquie Campbell, Director of Community Development.

Under Negotiation: price and/or terms of payment.

2. Public Employees Performance Evaluation pursuant to Government Code Section 54957

Title: City Manager, Dave Durflinger

4:02 p.m. **TEMPORARY ADJOURNMENT TO CLOSED SESSION**

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

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

5:31 p.m. **CLOSED SESSION REPORT**

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

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

3. Presentation of a Proclamation designating October 18-24, 2015, "Freedom from Workplace Bullies Week"
4. Presentation of a Proclamation designating September 18, 2015, "Boys and Girls Clubs Day"

5:40 p.m.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

5:42 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.

5:45 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.

5:55 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.

5:55 p.m.

CONSENT CALENDAR (to be approved by roll call vote on one motion with all resolutions and ordinances as read by title only). Individual items may be removed and considered separately at the

request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

5. Expenditures for the period beginning July 23, 2015 and ending September 2, 2015.
6. Minutes of the regular meeting held August 10, 2015.
7. Authorization to purchase two light trucks for Public Works Department and Parks Department to replace existing vehicles in an amount not to exceed \$52,000.
8. Adoption of Resolution No. 5572, approving the recommendations of the Traffic Safety Committee made on August 6, 2015 as set forth in the Staff Report.

5:56 p.m.

ADMINISTRATIVE MATTERS: None

PUBLIC HEARINGS:

5:56 p.m.

9. Amendment of Title 6 of the Carpinteria Municipal Code to Include a Spay Neuter Requirement (with exemptions) for Dogs and Cats Living in the City and Updates to Other Animal Control Sections of the Code

Recommendation: Amend Title 6 of the Carpinteria Municipal Code by adopting the proposed spay-neuter Ordinance No. 704 (first reading) which would require residents of the City to spay or neuter their dog or cat unless as provided for by exemptions specified within the ordinance, and updating other sections of Title 6 related to animal control.

Staff Presenter: Jackie Campbell, Community Development Director

Staff Report
Public Comment
City Council Determination

OTHER BUSINESS:

6:15 p.m.

10. Special Event Permit for the Golden Jubilee and 2015 Avocado Festival

Recommendation:

1. Approve the issuance of a special event permit for the City's Golden Jubilee and 2015 California Avocado Festival with special conditions,
2. Make the determination that the area within the beer garden boundaries is a Public Park, pursuant to C.M.C. §10.68.010, and
3. Authorize expenditure of City resources as detailed in the staff report.

Staff Presenter: Erin Maker, Environmental Coordinator

Staff Report
Public Comment
City Council Determination

- 6:20 p.m. 11. Request from County of Santa Barbara to contribute funds for a planned Community Choice Energy Feasibility Study

Recommendation:

1. Authorize the participation in the Community Choice Energy feasibility study and working group, and
2. Approve appropriation of \$7,500 from the General Fund unallocated fund balance to Account No. 1012220, Contract Services, City Administration.

Staff Presenter: Dave Durflinger, City Manager

Staff Report
Public Comment
City Council Determination

- 6:40 p.m. 12. Second Amendment to Lease with Ellwood Pipeline, Inc., for Submerged Pipelines Serving Platforms Gail and Grace, in City Submerged Lands

Recommendation:

1. Approve and authorize the Mayor to execute the attached Second Amendment to a Lease Agreement between the City of Carpinteria and Ellwood Pipeline, Inc., ("Ellwood") a subsidiary of

Venoco, Inc., for an extended term of eighteen (18) months, beginning September 27, 2015, and ending March 26, 2017; and

2. Determine that the proposed action is exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15301, Existing Facilities, Section 15261, Ongoing Project, and 15061(b)(3), Review for Exemption; and approve and direct staff to file and post the attached Notice of Exemption on that basis.

Staff Presenter: Dave Durlinger, City Manager

Staff Report
Public Comment
City Council Determination

- 7:05 p.m. 13. Approval of Contract Agreement No. 4 with Drake Haglan and Associates for Preliminary Engineering Services for the Carpinteria Avenue Bridge Replacement Project.

Recommendation: Approve and authorize the Mayor to sign Amendment No. 4 to the Agreement with Drake Haglan and Associates for Preliminary Engineering Services for the Carpinteria Avenue Bridge Replacement Project in the amount of \$78,802.

Staff Presenter: Charles W. Ebeling, Director of Public Works

Staff Report
Public Comment
City Council Determination

- 7:25 p.m. 14. Approval of Agreement with Stantec Consulting Services Inc. for Traffic Engineering Services

Recommendation: Approve and authorize the City Manager to sign the agreement with Stantec Consulting Services Inc. for traffic engineering services.

Staff Presenter: Charles W. Ebeling, Director of Public Works

Staff Report
Public Comment
City Council Determination

- 7:45 p.m. **COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS
PRESENTED BY COUNCILMEMBERS**

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

1. Representatives to Regional Agencies and Committees
 - a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Shaw/Alt. Carty)
 - b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Shaw)
 - c. Channel Counties Division, League of California Cities (Nomura/Alt. Shaw)
 - d. Santa Barbara 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)

7:48 p.m. **ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS**

7:48 p.m. **ADJOURNMENT**

The next regular meeting to be held on **Monday, September 28, 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, September 9, 2015, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING THE WEEK OF OCTOBER 18-24, 2015, "FREEDOM FROM WORKPLACE BULLIES WEEK"

WHEREAS, the City of Carpinteria has an interest in promoting the social and economic well-being of its employees and citizens; and

WHEREAS, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free environments; and

WHEREAS, research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments are costly to employers with consequences including reduced productivity, absenteeism, turnover, employee dissatisfaction, and injuries; and

WHEREAS, the City is committed to providing and creating a healthy, safe and positive work environment through training, grievance procedure, prohibition of harassment, discrimination and retaliation and open door policies; and

WHEREAS, protection from abusive work environments should apply to all workers.

NOW, THEREFORE, the Mayor and Council of the City of Carpinteria hereby designate October 18-24, 2015

"Freedom From Workplace Bullies Week"

and commends the California Healthy Workplace Advocates and the Workplace Bullying Institute, which raise awareness of the impacts of, and solutions for, workplace bullying in California and the U.S.; and encourages citizens to mark this week with special activities and programs to break through the shame and silence enshrouding adult bullying at work.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California to be affixed this 14th day of September, 2015.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, City Clerk



PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING SEPTEMBER 19, 2015, "BOYS AND GIRLS CLUBS DAY"

WHEREAS, the children of Carpinteria are the foundation on which our future success is built; and

WHEREAS, children seek parents, mentors and friends to aid them in reaching important goals; and

WHEREAS, families and communities play vital roles in helping children develop a positive self-image, sense of belonging and a sense of competence; and

WHEREAS, Boys & Girls Clubs Day for Kids is a special day set aside in September to encourage and remind adults that the meaningful time they share with children is important to kids' development; and

WHEREAS, Boys & Girls Clubs Day for Kids emphasizes the importance of meaningful time spent with kids on this day and every day, all year long; and

WHEREAS, the Boys & Girls Clubs Day for Kids Honor Roll is working to establish Boys & Girls Clubs Day for Kids on the national calendar.

NOW, THEREFORE, the Mayor and Council of the City of Carpinteria hereby designate September 19, 2015

"Boys and Girls Clubs Day"

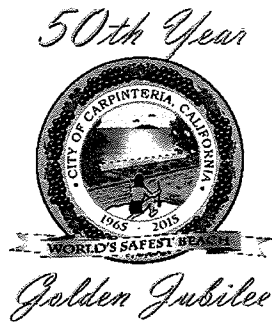
and call upon all citizens to join with me in recognizing and commending the Boys & Girls Clubs Day for Kids Honor Roll organizations in our area for providing their contributions and commitment to improving the lives of the children and young adults in our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California to be affixed this 14th day of September, 2015.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning July 23, 2015 and ending September 2, 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.

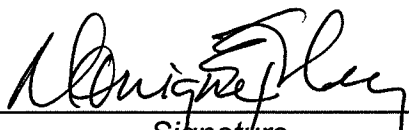
FINANCIAL CONSIDERATIONS

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

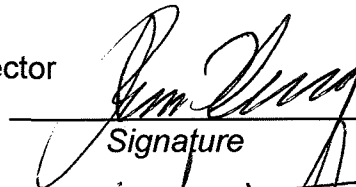
Attachment A: Warrant Register for the period beginning July 23, 2015 and ending September 2, 2015.

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



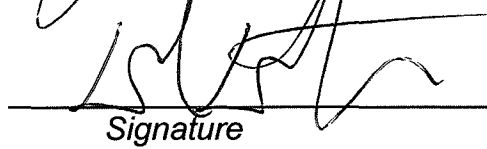
Signature

Reviewed by: John Thornberry, Admin. Services Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

4:47 PM

09/08/15

CITY OF CARPINTERIA
Warrant Register
 July 23 through September 2, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
86186	07/23/15	LEAGUE OF CA CITIES	LEAGUE OF CA CI...	INVOICE #100585	1000101 · Operating Cash 10	
100585	01/31/14		LEAGUE OF CA CI...	LOCAL ROADS & STREET NEEDS ASSESSME...	1030305 · Dues & Subscriptions 30	(200.00)
TOTAL						(200.00)
86187	07/23/15	USLA MEMBERSHIP	USLA MEMBERSHIP	USLA 2015	1000101 · Operating Cash 10	
USLA 2015	07/23/15		USLA MEMBERSHIP	USLA 2015	4867308 · Supplies & Materials 67	(350.00)
TOTAL						(350.00)
86188	07/28/15	A-OK POWER EQUIPMENT	A-OK POWER EQU...	Memo:CHECK 86188	1000101 · Operating Cash 10	
110001	07/07/15		A-OK POWER EQU...	SHOP SUPPLIES	2531308 · Supplies & Materials 31	(315.25)
111765	07/15/15		A-OK POWER EQU...	SHOP SUPPLIES	3332308 · Supplies & Materials 32	(44.41)
112729	07/20/15		A-OK POWER EQU...	SHOP SUPPLIES	3332308 · Supplies & Materials 32	(37.40)
TOTAL						(397.06)
86189	07/28/15	AG ENT INC	AG ENT INC	Memo:CHECK 86189	1000101 · Operating Cash 10	
14943	07/07/15		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
14973	07/31/15		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(221.81)
TOTAL						(266.81)
86190	07/28/15	AQUASOURCE	AQUASOURCE	INVOICE #36743	1000101 · Operating Cash 10	
36743	07/07/15		AQUASOURCE	POOL SUPPLIES	4866338 · Chemicals	(3,692.30)
TOTAL						(3,692.30)
86191	07/28/15	ATT	ATT	ACCOUNT 030-149-5366-001	1000101 · Operating Cash 10	
030-149-53...	07/19/15		ATT	CIVIC CENTER	1013301 · Telephone 13	(961.27)
			ATT	PW	2531301 · Telephone 31	(42.86)
			ATT	BEACH	2862301 · Telephone 62	(156.13)
			ATT	POOL	4866301 · Telephone 66	(171.44)
TOTAL						(1,331.70)
86192	07/28/15	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...	Memo:86192	1000101 · Operating Cash 10	
462792	07/14/15		BIG GREEN CLEAN...	ASH	2861225 · Marsh Park Maintenance	(192.00)
			BIG GREEN CLEAN...	LOT 3	3332221 · Miscellaneous Contract...	(192.00)
			BIG GREEN CLEAN...	LOT 1	3332221 · Miscellaneous Contract...	(192.00)
			BIG GREEN CLEAN...	EL CARRO	2361225 · Park Maintenance 61	(64.00)
			BIG GREEN CLEAN...	EL CARRO	2361225 · Park Maintenance 61	(64.00)
			BIG GREEN CLEAN...	MONTE VISTA	2361225 · Park Maintenance 61	(64.00)
			BIG GREEN CLEAN...	VIOLA	2861225 · Marsh Park Maintenance	(64.00)
462802	07/14/15		BIG GREEN CLEAN...	EL CARRO & VIOLA	2361221 · Miscellaneous Contracts	(192.00)
462803	07/14/15		BIG GREEN CLEAN...	VETS HALL	4865309 · Misc Operating Expens...	(68.00)
462937	07/21/15		BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(33.43)

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09/08/15

CITY OF CARPINTERIA
Warrant Register
 July 23 through September 2, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(1,125.43)
86193	07/28/15	CHANNEL ISLANDS DO IT BEST	CHANNEL ISLAND...	10001	1000101 · Operating Cash 10	
JUNE 2015 ...	06/30/15		CHANNEL ISLAND...	PARKS	2361221 · Miscellaneous Contracts	(2.41)
			CHANNEL ISLAND...	TOWERS	2879418 · Lifeguard Tower	(24.69)
			CHANNEL ISLAND...	VEGA SAFETY ACCT	2531197 · Indiv Equip Reimburse...	(18.45)
			CHANNEL ISLAND...	PW YARD	3332308 · Supplies & Materials 32	(62.19)
			CHANNEL ISLAND...	BEACHES	2862308 · Supplies & Materials 62	(58.55)
			CHANNEL ISLAND...	TOWERS	2879418 · Lifeguard Tower	(7.27)
			CHANNEL ISLAND...	POOL	4866308 · Supplies & Materials 66	(20.30)
			CHANNEL ISLAND...	POOL	4866308 · Supplies & Materials 66	(24.77)
			CHANNEL ISLAND...	BEACHES	2862308 · Supplies & Materials 62	(5.84)
			CHANNEL ISLAND...	CITY HALL	1013224 · Interior Maintenance	(33.29)
TOTAL						(257.76)
86194	07/28/15	CLEAN HARBORS ENVIRONMENTAL SER...	CLEAN HARBORS ...	INVOICE #1000993448	1000101 · Operating Cash 10	
1000993448	04/11/15		CLEAN HARBORS ...	ABOP PICK;UP	3937224 · ABOP Collection	(457.50)
TOTAL						(457.50)
86195	07/28/15	COASTAL VIEW NEWS	COASTAL VIEW N...	VOID: 46126	1000101 · Operating Cash 10	
TOTAL						0.00
86196	07/28/15	CRAFCO INC	CRAFCO INC	INVOICE 00427679	1000101 · Operating Cash 10	
00427679	07/10/15		CRAFCO INC	STREETS	2531220 · Street Maintenance 31	(3,847.80)
TOTAL						(3,847.80)
86197	07/28/15	DAL POZZO TIRE CORP	DAL POZZO TIRE ...	INVOICE 071221	1000101 · Operating Cash 10	
071221	07/08/15		DAL POZZO TIRE C...	VEHICLE REPAIR & SERVICE	2531307 · Vehicle Oper & Mainten...	(313.65)
TOTAL						(313.65)
86198	07/28/15	DNA DESIGN & ART	DNA DESIGN & ART	DOWNTOWN "T" PRINTING	1000101 · Operating Cash 10	
2015-0709	07/09/15		DNA DESIGN & ART	DOWNTOWN "T" PRINTING JOBS	3845222 · Marketing/Project Carpi...	(120.00)
TOTAL						(120.00)
86199	07/28/15	HD SUPPLY FACILITIES MAINTENANCE LTD	HD SUPPLY FACILI...	INVOICE #9135312734	1000101 · Operating Cash 10	
9135312734	02/06/15		HD SUPPLY FACILI...	POOL	4866308 · Supplies & Materials 66	(36.59)
TOTAL						(36.59)
86200	07/28/15	HOUSE SANITARY SUPPLY	HOUSE SANITARY ...	Memo:CHECK 86200	1000101 · Operating Cash 10	
146162	07/01/15		HOUSE SANITARY ...	POOL	4866308 · Supplies & Materials 66	(93.39)

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09/08/15

CITY OF CARPINTERIA
Warrant Register
 July 23 through September 2, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
146155	07/01/15		HOUSE SANITARY ...	CITY HALL	1013224 · Interior Maintenance	(40.66)
TOTAL						(134.05)
86201	07/28/15	HYDRO-FIT, INC	HYDRO-FIT, INC	INVOICE 15-1073	1000101 · Operating Cash 10	
15-1073	07/10/15		HYDRO-FIT, INC	POOL SUPPLIES	4866308 · Supplies & Materials 66	(546.70)
TOTAL						(546.70)
86202	07/28/15	KOEPENICK, GABRIELLE	KOEPENICK, GAB...	REIMBURSEMENT	1000101 · Operating Cash 10	
REIMBURS...	07/19/15		KOEPENICK, GABR...	REIMBURSEMENT	4867308 · Supplies & Materials 67	(36.70)
TOTAL						(36.70)
86203	07/28/15	LA MOTTE COMPANY	LA MOTTE COMPA...	INVOICE #1406134	1000101 · Operating Cash 10	
1406134	07/15/15		LA MOTTE COMPA...	POOL CHEMICALS	4866338 · Chemicals	(130.64)
TOTAL						(130.64)
86204	07/28/15	LINCOLN FINANCIAL GROUP	LINCOLN FINANCI...	AUGUST 2015 BILLING	1000101 · Operating Cash 10	
AUGUST 20...	07/20/15		LINCOLN FINANCIA...	AUGUST 2015	1051191 · Life Insurance Premium...	(71.94)
			LINCOLN FINANCIA...	AUGUST 2015	1011191 · Life Insurance Premium...	(107.68)
			LINCOLN FINANCIA...	AUGUST 2015	1012191 · Life Insurance Premium...	(76.22)
			LINCOLN FINANCIA...	AUGUST 2015	1013191 · Life Insurance Premium...	(34.68)
			LINCOLN FINANCIA...	AUGUST 2015	1014191 · Life Insurance Premium...	(250.90)
			LINCOLN FINANCIA...	AUGUST 2015	1016191 · Life Insurance Premium...	(177.46)
			LINCOLN FINANCIA...	AUGUST 2015	1030191 · Life Insurance Premium...	(308.06)
			LINCOLN FINANCIA...	AUGUST 2015	2531191 · Life Insurance Premium...	(195.74)
			LINCOLN FINANCIA...	AUGUST 2015	1041191 · Life Insurance Premium...	(407.41)
			LINCOLN FINANCIA...	AUGUST 2015	1042191 · Life Insurance Premium...	(200.61)
			LINCOLN FINANCIA...	AUGUST 2015	1069191 · Life Insurance Premium...	(195.16)
			LINCOLN FINANCIA...	AUGUST 2015	1022191 · Life Insurance Premium...	(138.51)
			LINCOLN FINANCIA...	AUGUST 2015	3332191 · Life Insurance Premium...	(85.39)
			LINCOLN FINANCIA...	AUGUST 2015	1044191 · Life Insurance Premium...	(112.40)
			LINCOLN FINANCIA...	AUGUST 2015	2361191 · Life Insurance Premium...	(61.33)
			LINCOLN FINANCIA...	AUGUST 2015	4868191 · Life Insurance Premium...	(70.26)
TOTAL						(2,493.75)
86205	07/28/15	MARTINEZ, NO E	MARTINEZ, NO E	PARK DEPOSIT REFUND	1000101 · Operating Cash 10	
PARK REF...	03/10/15		MARTINEZ, NO E	PARK REFUND	2323102 · PARK RENTAL 23	(20.00)
TOTAL						(20.00)
86206	07/28/15	METROPOLITAN LIFE INSURANCE CO	METROPOLITAN LI...	AUGUST 215 DENTAL	1000101 · Operating Cash 10	
AUG 2015 ...	07/15/15		METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1051194 · Wellness 51	(472.72)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1011194 · Wellness 11	(179.42)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1012194 · Wellness 12	(193.28)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1013194 · Wellness 13	(193.28)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1014194 · Wellness 14	(386.56)

4:47 PM

09/08/15

CITY OF CARPINTERIA
Warrant Register
 July 23 through September 2, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1016194 · Wellness 16	(58.03)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1030194 · Wellness 30	(548.91)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	2531194 · Wellness 31	(579.84)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1041194 · Wellness 41	(562.77)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1042194 · Wellness 42	(193.28)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1069194 · Wellness 69	(251.31)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1022194 · Wellness 22	(237.45)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	3332194 · Wellness 32	(311.46)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	1044194 · Wellness 44	(193.28)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	2361194 · Wellness 61	(193.28)
			METROPOLITAN LI...	DENTAL PREMIUM AUGUST 2015	4868194 · Wellness 68	(116.06)
TOTAL						(4,670.93)
86207	07/28/15	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 064645	1000101 · Operating Cash 10	
064645	07/06/15		PACIFIC PLUMBIN...	ELCARRO RESTROOMS	2361221 · Miscellaneous Contracts	(388.61)
TOTAL						(388.61)
86208	07/28/15	PORT SUPPLY	PORT SUPPLY	Memo:CHECK 86208	1000101 · Operating Cash 10	
1016	07/13/15		PORT SUPPLY	LIFEGUARD BOAT	2879418 · Lifeguard Tower	(40.06)
1158	07/16/15		PORT SUPPLY	LIFEGUARD BOAT	2862308 · Supplies & Materials 62	(78.25)
TOTAL						(118.31)
86209	07/28/15	S & S WORLDWIDE, INC.	S & S WORLDWID...	INVOICE 8639709	1000101 · Operating Cash 10	
8639709	06/11/15		S & S WORLDWID...	BEACH CONCESSION RESALE ITEMS	4864302 · Purchases for Inventory...	(95.98)
TOTAL						(95.98)
86210	07/28/15	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...	16-016	1000101 · Operating Cash 10	
16-016	07/17/15		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(106.87)
TOTAL						(106.87)
86211	07/28/15	SO CA EDISON	SO CA EDISON	Memo:CHECK 86211	1000101 · Operating Cash 10	
2-27-939-99...	07/21/15		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(27.50)
2-25-126-20...	07/21/15		SO CA EDISON	VIOLA	2361313 · Utility - Electric 23	(44.26)
TOTAL						(71.76)
86212	07/28/15	SOUTHERN CALIFORNIA GAS CO	SOUTHERN CALIF...	PROJ 202 REFUND	1000101 · Operating Cash 10	
PROJ 202 R...	07/12/11		SOUTHERN CALIF...	PROJ 202 REFUND	1000251 · Development Deposits	(581.66)
TOTAL						(581.66)
86213	07/28/15	STAPLES ADVANTAGE	STAPLES ADVANT...	Memo:CHECK 86213	1000101 · Operating Cash 10	
3270963953	07/04/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(249.52)
3270963946	07/04/15		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(12.69)

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3271549430	07/11/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(176.58)
3271549427	07/11/15		STAPLES ADVANT...	POOL SUPPLIES	4866308 · Supplies & Materials 66	(163.11)
3271890541	07/16/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(279.88)
3271961348	07/17/15		STAPLES ADVANT...	PARKS SUPPLIES	1069308 · Supplies & Materials 69	(17.05)
TOTAL						(898.83)
86214	07/28/15	TOWBES GROUP	TOWBES GROUP	PROJ 1703 REFUND - SHEPERD PLC SIGN	1000101 · Operating Cash 10	
PROJ 1703 ...	07/21/15		TOWBES GROUP	PROJ 1703 REFUND	1000251 · Development Deposits	(61.39)
TOTAL						(61.39)
86215	07/28/15	TRANSAMERICA EMPLOYEE BENEFITS	TRANSAMERICA E...	GROUP ID#G000026466	1000101 · Operating Cash 10	
AUG 2015 ...	07/22/15		TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1016194 · Wellness 16	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(56.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1041194 · Wellness 41	(36.45)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1051194 · Wellness 51	(33.12)
			TRANSAMERICA E...	AUG 2015 WELLNESS	4868194 · Wellness 68	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1011194 · Wellness 11	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(40.68)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1012194 · Wellness 12	(33.12)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1022194 · Wellness 22	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1042194 · Wellness 42	(99.37)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1041194 · Wellness 41	(87.43)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1041194 · Wellness 41	(33.12)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1022194 · Wellness 22	(72.48)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1012194 · Wellness 12	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1042194 · Wellness 42	(67.40)
			TRANSAMERICA E...	AUG 2015 WELLNESS	2531194 · Wellness 31	(109.37)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	2531194 · Wellness 31	(67.40)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1011194 · Wellness 11	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1022194 · Wellness 22	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	4868194 · Wellness 68	(18.75)
TOTAL						(1,008.94)
86216	07/28/15	VENCO POWER SWEEPING INC	VENCO POWER S...	INVOICE 0045191-IN	1000101 · Operating Cash 10	
	07/15/15		VENCO POWER S...	STREET SWEEPING SERVICE	2531227 · Street Sweeping	(3,318.60)
TOTAL						(3,318.60)
86217	07/28/15	VENCO WESTERN INC	VENCO WESTERN ...	INVOICE #0149019-IN	1000101 · Operating Cash 10	
	07/24/15		VENCO WESTERN ...	ROW	3332221 · Miscellaneous Contract...	(1,793.19)
			VENCO WESTERN ...	CITY HALL	1013225 · Grounds Maintenance	(742.10)
			VENCO WESTERN ...	PROJ 4865	1000251 · Development Deposits	(221.26)
			VENCO WESTERN ...	VETS HALL	4865220 · Grounds Maintenance 65	(108.66)
			VENCO WESTERN ...	POOL	4866220 · Grounds Maintenance 66	(221.73)
			VENCO WESTERN ...	ROW	3323220 · Parking Lot Landscape	(422.38)
			VENCO WESTERN ...	PARKS	2361225 · Park Maintenance 61	(4,523.56)

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TOTAL						(8,032.88)
86218	07/28/15	WATER GEAR INC	WATER GEAR INC	Memo:CHECK 86218	1000101 · Operating Cash 10	
00244579	07/10/15		WATER GEAR INC	POOL RESALE ITEMS	4866350 · Supplies for Resale	(313.62)
00244830	07/22/15		WATER GEAR INC	POOL RESALE ITEMS	4866308 · Supplies & Materials 66	(128.25)
TOTAL						(441.87)
86219	07/28/15	YOUNGS, MORGAN	YOUNGS, MORGAN	VOID: REIMBURSEMENT	1000101 · Operating Cash 10	
TOTAL						0.00
86220	07/28/15	ZEP SALES & SERVICE	ZEP SALES & SER...	INVOICE #9001626891	1000101 · Operating Cash 10	
9001626891	05/06/15		ZEP SALES & SER...	POOL	4866308 · Supplies & Materials 66	(115.34)
TOTAL						(115.34)
86221	07/28/15	COASTAL VIEW NEWS	COASTAL VIEW N...	46126	1000101 · Operating Cash 10	
46126	07/16/15		COASTAL VIEW NE...	CITY HALL NEWS	1045303 · Printing & Advertising 45	(2,682.00)
TOTAL						(2,682.00)
86222	07/28/15	CA DEPARTMENT OF FISH & WILDLIFE	CA DEPARTMENT ...	PROJECT #1522	1000101 · Operating Cash 10	
PROJ 1522	07/24/15		CA DEPARTMENT ...	PROJ 1522	1000251 · Development Deposits	(2,210.00)
TOTAL						(2,210.00)
86224	07/28/15	BOB TRAUTZ LAND DEV CO, INC	BOB TRAUTZ LAN...	Memo:CHECK 86224	1000101 · Operating Cash 10	
4919	05/13/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(107.74)
			BOB TRAUTZ LAN...	TOWRES	2864308 · Supplies & Materials 64	(215.48)
4920	05/18/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(1,453.79)
4918	05/20/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(371.59)
4921	05/26/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(1,720.24)
4922	06/01/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2879418 · Lifeguard Tower	(2,006.12)
4923	06/03/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2862308 · Supplies & Materials 62	(390.39)
4924	06/16/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2862308 · Supplies & Materials 62	(780.78)
TOTAL						(7,046.13)
86225	07/28/15	DOMINGUEZ, MARIA G	DOMINGUEZ, MARI...	VETS HALL DEPOSIT REFUND	1000101 · Operating Cash 10	
VETS HALL...	07/28/15		DOMINGUEZ, MARI...	VETS HALL DEPOSIT REFUND	1000231 · Veterans Building Depo...	(300.00)
TOTAL						(300.00)
86226	07/29/15	T. MORENO TILE COMPANY	T. MORENO TILE C...	VOID: WALL REPAIR CITY HALL	1000101 · Operating Cash 10	
TOTAL						0.00

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86227	07/30/15	WIP COMMUNICATIONS, INC	WIP COMMUNICAT...	Deposit for Phone System Installation	1000101 · Operating Cash 10	
	07/30/15		WIP COMMUNICAT...	Deposit for Phone System Installation	1070417 · Computer Hardware	(3,500.00)
TOTAL						(3,500.00)
86228	08/05/15	A T & T MOBILITY	A T & T MOBILITY	ACCOUNT 337015224648	1000101 · Operating Cash 10	
3370152246...	08/05/15		A T & T MOBILITY	PW SUPERVISOR	2531301 · Telephone 31	(56.32)
			A T & T MOBILITY	PW CREW	1013308 · Supplies & Materials 13	(43.82)
			A T & T MOBILITY	PW CREW	3332308 · Supplies & Materials 32	(98.09)
			A T & T MOBILITY	PW CREW	2531308 · Supplies & Materials 31	(18.09)
TOTAL						(216.32)
86229	08/05/15	ACCESS CONTROL SECURITY, INC.	ACCESS CONTRO...	INVOICE 0021725	1000101 · Operating Cash 10	
0021725	07/14/15		ACCESS CONTRO...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(142.68)
TOTAL						(142.68)
86230	08/05/15	BOB TRAUTZ LAND DEV CO, INC	BOB TRAUTZ LAN...	Memo:CHECK 86230	1000101 · Operating Cash 10	
4915	05/07/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2864308 · Supplies & Materials 64	(1,271.36)
4917	05/12/15		BOB TRAUTZ LAN...	LIFEGUARD TOWERS	2862308 · Supplies & Materials 62	(663.73)
TOTAL						(1,935.09)
86231	08/05/15	BROWNSTEIN HYATT FARBER SCHRECK	BROWNSTEIN HYA...	INVOICE #607693	1000101 · Operating Cash 10	
607693	07/21/15		BROWNSTEIN HYA...	CITY ATTORNEY RETAINER	1017220 · City Attorney Retainer	(42,091.55)
TOTAL						(42,091.55)
86232	08/05/15	CARPINTERIA SANITARY DISTRICT	CARPINTERIA SAN...	PROJ 1693 REFUND	1000101 · Operating Cash 10	
PROJ 1693 ...	08/05/15		CARPINTERIA SAN...	PROJ 1693 REFUND	1000251 · Development Deposits	(860.30)
TOTAL						(860.30)
86233	08/05/15	CARPINTERIA, CITY OF	CARPINTERIA, CIT...	PETTY CASH	1000101 · Operating Cash 10	
PETTY CASH	07/01/15		CARPINTERIA, CIT...	PETTY CASH	1013308 · Supplies & Materials 13	(53.31)
			CARPINTERIA, CIT...	PETTY CASH	1022306 · Meetings & Travel 22	(15.00)
			CARPINTERIA, CIT...	PETTY CASH	1041306 · Meetings & Travel 41	(29.28)
			CARPINTERIA, CIT...	PETTY CASH	1044306 · Meetings & Travel 44	(4.50)
			CARPINTERIA, CIT...	PETTY CASH	4862308 · Supplies & Materials 62	(16.50)
TOTAL						(118.59)
86234	08/05/15	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...	Memo:CHECK 86234	1000101 · Operating Cash 10	
AR30678	07/22/15		CENTRAL COAST I...	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(1,131.12)
AR30722	07/28/15		CENTRAL COAST I...	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(184.60)

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Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(1,315.72)
86235	08/05/15	COASTAL VIEW NEWS	COASTAL VIEW N...	Memo:CHECK 86235	1000101 · Operating Cash 10	
46120	07/16/15		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(53.48)
46121	07/16/15		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(52.92)
46142	07/22/15		COASTAL VIEW NE...	DISPLAY AD	1011303 · Printing & Advertising 11	(132.58)
TOTAL						(238.98)
86236	08/05/15	COUNCIL ON ALCOHOLISM & DRUG ABU...	COUNCIL ON ALC...	063015CALGRIP2-2	1000101 · Operating Cash 10	
063015CAL...	07/23/15		COUNCIL ON ALC...	CALGRIP GRANT	2000261 · Deferred Revenue 20	(13,400.00)
TOTAL						(13,400.00)
86237	08/05/15	CROSSFIT CARPINTERIA *	CROSSFIT CARPIN...	PROJ 1744 REFUND	1000101 · Operating Cash 10	
PROJ 1744 ...	08/05/15		CROSSFIT CARPIN...	PROJ 1744 REFUND	1000251 · Development Deposits	(423.80)
TOTAL						(423.80)
86238	08/05/15	DAMIANI, ART	DAMIANI, ART	PROJ 10824 REFUND	1000101 · Operating Cash 10	
PROJ 1082...	08/05/15		DAMIANI, ART	PROJ 10824 REFUND	1000251 · Development Deposits	(595.80)
TOTAL						(595.80)
86239	08/05/15	DURFLINGER, DAVID	DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
	08/01/15		DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT	1012308 · Supplies & Materials 12	(65.00)
TOTAL						(65.00)
86240	08/05/15	EASY LIFT TRANSPORTATION	EASY LIFT TRANS...	INVOICE 6279	1000101 · Operating Cash 10	
6279	08/01/15		EASY LIFT TRANS...	CLAIM PER CONTRACT FOR AUGUST	2734221 · Easy Lift/CART 27	(1,000.00)
TOTAL						(1,000.00)
86241	08/05/15	FIDELITY SECURITY LIFE INSURANCE	FIDELITY SECURIT...	INVOICE #6001271	1000101 · Operating Cash 10	
6001271	07/06/15		FIDELITY SECURIT...	AUGUST 2015	1016194 · Wellness 16	(8.78)
			FIDELITY SECURIT...	AUGUST 2015	1041194 · Wellness 41	(8.78)
			FIDELITY SECURIT...	AUGUST 2015	1030194 · Wellness 30	(8.78)
			FIDELITY SECURIT...	AUGUST 2015	1030194 · Wellness 30	(25.81)
			FIDELITY SECURIT...	AUGUST 2015	1022194 · Wellness 22	(17.56)
			FIDELITY SECURIT...	AUGUST 2015	2531194 · Wellness 31	(25.81)
			FIDELITY SECURIT...	AUGUST 2015	1069194 · Wellness 69	(8.78)
			FIDELITY SECURIT...	AUGUST 2015	1051194 · Wellness 51	(16.68)
			FIDELITY SECURIT...	AUGUST 2015	1011194 · Wellness 11	(8.78)
			FIDELITY SECURIT...	AUGUST 2015	1069194 · Wellness 69	(25.81)
			FIDELITY SECURIT...	AUGUST 2015	1044194 · Wellness 44	(16.68)
			FIDELITY SECURIT...	AUGUST 2015	2531194 · Wellness 31	(8.78)

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TOTAL						(181.03)
86242	08/05/15	FIRST BANKCARD	FIRST BANKCARD	Memo:CHECK 86242	1000101 · Operating Cash 10	
9739	07/28/15		FIRST BANKCARD	CLEANING SERVICES	1022169 · Uniform Allowance	(72.00)
9259	07/28/15		FIRST BANKCARD	PHONE SUPPLIES	1022308 · Supplies & Materials 22	(61.81)
			FIRST BANKCARD	PROJ 1522 FEMA MAP CHANGE	1000251 · Development Deposits	(8,000.00)
			FIRST BANKCARD	WATER FOR PW	3332308 · Supplies & Materials 32	(18.56)
TOTAL						(8,152.37)
86243	08/05/15	GAONA, SERGIO	GAONA, SERGIO	VETS HALL REFUND	1000101 · Operating Cash 10	
VETS HALL...	08/05/15		GAONA, SERGIO	VETS HALL REFUND	1000231 · Veterans Building Depo...	(291.60)
TOTAL						(291.60)
86244	08/05/15	HARTHORN, ROY	HARTHORN, ROY	INVOICE #1232	1000101 · Operating Cash 10	
1232	08/02/15		HARTHORN, ROY	BUILDING PLAN CHECK	1010188 · BLDG PLAN CHECK C...	(630.97)
TOTAL						(630.97)
86245	08/05/15	ICMA MEMBERSHIP RENEWALS	ICMA MEMBERSHI...	MEMBER #391466 MEMBERSHIP RENEWAL	1000101 · Operating Cash 10	
2015-2016 ...	08/01/15		ICMA MEMBERSHI...	2015-2016 MEMBERSHIP RENEWAL	1012305 · Dues & Subscriptions 12	(1,212.14)
TOTAL						(1,212.14)
86246	08/05/15	JOHNSON, MICHAEL*	JOHNSON, MICHA...	PROJ 1728 REFUND	1000101 · Operating Cash 10	
PROJ 1728 ...	08/05/15		JOHNSON, MICHA...	PROJ 1728 REFUND	1000251 · Development Deposits	(11.41)
TOTAL						(11.41)
86247	08/05/15	OHANA FUN COMPANY	OHANA FUN COM...	PROJ 1739 REFUND	1000101 · Operating Cash 10	
PROJ 1739 ...	08/05/15		OHANA FUN COMP...	PROJ 1739 REFUND	1000251 · Development Deposits	(0.61)
TOTAL						(0.61)
86248	08/05/15	OLSON, RUSSELL	OLSON, RUSSELL	PROJ 1741 REFUND	1000101 · Operating Cash 10	
PROJ 1741 ...	08/05/15		OLSON, RUSSELL	PROJ 1741 REFUND	1000251 · Development Deposits	(648.25)
TOTAL						(648.25)
86249	08/05/15	PACIFIC COAST BUSINESS TIMES	PACIFIC COAST B...	SUBSCRIPTION RENEWAL	1000101 · Operating Cash 10	
2015 RENE...	07/29/15		PACIFIC COAST B...	SUBSCRIPTION RENEWAL	1044305 · Dues & Subscriptions 44	(49.99)
TOTAL						(49.99)
86250	08/05/15	PEOPLE'S SELF HELP HOUSING	PEOPLE'S SELF H...	PROJ 10263 REFUND	1000101 · Operating Cash 10	

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PROJ 1026...	08/05/15		PEOPLE'S SELF H...	PROJ 10263 REFUND	1000251 · Development Deposits	(35,033.62)
TOTAL						(35,033.62)
86251	08/05/15	SELECT STAFFING	SELECT STAFFING	INVOICE #SL1442449	1000101 · Operating Cash 10	
SL1442449	07/26/15		SELECT STAFFING	TEMPORARY HELP	1011221 · Contract Services 11	(359.52)
TOTAL						(359.52)
86252	08/05/15	SOUTHERN CA GAS CO	SOUTHERN CA GA...	PROJ 1737 REFUND	1000101 · Operating Cash 10	
PROJ 1737 ...	08/05/15		SOUTHERN CA GA...	PROJ 1737 REFUND	1000251 · Development Deposits	(88.36)
TOTAL						(88.36)
86253	08/05/15	THE BOTTOM LINE	THE BOTTOM LINE	INVOICE #8707	1000101 · Operating Cash 10	
8707	07/01/15		THE BOTTOM LINE	QUICKBOOKS CONSULTING	1018220 · System Administration	(500.00)
TOTAL						(500.00)
86254	08/05/15	VERNON, THOMAS	VERNON, THOMAS	PROJ 1720 REFUND	1000101 · Operating Cash 10	
PROJ 1720 ...	08/05/15		VERNON, THOMAS	PROJ 1720 REFUND	1000251 · Development Deposits	(497.56)
TOTAL						(497.56)
86255	08/05/15	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
832085182	07/11/05		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(132.68)
TOTAL						(132.68)
86256	08/05/15	WIP COMMUNICATIONS, INC	WIP COMMUNICAT...	INVOICE #244512	1000101 · Operating Cash 10	
244512	07/28/15		WIP COMMUNICAT...	RESET VOICEMAIL SYSTEM	1013301 · Telephone 13	(125.00)
TOTAL						(125.00)
86257	08/05/15	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT 832685259	1000101 · Operating Cash 10	
832685259	08/01/15		AT & T MOBILITY	CODE ENF	1047213 · Animal Sheltering	(17.64)
			AT & T MOBILITY	CODE ENF	1047213 · Animal Sheltering	(115.23)
TOTAL						(132.87)
86258	08/05/15	FEDEX	FEDEX	5-113-45167	1000101 · Operating Cash 10	
5-113-45167	07/31/15		FEDEX	DIF HWY INTERCHANGE	3100232 · DIF Highway Interchange	(16.43)
			FEDEX	DIF HWY INTERCHANGE	3179616 · FHWA HBR 31	(16.43)
TOTAL						(32.86)

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86259	08/05/15	SO CA EDISON	SO CA EDISON	Memo:CHECK 86259	1000101 · Operating Cash 10	
2-00-378-20...	07/28/15		SO CA EDISON	CIVIC CENTER	1013313 · Utility - Electric 13	(1,170.46)
			SO CA EDISON	ROW	3332313 · Utility - Electric 32	(37.10)
			SO CA EDISON	PARKING	3332313 · Utility - Electric 32	(65.59)
			SO CA EDISON	PARKS	2361313 · Utility - Electric 23	(241.29)
			SO CA EDISON	POOL	4866313 · Utility - Electric 66	(604.96)
			SO CA EDISON	BIKEWAYS	2923225 · Public Right of Way Lig...	(23.99)
2-19-146-82...	07/29/15		SO CA EDISON	9TH ST BTHRM	2923220 · Street Lighting	(43.73)
2-17-070-74...	07/29/15		SO CA EDISON	1 CARP TC	2923220 · Street Lighting	(62.37)
2-22-684-64...	07/29/15		SO CA EDISON	100 LINDEN	2923220 · Street Lighting	(29.84)
2-14-791-58...	07/29/15		SO CA EDISON	101 ASH AVE	2923220 · Street Lighting	(131.66)
2-32-832-75...	07/31/15		SO CA EDISON	PROJ 4865	1000251 · Development Deposits	(1,205.92)
			SO CA EDISON	VETS HALL	4865309 · Misc Operating Expens...	(593.95)
2-30-652-42...	07/31/15		SO CA EDISON	SEASIDE	4865309 · Misc Operating Expens...	(114.85)
TOTAL						(4,325.71)
86260	08/05/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711126512506601	1000101 · Operating Cash 10	
0117111265...	07/22/15		VERIZON CALIFOR...	OUTSIDE PD	1013301 · Telephone 13	(88.71)
TOTAL						(88.71)
86261	08/06/15	CASSO-CLOONAN, AKELA	CASSO-CLOONAN,...	PAYROLL 08-06-15	1000101 · Operating Cash 10	
PAYROLL 0...	08/06/15		CASSO-CLOONAN,...	PAYROLL 08-06-15	1000101 · Operating Cash 10	(460.39)
TOTAL						(460.39)
86262	08/11/15	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
PAYROLL0...	08/06/15		CALIFORNIA STAT...	PAYROLL WITHHOLDING 08-06-15	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
86263	08/11/15	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
PAYROLL 0...	08/06/15		EDD-SDI	PAYROLL 08-06-15	1000223 · SDI Withheld 10	(856.75)
TOTAL						(856.75)
86264	08/11/15	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
PAYROLL 0...	08/06/15		EDD-SIT	PAYROLL 08-06-15	1000221 · SIT Withheld 10	(3,933.75)
TOTAL						(3,933.75)
86265	08/11/15	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 08-06-15	1000101 · Operating Cash 10	
PAYROLL 0...	08/06/15		SEUI LOCAL 620	PAYROLL 08-06-15	1000229 · SEIU Local 620	(172.31)
TOTAL						(172.31)
86266	08/11/15	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	

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PAYROLL 0...	08/06/15		T. ROWE PRICE	PAYROLL 08-06-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
86267	08/11/15	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 08-06-15	1000101 · Operating Cash 10	
PAYROLL 0...	08/06/15		UNITED WAY OF S...	PAYROLL 08-06-15	1000224 · United Way Payable	(24.00)
TOTAL						(24.00)
86268	08/11/15	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 08-06-15	1000101 · Operating Cash 10	
PAYROLL 0...	08/06/15		VANTAGEPOINT T...	PAYROLL 08-06-15	1000105 · ICMA Cash	(1,100.00)
TOTAL						(1,100.00)
86269	08/12/15	76 FLEET SERVICES	76 FLEET SERVICES	INVOICE 41759790	1000101 · Operating Cash 10	
41759790	07/31/15		76 FLEET SERVICES	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(88.44)
			76 FLEET SERVICES	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(454.91)
			76 FLEET SERVICES	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(412.06)
			76 FLEET SERVICES	VEHICLE FUEL	2361307 · Vehicle Oper/Maintena...	(149.93)
TOTAL						(1,105.34)
86270	08/12/15	ACCESS CONTROL SECURITY, INC.	ACCESS CONTRO...	INVOICE 0021806	1000101 · Operating Cash 10	
0021806	07/29/15		ACCESS CONTRO...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(391.43)
TOTAL						(391.43)
86271	08/12/15	AERIOCONNECT	AERIOCONNECT	776978	1000101 · Operating Cash 10	
776978	08/03/15		AERIOCONNECT	DSL MONTHLY SERVICE CHARGE - SEPTEMB...	1018222 · Equipment Maintenance	(66.06)
TOTAL						(66.06)
86272	08/12/15	AIR DELIGHTS INC.	AIR DELIGHTS INC.	INVOICE 44890	1000101 · Operating Cash 10	
44890	07/10/15		AIR DELIGHTS INC.	VIOLA RESTROOM SUPPLIES	2361221 · Miscellaneous Contracts	(169.91)
TOTAL						(169.91)
86273	08/12/15	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...	INVOICE #S1815198.001	1000101 · Operating Cash 10	
S1815198.0...	07/16/15		ALL AROUND LAN...	JR GUARDS	4867308 · Supplies & Materials 67	(10.58)
TOTAL						(10.58)
86274	08/12/15	AMERICAN LEAK DETECTION	AMERICAN LEAK ...	INVOICE #40952	1000101 · Operating Cash 10	
40952	07/23/15		AMERICAN LEAK D...	SEAL FOUNTAIN	1013224 · Interior Maintenance	(275.00)
TOTAL						(275.00)

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86275	08/12/15	AMERICAN SILKSCREEN, INC	AMERICAN SILKS...	INVOICE #18501	1000101 · Operating Cash 10	
18501	06/16/15		AMERICAN SILKSC...	JR GUARDS	4868308 · Supplies & Materials 68	(745.20)
TOTAL						(745.20)
86276	08/12/15	BROWNSTEIN HYATT FARBER SCHRECK	BROWNSTEIN HYA...	VOID: INVOICE #607693 - 2	1000101 · Operating Cash 10	
TOTAL						0.00
86277	08/12/15	CA STATE CONTROLLER	CA STATE CONTR...	ANNUAL AUDIT LISTING 2015	1000101 · Operating Cash 10	
ANNUAL A...	07/22/15		CA STATE CONTR...	ANNUAL AUDIT WARRANT LISTING 2015	1014229 · Annual Audit	(100.00)
TOTAL						(100.00)
86278	08/12/15	CHANNEL ISLANDS DO IT BEST	CHANNEL ISLAND...	10001	1000101 · Operating Cash 10	
JUL 2015 BI...	07/31/15		CHANNEL ISLAND...	BEACHES	2862308 · Supplies & Materials 62	(34.97)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(9.69)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(75.35)
			CHANNEL ISLAND...	PARK SUPPLIES	2361221 · Miscellaneous Contracts	(32.98)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(10.04)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(16.60)
			CHANNEL ISLAND...	TOWERS	2862308 · Supplies & Materials 62	(1.90)
			CHANNEL ISLAND...	POOL	4866308 · Supplies & Materials 66	(15.05)
			CHANNEL ISLAND...	GUARDS	2862308 · Supplies & Materials 62	(58.28)
			CHANNEL ISLAND...	PW SHOP	3332308 · Supplies & Materials 32	(10.18)
			CHANNEL ISLAND...	PARKS	2361221 · Miscellaneous Contracts	(3.40)
			CHANNEL ISLAND...	CITY HALL	1013224 · Interior Maintenance	(7.76)
			CHANNEL ISLAND...	PW SHOP	3332308 · Supplies & Materials 32	(9.63)
TOTAL						(285.83)
86279	08/12/15	COASTAL VIEW NEWS	COASTAL VIEW N...	Memo:CHECK 86279	1000101 · Operating Cash 10	
46187	07/27/15		COASTAL VIEW NE...	PET ADS	1047303 · Printing & Advertising 47	(80.00)
46226	08/05/15		COASTAL VIEW NE...	OIL PAYMENT PROGRAM	2000261 · Deferred Revenue 20	(215.00)
46232	08/05/15		COASTAL VIEW NE...	EMPLOYMENT AD	1016303 · Recruitment Advertising	(262.36)
TOTAL						(557.36)
86280	08/12/15	COX COMMUNICATIONS	COX COMMUNICA...	001-3011-022093901	1000101 · Operating Cash 10	
001-3011-0...	08/01/15		COX COMMUNICA...	INTERNET SERVICES	1018222 · Equipment Maintenance	(211.39)
TOTAL						(211.39)
86281	08/12/15	CVGSL	CVGSL	DEPOSIT REFUND	1000101 · Operating Cash 10	
DEPOSIT R...	07/31/15		CVGSL	DEPOSIT REFUND	1000152 · Deposits	(300.00)
TOTAL						(300.00)
86282	08/12/15	CXT INC	CXT INC	INVOICE 309189	1000101 · Operating Cash 10	

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309189	07/17/15		CXT INC	ASH TOWER	2862308 · Supplies & Materials 62	(100.20)
TOTAL						(100.20)
86283	08/12/15	DATA TICKET INC	DATA TICKET INC	INVOICE 62846	1000101 · Operating Cash 10	
62846	07/24/15		DATA TICKET INC	CITATION PROCESSING	1022214 · Hearing Officer	(200.00)
TOTAL						(200.00)
86284	08/12/15	FIRST BANKCARD	FIRST BANKCARD	Memo:CHECK 86284	1000101 · Operating Cash 10	
1438	07/28/15		FIRST BANKCARD	SAFETY TRAINING	1016228 · Employee Training	(30.49)
			FIRST BANKCARD	SEASONAL TRAINING	1016228 · Employee Training	(29.44)
			FIRST BANKCARD	TRAINING - BALMADRID, THORNBERRY, EPLEY	1016228 · Employee Training	(75.00)
			FIRST BANKCARD	TRAINING REGISTRATION - BALMADRID	1016228 · Employee Training	(25.00)
			FIRST BANKCARD	SYMPATHY ARRANGEMENT	1051310 · Public Relations 51	(46.44)
			FIRST BANKCARD	SYMPATHY ARRANGEMENT	1051310 · Public Relations 51	(46.44)
			FIRST BANKCARD	TRAINING	1016228 · Employee Training	(30.49)
0570	07/28/15		FIRST BANKCARD	FINANCE CHARGE	1016308 · Supplies & Materials 16	(2.90)
			FIRST BANKCARD	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(600.00)
			FIRST BANKCARD	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(99.00)
			FIRST BANKCARD	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(83.04)
5246	07/28/15		FIRST BANKCARD	FINANCE CHARGES	1069308 · Supplies & Materials 69	(10.63)
			FIRST BANKCARD	BEACHES	2862308 · Supplies & Materials 62	(29.99)
			FIRST BANKCARD	POOL SUPPLIES	4866308 · Supplies & Materials 66	(73.43)
			FIRST BANKCARD	BEACHES	2862308 · Supplies & Materials 62	(139.99)
			FIRST BANKCARD	JG FIELD TRIP	4867308 · Supplies & Materials 67	(1,533.41)
			FIRST BANKCARD	JR GUARDS	4867308 · Supplies & Materials 67	(179.40)
			FIRST BANKCARD	JR GUARDS	4867308 · Supplies & Materials 67	(357.06)
			FIRST BANKCARD	SIGNAGE	2862308 · Supplies & Materials 62	(109.40)
			FIRST BANKCARD	SWIM CLUB	4868308 · Supplies & Materials 68	(25.47)
			FIRST BANKCARD	CAMPOUT SUPPLIES	4868308 · Supplies & Materials 68	(617.71)
			FIRST BANKCARD	CAMPOUT SUPPLIES	4867308 · Supplies & Materials 67	(213.63)
			FIRST BANKCARD	CAMPOUT SUPPLIES	4867308 · Supplies & Materials 67	(47.48)
			FIRST BANKCARD	SIGNAGE	2862308 · Supplies & Materials 62	(212.70)
			FIRST BANKCARD	PARKING	4867308 · Supplies & Materials 67	(15.00)
			FIRST BANKCARD	APPARREL	2862308 · Supplies & Materials 62	(95.00)
			FIRST BANKCARD	FINANCE CHARGE	1069308 · Supplies & Materials 69	(95.91)
TOTAL						(4,824.45)
86285	08/12/15	LA MOTTE COMPANY	LA MOTTE COMPA...	INVOICE #1398777	1000101 · Operating Cash 10	
1398777	05/27/15		LA MOTTE COMPA...	POOL CHEMICALS	4866338 · Chemicals	(300.15)
TOTAL						(300.15)
86286	08/12/15	MADRID, GILBERT H & HERMELINDA M *	MADRID, GILBERT ...	VETS HALL REFUND	1000101 · Operating Cash 10	
VETS HALL...	07/28/15		MADRID, GILBERT ...	SECURITY SERVICES REFUND	4848352 · VETS HALL RENTALS	(10.00)
			MADRID, GILBERT ...	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depo...	(300.00)
TOTAL						(310.00)

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86287	08/12/15	MISSION UNIFORM SERVICE	MISSION UNIFORM...	JULY 2015 UNIFORM	1000101 · Operating Cash 10	
JULY 2015 ...	07/31/15		MISSION UNIFORM...	UNIFORM EXPENSE	2531198 · Uniform Rental 31	(94.92)
			MISSION UNIFORM...	UNIFORM EXPENSE	3332198 · Uniform Rental 32	(94.88)
			MISSION UNIFORM...	UNIFORM EXPENSE	1013198 · Uniform Rental 13	(47.46)
			MISSION UNIFORM...	UNIFORM EXPENSE	2361198 · Uniform Rental 61	(47.46)
TOTAL						(284.72)
86288	08/12/15	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 064671	1000101 · Operating Cash 10	
064671	07/14/15		PACIFIC PLUMBIN...	CITY POOL	4866308 · Supplies & Materials 66	(51.55)
TOTAL						(51.55)
86289	08/12/15	RAMIREZ, BRENDA*	RAMIREZ, BRENDA*	VETS HALL REFUND	1000101 · Operating Cash 10	
VETS HALL...	07/31/15		RAMIREZ, BRENDA*	SECURITY DEPOSIT REFUND	4848352 · VETS HALL RENTALS	(5.00)
			RAMIREZ, BRENDA*	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depo...	(300.00)
TOTAL						(305.00)
86290	08/12/15	SERIGRAPH INDUSTRIES, INC	SERIGRAPH INDU...	INVOICE 006324	1000101 · Operating Cash 10	
006324	06/26/15		SERIGRAPH INDU...	JG SHIRTS	4867308 · Supplies & Materials 67	(2,717.66)
TOTAL						(2,717.66)
86291	08/12/15	SO CA EDISON	SO CA EDISON	2-26-504-7225	1000101 · Operating Cash 10	
2-26-504-72...	08/01/15		SO CA EDISON	SIGNALS	2923210 · Traffic Signals	(26.06)
TOTAL						(26.06)
86292	08/12/15	SO CA GAS COMPANY	SO CA GAS COMP...	Memo:CHECK 86292	1000101 · Operating Cash 10	
016-913-95...	08/05/15		SO CA GAS COMP...	CIVIC CENTER	1013314 · Utility - Natural Gas	(37.74)
140-914-30...	08/06/15		SO CA GAS COMP...	VETS HALL	4865309 · Misc Operating Expens...	(25.01)
			SO CA GAS COMP...	PROJ 4865	1000251 · Development Deposits	(50.80)
006-514-27...	08/06/15		SO CA GAS COMP...	COMMUNITY POOL	4866314 · Utility - Natural Gas 66	(534.07)
TOTAL						(647.62)
86293	08/12/15	SOLID WASTE SOLUTIONS INC	SOLID WASTE SO...	INVOICE #117	1000101 · Operating Cash 10	
117	08/02/15		SOLID WASTE SOL...	AB949 COORDINATION	3937221 · Solid Waste	(3,668.00)
TOTAL						(3,668.00)
86294	08/12/15	ST JOSEPH CHURCH	ST JOSEPH CHUR...	PROJ 1309 REFUND	1000101 · Operating Cash 10	
PROJ 1309 ...	08/07/15		ST JOSEPH CHUR...	PROJ 1309 REFUND - CLEANING DEPOSIT	1000251 · Development Deposits	(500.00)
TOTAL						(500.00)

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86295	08/12/15	STAPLES ADVANTAGE	STAPLES ADVANT...	Memo:CHECK 86295	1000101 · Operating Cash 10	
3272099051	07/18/15		STAPLES ADVANT...	CDD SUPPLIES	1041308 · Supplies & Materials 41	(68.17)
3272099046	07/18/15		STAPLES ADVANT...	P & R SUPPLIES	1069308 · Supplies & Materials 69	(128.01)
3272099042	07/18/15		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(48.05)
3272099039	07/18/15		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(99.47)
TOTAL						(343.70)
86296	08/12/15	STRADLING YOCCA CARLSON & RAUTH	STRADLING YOCC...	299641-0001	1000101 · Operating Cash 10	
299641-0001	07/28/15		STRADLING YOCC...	MISC EMPLOYMENT MATTERS	1072211 · Personnel Services	(3,002.00)
TOTAL						(3,002.00)
86297	08/12/15	THE STORAGE PLACE	THE STORAGE PL...	STORAGE AUGUST 2015	1000101 · Operating Cash 10	
AUG 2015 B...	07/21/15		THE STORAGE PL...	OFFSITE STORAGE RENTAL	1013221 · Miscellaneous Contract...	(325.00)
TOTAL						(325.00)
86298	08/12/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711128612505709	1000101 · Operating Cash 10	
0117111286...	07/25/15		VERIZON CALIFOR...	ASH AVE	1013301 · Telephone 13	(88.74)
TOTAL						(88.74)
86299	08/12/15	WHEN TO WORK, INC.	WHEN TO WORK, I...	INOIVCE #66913110-60-12-15	1000101 · Operating Cash 10	
66913110-6...	08/06/15		WHEN TO WORK, I...	ONLINE SCHEDULING @ POOL	4866308 · Supplies & Materials 66	(315.00)
TOTAL						(315.00)
86300	08/12/15	WINZER CORPORATION	WINZER CORPOR...	INVOICE 5387212	1000101 · Operating Cash 10	
5387212	07/17/15		WINZER CORPOR...	GRAFFITI REMOVAL	3332224 · Graffiti Removal	(894.42)
TOTAL						(894.42)
86301	08/12/15	C3 INTELLIGENCE, INC	C3 INTELLIGENCE,...	INVOICE #6732	1000101 · Operating Cash 10	
6732	08/03/15		C3 INTELLIGENCE,...	RECRUITMENT	4866308 · Supplies & Materials 66	(124.00)
TOTAL						(124.00)
86302	08/12/15	CARPINTERIA VALLEY LUMBER CO	CARPINTERIA VAL...	ACCOUNT 164	1000101 · Operating Cash 10	
JULY 2015 ...	07/31/15		CARPINTERIA VAL...	JG EXPENSE	4867308 · Supplies & Materials 67	(48.60)
			CARPINTERIA VAL...	POOL	4866308 · Supplies & Materials 66	(9.71)
			CARPINTERIA VAL...	ASH AVE	2862308 · Supplies & Materials 62	(27.84)
			CARPINTERIA VAL...	PARKS	2361221 · Miscellaneous Contracts	(26.21)
			CARPINTERIA VAL...	VETS HALL SECURITY	4865309 · Misc Operating Expens...	(16.20)
			CARPINTERIA VAL...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(33.20)
			CARPINTERIA VAL...	BEACHES	2862308 · Supplies & Materials 62	(16.95)
			CARPINTERIA VAL...	TOWERS	2862308 · Supplies & Materials 62	(30.00)
			CARPINTERIA VAL...	BEACHES	2862308 · Supplies & Materials 62	(30.76)

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			CARPINTERIA VAL...	ROW	3332308 · Supplies & Materials 32	(30.37)
			CARPINTERIA VAL...	BEACHES	2862308 · Supplies & Materials 62	(8.31)
			CARPINTERIA VAL...	BEACHES	2862308 · Supplies & Materials 62	(6.54)
			CARPINTERIA VAL...	BEACHES	2862308 · Supplies & Materials 62	(34.52)
			CARPINTERIA VAL...	MENDOZA SAFETY EQUIPMENT	3332197 · Indiv Equip Reimburse...	(24.29)
			CARPINTERIA VAL...	PARKS	2361221 · Miscellaneous Contracts	(39.94)
			CARPINTERIA VAL...	PARKS	3332308 · Supplies & Materials 32	(21.91)
			CARPINTERIA VAL...	PARKS	2361221 · Miscellaneous Contracts	(472.65)
TOTAL						(878.00)
86303	08/12/15	FLOWERS & ASSOCIATES INC	FLOWERS & ASSO...	INVOICE #15-1138	1000101 · Operating Cash 10	
15-1138	07/22/15		FLOWERS & ASSO...	STORMWATER CONSULTATION	2536226 · Engineering Retainer	(5,230.99)
TOTAL						(5,230.99)
86304	08/12/15	KIMBALL MIDWEST	KIMBALL MIDWEST	INVOICE 4336040	1000101 · Operating Cash 10	
4336040	07/20/15		KIMBALL MIDWEST	PW SUPPLIES	3332308 · Supplies & Materials 32	(206.06)
TOTAL						(206.06)
86305	08/12/15	RISDON'S AUTO CARE CENTER	RISDON'S AUTO C...	INVOICE 40475	1000101 · Operating Cash 10	
40475	07/23/15		RISDON'S AUTO C...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(404.09)
TOTAL						(404.09)
86306	08/12/15	SERIGRAPH INDUSTRIES, INC	SERIGRAPH INDU...	INVOICE 006339	1000101 · Operating Cash 10	
006339	07/20/15		SERIGRAPH INDU...	JG SHIRTS	4867308 · Supplies & Materials 67	(1,635.60)
TOTAL						(1,635.60)
86307	08/12/15	SO CA EDISON	SO CA EDISON	Memo:CHECK 86307	1000101 · Operating Cash 10	
2-00-378-20...	08/06/15		SO CA EDISON	PROJ 4836 TOU-EV	1000251 · Development Deposits	(759.65)
2-01-201-64...	08/07/15		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(7,611.24)
TOTAL						(8,370.89)
86308	08/12/15	STAPLES ADVANTAGE	STAPLES ADVANT...	Memo:CHECK 86308	1000101 · Operating Cash 10	
3272284619	07/21/15		STAPLES ADVANT...	POOL SUPPLIES	4866308 · Supplies & Materials 66	(24.19)
3272339286	07/22/15		STAPLES ADVANT...	PARKS	2361221 · Miscellaneous Contracts	(186.20)
			STAPLES ADVANT...	PW	2531308 · Supplies & Materials 31	(46.54)
3272400610	07/23/15		STAPLES ADVANT...	PW OFFICE SUPPLIES	1030308 · Supplies & Materials 30	(102.27)
TOTAL						(359.20)
86309	08/12/15	STUDENT TRANSPORTATION OF AMERICA	STUDENT TRANSP...	INVOICE 0378055	1000101 · Operating Cash 10	
0378055	07/21/15		STUDENT TRANSP...	JR LIFEGUARD TRANSPORTATION	4867308 · Supplies & Materials 67	(1,823.20)
TOTAL						(1,823.20)

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86310	08/12/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711114329800406	1000101 · Operating Cash 10	
0117111143...	07/28/15		VERIZON CALIFOR...	CIVIC CENTER	1013301 · Telephone 13	(991.73)
			VERIZON CALIFOR...	PW	2531301 · Telephone 31	(44.22)
			VERIZON CALIFOR...	BEACH	2862301 · Telephone 62	(120.80)
			VERIZON CALIFOR...	POOL	4866301 · Telephone 66	(235.25)
			VERIZON CALIFOR...	BEACH CONCESSION	2864308 · Supplies & Materials 64	(113.71)
TOTAL						(1,505.71)
86311	08/12/15	WESTERN EXTERMINATOR COMPANY	WESTERN EXTER...	JULY 2015 BILLING	1000101 · Operating Cash 10	
JULY 2015 ...	07/31/15		WESTERN EXTER...	PROJ 4865 MEDICAL CLINIC	1000251 · Development Deposits	(46.50)
TOTAL						(46.50)
86312	08/12/15	BROOKS, HEATHER	BROOKS, HEATHER	PAYROLL 08-06-15	1000101 · Operating Cash 10	
PAYROLL 0...	07/17/15		BROOKS, HEATHER	PAYROLL 08-06-15	1000101 · Operating Cash 10	(591.86)
TOTAL						(591.86)
86313	08/12/15	FIRST BANKCARD	FIRST BANKCARD	Memo:CHECK 86313	1000101 · Operating Cash 10	
5544	07/28/15		FIRST BANKCARD	FEES CHARGED	1012308 · Supplies & Materials 12	(37.30)
1644	07/28/15		FIRST BANKCARD	SUBSCRIPTIONS	1012308 · Supplies & Materials 12	(75.00)
			FIRST BANKCARD	LEAGUE CONFERENCE	1051306 · Meetings & Travel 51	(500.00)
TOTAL						(612.30)
86314	08/17/15	CENTRAL COAST SIGN	CENTRAL COAST ...	PROJ 1643 REFUND	1000101 · Operating Cash 10	
PROJ 1643 ...	08/17/15		CENTRAL COAST ...	PROJ 1643 REFUND	1000101 · Operating Cash 10	(268.15)
TOTAL						(268.15)
86315	08/17/15	CONOCOPHILLIPS	CONOCOPHILLIPS	PROJ 1325 REFUND	1000101 · Operating Cash 10	
PROJ 1325 ...	08/17/15		CONOCOPHILLIPS	PROJ 1325 REFUND	1000101 · Operating Cash 10	(2,590.58)
TOTAL						(2,590.58)
86316	08/19/15	ACCESS CONTROL SECURITY, INC.	ACCESS CONTRO...	INVOICE 0021908	1000101 · Operating Cash 10	
0021908	08/10/15		ACCESS CONTRO...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(167.56)
TOTAL						(167.56)
86317	08/19/15	AG ENT INC	AG ENT INC	15076	1000101 · Operating Cash 10	
15076	08/06/15		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
TOTAL						(45.00)

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86318	08/19/15	ALAMO SELF STORAGE	ALAMO SELF STO...	OFFSITE STORAGE FEES	1000101 · Operating Cash 10	
	08/17/15		ALAMO SELF STO...	OFFSITE STORAGE FEES	1013221 · Miscellaneous Contract...	(335.00)
TOTAL						(335.00)
86319	08/19/15	AT & T MOBILITY	AT & T MOBILITY	ACCOUNT 828848611	1000101 · Operating Cash 10	
828848611	08/05/15		AT & T MOBILITY	POOL SUPT	4866308 · Supplies & Materials 66	(98.03)
			AT & T MOBILITY	ASP/AC	4868308 · Supplies & Materials 68	(57.69)
			AT & T MOBILITY	PARK MTC	4862308 · Supplies & Materials 62	(14.95)
			AT & T MOBILITY	BEACH	2862308 · Supplies & Materials 62	(57.69)
TOTAL						(228.36)
86320	08/19/15	CARPINTERIA VETERINARY HOSPITAL INC	CARPINTERIA VET...	Memo:CHECK 86320	1000101 · Operating Cash 10	
238759	07/03/15		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(25.00)
239001	07/08/15		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(40.00)
239470	07/16/15		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(60.00)
239938	07/24/15		CARPINTERIA VET...	DOG LICENSE	1047213 · Animal Sheltering	(15.00)
TOTAL						(140.00)
86321	08/19/15	CHICK, LAURA	CHICK, LAURA	POOL REFUND	1000101 · Operating Cash 10	
POOL REF...	08/13/15		CHICK, LAURA	POOL REFUND	4848401 · LEARN TO SWIM TUIT...	(110.00)
TOTAL						(110.00)
86322	08/19/15	COAST AUTO PARTS, INC.	COAST AUTO PAR...	JULY 2015 BILLING	1000101 · Operating Cash 10	
JULY 2015 ...	07/17/15		COAST AUTO PAR...	VEHICLE MAINTENANCE	2361221 · Miscellaneous Contracts	(18.07)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	4866308 · Supplies & Materials 66	(5.93)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(118.67)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(128.64)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	3332308 · Supplies & Materials 32	(21.09)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	2531307 · Vehicle Oper & Mainten...	(19.52)
TOTAL						(311.92)
86323	08/19/15	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...	Memo:CHECK 86323	1000101 · Operating Cash 10	
4957	07/01/15		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 · System Administration	(2,328.75)
2015114	08/09/15		COAST OFFICE TE...	COMPUTER HARDWARE	1070417 · Computer Hardware	(86.77)
2015115	08/16/15		COAST OFFICE TE...	COMPUTER HARDWARE	1070417 · Computer Hardware	(1,414.80)
TOTAL						(3,830.32)
86324	08/19/15	COASTAL VIEW NEWS	COASTAL VIEW N...	Memo:CHECK 86324	1000101 · Operating Cash 10	
46211	08/05/15		COASTAL VIEW NE...	EMPLOYMENT AD	1044302 · Marketing Materials	(768.00)
46233	08/05/15		COASTAL VIEW NE...	PET ADS	1047303 · Printing & Advertising 47	(80.00)
TOTAL						(848.00)

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86325	08/19/15	DUDEK	DUDEK	Memo:CHECK 86325	1000101 · Operating Cash 10	
20153625	08/07/15		DUDEK	PROJ 1522	1000251 · Development Deposits	(480.48)
20153611	08/10/15		DUDEK	PROJ 1522	1000251 · Development Deposits	(3,200.00)
TOTAL						(3,680.48)
86326	08/19/15	DUNCAN PRINTING CO	DUNCAN PRINTIN...	INVOICE 768	1000101 · Operating Cash 10	
768	07/17/15		DUNCAN PRINTIN...	HOLIDAY CLOSING SIGNS 2016	1011308 · Supplies & Materials 11	(83.16)
TOTAL						(83.16)
86327	08/19/15	FEDEX	FEDEX	5-106-40897	1000101 · Operating Cash 10	
5-106-40897	07/24/15		FEDEX	50 ANNIVERSARY PINS	1051310 · Public Relations 51	(19.34)
TOTAL						(19.34)
86328	08/19/15	GRACENOTE	GRACENOTE	0658091	1000101 · Operating Cash 10	
0658091	08/01/15		GRACENOTE	PROJ 4863 GATV LISTING	1000251 · Development Deposits	(57.97)
TOTAL						(57.97)
86329	08/19/15	IMPULSE INTERNET SERVICES	IMPULSE INTERNE...	INVOICE #805226	1000101 · Operating Cash 10	
805226	08/12/15		IMPULSE INTERNE...	EMAIL FILTERING SERVICES	1018222 · Equipment Maintenance	(89.95)
TOTAL						(89.95)
86330	08/19/15	KRIEG, TERRY E CPA	KRIEG, TERRY E C...	FY 14-15 SECOND PROGRESS PAYMENT	1000101 · Operating Cash 10	
2ND PROG...	08/19/15		KRIEG, TERRY E C...	FY 14-15 SECOND PROGRESS BILLING	1014229 · Annual Audit	(9,500.00)
TOTAL						(9,500.00)
86331	08/19/15	MANHATTAN ENTERPRISE INC	MANHATTAN ENT...	INVOICE 720872	1000101 · Operating Cash 10	
720872	04/29/15		MANHATTAN ENTE...	POOL RESALE ITEMS	4864302 · Purchases for Inventory...	(879.62)
TOTAL						(879.62)
86332	08/19/15	MCCORMIX CORP	MCCORMIX CORP	INVOICE #905568	1000101 · Operating Cash 10	
905568	07/31/15		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(252.45)
TOTAL						(252.45)
86333	08/19/15	MORAGA, VIC	MORAGA, VIC	JULY 2015 FIRST FRIDAY	1000101 · Operating Cash 10	
JUL 2015 FI...	07/03/15		MORAGA, VIC	JUL 2015 FIRST FRIDAY	1044302 · Marketing Materials	(200.00)
TOTAL						(200.00)

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86334	08/19/15	QUINTERO, ORTENCIO	QUINTERO, ORTE...	POOL REFUND	1000101 · Operating Cash 10	
POOL REF...	08/10/15		QUINTERO, ORTE...	POOL REFUND	4848413 · SWIM TEAM TUITIONS	(75.00)
TOTAL						(75.00)
86335	08/19/15	ROCKWELL PRINTING	ROCKWELL PRINT...	INVOICE #26716	1000101 · Operating Cash 10	
26716	08/14/15		ROCKWELL PRINTI...	PBIAAB BROCHURE	3845222 · Marketing/Project Carpi...	(578.97)
TOTAL						(578.97)
86336	08/19/15	SANSUM CLINIC	SANSUM CLINIC	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
86337	08/19/15	SOTERO, MATILDE*	SOTERO, MATILDE*	DEPOSIT REFUND	1000101 · Operating Cash 10	
DEPOSIT R...	08/10/15		SOTERO, MATILDE*	DEPOSIT REFUND	1000231 · Veterans Building Depo...	(297.44)
TOTAL						(297.44)
86338	08/19/15	STAPLES ADVANTAGE	STAPLES ADVANT...	3272468988	1000101 · Operating Cash 10	
3272468988	07/24/15		STAPLES ADVANT...	POOL SUPPLIES	4866308 · Supplies & Materials 66	(30.66)
TOTAL						(30.66)
86339	08/19/15	SWIMCAPZ.COM	SWIMCAPZ.COM	INVOICE 0004430	1000101 · Operating Cash 10	
0004430	08/14/15		SWIMCAPZ.COM	SWIM CLUB CAPS	4863300 · Triathlon Expense	(1,437.50)
TOTAL						(1,437.50)
86340	08/19/15	US HEALTHWORKS	US HEALTHWORKS	2746908-CA	1000101 · Operating Cash 10	
2746908-CA	07/24/15		US HEALTHWORKS	PRE-PLACEMENT PHYSICALS	1016320 · Pre-placement Health S...	(245.00)
TOTAL						(245.00)
86341	08/19/15	WEST COAST ARBORIST INC	WEST COAST ARB...	INVOICE 107699	1000101 · Operating Cash 10	
107699	07/31/15		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenanc...	(3,249.75)
TOTAL						(3,249.75)
86342	08/19/15	WISSING, ALICE	WISSING, ALICE		1000101 · Operating Cash 10	
PC 08-03-18	08/12/15		WISSING, ALICE	PC MINUTES	1041225 · Misc. Planning Contracts	(40.00)
			WISSING, ALICE	PROJ 1734	1000251 · Development Deposits	(120.00)
			WISSING, ALICE	PROJ 1733	1000251 · Development Deposits	(160.00)
CC 08-10-15	08/18/15		WISSING, ALICE	CC MINUTES	1011221 · Contract Services 11	(360.00)
TOTAL						(680.00)

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86343	08/19/15	YORK	YORK	VOID: CJP035727CR	1000101 · Operating Cash 10	
TOTAL						0.00
86344	08/19/15	ZERO WASTE USA, INC	ZERO WASTE USA...	INVOICE 80649	1000101 · Operating Cash 10	
80649	07/01/15		ZERO WASTE USA...	DOGGIE BAGS	4863308 · Special Events Expenses	(4,608.78)
TOTAL						(4,608.78)
86345	08/19/15	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...	Memo:86345	1000101 · Operating Cash 10	
463127	07/30/15		BIG GREEN CLEAN...	ASH AVE	2861225 · Marsh Park Maintenance	(132.58)
			BIG GREEN CLEAN...	ROW	3332221 · Miscellaneous Contract...	(265.14)
			BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(530.28)
463121	07/30/15		BIG GREEN CLEAN...	ROW	3332221 · Miscellaneous Contract...	(195.00)
463120	07/30/15		BIG GREEN CLEAN...	CIVIC CENTER	1013224 · Interior Maintenance	(488.00)
TOTAL						(1,611.00)
86346	08/19/15	COUNTY OF MARIN	COUNTY OF MARIN	INVOICE #15053	1000101 · Operating Cash 10	
15053	07/29/15		COUNTY OF MARIN	2015-2016 MEMBERSHIP DUES	2923308 · Supplies & Materials 23	(900.00)
TOTAL						(900.00)
86347	08/19/15	FLAG FACTORY, THE	FLAG FACTORY, T...	Memo:CHECK 86347	1000101 · Operating Cash 10	
22383	07/28/15		FLAG FACTORY, T...	FLAGS FOR LINDEN AVE	2531308 · Supplies & Materials 31	(226.80)
641858	07/29/15		FLAG FACTORY, T...	FLAGS FOR BEACH TOWERS	2862308 · Supplies & Materials 62	(294.62)
TOTAL						(521.42)
86348	08/19/15	HASLER	HASLER	7900-0110-3770-5400	1000101 · Operating Cash 10	
7900-0110-...	08/07/15		HASLER	POSTAGE	1013302 · Postage 13	(2,000.00)
TOTAL						(2,000.00)
86349	08/19/15	JOY EQUIPMENT PROTECTION INC	JOY EQUIPMENT P...	INVOICE #62928	1000101 · Operating Cash 10	
62928	07/30/15		JOY EQUIPMENT P...	FIRE EXTINGUISHERS	3332221 · Miscellaneous Contract...	(450.00)
TOTAL						(450.00)
86350	08/19/15	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...	INVOICE #63038	1000101 · Operating Cash 10	
63038	07/28/15		SANTA BARBARA ...	RODENT CONTROL	3332223 · Chemical Treatment	(65.00)
TOTAL						(65.00)
86351	08/19/15	STAPLES ADVANTAGE	STAPLES ADVANT...	Memo:CHECK 86351	1000101 · Operating Cash 10	

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3272918932	07/29/15		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(103.65)
3272918930	07/29/15		STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(180.01)
TOTAL						(283.66)
86352	08/19/15	TRI-CO BLUE PRINT & SUPPLY	TRI-CO BLUE PRIN...	28514	1000101 · Operating Cash 10	
28514	07/29/15		TRI-CO BLUE PRIN...	SCANNING	1030308 · Supplies & Materials 30	(20.82)
TOTAL						(20.82)
86353	08/19/15	SANSUM CLINIC	SANSUM CLINIC	Memo:CHECK 86353	1000101 · Operating Cash 10	
115211-002	08/04/15		SANSUM CLINIC	ROBERTS	1016320 · Pre-placement Health S...	(35.00)
115211-001	08/04/15		SANSUM CLINIC	ROBERTS	1016320 · Pre-placement Health S...	(111.00)
TOTAL						(146.00)
86354	08/19/15	CALIFORNIA JPIA	CALIFORNIA JPIA	INVOICE CJP035727CR	1000101 · Operating Cash 10	
CJP035727...	08/19/15		CALIFORNIA JPIA	HUFF IOD OVERPAYMENT	1010162 · WAGE REIMBURSE IN...	(240.17)
TOTAL						(240.17)
86355	08/25/15	FEDDERSON, CHRISTOPHER*	FEDDERSON, CHR...	PAYROLL 08-06-15	1000101 · Operating Cash 10	
PAYROLL 0...	08/25/15		FEDDERSON, CHR...	PAYROLL 08-06-15	1000101 · Operating Cash 10	(589.02)
TOTAL						(589.02)
86356	08/26/15	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	INVOICE #165842	1000101 · Operating Cash 10	
165842	08/14/15		ANIMAL MEDICAL ...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(2,000.60)
TOTAL						(2,000.60)
86357	08/26/15	AVILA AND ASSOCIATES	AVILA AND ASSOC...		1000101 · Operating Cash 10	
1612	07/16/15		AVILA AND ASSOC...	PROJ 1522 FEMA MAP REVISION	1000251 · Development Deposits	(23,579.42)
1638	07/31/15		AVILA AND ASSOC...	PROJ 1522 FEMA MAP REVISION	1000251 · Development Deposits	(7,527.09)
TOTAL						(31,106.51)
86358	08/26/15	BAILEY, TODD	BAILEY, TODD	REIMBURSEMENT	1000101 · Operating Cash 10	
REIMBURS...	08/26/15		BAILEY, TODD	REIMBURSEMENT	2862308 · Supplies & Materials 62	(41.02)
TOTAL						(41.02)
86359	08/26/15	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
463384	08/01/15		BIG GREEN CLEAN...	CITY HALL	1013224 · Interior Maintenance	(861.00)
463388	08/01/15		BIG GREEN CLEAN...	VETS HALL	4865224 · Custodial Services	(776.00)
			BIG GREEN CLEAN...	ASH AVE	2861225 · Marsh Park Maintenance	(371.00)
			BIG GREEN CLEAN...	ROW	3332221 · Miscellaneous Contract...	(742.00)
			BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(1,488.00)

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TOTAL						(4,238.00)
86360	08/26/15	CALIFORNIA JPIA	CALIFORNIA JPIA	INVOICE 363318	1000101 · Operating Cash 10	
363318	08/20/15		CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE PROGRAM	1015323 · Insurance/Bond Premiu...	(56,209.00)
TOTAL						(56,209.00)
86361	08/26/15	CalPERS	CalPERS	SEPTEMBER 2015 HEALTH	1000101 · Operating Cash 10	
SEPT 2015 ...	08/21/15		CalPERS	SEPTEMBER 2015 HEALTH	1051194 · Wellness 51	(4,412.20)
			CalPERS	SEPTEMBER 2015 HEALTH	1011194 · Wellness 11	(1,039.05)
			CalPERS	SEPTEMBER 2015 HEALTH	1012194 · Wellness 12	(1,346.46)
			CalPERS	SEPTEMBER 2015 HEALTH	1013194 · Wellness 13	(1,346.46)
			CalPERS	SEPTEMBER 2015 HEALTH	1014194 · Wellness 14	(4,253.59)
			CalPERS	SEPTEMBER 2015 HEALTH	1016194 · Wellness 16	(585.18)
			CalPERS	SEPTEMBER 2015 HEALTH	1030194 · Wellness 30	(5,063.86)
			CalPERS	SEPTEMBER 2015 HEALTH	2531194 · Wellness 31	(4,039.38)
			CalPERS	SEPTEMBER 2015 HEALTH	1041194 · Wellness 41	(4,019.51)
			CalPERS	SEPTEMBER 2015 HEALTH	1042194 · Wellness 42	(1,355.07)
			CalPERS	SEPTEMBER 2015 HEALTH	1069194 · Wellness 69	(2,106.65)
			CalPERS	SEPTEMBER 2015 HEALTH	1022194 · Wellness 22	(2,382.20)
			CalPERS	SEPTEMBER 2015 HEALTH	2361194 · Wellness 61	(1,346.46)
			CalPERS	SEPTEMBER 2015 HEALTH	3332194 · Wellness 32	(2,382.20)
			CalPERS	SEPTEMBER 2015 HEALTH	1044194 · Wellness 44	(1,346.46)
			CalPERS	SEPTEMBER 2015 HEALTH	1000249 · Health Insurance Premi...	(352.63)
			CalPERS	SEPTEMBER 2015 HEALTH	1016196 · Health Insurance Surch...	(139.71)
			CalPERS	SEPTEMBER 2015 HEALTH	4868194 · Wellness 68	(1,035.74)
TOTAL						(38,552.81)
86362	08/26/15	CARPINTERIA-SUMMERLAND FIRE DISTR...	CARPINTERIA-SU...	JAN - MAR 2015 FIRE FEES	1000101 · Operating Cash 10	
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)
86363	08/26/15	CARPINTERIA VALLEY WATER DISTRICT	CARPINTERIA VAL...	JULY 2015 BILLING	1000101 · Operating Cash 10	
JULY 2015 ...	07/28/15		CARPINTERIA VAL...	CIVIC CENTER	1013312 · Utility - Water 13	(362.68)
			CARPINTERIA VAL...	PARKING	3332312 · Utility - Water 32	(1,453.49)
			CARPINTERIA VAL...	PARKS	2361312 · Utility - Water 23	(6,390.16)
			CARPINTERIA VAL...	POOL	4866312 · Utility - Water 66	(795.80)
			CARPINTERIA VAL...	VETS HALL	4865309 · Misc Operating Expens...	(181.20)
			CARPINTERIA VAL...	PROJ 4865	1000251 · Development Deposits	(367.90)
TOTAL						(9,551.23)

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86364	08/26/15	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...	AR30886	1000101 · Operating Cash 10	
AR30886	08/18/15		CENTRAL COAST I...	COMPUTER MAINTENANCE	1018222 · Equipment Maintenance	(971.96)
TOTAL						(971.96)
86365	08/26/15	CHEVRON	CHEVRON	PROJECT 1167 REFUND	1000101 · Operating Cash 10	
PROJ 1167 ...	05/28/15		CHEVRON	PROJ 1167 REFUND	1000251 · Development Deposits	(4,731.20)
TOTAL						(4,731.20)
86366	08/26/15	CHEVRON & TEXACO BUSINESS CARD S...	CHEVRON & TEXA...	789-819-058-7	1000101 · Operating Cash 10	
624836	08/21/15		CHEVRON & TEXA...	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(351.78)
			CHEVRON & TEXA...	VEHICLE FUEL	2531307 · Vehicle Oper & Mainten...	(128.78)
			CHEVRON & TEXA...	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(350.60)
			CHEVRON & TEXA...	VEHICLE FUEL	2361307 · Vehicle Oper/Maintena...	(272.09)
			CHEVRON & TEXA...	VEHICLE FUEL	4868308 · Supplies & Materials 68	(38.68)
TOTAL						(1,141.93)
86367	08/26/15	COAST OFFICE TECHNOLOGY	COAST OFFICE TE...	INVOICE #4960	1000101 · Operating Cash 10	
4960	08/01/15		COAST OFFICE TE...	COMPUTER MAINTENANCE	1018220 · System Administration	(2,991.00)
TOTAL						(2,991.00)
86368	08/26/15	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
46199	07/23/15		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(59.50)
46181	07/27/15		COASTAL VIEW NE...	MEETING NOTICE	1011303 · Printing & Advertising 11	(132.00)
46189	07/27/15		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(179.20)
46188	07/27/15		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(187.60)
46272	08/20/15		COASTAL VIEW NE...	PET ADS	1047213 · Animal Sheltering	(80.00)
46280	08/20/15		COASTAL VIEW NE...	LEGAL NOTICES	1011303 · Printing & Advertising 11	(115.50)
TOTAL						(753.80)
86369	08/26/15	DRAKE HAGLAN & ASSOCIATES, INC.	DRAKE HAGLAN &...	INVOICE #12034-35	1000101 · Operating Cash 10	
12034-35	08/12/15	15016	DRAKE HAGLAN & ...	HBR GRANT	2000261 · Deferred Revenue 20	(5,816.81)
		15016	DRAKE HAGLAN & ...	HBR GRANT	2079614 · FHWA HBR 20	(5,816.82)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERC...	3100232 · DIF Highway Interchange	(753.64)
		15016	DRAKE HAGLAN & ...	DIF PROGRAM HIGHWAY BRIDGES & INTERC...	3179616 · FHWA HBR 31	(753.64)
TOTAL						(13,140.91)
86370	08/26/15	HD SUPPLY FACILITIES MAINTENANCE LTD	HD SUPPLY FACILI...	INVOICE #9139176030	1000101 · Operating Cash 10	
9139176030	07/27/15		HD SUPPLY FACILI...	CITY HALL	1013224 · Interior Maintenance	(68.56)
			HD SUPPLY FACILI...	PW SHOP	3332308 · Supplies & Materials 32	(63.66)
TOTAL						(132.22)
86371	08/26/15	KOEPENICK, GABRIELLE	KOEPENICK, GAB...	REIMBURSEMENT	1000101 · Operating Cash 10	

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REIMBURS...	08/22/15		KOEPENICK, GABR...	REIMBURSEMENT	4867308 · Supplies & Materials 67	(131.87)
TOTAL						(131.87)
86372	08/26/15	METLIFE - GROUP BENEFITS	METLIFE - GROUP ...	AUGUST 2015 DENTAL	1000101 · Operating Cash 10	
AUG 2015 ...	08/16/15		METLIFE - GROUP ...	AUG 2015 DENTAL	1051194 · Wellness 51	(472.72)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1011194 · Wellness 11	(179.42)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1012194 · Wellness 12	(193.28)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1013194 · Wellness 13	(193.28)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1014194 · Wellness 14	(386.56)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1016194 · Wellness 16	(58.03)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1030194 · Wellness 30	(548.91)
			METLIFE - GROUP ...	AUG 2015 DENTAL	2531194 · Wellness 31	(579.84)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1041194 · Wellness 41	(562.77)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1042194 · Wellness 42	(193.28)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1069194 · Wellness 69	(251.31)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1022194 · Wellness 22	(237.45)
			METLIFE - GROUP ...	AUG 2015 DENTAL	3332194 · Wellness 32	(311.46)
			METLIFE - GROUP ...	AUG 2015 DENTAL	1044194 · Wellness 44	(193.28)
			METLIFE - GROUP ...	AUG 2015 DENTAL	2361194 · Wellness 61	(193.28)
			METLIFE - GROUP ...	AUG 2015 DENTAL	4868194 · Wellness 68	(116.06)
TOTAL						(4,670.93)
86373	08/26/15	PROFESSIONAL WASH CENTER	PROFESSIONAL W...		1000101 · Operating Cash 10	
8506	08/04/15		PROFESSIONAL W...	DOWNTOWN BANNERS	3845222 · Marketing/Project Carpi...	(31.25)
8510	08/13/15		PROFESSIONAL W...	DOWNTOWN BANNERS	3845222 · Marketing/Project Carpi...	(18.75)
TOTAL						(50.00)
86374	08/26/15	ROCKWELL PRINTING	ROCKWELL PRINT...	INVOICE #26770	1000101 · Operating Cash 10	
26770	08/21/15		ROCKWELL PRINTI...	50TH ANNIVERSARY ENVELOPES	1013308 · Supplies & Materials 13	(392.86)
			ROCKWELL PRINTI...	50TH ANNIVERSARY ENVELOPES	1051310 · Public Relations 51	(195.53)
TOTAL						(588.39)
86375	08/26/15	SANSUM CLINIC	SANSUM CLINIC	INVOICE 115265-001	1000101 · Operating Cash 10	
115265-001	08/13/15		SANSUM CLINIC	GOCHA	1016320 · Pre-placement Health S...	(289.00)
TOTAL						(289.00)
86376	08/26/15	SANTA BARBARA COUNTY, SHERIFF'S D...	SANTA BARBARA ...		1000101 · Operating Cash 10	
16-024	07/29/15		SANTA BARBARA ...	SHERIFF OVERTIME	1021215 · Sheriff's Overtime	(1,402.24)
16-027	07/29/15		SANTA BARBARA ...	AUGUST CONTRACT SERVICES	1021214 · SB County Sheriff	(276,199.42)
			SANTA BARBARA ...	AUGUST CONTRACT SERVICES	1000150 · COPS Grant Receivable	(8,333.33)
			SANTA BARBARA ...	AUGUST CONTRACT SERVICES	1121214 · SB County Sheriff 11	(1,303.25)
TOTAL						(287,238.24)
86377	08/26/15	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...	INVOICE #64566	1000101 · Operating Cash 10	

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64566	08/05/15		SANTA BARBARA ...	RODENT CONTROL	3332223 · Chemical Treatment	(380.00)
TOTAL						(380.00)
86378	08/26/15	STAPLES ADVANTAGE	STAPLES ADVANT...	Memo:CHECK 86378	1000101 · Operating Cash 10	
3273237081	07/31/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(280.81)
3273237083	07/31/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(37.47)
TOTAL						(318.28)
86379	08/26/15	STEWART'S DE-ROOTING & PLUMBING	STEWART'S DE-R...	INVOICE 42385	1000101 · Operating Cash 10	
42385	07/23/15		STEWART'S DE-R...	SEAL FOUNTAIN	3332221 · Miscellaneous Contract...	(179.00)
TOTAL						(179.00)
86380	08/26/15	T. MORENO TILE COMPANY	T. MORENO TILE C...	WALL REPAIR CITY HALL	1000101 · Operating Cash 10	
94050.00	07/28/15		T. MORENO TILE C...	WALL REPAIR CITY HALL	1013224 · Interior Maintenance	(914.50)
TOTAL						(914.50)
86381	08/26/15	TRANSAMERICA EMPLOYEE BENEFITS	TRANSAMERICA E...	GROUP ID#G000026466	1000101 · Operating Cash 10	
AUGUST 20...	08/31/15		TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1016194 · Wellness 16	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(56.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1041194 · Wellness 41	(36.45)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1051194 · Wellness 51	(33.12)
			TRANSAMERICA E...	AUG 2015 WELLNESS	4868194 · Wellness 68	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1011194 · Wellness 11	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(40.68)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1012194 · Wellness 12	(33.12)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1022194 · Wellness 22	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1042194 · Wellness 42	(99.37)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1041194 · Wellness 41	(87.43)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1041194 · Wellness 41	(33.12)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1022194 · Wellness 22	(72.48)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1012194 · Wellness 12	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1042194 · Wellness 42	(67.40)
			TRANSAMERICA E...	AUG 2015 WELLNESS	2531194 · Wellness 31	(109.37)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1030194 · Wellness 30	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	2531194 · Wellness 31	(67.40)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1011194 · Wellness 11	(35.70)
			TRANSAMERICA E...	AUG 2015 WELLNESS	1022194 · Wellness 22	(18.75)
			TRANSAMERICA E...	AUG 2015 WELLNESS	4868194 · Wellness 68	(18.75)
TOTAL						(1,008.94)
86382	08/26/15	US BANK TRUST N.A.	US BANK TRUST N...	VOID: Account 95462880	1000101 · Operating Cash 10	
TOTAL						0.00

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86383	08/26/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711121344992803	1000101 · Operating Cash 10	
0117111213...	08/07/15		VERIZON CALIFOR...	BEACH STORE	2862301 · Telephone 62	(193.02)
TOTAL						(193.02)
86384	08/26/15	VERIZON WIRELESS	VERIZON WIRELESS	INVOICE #9750335502	1000101 · Operating Cash 10	
9750335502	08/09/15		VERIZON WIRELESS	CELL PHONE - BUILDING INSPECTOR	1042308 · Supplies & Materials 42	(114.36)
TOTAL						(114.36)
86385	08/26/15	VULCAN MATERIALS COMPANY	VULCAN MATERIA...	INVOICE 70859599	1000101 · Operating Cash 10	
70859599	08/12/15		VULCAN MATERIA...	COLD MIX	2531220 · Street Maintenance 31	(553.75)
TOTAL						(553.75)
86386	08/26/15	WEST GROUP	WEST GROUP	565-139-500	1000101 · Operating Cash 10	
0832085182	07/01/15		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(132.68)
832269995	08/01/15		WEST GROUP	SUBSCRIPTION PRODUCT CHARGES	1051305 · Dues & Subscriptions 51	(132.68)
TOTAL						(265.36)
86387	08/26/15	A-OK POWER EQUIPMENT	A-OK POWER EQU...		1000101 · Operating Cash 10	
115219	08/03/15		A-OK POWER EQU...	SHOP SUPPLIES	2531307 · Vehicle Oper & Mainten...	(3.24)
115740	08/05/15		A-OK POWER EQU...	SHOP SUPPLIES	3332308 · Supplies & Materials 32	(11.83)
115774	08/05/15		A-OK POWER EQU...	SHOP SUPPLIES	2531307 · Vehicle Oper & Mainten...	(2.05)
TOTAL						(17.12)
86388	08/26/15	AFLAC	AFLAC	INVOICE #377304	1000101 · Operating Cash 10	
377304	08/12/15		AFLAC	WELLNESS - AUGUST	2361194 · Wellness 61	(48.80)
			AFLAC	WELLNESS - AUGUST	1016194 · Wellness 16	(64.30)
			AFLAC	WELLNESS - AUGUST	1041194 · Wellness 41	(24.10)
			AFLAC	WELLNESS - AUGUST	1051194 · Wellness 51	(43.30)
			AFLAC	WELLNESS - AUGUST	1012194 · Wellness 12	(62.60)
			AFLAC	WELLNESS - AUGUST	1030194 · Wellness 30	(43.30)
			AFLAC	WELLNESS - AUGUST	1022194 · Wellness 22	(23.60)
			AFLAC	WELLNESS - AUGUST	1042194 · Wellness 42	(100.76)
			AFLAC	WELLNESS - AUGUST	1041194 · Wellness 41	(32.20)
			AFLAC	WELLNESS - AUGUST	1022194 · Wellness 22	(35.10)
			AFLAC	WELLNESS - AUGUST	2531194 · Wellness 31	(48.80)
			AFLAC	WELLNESS - AUGUST	1042194 · Wellness 42	(63.10)
			AFLAC	WELLNESS - AUGUST	1030194 · Wellness 30	(29.60)
			AFLAC	WELLNESS - AUGUST	2531194 · Wellness 31	(52.10)
			AFLAC	WELLNESS - AUGUST	3332194 · Wellness 32	(106.80)
			AFLAC	WELLNESS - AUGUST	1069194 · Wellness 69	(56.96)
			AFLAC	WELLNESS - AUGUST	1014194 · Wellness 14	(50.31)
			AFLAC	WELLNESS - AUGUST	1069194 · Wellness 69	(69.70)
			AFLAC	WELLNESS - AUGUST	1051194 · Wellness 51	(32.20)
			AFLAC	WELLNESS - AUGUST	2531194 · Wellness 31	(48.80)

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TOTAL						(1,036.43)
86389	08/26/15	ARYA ICE CREAM	ARYA ICE CREAM	4215080701	1000101 · Operating Cash 10	
4215080701	08/04/15		ARYA ICE CREAM	POOL RESALE ITEMS	4866350 · Supplies for Resale	(250.56)
TOTAL						(250.56)
86390	08/26/15	LAWSON PRODUCTS INC	LAWSON PRODUC...	9303463694	1000101 · Operating Cash 10	
9303463694	08/05/15		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	2531308 · Supplies & Materials 31	(336.79)
TOTAL						(336.79)
86391	08/26/15	PORT SUPPLY	PORT SUPPLY	INVOICE #2536333	1000101 · Operating Cash 10	
2536333	08/04/15		PORT SUPPLY	BEACHES	2862308 · Supplies & Materials 62	(287.76)
TOTAL						(287.76)
86392	08/26/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3273971060	08/05/15		STAPLES ADVANT...	PARKS	2361221 · Miscellaneous Contracts	(186.20)
			STAPLES ADVANT...	PW SUPPLIES	2531308 · Supplies & Materials 31	(93.10)
			STAPLES ADVANT...	VETS HALL	4865309 · Misc Operating Expens...	(60.28)
			STAPLES ADVANT...	PARKS	2361221 · Miscellaneous Contracts	(60.26)
3274037085	08/06/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(203.02)
3274037083	08/06/15		STAPLES ADVANT...	OFFICE SUPPLIES	1016308 · Supplies & Materials 16	(200.49)
TOTAL						(803.35)
86393	08/26/15	STATEWIDE SAFETY & SIGNS INC	STATEWIDE SAFE...	03001594	1000101 · Operating Cash 10	
03001594	08/05/15		STATEWIDE SAFE...	PW YARD	2531308 · Supplies & Materials 31	(151.74)
TOTAL						(151.74)
86394	08/26/15	THE PUN GROUP	THE PUN GROUP	INVOICE #2015-0149	1000101 · Operating Cash 10	
2015-0149	07/02/15		THE PUN GROUP	INTERNAL AUDIT 2015	1014228 · Accounting Services	(2,760.00)
TOTAL						(2,760.00)
86395	08/26/15	TRI-CO BLUE PRINT & SUPPLY	TRI-CO BLUE PRIN...	28833	1000101 · Operating Cash 10	
28833	08/04/15		TRI-CO BLUE PRIN...	SCANNING	2734223 · Civil Engineering Retai...	(116.40)
TOTAL						(116.40)
86396	08/26/15	WALLYS WORLD OF LOCKS LLC	WALLYS WORLD ...	INVOICE #4225	1000101 · Operating Cash 10	
4225	08/06/15		WALLYS WORLD O...	CIVIC CENTER	1013224 · Interior Maintenance	(113.40)
			WALLYS WORLD O...	PW SHOP	2531308 · Supplies & Materials 31	(206.71)
TOTAL						(320.11)

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86398	08/26/15	CALIFORNIA HIGHWAY PATROL	CALIFORNIA HIGH...	2015 TRIATHLON CONTROL	1000101 · Operating Cash 10	
2015 TRIAT...	08/26/15		CALIFORNIA HIGH...	TRIATHLON TRAFFIC CONTROL 2015	4863300 · Triathlon Expense	(3,089.70)
TOTAL						(3,089.70)
86399	08/27/15	COUNTY OF SANTA BARBARA - PUBLIC ...	COUNTY OF SANT...	2015 TRIATHLON ROW USE FEE	1000101 · Operating Cash 10	
2015 TRIAT...	08/07/15		COUNTY OF SANT...	CARPINTERIA TRIATHLON ROW USE FEE	4863300 · Triathlon Expense	(120.00)
TOTAL						(120.00)
86400	09/02/15	A T & T MOBILITY	A T & T MOBILITY	ACCOUNT 337015224648	1000101 · Operating Cash 10	
3370152246...	08/23/15		A T & T MOBILITY	PW SUPERVISOR	2531301 · Telephone 31	(56.48)
			A T & T MOBILITY	PW CREW	1013308 · Supplies & Materials 13	(43.98)
			A T & T MOBILITY	PW CREW	3332308 · Supplies & Materials 32	(98.24)
			A T & T MOBILITY	PW CREW	2531308 · Supplies & Materials 31	(18.24)
TOTAL						(216.94)
86401	09/02/15	ACCESS CONTROL SECURITY, INC.	ACCESS CONTRO...	INVOICE 0021995	1000101 · Operating Cash 10	
0021995	08/25/15		ACCESS CONTRO...	VETS HALL SECURITY	4848352 · VETS HALL RENTALS	(318.40)
TOTAL						(318.40)
86402	09/02/15	AG ENT INC	AG ENT INC		1000101 · Operating Cash 10	
15068	08/06/15		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
15115	08/17/15		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(108.06)
TOTAL						(153.06)
86403	09/02/15	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...		1000101 · Operating Cash 10	
S1808668.0...	07/01/15		ALL AROUND LAN...	HOLLY TOWER	2862308 · Supplies & Materials 62	(228.45)
S1818888.0...	07/31/15		ALL AROUND LAN...	BEACHES	2862308 · Supplies & Materials 62	(3.43)
TOTAL						(231.88)
86404	09/02/15	ALLIANT INSURANCE SERVICES	ALLIANT INSURAN...	POLICY NO. SEP41017	1000101 · Operating Cash 10	
SEP41017	08/27/15		ALLIANT INSURAN...	TRIATHLON 2015	1000152 · Deposits	(685.00)
TOTAL						(685.00)
86405	09/02/15	ATT	ATT	ACCOUNT 030-149-5366-001	1000101 · Operating Cash 10	
0301495366...	08/19/15		ATT	CIVIC CENTER	1013301 · Telephone 13	(1,180.61)
			ATT	PW	2531301 · Telephone 31	(52.64)
			ATT	BEACH	2862301 · Telephone 62	(191.76)
			ATT	POOL	4866301 · Telephone 66	(210.55)
TOTAL						(1,635.56)

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86406	09/02/15	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...	463382	1000101 · Operating Cash 10	
463382	08/01/15		BIG GREEN CLEAN...	SEASIDE BUILDING	4865309 · Misc Operating Expens...	(177.00)
TOTAL						(177.00)
86407	09/02/15	CARAWAN ARCHITECTURE	CARAWAN ARCHI...	HOTEL PROPOSAL PROJECT	1000101 · Operating Cash 10	
HOTEL PR...	07/01/15		CARAWAN ARCHIT...	PROPOSED HOTEL PROJECT	3179622 · Pool Improvements Exp...	(2,808.59)
TOTAL						(2,808.59)
86408	09/02/15	CARPINTERIA GLASS COMPANY	CARPINTERIA GLA...	INVOICE 30471	1000101 · Operating Cash 10	
30471	08/06/15		CARPINTERIA GLA...	TOWERS	2862308 · Supplies & Materials 62	(184.40)
TOTAL						(184.40)
86409	09/02/15	CEB	CEB	INVOICE #10418660	1000101 · Operating Cash 10	
10418660	08/18/15		CEB	LAW HANDBOOKS	1051305 · Dues & Subscriptions 51	(378.85)
TOTAL						(378.85)
86410	09/02/15	COASTAL VIEW NEWS	COASTAL VIEW N...		1000101 · Operating Cash 10	
45504	07/01/15		COASTAL VIEW NE...	SUMMER ACTIVITY GUIDE	2862308 · Supplies & Materials 62	(550.00)
46308	08/28/15		COASTAL VIEW NE...	PET ADS	1047303 · Printing & Advertising 47	(40.00)
TOTAL						(590.00)
86411	09/02/15	DEPARTMENT OF CONSUMER AFFAIRS	DEPARTMENT OF ...	CERTIFICATE 78172 RENEWAL - MAECHLER	1000101 · Operating Cash 10	
78172 REN...	08/17/15		DEPARTMENT OF ...	CERTIFICATE 78172 RENEWAL - MAECHLER	1030305 · Dues & Subscriptions 30	(115.00)
TOTAL						(115.00)
86412	09/02/15	DURFLINGER, DAVID	DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT	1000101 · Operating Cash 10	
	09/01/15		DURFLINGER, DAV...	CELL PHONE REIMBURSEMENT	1012308 · Supplies & Materials 12	(65.00)
TOTAL						(65.00)
86413	09/02/15	EASY LIFT TRANSPORTATION	EASY LIFT TRANS...	INVOICE 6279	1000101 · Operating Cash 10	
	09/01/15		EASY LIFT TRANS...	CLAIM PER CONTRACT FOR AUGUST	2734221 · Easy Lift/CART 27	(1,000.00)
TOTAL						(1,000.00)
86414	09/02/15	GRAINGER	GRAINGER	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00

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86415	09/02/15	HD SUPPLY FACILITIES MAINTENANCE LTD	HD SUPPLY FACILI...		1000101 · Operating Cash 10	
9139032745	07/21/15		HD SUPPLY FACILI...	TOWERS	2862308 · Supplies & Materials 62	(245.16)
9139423408	08/05/15		HD SUPPLY FACILI...	PW SHOP	3332308 · Supplies & Materials 32	(49.66)
TOTAL						(294.82)
86416	09/02/15	JFM WEB DESIGN	JFM WEB DESIGN	INVOICE 15155	1000101 · Operating Cash 10	
15155	08/25/15		JFM WEB DESIGN	QUARTERLY BASIC HOSTING TRIATHLON 2015	4863300 · Triathlon Expense	(41.85)
TOTAL						(41.85)
86417	09/02/15	JOHNSON OUTDOORS INC	JOHNSON OUTDO...	4708833	1000101 · Operating Cash 10	
4708833	07/01/15		JOHNSON OUTDO...	DBAW GRANT	2000261 · Deferred Revenue 20	(1,264.00)
TOTAL						(1,264.00)
86418	09/02/15	LEAGUE OF CA CITIES	LEAGUE OF CA CI...	CHANNEL COUNTIES DIVISION - FRED SHAW	1000101 · Operating Cash 10	
REGISTRA...	08/25/15		LEAGUE OF CA CI...	CHANNEL COUNTIES DIVISION - SHAW	1051306 · Meetings & Travel 51	(20.00)
TOTAL						(20.00)
86419	09/02/15	LINCOLN FINANCIAL GROUP	LINCOLN FINANCI...	SEPTEMBER 2015 BILIING	1000101 · Operating Cash 10	
SEPT 2015 ...	08/27/15		LINCOLN FINANCIA...	SEPTEMBER 2015	1051191 · Life Insurance Premium...	(71.94)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1011191 · Life Insurance Premium...	(107.68)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1012191 · Life Insurance Premium...	(76.22)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1013191 · Life Insurance Premium...	(34.68)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1014191 · Life Insurance Premium...	(229.66)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1016191 · Life Insurance Premium...	(177.46)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1030191 · Life Insurance Premium...	(306.72)
			LINCOLN FINANCIA...	SEPTEMBER 2015	2531191 · Life Insurance Premium...	(195.74)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1041191 · Life Insurance Premium...	(407.41)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1042191 · Life Insurance Premium...	(200.61)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1069191 · Life Insurance Premium...	(195.16)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1022191 · Life Insurance Premium...	(138.51)
			LINCOLN FINANCIA...	SEPTEMBER 2015	3332191 · Life Insurance Premium...	(85.39)
			LINCOLN FINANCIA...	SEPTEMBER 2015	1044191 · Life Insurance Premium...	(112.40)
			LINCOLN FINANCIA...	SEPTEMBER 2015	2361191 · Life Insurance Premium...	(61.33)
			LINCOLN FINANCIA...	SEPTEMBER 2015	4868191 · Life Insurance Premium...	(70.26)
TOTAL						(2,471.17)
86420	09/02/15	MARQUEZ, ARACELI	MARQUEZ, ARACELI	VETS HALL DEPOSIT REFUND	1000101 · Operating Cash 10	
VETS HALL...	09/01/15		MARQUEZ, ARACELI	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depo...	(300.00)
TOTAL						(300.00)
86421	09/02/15	MONTGOMERY HARDWARE CO	MONTGOMERY HA...	INVOICE #200581 DS	1000101 · Operating Cash 10	
200581 DS	07/14/15		MONTGOMERY HA...	LIFEGUARD TOWER	2862308 · Supplies & Materials 62	(167.54)

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Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(167.54)
86422	09/02/15	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 064730	1000101 · Operating Cash 10	
064730	07/29/15		PACIFIC PLUMBIN...	EL CARRO	2361221 · Miscellaneous Contracts	(248.03)
TOTAL						(248.03)
86423	09/02/15	PORT SUPPLY	PORT SUPPLY	INVOICE #001016	1000101 · Operating Cash 10	
001016	07/13/15		PORT SUPPLY	GUARD BOAT	2862308 · Supplies & Materials 62	(40.06)
TOTAL						(40.06)
86424	09/02/15	ROBERT BROWN ENGINEERS	ROBERT BROWN ...	INVOICE #237-4087	1000101 · Operating Cash 10	
237-4087	07/08/15		ROBERT BROWN ...	PROJ 11494	1000251 · Development Deposits	(483.00)
TOTAL						(483.00)
86425	09/02/15	SALINAS, ANABEL*	SALINAS, ANABEL*	VETS HALL REFUND	1000101 · Operating Cash 10	
VETS HALL...	09/01/15		SALINAS, ANABEL*	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depo...	(250.00)
TOTAL						(250.00)
86426	09/02/15	SANTA BARBARA COUNTY, PUBLIC WOR...	SANTA BARBARA ...	IRWMP THRU 07/31/15	1000101 · Operating Cash 10	
IRWMP TH...	07/27/15		SANTA BARBARA ...	IRWMP THROUGH 07/31/15	1072217 · WM Program Implemen...	(325.00)
TOTAL						(325.00)
86427	09/02/15	SANTA BARBARA PEST CONTROL	SANTA BARBARA ...	INVOICE #63266	1000101 · Operating Cash 10	
63266	07/28/15		SANTA BARBARA ...	PROJ 4865	1000251 · Development Deposits	(83.75)
			SANTA BARBARA ...	VETS HALL	4865309 · Misc Operating Expens...	(41.25)
TOTAL						(125.00)
86428	09/02/15	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	INVOICE AS08151169	1000101 · Operating Cash 10	
AS08151169	08/01/15		SATCOM GLOBAL ...	IRIDIUM TRADE-UP	1024215 · Disaster Preparedness	(42.75)
TOTAL						(42.75)
86429	09/02/15	SCHLEIBLAUER, KIKI	SCHLEIBLAUER, K...	POOL PROGRAM REFUND	1000101 · Operating Cash 10	
POOL REF...	08/24/15		SCHLEIBLAUER, KIKI	POOL REFUND	4848413 · SWIM TEAM TUITIONS	(65.00)
TOTAL						(65.00)
86430	09/02/15	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
2-27-939-99...	08/22/15		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(24.24)

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Num	Date	Name	Source Name	Memo	Account	Paid Amount
2-25-126-20...	08/22/15		SO CA EDISON	VIOLA FIELDS	2361313 · Utility - Electric 23	(34.26)
TOTAL						(58.50)
86431	09/02/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3274037087	08/06/15		STAPLES ADVANT...	CITY HALL	1013224 · Interior Maintenance	(90.76)
3274110289	08/07/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(56.63)
TOTAL						(147.39)
86432	09/02/15	US BANK TRUST N.A.	US BANK TRUST N...	VOID: Account 95462880	1000101 · Operating Cash 10	
TOTAL						0.00
86433	09/02/15	WALLYS WORLD OF LOCKS LLC	WALLYS WORLD ...	INVOICE #4226	1000101 · Operating Cash 10	
4226	08/07/15		WALLYS WORLD O...	COUNCIL CHAMBERS	1013224 · Interior Maintenance	(33.64)
TOTAL						(33.64)
86434	09/02/15	WEST COAST ARBORIST INC	WEST COAST ARB...	INVOICE 108159	1000101 · Operating Cash 10	
108159	08/15/15		WEST COAST ARB...	TREE MAINTENANCE	2732220 · Public Tree Maintenanc...	(1,583.08)
TOTAL						(1,583.08)
86435	09/02/15	WINSOR FIREFORM LLC	WINSOR FIREFOR...	INVOICE 9814	1000101 · Operating Cash 10	
9814	07/23/15		WINSOR FIREFOR...	PARK IMPROVEMENT DIF	3179622 · Pool Improvements Exp...	(492.00)
TOTAL						(492.00)
86436	09/02/15	WIP COMMUNICATIONS, INC	WIP COMMUNICAT...	244586	1000101 · Operating Cash 10	
244586	08/17/15		WIP COMMUNICAT...	PHONE SYSTEM INSTALLATION	1070417 · Computer Hardware	(420.00)
TOTAL						(420.00)
86437	09/02/15	ALL AROUND LANDSCAPE SUPPLY	ALL AROUND LAN...		1000101 · Operating Cash 10	
S1820806.0...	08/11/15		ALL AROUND LAN...	CITY HALL	1013225 · Grounds Maintenance	(86.36)
S1820834.0...	08/11/15		ALL AROUND LAN...	EL CARRO	2361221 · Miscellaneous Contracts	(10.37)
S1821541.0...	08/13/15		ALL AROUND LAN...	SHOP	2531308 · Supplies & Materials 31	(9.54)
TOTAL						(106.27)
86438	09/02/15	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
464169	08/12/15		BIG GREEN CLEAN...	ASH AVE	2861225 · Marsh Park Maintenance	(118.90)
			BIG GREEN CLEAN...	ROW	3332221 · Miscellaneous Contract...	(237.70)
			BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(475.40)
464156	08/12/15		BIG GREEN CLEAN...	VETS HALL	4865309 · Misc Operating Expens...	(60.00)
464151	08/12/15		BIG GREEN CLEAN...	VETS HALL	4865309 · Misc Operating Expens...	(65.00)

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Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(957.00)
86439	09/02/15	JOBS AVAILABLE INC	JOBS AVAILABLE I...	INVOICE 1517012	1000101 · Operating Cash 10	
1517012	08/11/15		JOBS AVAILABLE I...	EMPLOYMENT AD - DISPLAY ADVERTISING	1016303 · Recruitment Advertising	(721.50)
TOTAL						(721.50)
86440	09/02/15	PACIFIC PLUMBING SPECIALITIES	PACIFIC PLUMBIN...	INVOICE 064771	1000101 · Operating Cash 10	
064771	08/11/15		PACIFIC PLUMBIN...	ASH AVE	2361221 · Miscellaneous Contracts	(246.59)
			PACIFIC PLUMBIN...	ASH AVE	2862308 · Supplies & Materials 62	(246.59)
TOTAL						(493.18)
86441	09/02/15	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
2-00-378-20...	08/26/15		SO CA EDISON	CIVIC CENTER	1013313 · Utility - Electric 13	(3,417.16)
			SO CA EDISON	ROW	3332313 · Utility - Electric 32	(43.92)
			SO CA EDISON	PARKING	3332313 · Utility - Electric 32	(174.33)
			SO CA EDISON	PARKS	2361313 · Utility - Electric 23	(573.40)
			SO CA EDISON	POOL	4866313 · Utility - Electric 66	(1,589.52)
			SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(481.45)
			SO CA EDISON	BIKEWAYS	2923225 · Public Right of Way Lig...	(63.02)
			SO CA EDISON	PROJ 4836	1000251 · Development Deposits	(1,497.56)
2-17-070-74...	08/28/15		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(56.57)
2-22-684-64...	08/28/15		SO CA EDISON	STREET LIGHTING	2923220 · Street Lighting	(28.91)
2-32-832-75...	08/28/15		SO CA EDISON	PROJ 4865	1000251 · Development Deposits	(1,249.57)
			SO CA EDISON	VETS HALL	4865309 · Misc Operating Expens...	(615.45)
2-30-652-42...	08/28/15		SO CA EDISON	SEASIDE	4865309 · Misc Operating Expens...	(93.78)
2-14-791-58...	08/28/15		SO CA EDISON	ASH AVE	2923220 · Street Lighting	(141.74)
2-19-146-82...	08/28/15		SO CA EDISON	9TH ST BTHRM	2923220 · Street Lighting	(39.99)
TOTAL						(10,066.37)
86442	09/02/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3274563740	08/13/15		STAPLES ADVANT...	VETS HALL	4865309 · Misc Operating Expens...	(36.82)
			STAPLES ADVANT...	PARKS	2361221 · Miscellaneous Contracts	(186.20)
			STAPLES ADVANT...	PW	2531308 · Supplies & Materials 31	(93.09)
3274563744	08/13/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(109.17)
3274563743	08/13/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(198.11)
3274563741	08/13/15		STAPLES ADVANT...	POOL OFFICE SUPPLIES	4866308 · Supplies & Materials 66	(55.87)
TOTAL						(679.26)
86443	09/02/15	VENCO POWER SWEEPING INC	VENCO POWER S...	INVOICE 0045191-IN	1000101 · Operating Cash 10	
	08/15/15		VENCO POWER S...	STREET SWEEPING SERVICE	2531227 · Street Sweeping	(3,318.60)
TOTAL						(3,318.60)
86444	09/02/15	VERIZON CALIFORNIA	VERIZON CALIFOR...	011711126512506601	1000101 · Operating Cash 10	
0117111265...	08/22/15		VERIZON CALIFOR...	OUTSIDE PD	1013301 · Telephone 13	(88.95)

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Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(88.95)
86445	09/02/15	WATER GEAR INC	WATER GEAR INC	VOID: INVOICE 00245220	1000101 · Operating Cash 10	
TOTAL						0.00
86446	09/02/15	EDD-SDI	EDD-SDI	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
86447	09/02/15	EDD-SIT	EDD-SIT	VOID:	1000101 · Operating Cash 10	
TOTAL						0.00
86448	09/02/15	SEUI LOCAL 620	SEUI LOCAL 620		1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		SEUI LOCAL 620	PAYROLL 09-03-15	1000229 · SEIU Local 620	(172.31)
PAYROLL 0...	08/03/15		SEUI LOCAL 620	PAYROLL 08-20-15	1000229 · SEIU Local 620	(172.31)
TOTAL						(344.62)
86449	09/02/15	T. ROWE PRICE	T. ROWE PRICE		1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		T. ROWE PRICE	PAYROLL 09-03-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
PAYROLL 0...	08/03/15		T. ROWE PRICE	PAYROLL 08-20-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(100.00)
86450	09/02/15	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...		1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		UNITED WAY OF S...	PAYROLL 09-03-15	1000224 · United Way Payable	(24.00)
PAYROLL 0...	08/03/15		UNITED WAY OF S...	PAYROLL 08-20-15	1000224 · United Way Payable	(24.00)
TOTAL						(48.00)
86451	09/02/15	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...		1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		VANTAGEPOINT T...	PAYROLL 09-03-15	1000105 · ICMA Cash	(1,100.00)
PAYROLL 0...	08/03/15		VANTAGEPOINT T...	PAYROLL 08-20-15	1000105 · ICMA Cash	(1,100.00)
TOTAL						(2,200.00)
86452	09/02/15	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...		1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		CALIFORNIA STAT...	PAYROLL WITHHOLDING 09-03-15	1000105 · ICMA Cash	(330.46)
PAYROLL 0...	08/03/15		CALIFORNIA STAT...	PAYROLL WITHHOLDING 08-20-15	1000105 · ICMA Cash	(330.46)
TOTAL						(660.92)
86453	09/02/15	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	

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Num	Date	Name	Source Name	Memo	Account	Paid Amount
PAYROLL 0...	08/03/15		EDD-SDI	PAYROLL 09-03-15	1000223 · SDI Withheld 10	(815.61)
TOTAL						(815.61)
86454	09/02/15	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		EDD-SIT	PAYROLL 09-03-15	1000221 · SIT Withheld 10	(3,867.63)
TOTAL						(3,867.63)
86455	09/02/15	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		EDD-SDI	PAYROLL 08-20-15	1000223 · SDI Withheld 10	(947.53)
TOTAL						(947.53)
86456	09/02/15	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
PAYROLL 0...	08/03/15		EDD-SIT	PAYROLL 08-20-15	1000221 · SIT Withheld 10	(4,284.85)
TOTAL						(4,284.85)
TOTAL						\$778,192.28

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, August 10, 2015**

CALL TO ORDER

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

ROLL CALL

Councilmember Al Clark, Councilmember Wade Nomura, Councilmember J. Bradley Stein, and Vice Mayor Fred Shaw were present.

City Manager Dave Durflinger, Peter Brown and Dylan Johnson on behalf of Brownstein Hyatt Farber Schreck LLP acting as City Attorney of the City of Carpinteria, and Parks and Recreation Director Matt Roberts, Community Development Director Jackie Campbell and Arlene Balmadrid were also present.

PUBLIC COMMENT ON CLOSED SESSION MATTER: None.

CLOSED SESSION

Mr. Brown announced the City Council would temporarily adjourn to a Closed Session for the purpose of the following two matters:

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

Property: A parcel approximately two miles in length and fifty feet in width, bisecting the area of the City's tidelands jurisdiction.

Negotiating Party/Property Owner: Venoco, Inc. and Ellwood Pipeline, Inc.

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

Under Negotiation: price and/or terms of payment.

2. Public Employees Performance Evaluation Government Code Section 54957

Title: City Manager, Dave Durflinger

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:33 p.m.

Mayor Carty was present at 4:33 p.m.

CALL BACK TO ORDER

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

CLOSED SESSION REPORT

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

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

Property: A parcel approximately two miles in length and fifty feet in width, bisecting the area of the City's tidelands jurisdiction

Negotiating Party/Property Owner: Venoco, Inc. and Ellwood Pipeline, Inc.

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

Under Negotiation: price and/or terms of payment.

2. Public Employees Performance Evaluation Government Code Section 54957 and title of employee reviewed was the City Manager, Dave Durflinger.

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

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 Durlinger, City Manager
Peter Brown, Dylan Johnson and Jena Shoaf, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria (arrived at 6:02 p.m.)
Fidela Garcia, City Clerk
Jackie Campbell, Community Development Director
Charlie W. Ebeling, Public Works Director
Brian C. Barrett, Management Analyst
Lt. Brad McVay, Sheriff's Department

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

3. Presentation of a Certificate of Commendation to Lt. Brad McVay on his retirement as Chief of Police Services for the City of Carpinteria.

Mayor Carty read the Certificate of Commendation into the record and presented it to Lt. Brad McVay. Lt. McVay thanked the Council for the recognition and opportunity to work for the City.

4. Drought Update Presentation by Charles Hamilton, Carpinteria Water District Director.

Carpinteria Water District Director Charles Hamilton distributed a handout titled Drought Update and proceeded to make his presentation. He reported that reduction goals have been met by all sectors, and gray water buckets are available at the Water District. He reviewed steps that will be taken if the drought continues and said we will know if the drought is over by late December or early January, at which time half of the rainy season will be over.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS – None.

CITY MANAGER'S REPORT

City Attorney Peter Brown announced that Dylan Johnson, a former member of the City's legal team, had returned to the Law Firm of Brownstein Hyatt Farber Schreck. Mr. Johnson stated that he was glad to be back and thankful for the opportunity to work for the City again.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Jason Rodriguez, owner of The Food Liaison at 1033 Casitas Pass Road, said his first cooking class sold out and tickets for future classes can be purchased at thefoodliason.com. He thanked the City for its support and Vice Mayor Fred Shaw for attending the grand opening.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

5. Minutes of the regular meeting held July 27, 2015.
6. Cancellation of the Regular City Council meeting of August 24, 2015.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve the Consent Calendar.

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

ADMINISTRATIVE MATTERS: None.

PUBLIC HEARINGS:

- 7 Annual Review of Fire Protection Mitigation Fee Program and Fee Adjustment

Recommendation: Approve and adopt Resolution No. 5569 updating the Fire Protection Mitigation Fee Schedule for Development, and approving and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Public Works Director Charles Ebeling introduced Management Analyst Brian Barrett who provided some opening remarks and noted minor corrections to the titles of the tables attached to the proposed resolution. Mr. Barrett introduced Fire Chief Jim Rampton who presented the staff report.

Mayor Carty opened the public hearing at 5:57.

There were no public comments.

Mayor Carty closed the public hearing at 5:57 p.m.

Motion by Councilmember Brad Stein, seconded by Vice Mayor Shaw, to adopt Resolution No. 5569, as read by title only, with the noted staff corrections.

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

8. Annual Review of the City's Development Impact Fee Program and Capital Improvement Plan

Recommendation: Adopt Resolution No. 5570, updating the City's Capital Improvement Plan and approving and accepting the Annual Report of the City's Development Impact Fee Program

Management Analyst Brian Barrett presented the staff report. He noted revisions to the proposed resolution made by the city attorney to Section 7 that the fees will automatically be updated upon release of the Caltrans Selected Highway Construction Price Index and Santa Barbara County Assessor's percentage change of the median price of a single family home in the County.

Mayor Carty opened the public hearing at 6:01 p.m.

There was no public comment.

Mayor Carty closed the public hearing at 6:01 p.m.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to approve Resolution No. 5570, as read by title only, with revision by the city attorney.

Upon voice vote, Councilmember Stein, Councilmember Clark, Councilmember Nomura, Vice Mayor Shaw and Mayor Carty were in favor. Motion Carried.

OTHER BUSINESS:

9. Initiation of Changes to City Regulations Concerning Short-term Residential Rental Use

Recommendation: Initiate amendment to the Carpinteria Municipal Code pertaining to short-term residential rental use.

City Manager Dave Durlinger began with an overview of how the presentation would be handled and proceeded to review the options in the staff report. Community Development Director Jackie Campbell followed with information on regulatory approaches as outlined in the staff report. She explained that the most common approaches are to limit the rentals to a geographic or zone district; limit the number or concentration of the rental uses in regions; and implement operational restrictions, such as limiting occupants and requiring an owner on-site, among other things. Attorney Jena Shoaf explained that police power can be applied to land use matters and to enforce the City's regulations with respect to short-term rentals. City Manager Dave

Durflinger then reviewed the available enforcement tools. He concluded the presentation with a review of the City Council's options and said staff was recommending amending the Carpinteria Municipal Code.

Theo Krake, owner of Paradise Retreats, said he was present to show how professional management companies of short-term rentals can enhance neighborhoods. He said that he has 20 people on payroll and hires local contractors. He spoke about how short-term rentals can be well-maintained in contrast to homes of long-term owners. He encouraged the City to manage the issue by abiding by "fair regulation" which the City of Goleta has adopted.

Jim Reginato disagreed with Theo Krake and spoke about his personal experiences living behind a short-term vacation rental. He said there is noise from early in the morning until late at night, and the rental sleeps up to 14 people. He said people on vacation do not care about the community, and the people making money are out-of-state, with the dollars going out. He expressed support for eliminating short-term rentals in all residential zones.

Stella Anderson, realtor and Carpinteria resident, identified herself as owner of a short-term rental. She said CC&Rs govern whether condominiums can have short-term rentals, with Creekwind the only development that allows them. She noted that companies such as Airbnb can be contacted if somebody has not behaved.

Denver Compton said he lives on the opposite side of Jim Reginato and gets the noise and up to 8 cars parked out front. He said he recalled when the house was built that one of the biggest issues before the ARB was how many cars could be parked on the street. He noted that 9 cars were parked on the street last night and there were 5 when he left his home to attend tonight's meeting. He commented that there are a lot of loopholes to the regulations, such as whether 32-34 days means a short-term rental is legal. He says the vacationers can be great or they can be a nightmare, and he does not see anything that will keep that from happening.

Stephanie St. Gal de Pars said she lives in a bungalow by the beach that will probably become a short-term rental. She spoke about the difficulty in finding housing and said she is not sure whether she can stay in Carpinteria. She said her friends are having similar issues.

Councilmember Stein spoke about his personal experiences with short-term rentals while he lived in the beach area. He noted that while some of the neighbors were good, others would make noise all night when he had to wake up at 4:00 a.m. to go to work, and RV's often parked on the streets. He said everyone buying real estate seems to have the intent of operating a short-term rental because it is so expensive here. He suggested either prohibiting the rentals or limiting them to a geographic area. He said he likes the idea of setting numerical limits.

Councilmember Clark agreed with Stein's comments. He said he does not want to see apartment dwellers evicted and units rented out to tourists. He expressed support for a ban of short-term rentals in single-family residential and multi-family districts, and perhaps allowing a beach zone overlay with a cap in that area.

Vice Mayor Shaw agreed with Stein and Clark's comments. He said the Beach Neighborhood and Downtown is an ideal place for short-term rentals but he has issues with them in single-family residential (SFR) neighborhoods, noting that neighbors are uncomfortable with unfamiliar people. He added that each time a home becomes a short-term rental; it is one less possibility for someone who wants to live/work here and one more commuter on the freeway. He also pointed out that the Beach Neighborhood has on-site managers, but the majority of homes in SFR neighborhoods are not professionally managed. He asked that SB 593 be looked at, which would force companies such as Airbnb to disclose to the City the location of short-term rentals. He expressed support for option 1B but with more refinement.

Councilmember Nomura said as a landscape contractor he has some experience with the issue and most of the problems occur in SFR areas. He said home stays should not be included. He noted the City's efforts to increase affordable housing will be impacted if we exceed what we have now (271 units). He questioned who would enforce the regulations and its cost. He said he thinks what we have now is working and suggested tightening it up, reiterating that going beyond what we have will impact the City greatly.

Mayor Carty said there is a need for the short term housing and it works well in the Beach Neighborhood. He said there are many SFR neighborhoods that should be preserved and protected. He said Option 1B is the best option, and the number of rentals in the Beach Neighborhood should be limited.

Councilmember Stein stated that some of the short-term rental projects in the downtown area have been beautiful, such as the one on 7th Street; however, it took away 6 houses. He noted that schools are diminishing. He said he supports the quantitative aspect in Option 1 and asked that we look at it for multi-family zoned units, as well.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to prepare a draft ordinance amending the Carpinteria Municipal Code as discussed, pertaining to short-term residential rental units.

City Manager Dave Durflinger repeated back to the Council the direction he had heard for the draft ordinance: Include a geographic restriction as reflected in Option 1B for Multi-Family zone only and prohibiting Single Family zones, restricting it down further to just the Downtown and Beach Neighborhoods, with a quantitative restriction on top of that (numerical limit), and separating home stays from vacation rentals.

Councilmember Clark said that he was not in favor of extending the short-term rentals in the Downtown area but was in favor of everything else. He stated that he is strongly in favor of protecting long-term rental housing.

City Manager Dave Durflinger explained how there are two approaches to address Clark's concern: geographic or quantitative restriction. A discussion followed, with Councilmember Stein stating that the motion would be amended to include staff bringing back quantitative numbers for capping the number of short-term rentals for the Council to analyze. The Council also directed that the home stays would be allowed in all residential zones, including single-family residential.

Upon request, City Manager Dave Durflinger re-stated the motion: Option 1B, limited to the Downtown and Beach Neighborhoods, with staff bringing back quantitative restrictions on numbers in both areas for the Council to consider. Home stays will be exempted from these regulations, allowing home stays in all residential zones.

Councilmember Nomura asked if regulatory policies would be included, and City Manager Dave Durflinger said that the motion did not include instructions to develop operational restrictions.

Councilmember Stein requested that his amended motion be amended to include the development of operational restrictions. Councilmember Nomura was in favor.

Councilmember Clark expressed concern about the costs of the enforcement effort and said it would be nice if revenues derived from the rentals would pay for them. City Manager Dave Durflinger said an analysis would be done of services provided, costs and fees, and the City Council could consider the information when the fee schedule is updated.

After discussion, it was agreed that City Manager Dave Durflinger would work on the ordinance as a draft, independent of the Zone Code update. Community Development Director Jackie Campbell agreed that completing the draft would be high priority.

Upon voice vote, Councilmember Stein, Councilmember Clark, Councilmember Nomura, Vice Mayor Shaw and Mayor Carty were in favor. Motion Carried.

10. Pavement Maintenance Project Street Selection Methodology and Authorization to Advertise Project No. 15078, Citywide Pavement Maintenance Project

Recommendation: Authorize Project No. 15068 – Citywide Pavement Maintenance Project with streets selected based on the refined approach (Approach 2) using the StreetSaver Pavement Management Program database and a newly completed field review by Pavement Engineering Incorporated.

Public Works Director Charles Ebeling presented the staff report with a PowerPoint presentation.

Joe Reary, representing Pavement Engineering, Inc., presented the Pavement Assessment Study for the City of Carpinteria.

No public comment.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to authorize the Department of Public Works to advertise Project No. 15068 - Citywide Pavement Maintenance Project, based on Approach 2 as discussed in the staff report.

Upon voice vote, Councilmember Stein, Councilmember Clark, Councilmember Nomura, Vice Mayor Shaw and Mayor Carty were in favor. Motion Carried.

11. An Update by the 50th Anniversary Committee on Community Events and Activities being Planned and Carried Out to Recognize and Celebrate the 50th Anniversary of City Incorporation

Recommendation: Receive a report on events and activities to date and those being planned to commemorate the City's 50th Anniversary of incorporation.

City Manager Dave Durflinger introduced 50th Anniversary Committee member Rena Hennen who presented the staff report.

George Lehtinen thanked the volunteers and said in four years another milestone will take place, the 250th Anniversary of the name Carpinteria. He suggested the committee extend its planning to that event, as well.

Motion by Councilmember Stein, seconded by Councilmember Nomura, to receive the report.

Upon voice vote, Councilmember Stein, Councilmember Clark, Councilmember Nomura, Vice Mayor Shaw and Mayor Carty were in favor. Motion Carried.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Shaw reported that he attended Duncan Smith's Eagle Scout celebration and presented him a certificate of recognition on behalf of the City.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All councilmembers are expected to attend the September 14, 2015 meeting.

ADJOURNMENT

The meeting was adjourned at 6:53 p.m. by Mayor Carty in memory of and in honor of Richard Partida.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Authorization to purchase two light trucks for the Public Works and the Parks Department to replace existing vehicles.

STAFF RECOMMENDATION

Action Item **X**; Non-Action Item ____

Authorize the City Manager to purchase two vehicles as follows:
Downtown Ford Sales, Sacramento in the amount not to exceed \$52,000.00.

Motion

I move to authorize the City Manager to purchase two vehicles in an amount not to exceed \$52,000.00

BACKGROUND

Due to the age and condition of two City vehicles, replacements are recommended. These vehicles are both over fifteen years old. The City's administrative policy regarding vehicle and truck replacement allows consideration of replacement once a vehicle is 12 years or older.

Another criteria that allows consideration for replacement is when the cost for needed repairs exceed 51% of the vehicles value. The two vehicles listed above have various mechanical and cosmetic deficiencies that meet this criteria such as a worn clutch and broken seats.

Newer vehicles will provide safer and more fuel efficient performance than similar vehicles made over 10 year ago. New vehicles will also avoid the cost of probable repairs in the near term.

The City's truck fleet is made up principally of Ford vehicles and the proposed replacement vehicles are Fords as well. Maintaining a vehicle fleet mostly of the same brand has some advantages allowing for operator familiarity of controls and maintenance similarities that help

promote safety and efficiency. Ford vehicles in our fleet have met expectations of reliability and safety.

Competitive bids have been sought for the two vehicles. The lowest bids received came from Downtown Ford that provided a pre-negotiated price in a State of California managed purchasing program known as California Multiple Award Schedules (CMAS).

Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services.

PCC Sections 10298 and 10299 authorizes local government agencies and school districts to use CMAS and other Department of General Services agreements without competitive bidding, however, City Staff did seek competitive bids and found the CMAS negotiated price to be lowest on both vehicles.

DISCUSSION

The two vehicles that are proposed to be replaced are;

1. 1995 Ford Ranger VIN 1FTCR10A4RUE7532J 80,212 miles KBB value \$ 800
2. 1999 Dodge Ram 2500 VIN 3B6KC26Z8XM585309 88,551 miles KBB value \$2,500

A schedule of the bids received to purchase replacement vehicles is shown below.

The price quotes include all taxes, licenses and delivery to Carpinteria.

Model	Dealer	Price with all discounts	Difference
F150 4x2 Reg Cab	Downtown Ford	\$24,202.27*	\$ 0.00
	Ford of Ventura	\$25,672.17	+\$ 146.99
	Paso Robles Ford	\$31,187.27	+\$6,985.00
F250 4x2 Reg Cab	Downtown Ford	\$26,633.35*	\$ 0.00
	Ford of Ventura	\$27,114.84	+\$ 481.49

*Downtown Ford offers a \$500 discount if payment is received within 20 days. Based upon the bids received including the payment discount, the best price is from Downtown Ford for both vehicles.

FINANCIAL CONSIDERATIONS

The proposed purchase amount has been budgeted in the City's 2015-16 FY budget in the following accounts

27-70-41-5	\$30,000.00
23-70-41-5	\$12,500.00
28-70-61-2	<u>\$12,500.00</u>
Total Available	\$55,000.00

If the lowest bids are used, the total price of the purchase will be as follows:

2015/16 F150 4x2 Reg Cab Pickup	\$24,202.27
2016 F250 4x2 Reg Cab Pickup	<u>\$26,633.35</u>
Total Cost	<u>\$50,835.62</u>

Remaining Budget Available	\$ 4,164.38
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Some additional expenses will be incurred to outfit the trucks with safety lights and other non-dealer equipment. These expenses are expected to remain within budgeted amounts.

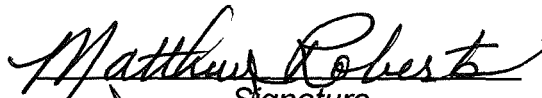
LEGAL

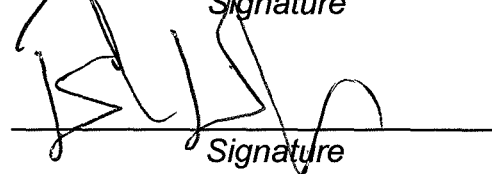
No legal issues are presented as a part of this report.

ATTACHMENTS

Vehicle and Truck Replacement Procedure.

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


Signature

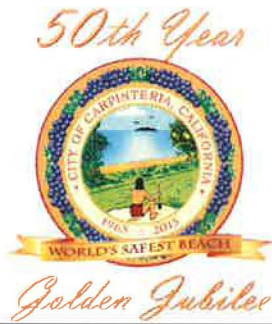

Signature

Reviewed by: Dave Durflinger, City Manager

Vehicle Truck Replacement Procedure

This administrative procedure is to be used when replacement or major maintenance is being considered to passenger vehicles or light trucks in the City's fleet.

1. Consider replacement of passenger vehicles and light trucks when the standard replacement cycle conditions are met. This is a minimum mileage of 120,000 miles and/or an age of twelve years.
2. Also, consider replacement instead of repair when any of the following conditions have been met.
 - A. When the cost of a repair is estimated at 51% or greater of the vehicle's "Blue Book" fair market value.
 - B. When the vehicle has a history of excessive repairs but has not reached either the mileage or time component of the standard replacement cycle.
 - C. When, for a vehicle involved in an accident, the total cost of repair exceeds 80% of the vehicle's fair market value.
 - D. When repair is required and the fair market value is less than \$1,000.00.
3. In selecting new or replacement vehicles, those that possess the greatest economy of ownership and operation in their class should be chosen. Alternative fuel, hybrid and or electric vehicles may be preferred provided the purchase price, reliability and maintenance costs are competitive.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 5572, approving the recommendation of the City's Traffic Safety Committee made on August 6, 2015.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council adopt Resolution No. 5572, approving the recommendation of the Traffic Safety Committee from its meeting of August 6, 2015.

Motion: I move to adopt Resolution No. 5572, as read by title only, approving the recommendation of the Traffic Safety Committee from its meeting of August 6, 2015.

BACKGROUND

The City of Carpinteria established the Traffic Safety Committee as an advisory body to the City Council. The Committee consists of the City Traffic Engineer, Chief of Police or representative, Community Development Director or representative, as well as three citizen representatives, including a senior student representing Carpinteria High School, a representative of the safety committee of the Carpinteria Unified School District, and such other City officials or representatives of Special Districts as may be recommended by the City Manager and approved by the City Council.

The Traffic Safety Committee's role is to provide recommendations to the City Traffic Engineer and to the City Council on traffic safety matters pursuant to C.M.C. Sections 10.08.080 and 10.08.090. The purpose of this agenda matter is for the City Council to receive the recommendations of the Committee and the City Traffic Engineer and to confirm or modify those recommendations.

The Committee normally meets on a quarterly basis and the meetings are publicly noticed. Committee meetings provide members of the community a chance to come voice their support or concerns about various traffic operations issues in Carpinteria. In addition to taking public comment, the Traffic Safety Committee considers formal requests made by citizens, traffic improvements and the enforcement of regulations.

DISCUSSION

At its August 6, 2015 meeting, the Traffic Safety Committee (TSC) responded to a citizen request to extend an existing red curb due to the difficulty seeing on-coming traffic on Mark Avenue from a commercial driveway at 1140 Mark Avenue (Figure 1). A field review was conducted by the Department of Public Works and it was found that the existing on-street parking impedes the view of on-coming traffic. Extending the red curb will result in the loss of approximately two parking spaces; however, Public Works has observed that there is ample street parking at this location, including 16 angled parking spaces on the west side of the street.

Figure 1



The City follows its adopted Engineering Standards, established by Resolution No. 5413, that are based on State and Federal standards regarding the provision of minimum stopping sight distances. Based on a design speed of 25 miles per hour, the minimum stopping sight distance was determined to be 150 feet. After reviewing the

minimum stopping sight distance based on the location of the traveled way by north bound vehicles, the Public Works Director determined and recommended to the TSC that the existing red curb be extended by 40 feet for a total of 55 feet of red curb.

The TSC is recommending that the red curb south of the driveway entrance at 1140 Mark Avenue be extended by 40 feet.

POLICY CONSISTENCY

The City of Carpinteria established the Traffic Safety Committee and assigned the purpose of the committee as an advisory body to the City Council (C.M.C. 10.08.080 and 10.08.090). The purpose of the Traffic Safety Committee is to receive complaints having to do with traffic matters, to receive and publish traffic reports, to suggest practical means for coordinating the activities of the various departments of the City, law enforcement and emergency response teams, and to recommend to the City Council and to the City Traffic Engineer, measures that improve traffic conditions and enforcement of traffic regulations.

FINANCIAL CONSIDERATIONS

The recommended item can be completed within the existing Street Maintenance and Repairs budget. No impact to the General Fund is expected with the approval of the recommended improvement.

LEGAL

The Traffic Safety Committee's role is to provide recommendations to the City Traffic Engineer and to the City Council on traffic safety matters pursuant to C.M.C. Sections 10.08.080 and 10.08.090. The City Council has the authority to confirm or modify those recommendations of the Committee and the City Traffic Engineer.

OPTIONS

1. Adopt Resolution No. 5572, approving the recommendation of the Traffic Safety Committee from its meeting of August 6, 2015.
2. Direct staff to modify Resolution No. 5572.
3. Decline to adopt Resolution No. 5572 (no action would result in no change to existing curbs).

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

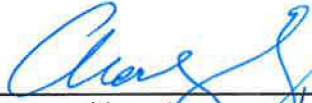
Staff contact:

Melissa Angeles, Engineering Technician
(805) 684-5405, ext. 445
MelissaA@ci.carpinteria.ca.us


Signature

Reviewed by:

Charles W. Ebeling, Public Works Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

Resolution No. 5572

RESOLUTION NO. 5572

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING
THE RECOMMENDATION OF THE TRAFFIC SAFETY COMMITTEE AS SET
FORTH AT THE AUGUST 6, 2015 TRAFFIC SAFETY COMMITTEE MEETING**

WHEREAS, Section 10.08.080 of the Carpinteria Municipal Code (CMC) establishes a Traffic Safety Committee as an advisory body to the Carpinteria City Council, and;

WHEREAS, the Traffic Safety Committee received a request to address a traffic matter in the City, and;

WHEREAS, the Traffic Safety Committee reviewed the request at its August 6, 2015 meeting and has made the following recommendation for City Council consideration:

1. Extend the existing red curb south of the driveway entrance at 1140 Mark Avenue by 40 feet for a total of 55 feet.

WHEREAS, the City Traffic Engineer has reviewed the Traffic Safety Committee measures and based on his professional opinion recommends that the City Council approve the recommendation of the Committee;

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY resolves that the above recommendation of the Traffic Safety Committee as shown in Exhibit A is approved and directs the Department of Public Works to implement the recommendation through its schedule of work within a reasonable period of time.

Passed, approved and adopted this 14th day of September, 2015 by the following called votes:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ATTEST:

Mayor, City of Carpinteria

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 14th day of September, 2015.

APPROVED AS TO FORM:

City Clerk, City of Carpinteria

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

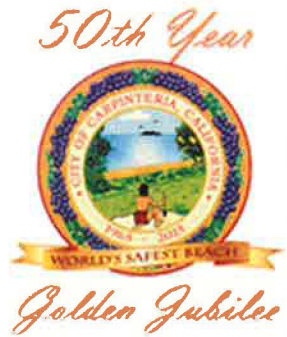
Exhibit A – 1140 Mark Avenue



Install 40 additional
feet of red curb



Google ea



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Amendment of Title 6 of the Carpinteria Municipal Code to include a spay-neuter requirement (with exemptions) for dogs and cats living in the City and updates to other animal control sections of the Code.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that the Council amend Title 6 of the Carpinteria Municipal Code by adopting the proposed spay-neuter ordinance which would require residents of the City to spay or neuter their dog or cat unless as provided for by exemptions specified within the ordinance, and updating other sections of Title 6 related to animal control.

Motion: I move to approve the first reading of Ordinance No. 704, as read by title only, and to continue the matter for a second reading at the September 28, 2015 City Council meeting.

BACKGROUND

Well over 50% of the dogs impounded by Code Compliance as strays are intact, and may well have had litters of puppies already. Intact roaming cats have litters that may never be handled by humans, instead becoming feral. A spay-neuter ordinance in Carpinteria would provide the Animal Control program a tool to use to help reduce pet overpopulation, while the easy availability of free and low-cost spay-neuter services would assist pet owners in complying with the new ordinance without any financial burden. The overpopulation problem is evidenced by the fact that the County of Santa Barbara shelter euthanizes over 2,000 dogs and cats each year¹.

¹ Project PetSafe website: www.projectpetsafe.org/spay_neuter.php

DISCUSSION

Spay-Neuter Ordinances and Impacts

According to research conducted by Lee Heller, Ph.D. and City of Carpinteria Animal Services Volunteer, in the 1960s and 1970s humane societies and Societies for the Prevention of Cruelty to Animals (SPCAs) nationwide began to offer low cost spay-neuter services as the best way to reduce the large numbers of companion animals overwhelming public and private shelters. The impacts of these services were significant, especially in the first decade, as euthanasia rates plummeted. But by the 1990s, the downward trend in shelter admissions had flattened out, as had demand for low cost spay-neuter services. The question was, *how to reach the last, most intransigent populations, whose breeding pets continued to fill shelters with unwanted dogs and cats?*

In the early 1990s, a few California communities chose to adopt mandatory spay-neuter laws, foremost among them Santa Cruz County, which adopted such an ordinance in 1995. Santa Cruz's shelter intakes dropped steadily and significantly over time, from 8,325 animals in 1994 to 4,025 in 2004; euthanasia rates during the same period dropped by 75% for dogs and 68% for cats. Santa Cruz's declines slowed after it annexed the City of Watsonville into its animal control service area, with a new population of intact animals and lower income pet owners.

Santa Cruz's experience motivated a number of other communities to follow suit. Clearlake, Lake County, Lakeport, Los Angeles County and several of its contracting cities, and Lompoc all passed ordinances in 2006; the City of Los Angeles adopted mandatory spay-neuter in 2008. The City of San Bernardino (2007), the City of Riverside (2010), San Bernardino County (2011, more limited applications), Riverside County (2013), Ventura County (2013) and the City of Guadalupe (2014) have adopted similar mandatory spay-neuter ordinances.

An effort was made to pass statewide mandatory spay-neuter legislation in 2007. AB 1634, the California Healthy Pets Act, drew the opposition of national organizations with economic interests in the breeding of animals, such as the American Kennel Club, as well as groups opposed to government regulation of private property – and as a result, the legislation died before reaching the assembly floor.

A statewide law remains unlikely given the above history, so local communities have chosen to establish regulations specific to their needs. Santa Barbara County began consideration of an ordinance during the AB 1634 campaign and chose to adopt a modified 'licensing differential' approach to controlling pet overpopulation: it combines state-mandated higher fees to license an intact dog or cat with a requirement to get a veterinary certificate in order to purchase the intact license. Failure to comply would trigger the mandate to spay-neuter. The intent is to require pet owners to discuss their pet's reproductive health with a veterinarian, and thus make a more educated choice.

This ordinance, passed in 2009, was subsequently adopted by Solvang, Buellton, the City of Goleta and the City of Santa Barbara. All have some form of contractual relationship with Santa Barbara County Animal Services for the provision of animal control services.

Spay-Neuter in Carpinteria

Staff proposes that the City of Carpinteria adopt an ordinance similar to Ventura County's ordinance, passed in December 2013. Since Carpinteria does not have a contract for animal services with Santa Barbara County, there is no necessity to adopt an ordinance similar to those municipalities that do contract with the County. Without that constraint, Carpinteria is free to adopt whatever ordinance best suits its needs. While Santa Barbara County implements a Responsible Pet Ownership Ordinance, it does not make spay/neuter mandatory. The Ventura County Ordinance requires spay/neuter, other than certain exemptions as provided for in the ordinance language for show dogs/cats, search and rescue dogs, dogs/cats whose health does not allow, etc. By making spay/neuter mandatory and providing for low and no cost spay/neuter surgeries, Carpinteria can reduce unwanted pets that end up in shelters.

The primary argument against mandatory spay/neuter laws is that they burden low-income pet owners with an unaffordable obligation, and thereby result in pets going unlicensed or being abandoned at shelters or on the streets because their owners cannot comply. However, residents of all areas of Santa Barbara County, including the cities within its boundaries, have ample access to affordable spay-neuter services thanks to the presence of three low-cost humane society clinics (located in Goleta, Buellton and Santa Maria) as well as C.A.R.E.4Paws, a non-profit organization dedicated to providing free spay/neuter to low-income pet owners. C.A.R.E.4Paws works with local veterinarians so pet owners do not have to travel substantial distances to receive services. They run a Spay Mobile which provides surgeries within walking distances of targeted neighborhoods. Their outreach model has been funded by large grants from the ASPCA, PetSmart Charities, the Santa Barbara Foundation and the Santa Barbara Humane Society, among others.

Carpinteria is ideally positioned to take advantage of C.A.R.E.4Paws' program by creating a presence in specific neighborhoods where a large number of unaltered dogs and cats are located. In 2014, C.A.R.E.4Paws performed 231 surgeries in the Spay Mobile.

C.A.R.E.4Paws' Medical Director is M. Scott Smith, DVM, owner of Animal Medical Clinic, which provides animal sheltering and care to Carpinteria's stray animals through a contract with the City. Dr. Smith has long been



committed to promoting mandatory spay-neuter, and to providing veterinary services to pet owners in need. He regularly participates in "Spay Days" at his own clinic here in Carpinteria, performing 10 - 15 surgeries in rapid succession for local dogs and cats at low or no cost to their owners.

Like Ventura County's ordinance, the City of Carpinteria's proposed ordinance provides several exemptions from the requirement to spay-neuter a dog or cat. Exemptions include:

1. Purebred dogs and cats that are shown (must be intact in order to compete);
2. Dogs that compete in agility, herding, carting, hunting and other similar activities;
3. Guide, service and signal dogs;
4. Dogs used for police, military, or search and rescue work;
5. Dogs and cats whose health does not permit them to be safely spayed-neutered;
6. Dogs and cats with valid breeding permits (issued by the City).

The City would also be empowered to issue breeding permits at a fee to be set by the City Council. Regulation of breeding not only helps prevent accidental or casual breeding, but imposes regulations that protect the health of the animals involved, by limiting the number of litters allowed per year, requiring minimal veterinary oversight, and regulating where and at what age puppies and kittens can be sold, as well as the care they receive and the information provided to buyers. These regulations extend to small scale breeders some of the same requirements imposed on pet stores by the Polanco-Lockyer Act, otherwise known as the "Puppy Lemon Law," to protect young animals and their buyers from unscrupulous breeders.

In addition to the mandatory spay-neuter requirements, the proposed ordinance also includes a prohibition on the sale of commercially bred puppies/dogs and kittens/cats in pet stores in Carpinteria. Both components of the proposed ordinance would become effective on July 1, 2016. Other changes to the existing text of Title 6 are proposed to address clean-up of language related to feeding of animals at City parks and beaches and to reflect other changes in state law.

POLICY CONSISTENCY

As stated in the General Plan (Public Facilities and Services, page 179):

Local government is concerned with the task of supplying essential public services, implementing regulations in the interest of public health and safety, and providing for the general welfare of the community.

The purpose of this effort identified in the 2015 Work Program is to help address pet overpopulation: the number one threat to domestic animals today. According to the Santa Barbara Humane Society, no animals should be born into a world that has no room for them. Spay/neuter surgery benefits the community by reducing pet over-

population and leads to fewer unwanted dogs and cats in shelters and on the streets. Between six and eight million dogs and cats enter U.S. shelters every year, costing local governments billions of dollars. Female dogs and cats that are spayed have a reduced incidence of breast cancer, uterine infections and tumors. Male dogs and cats that are neutered have fewer prostate problems and no testicular cancer. Spay and neuter surgeries help prevent unwanted behaviors such as aggressiveness towards other animals, roaming in search of mates, urine marking in dogs and spraying in cats, and persistent barking and mounting in dogs.

Over the course of the next several months, staff will conduct an outreach program to provide information and education about the new spay/neuter requirements. This would be done through multiple outlets including the City's website, newsletter and other outreach with local media, Animal Medical Clinic and the Carpinteria Veterinary Hospital, local pet shops, and through the City's soon to be hired Volunteer Services Coordinator. Materials addressing the benefits of spay/neuter and local opportunities for low or no cost options would be highlighted in the educational materials.

In addition to addressing the pet overpopulation issue, Ordinance No. 704 also updates other sections of the Code. These changes reflect current law and are consistent with Carpinteria Municipal Code Chapter 1.06 Administrative Remedies.

One other change in Title 6 (Animals) addresses the requirement for dogs to be leashed when off of private property. Currently, the Code requires a leash and control by a responsible adult. However, we have seen incidents where individuals using retractable leashes which extend longer than six feet do not have control over their dog. Therefore, a new requirement has been included to identify six feet as the maximum leash length for dogs off of private property. As part of the outreach and education surrounding the spay/neuter requirements, staff will also provide outreach and education about the change in the leash length. Programs to offer leash trade-ins will be part of these efforts which will be implemented prior to the effective date of the ordinance in July 2016. This will enable the City the opportunity to hold another "Dog Parade" in the spring and use that as a venue for education and promotion.

FINANCIAL CONSIDERATIONS

To address the issue of the cost of spay-neuter surgeries, there are periodic spay-neuter promotions that happen countywide – "Chihuahuas de Mayo" (Chihuahuas and Chihuahua mixes) and "Cat Nips" (both are cat spay-neuter promotions held annually, one in September and one in February), plus C.A.R.E.4Paws' year-round provision of free spay-neuter surgeries discussed above.

"It's Hip to Snip"
Spay or Neuter Your Pet at Half Cost this August

The first 150 dogs or cats signed up by their owner in the month of August will receive half off participating organizations' already affordable surgery fees. "It's Hip to Snip 2015" is available to Santa Barbara County residents only.

Pet owners should call one of the following organizations to schedule an appointment:

- SB County Animal Services, Santa Maria Animal Center, at 805.934.6968
- Santa Maria Valley Humane Society, at 805.349.3435
- Santa Ynez Valley Humane Society, at 805.688.8224

"It's Hip to Snip" 2015 will benefit your pet's health, lifespan, and reduce dog licensing fees for the life of your dog. By spaying/neutering your pets, you will significantly reduce the risk of mammary and testicular cancers. Cats will no longer go into heat and spraying by male cats will be lessened or eliminated. Help be a part of the solution and keep your pets healthy longer.

Santa Barbara County Animal Services, Santa Maria Valley Humane Society, Santa Ynez Valley Humane Society, Santa Barbara Humane Society, C.A.R.E. 4Paws, VIVA, and the Santa Barbara County Animal Care Foundation are part of the Responsible Pet Ownership (RPO) Alliance, a coalition of Santa Barbara County animal welfare agencies, shelters and nonprofit organizations working collaboratively to promote responsible pet ownership and ensure that affordable spay/neuter services are available countywide.

Spread the word to family and friends about "It's Hip to Snip" 2015. Make an appointment today to get your dog or cats spayed or neutered and take advantage of a great savings and health benefits for your animal!

**"Beat the Heat" in September
Spay or Neuter Your Cats for FREE**

Did you know, that one unaltered female cat can deliver up to 15-20 kittens over the course of one year? By spaying or neutering your cats or kittens, it will help prevent the birth of unwanted animals and decrease populations in our local animal shelters. The only way to solve this problem, is one pet at a time. If each of us does our part, we can be successful.

In an effort to promote responsible pet ownership and prevent accidental and unwanted litters of kittens, the Santa Barbara County Responsible Pet Ownership Alliance is holding its annual "Beat the Heat" spay/neuter campaign.

The first 200 cats and kittens of Santa Barbara County residents signed up for spaying or neutering in the month of September will be **FREE**. Vaccines are provided at an additional cost.

Pet owners should call one of the following organizations to schedule an appointment:

- SB County Animal Services, Santa Maria Animal Center, at 805.934.6968
- Santa Maria Valley Humane Society, at 805.349.3435
- Santa Ynez Valley Humane Society, at 805.688.8224
- Santa Barbara Humane Society, at 805.964.4777
- VIVA, at 805.735.6741
- C.A.R.E. 4Paws, at 968.2273

Santa Barbara County Animal Services, Santa Maria Valley Humane Society, Santa Ynez Valley Humane Society, Santa Barbara Humane Society, C.A.R.E. 4Paws, VIVA, and the Santa Barbara County Animal Care Foundation are part of the Responsible Pet Ownership (RPO) Alliance, a coalition of Santa Barbara County animal welfare agencies, shelters, and nonprofit organizations working collaboratively to promote responsible pet ownership and ensure that affordable spay/neuter services are available countywide.

Spay and Neuter Today; To Save a Life Tomorrow. Take advantage of our "Beat the Heat" program. To schedule an appointment or for more information, please contact the Project PetSafe Team, at 805.934.6968.

Other programs exist, such as "It's Hip to Snip" which ran in August 2015 and offered 50% off spay/neuter costs at the County Shelter in Santa Maria and at the Humane Society locations in Santa Maria and Santa Ynez. In September, the County is running the "Beat the Heat" program for free spay/neuter service for the first 200 cats and kittens signed up in the month of September at any of the three Humane Society locations, the County's Animal Center in Santa Maria, C.A.R.E. 4Paws and VIVA (Volunteers for Inter-Valley Animals). Vaccines are also offered concurrent with these free spay/neuter services.

These low-cost and free programs are already in place and available to Carpinteria residents who would need to spay/neuter their pets to be in compliance with the mandatory spay/neuter ordinance if a pet does not meet any of the criteria to be exempt from the ordinance. Of the 832 licensed dogs in the City, only 78 are unaltered. As there is no requirement for cat licensing in Carpinteria, it is unknown how many cats are unaltered and would be affected by this ordinance once it becomes effective in July 2016.

LEGAL

The California State Constitution grants cities and counties the police power to enact ordinances and regulations that protect the health, safety and welfare of their citizens. A local ordinance is legitimate so long as the police power exercised has a rational relationship to a legitimate state purpose. The licensing of dogs and the regulation of the manner in which they are kept and controlled is within the sphere of the City's police power. *Simpson v. City of Los Angeles* (1953) 40 Cal.2d 217, 279; *Concerned Dog Owners of California v. City of Los Angeles* (2011) 194 Cal.App.4th 1219, 1234. A local entity's authority to control dogs within its boundaries is construed broadly. *Concerned Dog Owners* at 1234.

In *Concerned Dog Owners*, plaintiffs challenged Los Angeles' ordinance requiring that all dogs and cats within its jurisdiction be spayed or neutered on a variety of

constitutional grounds. In upholding Los Angeles' ordinance, the court held that the ownership of domestic animals is subject to reasonable government regulation and found that the ordinance fell squarely within the ambit of the City's police powers and authority to regulate matters of health and safety. *Concerned Dog Owners* at 1238.

The proposed ordinance is similar to the Los Angeles ordinance that was upheld in *Concerned Dog Owners* and is in line with spay-neuter ordinances that have been adopted by other cities in the state.

OPTIONS

The Council could instead choose to adopt Santa Barbara County's "Responsible Pet Ownership" ordinance, which the County passed in 2009 and which was subsequently adopted by several cities within the county, all of which contract with County Animal Services for animal control and/or shelter services. This ordinance has been a means to promote spay-neuter, but is both weaker than the proposed ordinance and slightly more complicated.

PRINCIPAL PARTIES EXPECTED AT MEETING

Scott Smith, DVM, Animal Medical Clinic
Lee Heller, City Animal Care and Control Volunteer
Gail Marshall, City Animal Care and Control Volunteer

ATTACHMENT

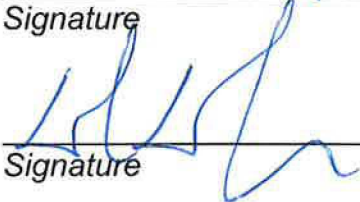
Draft Ordinance No. 704

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

Reviewed by: Dave Durflinger, City Manager



Signature



Signature

ORDINANCE NO. 704

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA AMENDING TITLE 6 (ANIMALS) OF THE CARPINTERIA MUNICIPAL CODE TO REQUIRE THAT ALL DOGS AND CATS OVER FOUR MONTHS OF AGE LIVING IN THE CITY BE SPAYED OR NEUTERED (WITH CERTAIN EXCEPTIONS)

WHEREAS, the Carpinteria City Council has considered an ordinance to change the Carpinteria Municipal Code to require that all dogs and cats over four months of age living in the City be spayed or neutered (except for certain exempt pets); and

WHEREAS, spaying and neutering helps fight pet overpopulation by reducing the number of unplanned litters; and

WHEREAS, every year, millions of dogs and cats of all ages and breeds are euthanized due to a lack of shelter space and permanent homes; and

WHEREAS, spaying helps prevent uterine infections and breast cancer, which is fatal in about 50 percent of dogs and 90 percent of cats.

WHEREAS, neutering prevents testicular cancer, if done before six months of age, and reduces a male dog or cat's interest in roaming to find a mate.

WHEREAS, the ASPCA estimates that 99% of puppies and kittens sold in pet stores come from puppy mill/kitten factories; and

WHEREAS, in the past few years, cities have begun banning the retail sales of dogs and cats as a way to decrease demand for puppy mill/kitten factory pets; and

WHEREAS, the ordinance is not a project under the California Environmental Quality Act Guidelines section 15378 as it does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and furthermore is exempt from CEQA review pursuant to sections 15307 and 15308 because it will conserve natural resources and protect the environment by generally reducing the number of dogs and cats in the City; and

WHEREAS, the City Council held a public hearing on September 14, 2015, considered comments received during the public review process and approved the ordinance on first reading; and

WHEREAS, the City Council has reviewed the policies of the General Plan/Coastal Plan that are relevant to the ordinance and found the ordinance to be consistent therewith.

NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS

The City Council finds and determines that the above recitals are incorporated herein and are each relied upon independently by the City Council for its adoption of this Ordinance.

SECTION 2. AMENDMENT OF TITLE 6 OF THE CARPINTERIA MUNICIPAL CODE

Title 6 of the Carpinteria Municipal Code shall hereby be amended and shall read as follows (additions shown in underline; deletions shown in strikethrough):

Chapter 6.04 - ANIMAL CONTROL

Sections:

6.04.010 - Animal control provided.

Pursuant to Section 439.90 of the Agricultural Code of the state and the constitution of the state of California, the following sections of this chapter are adopted.
(Prior code § 4400)

6.04.020 - Definitions.

- A. "Animal control director" means the city manager, or his/her agent, or as designated by resolution of the city council.
- B. "Animal" means any vertebrate creature other than a human being.
- C. "Cattery" means any lot or premises whereon or wherein four or more cats, four months of age or older are kept. This definition shall not include a duly licensed veterinary business.
- D. "Dog kennel" means any lot or premises whereon or wherein four or more dogs, four months of age or older are kept. This definition shall not include a duly licensed veterinary business.
- E. "Enclosure" means a fence or structure located in the rear yard, suitable to confine a potentially dangerous or vicious dog, and suitable to prevent the entry of young children. The enclosure shall be designed to meet the specifications of the city in order to prevent the dog from escaping.
- F. ~~"Health officer" means the county of Santa Barbara public health services director or similar position in the Santa Barbara county public health department.~~
- GF. "Licensing authority" means the animal control director and his ~~or~~/her agent, unless a contract has been entered into with the county of Santa Barbara to provide licenses.
- HG. "Owner" means and includes the legal owner, equitable owner or person harboring or having custody or control of any animal.

- ~~H~~. "Persons" means and includes persons, partnerships and unincorporated associations.
- ~~J~~. "Pet shop" means every place or premises where pet animals are kept for the purpose of either wholesale or retail sale.
- ~~K~~. "Stray dog" means any dog, licensed or unlicensed, found running at large in violation of the provisions of any law of the state of California or the City of Carpinteria.
- ~~L~~. "Veterinarian" means a doctor of veterinary medicine duly licensed to practice under the laws of the state of California.
- L. "Wild or undomesticated animal" means an animal which is not tamed or domesticated and which, because of its size, disposition or other characteristics could constitute a danger to property or to human health, safety or welfare.
(Ord. 568 § 1, 2001: prior code § 4401)

6.04.030 - Contract with agency—Fees payable to agency.

The city council may provide, in any contract which it may execute with the county of Santa Barbara, or any other agency, to act as animal control director, that the city will pay to such animal control director any or all such fees collected under this chapter as consideration for acting as animal control director for the city, and for the enforcement of this chapter and the applicable state laws. (Prior code § 4421)

6.04.040 - Contract with agency—Agency authorized to fix and retain charges—Approval by council.

A. If the city enters into a contract with the county of Santa Barbara or any other society, organization, association or person to carry out the provisions of this chapter, such society, organization, association or person may fix charges, subject to the approval of the city council, for the care, sale and/or redemption of any animal taken into its custody pursuant to the terms of this chapter, and any such charges shall be retained by such society, organization, association or person.

B. Any proceeds from the state of California for the keeping and caring of any bovine animals, horses, mules, burros, sheep, goats and swine shall also be retained by such society, organization, association or person. (Prior code § 4406)

6.04.050 - Animal control director—Care of animals in custody.

The animal control director or his/~~or~~-her agent shall provide all animals in his/her custody with proper ~~shelter, food, water, and shelter~~, and shall give them all the necessary care and attention, including regular exercise in keeping with the age and activity level of the animal. (Ord. 568 § 2, 2001: prior code § 4415)

6.04.060 - Animal control director—Recordkeeping duties.

The animal control director shall keep a record of the number, description and disposition of all animals impounded, showing in detail in the case of each animal the date of receipt, the date and manner of disposal, the veterinary care provided to the animal, the name, address and phone number of the person reclaiming, redeeming or

receiving such animals; the reason for destruction of the animal where applicable; and such additional records as the animal control director may from time to time feel necessary. Such records shall be kept by the animal control director ~~in a book or books provided for that purpose, which shall be the record book or books of the office of the animal control director, and shall not be removed therefrom except upon written order from a duly constituted authority.~~ (Prior code § 4416)

6.04.070 - Animal control director—Power to arrest.

The animal control director and his/~~or~~-her agents shall have the power to arrest in connection with the enforcement of any of the provisions of this chapter. (Ord. 568 § 3, 2001: prior code § 4417)

6.04.080 - Animal control director identification.

The animal control director and his/~~or~~-her agent while engaged in the execution of his/her~~their~~ duties shall wear identification in plain view. It is unlawful for any person to falsely represent him/herself~~or herself~~ to be or to attempt to act as such animal control director or agent. (Ord. 568 § 4, 2001: Ord. 378 § 7, 1985: prior code § 4418)

6.04.090 - Animal control director—Hindering prohibited.

It is unlawful for any person to hinder, interfere with, resist, molest or obstruct the animal control director or his/~~or~~-her agent during the exercise of his/her~~their~~ duties while enforcing the provisions of this chapter. (Ord. 568 § 5, 2001: prior code § 4419)

6.04.100 - Owner's duty to divulge identity—Failure deemed unlawful.

Every owner, upon the reasonable demand of the animal control director or his/~~or~~-her agent, shall provide photo identification to accurately identify him/self~~or herself~~. ~~It is unlawful for any owner to refuse to identify himself or herself upon the reasonable demand of the animal control director or his or her agent.~~ (Ord. 568 § 6, 2001: Ord. 378 § 8 (part), 1985: Ord. 256 § 3, 1978: prior code § 4402.2)

6.04.110 - Owner's duty to display license.

Every owner of a dog, upon the reasonable demand of the animal control director or his/her agents, shall have the duty to display either the dog license tag for the dog or the dog license issued pursuant to Section 6.04.120 of this chapter. ~~It is unlawful for an owner to fail or refuse to display either the dog license tags or the dog license upon the reasonable demand of the animal control director or his agents.~~ (Ord. 378 § 8 (part), 1985: Ord. 256 § 2, 1978: prior code § 4402.1)

6.04.120 - Dog license required fees—Change of ownership.

A. Except as provided in Section 6.04.130, it is unlawful to own, keep or control any dog unless a license has been procured in accordance with this chapter. An annual license fee shall be paid for every dog four months of age or older owned, kept or controlled in the city. Said fee shall be set by resolution of the city council consistent with Food and Agricultural Code section 30804.5 which requires that the fee for any

dog that has been spayed or neutered shall be one-half or less the normal license fee.

B. License fees are not transferable. Any change of ownership of a dog requires a new license in accordance with the provisions of this chapter. (Ord. 568 § 7, 2001: prior code § 4402 (a))

6.04.130 - Dog license - Exemptions.

The provisions of this chapter requiring the licensing of dogs shall not apply to:

~~A. Dogs~~ A. Dogs under the age of four months if kept within a sufficient enclosure;

~~B. Dogs owned by or in custody or under the control of persons who are nonresidents of the city traveling through the city or temporarily sojourning therein for a period not exceeding thirty days;~~ B. Dogs owned by or in custody or under the control of persons who are nonresidents of the city traveling through the city or temporarily sojourning therein for a period not exceeding thirty ~~thirty~~ 30 days;

~~C. Dogs duly licensed with the current license of an incorporated city within the county of Santa Barbara;~~ C. Dogs duly licensed with the current license of an incorporated city within the county of Santa Barbara;

~~D. Dogs brought to the city exclusively for the purpose of entering the same in any dog show or exhibition, and which are actually entered in and kept at such show or exhibition;~~ D. Dogs brought to the city exclusively for the purpose of entering the same in any dog show or exhibition, and which are actually entered in and kept at such show or exhibition;

~~E. Dogs under the treatment in the custody or control of animal hospitals;~~ E. Dogs under the treatment in the custody or control of animal hospitals;

~~F. Dogs owned, kept or controlled by any person, firm or corporation having a permit to keep and maintain a dog kennel, provided that such dogs are kept enclosed within such pet shop or dog kennel;~~ F. Dogs owned, kept or controlled by any person, firm or corporation having a permit to keep and maintain a dog kennel, provided that such dogs are kept enclosed within such pet shop or dog kennel;

~~G. Dogs under the ownership, custody and control of the owner of a dog kennel duly licensed under the provisions of this chapter or his/her duly authorized employee or agent when such dogs are removed from such kennel in the bona fide operation thereof for the purpose of exercise or training; provided, that any such dog bear an identification tag attached to a collar, harness or other device, which tag shall be of a size and type designated by the animal control director, shall be furnished at the sole cost and expense of the owner of such kennel and shall set forth the name and address of such kennel. A dog bearing such tag shall be treated in all respects as a licensed dog in the event of its escape and subsequent impoundment; provided further, that no dog shall be allowed to run at large. (Prior code § 4402 (b))~~ G. Dogs under the ownership, custody and control of the owner of a dog kennel duly licensed under the provisions of this chapter or his/her duly authorized employee or agent when such dogs are removed from such kennel in the bona fide operation thereof for the purpose of exercise or training; provided, that any such dog bear an identification tag attached to a collar, harness or other device, which tag shall be of a size and type designated by the animal control director, shall be furnished at the sole cost and expense of the owner of such kennel and shall set forth the name and address of such kennel. A dog bearing such tag shall be treated in all respects as a licensed dog in the event of its escape and subsequent impoundment; provided further, that no dog shall be allowed to run at large. (Prior code § 4402 (b))

6.04.140 - Dog license fee —~~E~~exemption—Service dogs.

A dog license shall be issued without charge to any person owning or training a dog that is used or will be used as a service dog for assisting a disabled person with his~~er~~ or ~~her~~ disability. (Ord. 568 § 8, 2001: prior code § 4402 (c))

6.04.150 - Dog licenses—Dogs used for law enforcement.

Dogs owned by the city, county of Santa Barbara, municipal corporations or other public agencies engaged in law enforcement, which dogs are used exclusively for law enforcement purposes, shall be licensed without charge. (Prior code § 4402 (d))

6.04.160 - Dog license—City tag issuance authorized.

The animal control director or his/~~or~~-her agent is authorized and directed to prepare, purchase and issue dog license tags, which shall have stamped or imprinted thereon the name of the city, a serial number, and the year of its issuance and expiration, unless such license tags are provide by the county of Santa Barbara by contract or under agreement. (Ord. 568 § 9, 2001: prior code § 4402 (e))

6.04.170 - Dog license and certificate issued to owner—City license tag.

A. Upon payment of the license fee provided in this chapter and upon presentation of a valid vaccination certificate, the animal control director or his/~~or~~-her agent shall issue a license certificate stating the year for which such license fee is paid, the date of payment, the name and resident address of the owner, the name, breed and sex of the dog, whether the dog is spayed or neutered, and the license tag serial number.

B. The animal control director shall retain copies of all license certificates issued. All receipts and records shall be kept in city hall as ~~part of the records thereof for at least~~ three years.

C. Upon the issuance of a license certificate, the animal control director or his/~~or~~-her agent shall also issue and deliver to the owner a tag of such form and design as provided for in this chapter. The license tag shall be securely affixed to a collar, harness or other device that shall be worn by such dog at all times. (Ord. 568 § 10, 2001: prior code § 4420)

6.04.180 - Dog license—Replacement tag.

If any license tag is lost or stolen, the person owning, possessing or having control of the animal for which the same was issued shall be entitled to receive a replacement tag by presenting to the animal control director or his/~~or~~-her agent the original license certificate. Upon receipt of the appropriate fee ~~is as~~ required by this chapter, the animal control director or his/~~or~~-her agent shall issue a properly numbered duplicate tag. (Ord. 568 § 11, 2001: prior code § 4426)

6.04.190 - Dog license—Certificate of vaccination required.

Every dog four months of age or older shall be vaccinated ~~by a licensed veterinarian~~ with a canine anti-rabies vaccine approved by, and in a manner prescribed by the department of public health. Said vaccination shall occur on an annual basis or as often as prescribed by the California department of public health. The certificate of anti-rabies vaccination shall be provided to the licensing authority prior to the issuance of a dog license. (Ord. 568 § 12, 2001: prior code § 4423)

6.04.200 - Vaccination required—Exception.

It is unlawful for any person owning, harboring, or having the care, custody, or possession of any dog to keep or maintain such dog in any place in the city unless such dog has been vaccinated as provided in this chapter. This section shall have no application to dogs under the age of four months, who are fastened securely by a rope,

chain or leash, or confined within the private property of the owner or person having control of said dog. (Prior code § 4422)

6.04.210 – Vaccination – Certificate - Contents.

The vaccination provided for in Section 6.04.190 shall be performed by a duly qualified and licensed veterinarian or a qualified individual in the employ of a licensed veterinarian. ~~Such veterinarian vaccinating such dog shall issue to the owner or person in possession of such dog a~~ rabies vaccination tag shall be issued to the dog owner along with a certificate of vaccination, which certificate shall include the following:

- A. The type of vaccine used;
- B. The date of vaccination;
- C. Description of dog;
- D. Serial number of rabies vaccination tag issued to dog;
- E. Name and address of owner of dog;
- F. Signature of the ~~licensed veterinarian~~ individual making the vaccination;
- G. Statement that dog is male, female or spayed female. (Prior code § 4424)

6.04.220 - License and vaccination tag—Removal or counterfeiting prohibited.

It is unlawful for any person to remove any tag from any dog not owned by him/her or not lawfully in his/her possession or under his/her control or to place on any dog any such license tag not issued as above provided for that particular dog for the then current calendar year, or to make or to have in his/her possession or to place on a dog any counterfeit or imitation of any license tag or vaccination tag provided for in this chapter. (Prior code § 4425)

6.04.230 - Dog leash required ~~when~~.

It is unlawful for any person to ~~suffer or~~ permit any dog owned, ~~harbored~~, or controlled by him/her to be on any public street, alley, lane, park or place of whatever nature open to and used by the public in the city or on any private property without permission of the owner or person in charge thereof, unless such dog is securely leashed and the leash is not longer than six feet and held continuously in the hand of a responsible person capable of controlling such dog or unless the dog is securely confined in a vehicle. (Prior code § 4430.1 (part))

6.04.240 - Dogs prohibited.

It is unlawful for any person to permit any dog owned, harbored or controlled by him/her to be on the public beach between Linden Avenue and Ash Avenue or within the boundaries of the Carpinteria Salt Marsh Nature Park whether leashed or unleashed. (Prior code § 4430.1 (part)) (Ord. No. 648, § 2, 3-14-2011)

6.04.250 - Stray dog—Described—Impoundment authorized.

Any dog found running at large in violation of the provisions of any law of the state or of the city shall be deemed a stray dog, and for all purposes, may be immediately seized and impounded. (Prior code § 4430.2)

6.04.260 - Stray animal~~dog~~ seizure and impoundment authorized.

It shall be the duty of the animal control director or his-~~or~~/her agents to seize and impound, subject to the provisions of this chapter, all stray ~~dogs or other animals~~, or unlicensed dogs found within the city, and for that purpose the animal control director or his-~~or~~/her agents may pursue into or upon private property to enforce this chapter to collect and impound dogs ~~or other animals~~; provided, however, the animal control director or his-~~or~~/her agents may not enter a dwelling unit without first obtaining either:

- A. The consent of an adult occupant;
- B. Authorization from a duly authorized court of law; or
- C. Sheriff ~~department~~Office assistance in an emergency situation where a human life is in danger. (Ord. 568 § 13, 2001: Ord. 256 § 1, 1978: prior code § 4404)

6.04.270 - Stray dog or animal—Delivery to director by private person required.

Every person finding any lost, stray, or stolen animal, shall within ~~twenty-four~~24 hours thereafter contact the animal director or his/~~or~~-her agent and deliver to or make available for pick-up said animal to the animal control director or his/~~or~~-her agent without fee or charge. The animal control director or his/~~or~~-her agent shall thereupon hold and dispose of such animal in the same manner as though such animal had been found running at large. (Ord. 568 § 14, 2001: prior code § 4405)

6.04.280 - Redemption of impounded animal.

The owner of an impounded animal may, at any time during the office hours of the city ~~or county of Santa Barbara shelter~~ and before the sale or other disposition thereof, redeem any animal by paying any impoundment fees and boarding charges. (Ord. 568 § 15, 2001: prior code § 4407)

6.04.290 - Time limit for impounded animal and redemption requirements.

A. The animal control director shall be required to hold any animal impounded in accordance with this chapter for a period of six business days, not including the day of impoundment, except as follows:

1. If the holding facility ~~in the city of Carpinteria or the county of Santa Barbara~~ has made the animal available for owner redemption on one weekday evening until at least 7:00~~seven~~ p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.
2. If the holding facility ~~in the city of Carpinteria or the county of Santa Barbara~~ has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their animals by appointment at a mutually agreeable time when the

facility or shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

3. If a suitable adopter is available to adopt the animal after three business days, the animal may be released to the adopter prior to the conclusion of the six-day holding period. No animal may be euthanized prior to the conclusion of the six-day holding period except where it is determined that the animal has severe injury, untreatable disease or irremediable suffering, or which is dangerous to keep impounded.

B. Upon redemption of an impounded animal by its owner, the owner shall present sufficient identification to establish his ~~or her~~ ownership of the animal and shall sign a statement that s/he ~~or she~~ is the lawful owner of the animal.

C. During the holding period required by this section, and prior to the adoption or euthanasia of an impounded animal, the holding facility shall scan the animal for a microchip that identifies the owner ~~of that animal~~ and shall make reasonable efforts to contact the owner and notify him ~~or her~~ that his ~~or her~~ animal is impounded and available for redemption. (Ord. 586 § 16, 2001: prior code § 4409)

6.04.300 - Impounded dog, cat, or other animal—Disposition after redemption period.

At any time after the expiration of the time limits as provided in Section 6.04.290, the animal control director or his ~~or her~~ agent may, without further notice, and without advertising in any manner, adopt, sell or give away any dog, cat or other animal not reclaimed or redeemed as provided in Sections 6.04.280 and 6.04.290, or release the animal to a non-profit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization. (Ord. 568 § 17, 2001: prior code § 4410)

6.04.310 - Impounded dog, cat or other animal—Redemption by finder.

If there is no license tag or identification tag to any dog, cat or other such animal surrendered to the animal control director or his or her agent as provided in this chapter, and such dog, cat or other animal has not been redeemed by its owner within the time limits provided in Section 6.04.290, the animal control director or his ~~or her~~ agent may return such dog, cat or other animal to the person who surrendered it, provided that such person procures all necessary licenses and pays any boarding and veterinary charges, and meets the requirements for adoption established by the animal control director or his/her agent. (Ord. 568 § 18, 2001: prior code § 4411)

6.04.320 - Destruction of impounded diseased, ~~or injured~~ or dangerous animal.

An animal taken into custody by the animal control director or his ~~or her~~ agent, which, by reason of severe injury, disease, irremediable suffering, or which is dangerous to keep impounded, shall be ~~forthwith~~ euthanized in a humane manner by a duly-licensed veterinarian. (Ord. 568 § 19, 2001: prior code § 4408)

6.04.330 - Seizure, impoundment or destruction of potentially dangerous or vicious dog—Hearing and notice to owner required.

Except where immediate action is required to prevent immediate injury to members of the public, whenever the animal control director shall have the duty to seize or impound an animal when under the custody and control of another or in the event that the animal control director intends to destroy an animal pursuant to Section 6.04.320, the animal control director shall hold a hearing prior to so doing. ~~He shall notify~~ The owner or person entitled to the possession of the animal shall be notified, at least five days prior to the hearing, provided the same is known to the animal control director, to determine the facts required before taking action. At the hearing, the owner or person entitled to possession of the animal may present evidence thereon. At the close of the hearing, the animal control director shall find whether the requisite facts exist as required by the applicable section or sections of this chapter, and then may seize, impound or destroy the animal, ~~as the case may be.~~ (Ord. 568 § 20, 2001: Ord. 247 § 6, 1978: prior code § 4437)

6.04.340 - Regulation of potentially dangerous or vicious dogs.

If the animal control director ~~or a law enforcement officer~~ has investigated and determined that there exists ~~probably~~ probable cause to believe an animal is potentially dangerous or vicious, the animal control director shall initiate proceedings to determine whether said animal should be declared potentially dangerous or vicious. All such proceedings shall be conducted in conformity with Food & Agriculture Agricultural Code § 31601 et seq., as the same may be amended from time to time. ~~Any administrative hearing so conducted shall be undertaken in conformity with the provisions of Chapter 4.06 of this code.~~ (Ord. 568 § 21, 2001: Ord. 378 § 18 (part), 1985: prior code § 4412)

6.04.350 - Biting dog—Notice to Owner—Disposition—Quarantine requirements—Destruction when.

A. Upon written notice by the ~~health officer or~~ animal control director, the owner or person having the control of any dog which has within the preceding ten days bitten any person, shall, upon demand, and in the discretion of the ~~health officer or~~ animal control director, follow one of the following procedures; ~~he shall immediately do one or more of the following:~~

1. Confine such dog to his/her own premises;
2. Surrender such dog to the animal control director, who shall impound and keep such dog at the public pound in a separate kennel for a period of not less than ten days;
3. Surrender such dog to a licensed veterinarian as designated by the ~~health officer or~~ animal control director; or
4. Surrender the dog to the animal control director ~~or health officer~~ for quarantine at any other location or facility designated and approved by the ~~health officer or~~ animal control director.

B. If the dog is quarantined on the premises of the owner, the ~~health officer or~~ animal control director may post a quarantine sign on such premises, and it is unlawful for

any person to remove the sign during the term of such quarantine without the consent of the ~~health officer or animal control director~~. Any quarantine provided in this section shall be for a term of not less than ten days unless otherwise specified by the animal control director~~health officer~~.

C. During the quarantine period, it shall be the duty of the ~~health officer~~animal control director, ~~upon being notified by the animal control director that such dog has been impounded,~~ to determine whether or not such dog is suffering from any disease. If the ~~health officer, or a duly-licensed veterinarian designated by the animal control director~~health officer, shall determine that such dog is diseased and by reason of such disease is dangerous to persons or to other animals, s/he shall so notify the animal control director in writing to destroy such dog. A copy of such notice may also be served upon the owner or person having control of such dog.

D. If the ~~health officer, or such veterinarian~~ shall determine that such dog is not so diseased, and if the license required for such dog shall have been duly paid for the then current year, the animal control director shall notify ~~by mail~~ the person to whom the license for such dog was issued ~~and at the address from which the dog was surrendered to the animal control director~~ and shall, upon demand, release such dog to the owner or person lawfully entitled thereto, upon payment of any charges provided therefor, including expenses of quarantine and veterinary care; provided, however, that if no person lawfully entitled to such dog shall, within ~~five~~six days after the date of giving such last-mentioned notice, ~~appear at the public pound and request the release of such dog, and pay such charges,~~ such dog may be sold or destroyed by the animal control director in the same manner provided for in this chapter. (Ord. 378 § 18 (part), 1985: prior code § 4413)

E. It is unlawful for a person who owns or has custody or control of an animal, who knows or has reason to know that the animal bit another person, to fail to provide information (i.e., the owner's name, address and telephone number, and if licensed, the license tag number of the biting animal) to the victim as soon as practical, but no later than 48 hours after the bite. If the person who has custody or control fo the biting animal is a minor, the minor must provide identification or contact information for an adult owner or responsible party. If the biting animal is required by law to be vaccinated against rabies, the owner or person in control of the animal must, within 48 hours of the bite, provide the victim with information regarding the status of the animal's vaccinations. The skin of the victim must be broken or punctured in order to constitute a "bite" under this subparagraph.

6.04.360 - Rabies suspect—Determination procedures authorized.

A. Whenever the owner or person having the custody or possession of an animal shall observe or learn that such animal shows symptoms of rabies, or acts in a manner which would lead to a reasonable suspicion that it may have rabies, such owner or person having the custody or possession of such animal shall immediately notify the ~~health officer~~animal control director. The ~~health officer~~animal control director shall make or cause an inspection or examination of such animal to be made by a licensed veterinarian until the existence or nonexistence of rabies in such animal

is established by such veterinarian. Such animal shall be kept isolated in a pound, veterinary hospital or other adequate facility in a manner approved by the health officer~~animal control director~~, and shall not be killed or released for at least ten days after the onset of symptoms suggestive of rabies, after which time such an animal may be released by the health officer~~animal control director~~.

B. The health officer~~animal control director~~, or his/her agent~~duly authorized representative~~, is authorized and empowered to enter upon private property where any dog or other animal is kept or believed by him to be kept for the purpose of ascertaining whether such dog or other animal is afflicted or infected with rabies or other contagious disease. (Prior code § 4414)

6.04.370 - Kennels, catteries and pet shops—Permit requirements and regulations.

It is unlawful for any person, firm, corporation or association to erect, establish or maintain any dog kennel, cattery or pet shop as defined in this chapter without first obtaining written approval from the animal control director. Whether to approve such dog kennel, cattery or pet shop shall be in the discretion of the animal control director who shall take into consideration the type of construction to be employed as it relates to sanitation and manner in which the animals, birds or fowl are to be housed and such zoning regulations as may now be in effect or adopted from time to time. ~~It is unlawful for any person, firm, corporation, or association to erect, establish or maintain any dog kennel, cattery or pet shop as defined in this chapter without first obtaining a permit from the health services director. The granting of such permit shall be in the discretion of the health services director who shall take into consideration the type of construction to be employed as it relates to sanitation and manner in which the animals, birds or fowl are to be housed as well as the character of the person, firm, corporation, or association making application, and such zoning regulations as may now be in effect or adopted from time to time. The health services director may appoint the animal control director as his agent and to act in his behalf in investigating applications for such permits. Upon the approval of the health services director, or his designated agent aforesaid, the animal control director, upon the payment of annual license fees in accordance with the county of Santa Barbara fee schedule then in effect, for the privilege of maintaining a dog kennel, cattery or pet shop, shall issue to the applicant a license in such form as he may prescribe. Such annual license shall be for the calendar year or any part thereof during which such dog kennel, cattery or pet shop shall be maintained, and shall be due and payable in advance on the first day of January of each year, and shall expire on December 31st of such year, provided the above mentioned permit has not been revoked. Every person, firm or corporation maintaining a dog kennel, cattery, or pet shop shall post a notice in a conspicuous place where it may be seen outside the locked premises, a notice listing names, addresses and telephone numbers of persons who may be contacted in the event of an emergency. (Prior code § 4403)~~

6.04.380 - Kennels, catteries and pet shops—Permit revocation.

The permit approval for the maintenance and operation of a dog kennel, cattery or pet shop may be revoked at any time for cause when, in the opinion of the health

~~officer~~animal control director or his/her agent, such dog kennel, cattery or pet shop is not being properly maintained or operated from the standpoint of sanitation of the premises or proper care of the animals, ~~birds, or fowl. Upon revocation of such a permit, the license issued by the animal control director for the then current year shall be null and void and the entire fee paid for such annual license shall be forfeited.~~ (Prior code § 4427)

6.04.390 - Equine, bovine, bovidae, suidae, leporidae and fowl—Permit requirements—Special permit for 4H type projects.

A. The keeping or maintaining within the city of any livestock including any live horse, mule or other equine, cow or other bovine, sheep, goat or other bovidae, hog or other suidae, chicken or other fowl, ~~rabbit or other leporidae~~ shall be unlawful without a permit first having been obtained from the city manager or his authorized representative.

B. No live horse, mule or other equine, cow or other bovine, sheep, goat or other bovidae, hog or other suidae, chicken or other fowl, ~~rabbit or other leporidae~~, or other livestock shall be kept in any building used for residential purposes, or in any part thereof, nor shall any such animal be kept or maintained in the city unless there is provided for that purpose a barn, stable, hutch, pen, house or building constructed according to law.

C. Equine, bovine, bovidae, or suidae shall be prohibited on any lot of ~~ten thousand~~10,000 square feet or less. On lots greater than ~~ten thousand~~10,000 square feet there shall be a limit of one per lot. No barn, stable, hutch, pen, house or building intended for equine, bovine, bovidae, or suidae shall be erected, constructed, established, altered or enlarged within ~~three hundred~~300 feet of any residence, apartment, hotel, motel, school, church, hospital, public building, dwelling or other place of human habitation.

D. Fowl or leporidae shall not exceed one per ~~one thousand~~1,000 square feet of lot area, or ~~twenty-four~~24 total fowl or leporidae, whichever is the lesser. Fowl or leporidae may be stabled or hutched in a totally covered and enclosed area not less than ~~twenty-five~~25 feet from any residence, apartment, hotel, motel, school, church, hospital, public building, dwelling or other place of human habitation. Roosters and peacocks are not permitted within the city.

E. The city manager or his/her authorized representative may issue a special permit allowing one sheep, goat or hog or other suidae that is less than one year old and is part of a controlled, educational animal husbandry project, such as those sponsored by 4H and FFA, to be stabled or hutched in an enclosed area not less than ~~twenty-five~~25 feet from any residence, apartment, hotel, motel, school, church, hospital, public building, dwelling or other place of human habitation. This special permit shall not be granted for any horse, mule or other equine, cattle or other bovine.

F. A permit shall be applied for to the city manager or his authorized representative in writing and the city manager or his authorized representative shall thereupon cause an investigation to be made. If, after investigating the conditions and considering the facts presented, the following facts are found by the city manager or his authorized

representative, a permit shall be issued to such applicant by the city manager or his authorized representative:

1. That the keeping or maintaining of such animal or animals will not constitute a nuisance to the neighborhood;
2. That the keeping or maintaining of such animal or animals will not constitute a menace to public health;
3. That the keeping or maintaining of such animal or animals will not constitute an interference with the comfortable enjoyment of life or property;
4. That the keeping or maintaining of such animal or animals will not be a violation of any state or municipal law or ordinance;
5. That the keeping or maintaining of such animal or animals will not create a harborage or breeding grounds for insects or vermin.

G. If such facts are not found, such permit shall be refused. Permits issued pursuant to this section may be revoked by the city manager or his authorized representative at any time for cause, including, with limitation, failure to maintain the animals in accordance with subdivisions 1 through 5 of subsection F of this section. (Ord. 327 § 1, 1982; Ord. 324 § 1, 1982; Ord. 279 § 1, 1979; prior code § 4431)

6.04.400 - Animals at large—Prohibited—Impoundment and notice—Disposition.

A. It is unlawful for any person owning or having possession of any animal to permit it to be at large without reasonable control or to allow the animal to be pastured or kept upon any street or other public place, or upon any private property against the wishes of the owner or occupant thereof, or in any manner or place to the injury of the owner or occupant of any other property.

B. Any animal found by the animal control director or his/her agent not under control as prescribed in subsection A, shall be taken by the animal control director or his/her agent and impounded, provided that no such animal staked or tied for the purpose of grazing upon private property and no ~~fowl~~ cat at large upon private property shall be impounded except on the complaint of the owner or occupant of such property or any other property who claims to be injured thereby and where there is no sign that the animal is injured, in poor health, malnourished or abandoned.

C. The animal control director shall immediately notify the owner or person entitled to possession of any such animal ~~or fowl~~ of the impounding thereof, personally if known, or, if unknown, by posting notice of impounding with description of the animal ~~or fowl~~ and the time and place of apprehension, for five six business days at the animal control center.

D. After the expiration of such five six business days of notice of impounding, any animal ~~or fowl~~ mentioned in such notice may be disposed or made available for adoption ~~of~~.

(Prior code § 4430)

6.04.410 - Animals at large—Female in estrus—Prohibited.

It is unlawful for any person owning or having possession of any female animal, during the period when such animal is in heat or breeding condition, to permit it to be at large. (Prior code § 4429)

6.04.430 - Unattended animals—Securing requirements and prohibitions.

It is unlawful for the owner or driver of any animal to leave, or cause or permit such animal to be left unattended and unsecured on unenclosed private property, on a public street or in a public bridle path. Such animal shall ~~have a bridle~~ be securely fastened ~~around its head with a bit in its mouth and hobbles fastened to its fetlocks,~~ or in case of one or more animals harnessed to a vehicle, by having a brake thereon tightly set. It is unlawful for any person to hitch, or cause or permit an animal to be hitched to any tree, lamppost, bench, ~~or street signpost~~ or other structure in any street or park in the city. (Prior code § 4433)

6.04.440 - Unruly animals in public places prohibited.

It is unlawful for any person to ride, drive or cause to be ridden or driven any dangerous, unbroken or partially broken animal upon any public street or bridle path. (Prior code § 4434)

6.04.450 - Riding animals on the sidewalk prohibited.

It is unlawful for any person to ride or drive or cause to be ridden or driven any horse or livestock on the sidewalks of the city. (Prior code § 4435)

6.04.460 - Delivery of violating or trespassing animal dog to director by person at interest authorized.

Any animal dog in violation of this chapter or found trespassing on any private property in the city may be taken up by any person at interest and delivered to the animal control director or his/her agent in the city. (Prior code § 4436)

6.04.470 - Disposal of carcasses.

Any person possessing a dead animal ~~or fowl~~ shall dispose of it in a manner consistent with safe and sanitary practices. (Prior code § 4428)

6.04.480 - Dogs used by law enforcement.

A. Where law enforcement has a right to enter or be present in or at any place, public or private, in the performance of official law enforcement duties, any dog and the handler of any dog, used by law enforcement in the performance of official duties shall have the right to enter or be present in or at any such place.

B. It is unlawful and a misdemeanor for any person to willfully torture, tease, torment, beat, kick, strike, mutilate, injure, disable, or kill any dog used by law enforcement in the performance of its functions or duties or to interfere with or meddle with any such dog while in the performance of any of the functions or duties of the law enforcement.

C. The provisions of Sections 6.04.230 and 6.04.240 shall not apply to dogs that have been trained for law enforcement duties and which are used for said purposes by law enforcement during the performance of said official duties. (Ord. 568 § 22, 2001; Ord. 312, 1981)

6.04.490 - Dogs creating nuisance by defecating in public parks, etc.

No person owning or having custody or control of any dog shall knowingly or through failure to exercise due care or control permit such dog to defecate and allow such to thereafter remain in any public park, school ground, or other public place, upon the sidewalk or parkway of any street, or upon any private property which is improved or occupied without the consent of the owner or person in lawful occupation thereof. A person shall not be considered in violation of this section if the person has necessary equipment, i.e., shovel, bag, etc., readily available and does take immediate and necessary action to accomplish removal of such nuisance. (Ord. 313, 1981)

6.04.500 - Regulation of dogs at public events.

It is unlawful for any person to possess, control or maintain any dog in a manner inconsistent with permit conditions regulating the presence of dogs imposed by the city on issuance of a special event permit or discretionary permit for any parade, athletic event or other special event. (Ord. 622 § 2 (part), 2007)

6.04.510 - Animal noise nuisances.

A. Prohibited Acts and Exceptions. It is unlawful and a public nuisance for any person to keep, maintain or permit any animal under his or her charge, care, custody or control to emit excessive noise, subject to the following exceptions for:

1. Any commercial animal establishment permitted by zoning law.
2. Any parcel having a general plan designation for agricultural and agricultural uses or zoned exclusively for agriculture.

B. Definitions. For the purposes of this section, the term "excessive noise" means the utterance of barks, cries or sounds which are loud, frequent and continued over a period of time, which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of persons residing in two (2) or more separate dwelling units in the neighborhood. "Dwelling unit" means any adjacent or nearby home, apartment or condominium.

C. Enforcement. Enforcement of this section shall take place as follows:

1. Complaints. Complaints to the city manager or his designee pursuant to this section shall be in writing, shall be signed by and bear the name, address and telephone number of the complainants, shall state the place or places where the nuisance exists, shall describe the animal(s) and the conduct which constitutes the nuisance, and shall give the name and address of the animal's owner or keeper, if known to the complainants, and shall be public records and open to public inspection.
2. First Notice. Whenever two (2) or more persons living in separate dwelling units in the neighborhood file a complaint with the city manager or designee, such city manager or designee shall issue a written notice to the owner or person having charge, care or custody of the animal, advising the person of the noise

complaint and requesting immediate abatement of the excessive noise. The notice shall include a copy of the ordinance codified in this section and applicable enforcement provisions.

3. Second Notice.

a. If, within ~~sixty~~(60) days from the issuance of the written notice as provided in subsection (C)(2) of this section, a second complaint signed by two ~~(2)~~ or more persons living in separate dwelling units in the neighborhood is received, the city manager or designee shall, by written notice, require the owner or keeper of the animal to appear with the complainants at an informal hearing before the city manager or designee to give the complainants and the owner or keeper of the animal an opportunity to provide information concerning any disputed fact or issue and to discuss ways and means to resolve the problem. The notice shall state that a failure to appear may result in the referral of the matter to the city attorney for appropriate action. If, after the conclusion of the informal hearing, it is determined by the city manager or designee that excessive noise is occurring and that the problem remains unresolved, the matter shall be referred to the city attorney for enforcement proceedings as provided in subsection (C)(5) of this section.

b. If the owner or keeper fails to appear before the city manager or designee and if in the opinion of the city manager or designee the written complaint(s) establishes by prima facie evidence that the animal(s) emitted excessive noise, the matter shall be deemed unresolved and referred to the city attorney for enforcement proceedings as provided in subsection (C)(5) of this section.

c. Whenever a matter is deemed unresolved and referred to the city attorney, the city manager or designee shall, within ~~fifteen~~(15) days, serve notice of his or her determination and referral of the matter to the city attorney upon the owner or keeper and upon the complainants. The notice shall be in writing and may be served either by personal delivery of a copy or by certified mail, return receipt requested, to the person(s) to be served. The notice shall include: (i) copies of all complaints, (ii) a statement of the city manager or designee's finding that the matter is deemed unresolved, and (iii) a copy of the ordinance codified in this section.

4. Form of Notice. Any written notification required by this section need not use the exact words of this section to the addressee so long as the notification sufficiently informs the addressee of the nature of the disturbing noise emitted by an animal. The language shall be liberally construed to accomplish the objectives of this section.

5. City Attorney Enforcement. Whenever the city manager or his designee chooses to refer a violation of this section to the city attorney, the city attorney may enforce this section subject to the remedies and penalties pursuant to Chapters 1.06 and 1.08 of this code. Such procedures are in addition to any other remedies which may be available under the law. (Ord. 622 § 2 (part), 2007)

6.04.520 - Animal feeding nuisances.

~~A. Prohibited Acts and Exceptions. It is unlawful and a public nuisance for any person to feed, offer food or in any manner provide food to any wild, domesticated and/or undomesticated animal on any public property in the city, including but not limited to, any public building, way, street, park, beach or public facility, subject to the following exceptions:~~

~~1.A. Persons legally engaged in trapping or luring wild, domesticated and/or undomesticated animals may utilize food as bait pursuant to applicable laws.~~

~~2.B. Wild and/or undomesticated animals may be maintained, treated or fed pursuant to a valid certificate or permit issued by the federal or state government.~~

~~3.C. Wild and/or undomesticated animals may be fed as necessary due to injury or illness between the time of notification to humane personnel to pick up such wild and/or undomesticated animals and the time of pick-up.~~

~~B. Definitions. For the purposes of this section, "wild and/or undomesticated animal" means an animal which is wild or non-captive by nature and not customarily domesticated in Santa Barbara County and which, because of its size, disposition or other characteristics could constitute a danger to property or to human health, safety or welfare. "Food" means any food product, pet food, grain, salt, refuse or any edible matter which constitutes a lure, attraction or enticement for wild and/or undomesticated animals.—(Ord. 622 § 2 (part), 2007)~~

6.04.550 - Spay-neuter requirements.

6.04.560 - Purpose.

The purpose of this ordinance is to reduce the number of dogs and cats in shelters and reduce the number being euthanized.

6.04.570 - Intent.

The intent of the spay/neuter provisions of the ordinance is to create a culture and common practice of spaying and neutering dogs and cats. Education and voluntary compliance is the preferred method of achieving spaying and neutering, with enforcement measures as a last resort.

6.04.580 - Prohibition against unaltered dog or cat.

Every person who owns a dog or cat over the age of four months that is kept in the City of Carpinteria is required to have such dog or cat spayed or neutered unless an exception applies under Section 6.04.590. Nothing in this Section shall make veterinarians mandatory reporters of animals that have not been spayed or neutered.

6.04.590 - Prohibition against unaltered dog or cat; exceptions.

No person shall own a dog or cat over the age of four months that is kept in the City of Carpinteria that has not been spayed or neutered, unless valid written documentation is provided to show proof that the animal is exempt from the requirement to be spayed or neutered by reason of one of the following:

- A. The dog or cat is a breed approved by and is registered with the American Kennel Club, American Cat Fanciers Association or a similar foreign registry recognized by the Code Compliance Division, whose program and practices are consistent with the humane treatment of animals, and the dog or cat is actively used to exhibit or compete and has competed in at least one legitimate exhibition or sporting competition hosted by, or under the approval of, the American Kennel Club or a similar foreign registry, within the last two years, or is being trained or groomed to exhibit or compete and is too young to have yet competed.
- B. The dog has earned, or if under three years old, is actively being trained and in the process of earning, an agility, carting, herding, protection, rally, hunting, working or other title from a registry or association approved by the Code Compliance Division.
- C. The dog is being, or has been, appropriately trained and is actively used in a manner that meets the definition of a guide, signal or service dog as set forth in Penal Code section 365.5, subdivisions (d), (e) and (f), or the dog is enrolled in a guide dog program administered by a person licensed under Business and Professions Code section 7200 et seq.
- D. The dog is being, or has been, appropriately trained and is actively used by law enforcement agencies, the military, or search and rescue organizations, for law enforcement, military, or search and rescue activities.
- E. The owner of the dog or cat provides a letter to the Code Compliance Division from a licensed veterinarian certifying that the animal's health would be best served by spaying or neutering after a specified date; or that due to age, poor health or illness of the animal, it is detrimental to the health of the animal to spay or neuter the animal; or that arrangements have been made to spay or neuter the dog or cat within 60 days after the compliance deadline and the dog or cat is spayed or neutered within that 60-day period. This letter shall include the veterinarian's license number and the date by which the animal may be safely spayed or neutered. The letter shall be updated periodically as necessary in the event the condition of the animal changes.
- F. The owner of the dog or cat is an American Kennel Club "Breeder of Merit."
- G. The dog or cat has a valid breeding permit issued to the owner by the Code Compliance Division.

6.04.600 - Compliance.

It shall be the owner's responsibility to comply with the spay-neuter provisions of this Article, including paying the applicable license fee.

6.04.610 - Implant.

A dog that has not been spayed or neutered shall be implanted with an animal identification device, at the owner's expense, identifying the owner of the animal.

6.04.620 - Breeding permit.

- A. No person shall cause or allow any dog or cat owned, harbored or kept within the City of Carpinteria to breed without first obtaining a breeding permit, as described below. The term breeding permit means a written authorization, issued annually by the Community Development Director, giving the animal's lawful holder permission to breed a dog or cat.
- B. Each breeder's permit shall be valid for one year from the date of issuance and may be renewed annually before its expiration date. Each applicant for such a permit shall pay an annual fee of \$100.00, or the then established annual fee approved by the city council of the City of Carpinteria. A separate permit must be obtained for each dog or cat which is allowed to breed. No person is eligible for a breeding permit unless that person can present documentary evidence to the Code Compliance Division from a veterinarian that the parent dogs have received all recommended vaccinations and have had proper veterinary care.
- C. The Code Compliance Division shall administer an animal breeding permit program consistent with the following criteria:

 - 1. Under no circumstances shall a breeding permit be issued to a person who has been convicted of animal cruelty or neglect.
 - 2. The owner of the unaltered female dog or cat shall not allow the whelping of more than one litter in any household within the permit year, unless prior written permission has been obtained from the Animal Control Director for good cause shown (including, but not limited to, where breeding is required to protect the health of the animal or where the permittee was forced to euthanize a litter of dogs or cats through no fault of the permittee).
 - 3. Issuance of a breeding permit shall be conditioned upon the animal owner's consent to such inspections, as may be required, by the Code Compliance Division to verify that a breeding permit is not used to whelp more than one litter in any household.
 - 4. No offspring may be sold, adopted, bartered or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least eight weeks, and has been immunized against common diseases according to current veterinary practice in Santa Barbara County; and the sale or adoption of the dog or cat shall include a statement signed by the seller or person providing the offspring for adoption attesting to the signatory's knowledge of the animal's health and the animal's immunization history.
 - 5. Any holder of a breeding permit in the City of Carpinteria who advertises to the public the availability of any dog or cat for sale, adoption or transfer, whether for compensation or otherwise, must prominently display the permit number in any such advertisement. Further, the breeding permit holder must provide the permit number to any person who purchases, adopts or receives any animal from the permit holder and include the

permit number on any receipt of sale or transfer document.

6. Any holder of a breeding permit in the incorporated area of the City of Carpinteria who sells or otherwise transfers a dog, whether for compensation or otherwise, shall submit to the Code Compliance Division the name, street address, mailing address, email address and telephone number of the animal's new owner within five days from the sale or other transfer, on a form approved by the Code Compliance Division.
7. Any holder of a breeding permit or commercial establishment in the City of Carpinteria that sells or otherwise transfers a dog, whether for compensation or otherwise, shall provide to the new animal owner City of Carpinteria applications for a dog license and permit.

D. The following animals are exempt from breeding permit requirements:

1. Dogs documented as having been appropriately trained and actively used by law enforcement agencies, the military or search and rescue organizations for law enforcement, military or search and rescue activities.
2. Dogs documented as guide, signal or service dogs pursuant to California Penal Code section 365.5, subdivisions (d), (e) and (f).
3. Dogs and cats certified by a licensed veterinarian as not being suitable subjects for spaying-neutering due to health reasons;
4. Dogs and cats under the care of governmental animal control agencies; animal rescue organizations which have demonstrated to the Code Compliance Division that they have implemented an ongoing spay-neuter plan, as well as an adoption plan; or humane societies or societies for the prevention of cruelty to animals, if such societies are incorporated under the provisions of the California Corporations Code and the Nonprofit Public Benefit Corporation Law.
5. Dogs documented as enrolled in a guide dog breeding program administered by a person licensed under Business and Professions Code section 7200 et seq.
6. Dogs and cats owned by any person who is able to present documentary evidence that the person is an American Kennel Club "Breeder of Merit."

6.04.630 - Sale of commercially bred dogs, cats and rabbits in pet stores prohibition.

It shall be unlawful for any person to sell any dog, cat or rabbit in any pet store, retail business or other commercial establishment located in the City, unless the dog, cat or rabbit was obtained from an animal shelter or a humane society located in the County of Santa Barbara or a non-profit rescue and humane organization registered with the Code Compliance Division. For purposes of this section, a rescue and humane organization is defined as a California non-profit public benefit corporation exempt from taxation under Internal Revenue Code section 501(c)(3) that participates in the early spay-neuter of animals, complies with State and local laws regarding the humane treatment of

animals, and whose mission and practice is, in whole or in significant part, the rescue and placement of dogs, cats and/or rabbits.

6.04.640 – Sale or disposition of animals in a public place.

It shall be unlawful for any person to sell or otherwise transfer any dog, cat or rabbit in a public place, whether on public or private property, except where that person holds a breeding permit as provided for in section 6.04.620 and is in compliance with its provisions regarding the sale or transfer of animals.

6.04.650 - Enforcement.

A. Any person violating any provision of this Chapter shall be given a notice of violation which shall quote the provisions being violated and require compliance. If the person fails to comply within 60 days of receipt of the Compliance Order, the person shall be subject to the administrative enforcement and penalty provisions set forth in Article 1.

1. The daily civil penalties for failure to comply with spay-neuter requirements of Chapter 6.04 of this Code shall be up to \$25 per day, or such other sum approved by resolution of the city council, and the daily civil penalties shall commence 61 days after the owner's receipt of the Compliance Order. Every person who fails to comply with Chapter 6.04 of this Code within 60 days of receipt of the Compliance Order shall also be guilty of an infraction.
2. The civil penalties for failure to comply with the breeding permit provisions of Section 6.04.620 shall be up to \$500 per breeding dog or cat, or such other sum approved by resolution of the city council. Every person who fails to comply with Section 6.04.620 within 60 days of receipt of the notice of violation shall also be guilty of an infraction.
3. The civil penalty for violation of Section 6.04.630 shall be \$100.00 for the first violation, \$200.00 for the second violation, and \$500.00 for the third and following violations, or such other sums approved by resolution of the city council. Every person who violates Section 6.04.630 is guilty of a misdemeanor.

B. The Code Compliance Division may revoke any breeding permit issued upon finding that the permit holder has violated its terms and conditions. Such a finding shall be made only after a noticed hearing conducted by an Administrative Hearing Officer in accordance with the provisions of Sections 1.06.120 through 1.06.140. If the hearing officer finds that a violation has occurred, the hearing officer will issue written findings and an order revoking the applicable breeding permit(s). The permit holder shall have the right to petition in the Santa Barbara County Superior Court for review of the hearing officer's decision in accord with Section 1.06.200.

SECTION 3. EFFECTIVE DATE

This Ordinance shall be in full force and effect on July 1, 2016; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the City Councilmembers voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City of Carpinteria.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5. CEQA EXEMPTION

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15060(c)(3) (this ordinance is not a "project" as defined in section 15378 because it will not result in a direct or indirect physical change in the environment in that it will reduce the number of dogs and cats within the City which will generally have positive effects on natural resources and the environment), section 15307 (this ordinance will conserve natural resources by reducing the number of dogs and cats in the City), and section 15308 (this ordinance will protect the environment by reducing the number of dogs and cats in the City).

PASSED, APPROVED AND ADOPTED this 28th day of September 2015, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

Mayor of the City of Carpinteria

ATTEST:

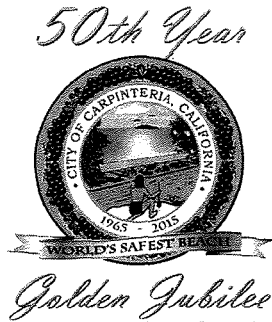
City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 28th day of September 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 for the
City of Carpinteria



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Special Event Permit for the Golden Jubilee and 2015 Avocado Festival

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council (1) Approve the issuance of a Special Event Permit for the Golden Jubilee and 2015 Avocado Festival in accordance with the attached conditions of approval and Festival description, and; (2) Make the determination that during the hours of events operation the area within the beer garden boundaries as set forth in the attached map, is a Public Park, pursuant to C.M.C §10.68.010, and; (3) Authorize expenditure of City resources as detailed in this report.

Motion: I move to (1) approve the attached Special Event Permit for the Golden Jubilee and 2015 Avocado Festival with its special conditions, (2) make the determination that the area within the beer garden boundaries is a Public Park, pursuant to C.M.C. §10.68.010, and (3) authorize expenditure of City resources as detailed in this report.

BACKGROUND

The California Avocado Festival is a community event now in its 29th year. It has evolved over time into one of the largest free festivals in California and is one of the few that operates in a town center. The Festival also serves as a major fund raising opportunity for local non-profits, and in recent years has worked to be a leader in environmentally responsible practices for their operations.

The California Avocado Festival organization has submitted a Special Event Application for the 2015 Avocado Festival. The annual festival is scheduled for Friday, October 2, 2015, through Sunday, October 4, 2015. As with prior events, this Special Event Permit application is being brought to the City Council for approval in order to operate in the

public right-of-way; permit the consumption of alcoholic beverages on City property; and to authorize the expenditure of City funds for provision of supplemental Sheriff's Deputies and Public Works personnel as described. This year, the permit includes the City of Carpinteria's 50th Year Golden Jubilee, which will take place on Thursday, October 1, 2015 within the footprint of the Avocado Festival. Staff is recommending that this Special Event Permit be approved with the attached list of conditions.

DISCUSSION

The festival is proposed to operate as it has in recent past years on Friday, Saturday and Sunday, with some changes to incorporate the Golden Jubilee celebration on Thursday. The festival footprint would include Linden Avenue between Carpinteria Avenue to the north and 6th Street to the south and involves portions of the intersecting streets. Linden Avenue will close Wednesday morning for preparation and set up and is expected to be reopened to traffic late Sunday night. On Thursday, October 1, the Golden Jubilee is proposed to take place from 4:00 pm to 10:00 pm, with the 29th Annual Avocado Festival operations on Friday taking place from 11:00 am to 10:00 pm. On Saturday the festival would operate from 10:00 am to 10:00 pm, and on Sunday from 10:00 am to 6:30 pm. A map of the festival area including activities and pertinent information is attached to this report and is made a part of the Permit.

The organizers are requesting that alcohol sales be allowed until forty-five minutes prior to closing on each day of the festival. This is modeled after other events in the South Santa Barbara County area. It has been observed that if attendees are encouraged to stay until the end of the event, the likelihood of there being problems associated with event attendees later in the evening is reduced.

The Golden Jubilee celebration on October 1 will kick off at the Seal Fountain with presentation and recognitions and will be followed by a block party with food, music and a ferris wheel. There will also be a concurrent ticketed event that includes food, music and dancing.

The festival also proposes to operate a bus and shuttle drop off zone on the north side of Carpinteria Avenue at 5100 Carpinteria Avenue, adjacent to the Torrey Pine property, where restrooms, refuse and recycling cans, and free of charge dog daycare will be provided. The pet sitting area will be a 40' by 40' enclosed area run by the local non-profit Deserving Dogs Rescue and Rehabilitation volunteers.

POLICY CONSISTENCY

- A. Special Event Permit:** With any special event, public safety is paramount. The City and event organizers work closely to ensure everyone has a good time in a safe environment. Measures taken to protect public health and safety include:

1. **Mandatory Food Safety Meeting and Inspections:** The event organizers facilitate an annual meeting with County Health Department representatives to educate and advise event food vendors on food safety requirements for outdoor festivals. County inspectors visit each booth prior to opening and must sign-off that they have met myriad food safety requirements prior to the preparation and serving of food to the public.
2. **Mandatory Alcoholic Beverage Servers Training:** All volunteers that serve alcohol are required to participate in State Alcoholic Beverage Control (ABC) server training intended to minimize public intoxication and violations of regulations on the sale and serving of alcohol, with several dates scheduled prior to the festival.
3. **Event Security:** Event organizers contract for private security to enforce event rules and prevent theft.
4. **Public Safety:** Event organizers pay for supplemental law enforcement services during the event, consistent with recommendations of the Santa Barbara County Sheriff's Department. Also, a Safety Area at the event, operated by the Sheriff's Department, Carpinteria-Summerland Fire District, and volunteers, will provide general public safety information and also serve as a central location for persons having medical issues, lost children, etc.
5. **Hours of Operation, Entertainment and Event Rules:** Event organizers strive to operate a family friendly event that fits with the character and interests of the Carpinteria community. Each year event organizers make adjustments intended to improve the event in meeting its goals. Hours of operation, entertainment, vendors, and other aspects of event operations have been discussed with City staff in a meeting held on August 26 in order to ensure they support event objectives and to anticipate any public health and safety issues. Also, rules applying to event participants are established that prohibit bringing pets, smoking in unauthorized areas, and other conduct that has been determined to be unsafe. The City's permit requires these rules to be posted at all entrances to the event and for their enforcement by the event organizers.

B. Alcohol Sales & Consumption: The City may allow alcohol sales and consumption in the identified Beer Garden area (see attached map), by declaring the area to be a public park and approving the subject Special Event Permit. These actions serve to permit alcohol sales and consumption that is not normally allowed within the street right-of-way area where the event is held. CMC 10.68.010(M) defines a Special Event as including any event in a public park where regulated alcoholic beverages are to be consumed. ABC issues a permit to the festival for the event that establishes conditions/restrictions on the sale and consumption of alcohol, including defining the beer garden area and limiting the hours of sale. The ABC license application is consistent with the Special Event permit request. Hours of operation proposed for alcohol sales are 4:00 pm to 9:15 pm on Thursday; 11:00 am to 9:15 pm on Friday; 11:00 am to 9:15 pm on

Saturday, and 11:00 am to 5:15 pm on Sunday, stopping sales forty-five minutes before the event closes each day.

- C. Use of Public Resources:** Each year the City supports the Festival by providing Sheriff's Deputies, Public Works personnel, and electricity. It has been determined that there are numerous benefits to the Community due to the Festival and that the services provided by the City are an appropriate use of public resources.

The cost for law enforcement for last year's event was \$7,500, which was lower than previous years due to changes in staffing levels and increased private security. Actual law enforcement costs for the event have risen as the event has grown, but have been stable for the past several years. Through agreement with the Festival organizers, the City has paid the first \$5,000 in law enforcement costs and the Festival pays all costs over that amount. That agreement is reflected in condition no.16 of the attached Special Event Permit Conditions. The estimated cost for this year's law enforcement service is \$12,600 and is based on approximately 180 man-hours. This is an increase from last years' estimate due to an additional 30 man-hours for Thursday night.

The cost of Public Works personnel to provide traffic control, street closures, and no- parking signs is approximately \$6,000. Some of this cost is direct overtime during the hours of the event, and some is the opportunity cost of providing these services during normal working hours. Additionally, Code Compliance officers perform normal duties in the festival area over the weekend, including parking enforcement and prohibiting illegal vendors. There is no additional cost associated with these services.

The cost of electricity is not known, but is minimal compared to the other costs. Much of the power needed for the event is provided via portable biodiesel fueled generators supplied by the event organizers. Additionally, cleaning of sidewalks and streets after the Festival has been performed by Public Works. Cleaning will continue this year, and is scheduled for the week after the Festival. It costs approximately \$6,500 for sidewalk cleaning on Linden Avenue from Carpinteria Avenue to 5th Street.

- D. Waste and Recycling:** A variety of measures are taken by the Festival and City to reduce the amount of waste from the event that goes to the landfill and to prevent pollution. During the event, several storm drain inlets are blocked in order to prevent liquid waste from entering storm drains and the waste water from post-event cleaning (mentioned above), is recycled. Event organizers contract for janitorial service to maintain an adequate number of clean restroom facilities and to sort/recover recyclables from the event waste stream (City public rest rooms at 9th Street and 5th Street are closed during the event). Consistent with City regulations, the event prohibits vendors from using non-recyclable

plastic take-out food containers. The event organizers have also indicated that they encourage vendors not subject to the single-use bag regulations to limit the distribution of film plastic bags. The event permit requires documentation and reporting of the waste stream and diversion amounts.

FINANCIAL CONSIDERATIONS

Costs associated with City support of the Avocado Festival, as noted above, include \$5,000 for law enforcement services and approximately \$6,000 in Public Works personnel and other labor and contract costs. These anticipated costs are included in the City's adopted budget.

The Avocado Festival's beneficial economic impact to the community has been discussed in previous years in conjunction with the City's subsidy of the event. The extent of the beneficial impact on the local economy is difficult to ascertain. One aspect to the economic benefit is the opportunity for local non-profit fundraising. In recent years, non-profit net annual proceeds from the event have been approximately \$200,000, according to event organizers. Further, it has been generally acknowledged in previous years that the festival provides additional sales and bed tax, and future tourism dollars by promoting the City as a nice place to visit.

This year, additional costs for the Golden Jubilee will be funded through the Avocado Festival, Inc., and the 50th Anniversary Committee. The 50th Anniversary Committee has committed up to \$15,000 for the Golden Jubilee celebration on Thursday evening.

LEGAL

Approval of this permit allows the footprint of the Avocado Festival to operate as a City Park, enabling the sale of food and alcohol in the public right-of-way without additional encroachment permits.

OPTIONS

The City Council could choose to not to approve the Golden Jubilee and Avocado Festival special event permit and direct staff to make revisions.

PRINCIPAL PARTIES EXPECTED AT MEETING

Heather Jenkins

ATTACHMENTS

Attachment A: Special Event Permit Application for the Golden Jubilee and 2015 California Avocado Festival

- Project Description
- Beer Garden Map
- Event Map
- Torrey Pine Site Map

Attachment B: Special Event Conditions of Approval

Staff contact:

Erin Maker, Environmental Coordinator
(805) 684-5405, ext. 415,
erinm@ci.carpinteria.ca.us



Signature

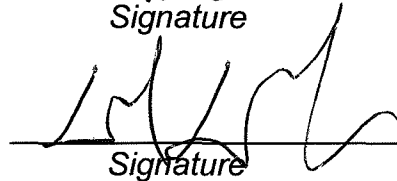
Reviewed by:

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

 for C.E.

Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Special Event Permit Application for the
Golden Jubilee and 2015 California Avocado Festival

City of Carpinteria, California**DEPARTMENT OF PUBLIC WORKS****SPECIAL EVENT PERMIT APPLICATION**EVENT NAME: 2015 California Avocado Festival**APPLICANT INFORMATION**Organization Name (If applicable): California Avocado FestivalContact Name: Samantha MaasAddress: office: 4299 Carpinteria Ave. Suite 101 93013 mail: P.O. Box 146 93014Phone: 805 684-0038 Email: samantha@avofest.comAlternative Contact Name: Mike LazaroPhone: 805 684-4264 Email: mlaz1231@aol.comDescription of proposed event: See AttachedEvent Date: 10/1/15-10/4/15 Start Time: See Attached To: See AttachedAssemble Time: 7:00 am Disassemble Time: 11:00 pmEstimated Number of Participants: 100,000 flow**SITE PLAN/MAP ROUTE/TRAFFIC CONTROL PLAN DIAGRAM**

Your site plan should include the following:

- ☒ Outline of entire event, including street names. If your event includes road closures, please indicate the location of all closures, route to be traveled (if athletic event), including direction of travel and detours.
- ☒ The location of all stages, platforms, scaffolding, loud speakers, bleachers, canopies, tents, portable toilets, booths, dumpsters and other temporary structures.
- ☒ The location of all approved signs, barricades, and barriers. All signage associated with the event shall be placed as not to interfere with vehicles, bicycles and pedestrians. Signs directing traffic shall be in accordance with the California manual of Traffic Control Devices (CA MUTCD).

☐ Any signs that the event organizer plans on using to direct athletic event participants (may not imitate traffic control signs in any way)

☒ Other related event components not listed above

Support Request: Traffic ☒ Crowd Control ☒ Street Closure ☒ Other ☐

*The Department of Public Works will consider your request for support; however, a request does no guarantee support. If your event is requesting support from the City, please plan accordingly and submit your application **no less than one month prior to the event date**. Requests for support require approval by the Carpinteria City Council or their designee.*

Will this event cause any disturbance, noise or congestion in the vicinity of the proposed event?

Yes ☒ No ☐

If yes, please explain and give mitigating measures: Please see attached Project Description and

Will food or beverages be sold at the event? Yes ☒ No ☐

If yes, please attach the approved permit for Temporary Food Facility, which may be obtained from the Santa Barbara County Public Health Department and can be found on their website www.sbcphd.org, under Environmental Health Services.

All vendors and commercial participants shall have an active City of Carpinteria Business License at the time of the event. Vendors shall be required to have proof of such License the day of the event if requested by City staff or other enforcement agency.

PLEASE BE SURE YOUR APPLICATION IS COMPLETE!

In addition to the items above, your application must include the following items to be considered for approval:

☒ Application Fee (\$100/non-profits, \$450/for-profits)

☒ Insurance Indemnification*

☒ Proof of Insurance

☒ Additional Insured Endorsement

*Not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

ADDITIONAL REQUIREMENTS

This event may require permitting from other districts or agencies. The permittee shall obtain all necessary permits as may be required. Permittee shall maintain all permits and authorizations at the site during the scheduled events for review by City Staff or other enforcement agencies.

Other districts or agencies include, but are not limited to:

- ☐ California Department of Transportation (CalTrans)
- ☐ California Highway Patrol
- ☐ The County of Santa Barbara Public Works Department
- ☐ The County of Santa Barbara Public Health Department
- ☐ The Carpinteria-Summerland Fire Department
- ☐ Santa Barbara County Sheriff's Department

Applicant's Signature: _____

Date: 8/20/15

OFFICE USE ONLY

FEE PAID: \$ _____ CHECK #: _____ CASH ☐ RECEIPT: _____ DATE: _____

CERTIFICATE OF INSURANCE RECEIVED: YES ☐ NO ☐

Approved by:

Public Works Director

Lieutenant

City Manager

Date

Date

Date

2015 California Avocado Festival and Golden Jubilee
Project Description and Outline
08/31/2015

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2015 California Avocado Festival and Golden Jubilee

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1. FESTIVAL CONCEPT AND OVERVIEW

- A. The California Avocado Festival is a community event to be a major fund raising opportunity for many of the local non-profits and service groups of Carpinteria Valley. It was also created as an annual festival for the enjoyment of the people of the State of California, for the promotion of avocados.
- B. The Festival was organized in 1986 as a non-profit (501C-3) California corporation called the California Avocado Festival, Inc. The directors of the Festival are comprised of community members.
- C. Historically, the Festival has drawn some 80-100,000 attendees during the three days. Visitors come primarily from all over Southern California. After the Festival was covered on the *Food Network* and the *Travel Channel*, our visitors come from all over the world.
- D. This year we will be adding a Jubilee Celebration for the City of Carpinteria's 50th Year on Thursday, October 1st. The Jubilee was added for locals of Carpinteria to enjoy their city.

2. HOURS OF OPERATION

- A. The Jubilee Celebration will operate full scale on Thursday (10/01/15) from 4:00 PM to 10:00 PM. The 29th Annual Festival will operate full scale on Friday (10/02/15) from 11:00 AM to 10:00 PM, on Saturday (10/03/15) from 10:00 AM to 10:00 PM and Sunday (10/04/15) from 10:00 AM to 6:30 PM.
- B. Preparation for the Festival begins Wednesday morning (9/30/15) with the placing of the canopies and tents for the food court along the 900 block of Linden Ave. This is in preparation of Thursday's opening.
- C. The Thursday event will take place in the 700 and 800 blocks of Linden. The Friday Festival will take place in the 700, 800 & 900 blocks of Linden. Food booths will be open and there will be music at the Seal Fountain, Grotto Stage, & Main Stage.
- D. Arts and Crafts will be setup Saturday morning, and open Saturday and Sunday 10:00 AM-6:00 PM. On the 600 Block of Linden.
- E. Beer and wine sales manned by the Chamber of Commerce will cease at 9:15 PM on Thursday, 9:15 PM on Friday, 9:15 PM on Saturday and 5:15 PM on Sunday, (45 minutes hour prior to closing).
- F. The music will stop at 10:00 PM on Thursday, 10:00 PM on Friday, 10:00 PM on Saturday and 6:15 PM on Sunday.
- G. All vendors will cease selling at 10:00 PM on Thursday, 10:00 PM on Friday, 10:00 PM on Saturday and 6:15 PM on Sunday.

2015 California Avocado Festival and Golden Jubilee

Project Description and Outline

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3. SITE AND ACTIVITIES

- A. Linden Avenue (900): Is a mixed use area, Commercial Booths, Avocado Expo Tent and the High School Cheerleader's "Largest Vat of Guacamole" site.
- B. Linden Avenue (800): Food Booths will be concentrated on the east side of Linden, leaving a clear zone around the fountain. The fountain area will be left for acoustic music presentations. There will be tables and chairs in front of the Seal Fountain Stage and also on Wullbrandt Way. The Festival beer and wine booths will be located in this block. As well as in front of the Carpinteria Arts Council.
- C. Linden Avenue (700): Commercial South Exhibitors booths will be concentrated on this block. There will also be a flower tent for the Carpinteria Women for Agriculture, and a Ferris Wheel.
- D. Linden Avenue (600): Arts & Crafts Booths with handmade items. Exhibitors have applied for the Festival and have been judged by a committee to minimize duplicate items, keep quality high, etc. Festival staff will control entry and exit of vehicles from this area.
- E. 8th Street will be the site of the Grotto Stage hosting the Jubilee Celebration Thursday night, VIP Party only on Friday night, musical acts Saturday and Sunday and all contests with covered seating.
- F. 7th Street between Yucca and Cactus will be the site for the Kid's Area and Kid's Stage.
- G. 9th Street (900 block): The Main Stage will be located between Yucca and Linden with a defined dance area directly in front of stage.
- H. Wullbrandt Way (900 block): Food Vendors, table and chairs for eating, free speech area, bathrooms.
- I. 8th Street (Between 900-800 block): refrigerated semi trailer for perishable food storage; Sheriffs Command Center vehicle, First Aid, Cert, Aware and Prepare, and Fire District will provide Fire Engine.
- J. The "Torrey Pine Site" will serve as a shuttle & bus drop off point. City Hosts will be on site. Bathroom facilities and waste containers will be provided. We have arranged with DAWG to provide a "Doggie Day Care" free of charge to participants. A 40' x 40' fenced enclosure with a staging area will be provided for and operated by DAWG volunteers. Kirby Auto Group will sponsor this year's Doggie Daycare. This location will also be used for bicycle valet, operated by the Santa Barbara Bicycle Coalition.

4. SHUTTLE BUS INFORMATION

- A. Shuttle Bus service is being contracted with Jump on the School Bus to transport attendees from the Carpinteria High School parking lot and Canalino School parking lot to a drop point located on the north side of Carpinteria Avenue. Between Bank of America and Linden Pub.

2015 California Avocado Festival and Golden Jubilee

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- B. Service starts at 10:00 AM on Saturday and Sunday and will continue until about ½ hour after the Festival officially closes.
- C. Shuttle & Parking fee is \$10 per vehicle and \$20 per tour bus. Tickets will be sold at the High School as a fundraiser for a school sponsored program, the Carpinteria High School Football Team.
- D. Local street directional signs will be provided to direct traffic to the parking area. A portable restroom will also be provided at both locations.

5. PARKING RESTRICTIONS

The following work will be performed by Public Works staff unless otherwise noted.

- A. Sleeves will be put on the 90 minute parking signs at Parking Lot #1 (rear) from early Friday morning until the end of Festival.
- B. Public Works will place “No Parking” signs at the following locations and times.

a. Carpinteria Ave (Eastbound) @ Linden Ave. to Maple:	Sat-Sun 9 AM-10 PM
b. Carpinteria Ave (Westbound) @ Eugenia to Linden:	Sat-Sun 9 AM-10 PM
c. Linden Ave: 600 block	Thurs-Sun 7 AM-10 PM
d. Linden Ave: 700 block	Wed-Sun 7 AM-10 PM
e. Linden Ave: 800 block	Wed-Sun 8 AM-10 PM
f. Linden Ave: 900 block	Wed-Sun 8 AM-10 PM
g. Vons Driveway Fronting on 800 Linden	Thurs-Sun 8 AM-10 PM
h. Vons Driveway Behind Reading Room	Thurs-Sun 8 AM-10 PM
i. 10. Deliver 4 barriers to Vons for Parking lot	Thurs-Sun 8 AM-6 PM
j. 11. 7 th Street: 4900 Block to Cactus	Thurs-Sun 8 AM-10 PM
k. 12. 7 th Street: 500 Block to Yucca	Thurs-Sun 8 AM-10 PM
l. 13. 8 th Street: 4900(Von’s & Cactus to Linden)	Wed-Sun 8 AM-10 PM
m. 8 th Street: 5000, ½ block to alley	Thurs-Sun 8 AM-10 PM
n. 15. 9 th Street: 4900, ½ block to alley	Wed-Sun 8 AM-10 PM
o. 16. Wullbrandt Way (5000), ½ block to alley	Thurs-Sun 8 AM-10 PM
p. 17. 9 th &Cactus: 4 parking spaces SW corner of lot 2	Thurs-Sun 8 PM-10 PM
q. 18. 9 th Street from Yucca to Elm	Thurs-Sun 8 AM-10 PM
r. 19. Behind Napa Auto parts, Lot 1, extra Handicap parking	Thurs-Sun 8 AM-10 PM
s. 20. Vons Parking lot, 1 st row, fountain to corner	Thurs-Sun 8 AM-10 PM
- C. Post “Permit Parking only” at the following locations. (Monitored by festival event staff)
 - a. 9th Street - As with past years, we will provide our musicians with a parking permit for that area.
 - b. The properties along the South side of 9th Street will be notified and, if requested, will be given parking permits (as we have in the past).
 - c. 9th St. Permit parking will enter from Yucca and exit Elm.
 - d. On the north side of 8th Street from Haggan’s Driveway to Maple Ave.
 - e. Cravens Parking on 6th Street (601 Linden) – permit by parking only for residents.
- D. Both drives from 9th St. to Parking lot 1 will be closed/barricaded (to allow for additional parking in Lot 1 and 9th Street in the entrance/exit area).

2015 California Avocado Festival and Golden Jubilee
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- E. Downtown irrigation is shut off in the Festival footprint.
- F. The Festival provides 2015 "Vendor Event Access Cards" for closed street areas for loading/unloading only as provided in the past. There are 5 areas designated by 5 different colors/60 of each:
 - a. Arts & Crafts
 - b. Commercial
 - c. Food
 - d. Entertainment
 - e. GeneralPlease see attached for example.

6. STREET CLOSURES, DETOURS AND TRAFFIC CONTROL

The following work will be performed by Public Works staff unless otherwise noted.

- A. Street Closures will occur at the following locations:
 - a. The 700 block of Linden Ave. to Carpinteria Ave. Wednesday September 30th at 7:00 AM to Sunday, October 4th, 2015 and will be open by 11:00 PM.
 - b. 8th street between Elm Ave and Maple Ave, 9th street from Elm Ave to Linden, and Wullbrandt Way Wednesday September 30th through Sunday, October 4th, 2015 and will be open by 11:00 PM.
 - c. 600 Block of Linden Avenue to be closed from 6:00 AM Friday – 11:00 PM Sunday.
 - d. 8th Street between Cactus Avenue and Yucca from 8:00 AM Thurs. - 11:00 PM Sunday.
 - e. 9th Street between Cactus Avenue and Yucca from 8:00 AM Thurs. - 11:00 PM Sunday.
- B. Traffic detour signs will be placed at the following locations with respect to street closure times noted in above items #1 and #2.
 - a. Elm Avenue at 9th, 8th, and 6th Streets place (north/south arrow)
 - b. Maple Avenue at 8th, and 7th Streets (north/south arrow)
 - c. Linden Avenue, south of Carpinteria Avenue (east/west arrow)
 - d. Linden Avenue, north of Carpinteria Avenue (head of control cones)
 - e. Linden Avenue, north of 6th Street (south arrow)
 - f. No Parking on 8th Street from Von's Driveway to Elm – Operations parking
- C. Traffic control cones will be placed at the intersection of Carpinteria Avenue and Linden Avenue to detour southbound Linden Avenue traffic onto Carpinteria Avenue by way of left turn and right turn movements only.
- D. Traffic signal sequencing shall be modified by Public Works at the intersection of Carpinteria Avenue and Linden Avenue.
- E. Closed streets will be opened on Sunday night after vendors and equipment have been removed and street clean up is complete. Public Works will monitor area during cleaning and opening of streets. All Public Works items will be placed at corners for pickup on Monday morning. Items such as beverage trailers, portable restrooms and roll off containers will either be located on private property or be situated close to the curbs so as to not impede traffic or pose any hazards.
- F. Festival volunteers will pick up all shuttle bus direction signs.

2015 California Avocado Festival and Golden Jubilee

Project Description and Outline

08/31/2015

7. ALCOHOL SERVICE

We will be continuing our relationship with the Safe Servers program facilitated by the Carpinteria Valley Chamber of Commerce.

- A. The California Avocado Festival is the 2015 sole vendor of beer and wine in the public right-of-way at the Festival. Approval of this special event permit will permit such vending and suspend the City's ban on consumption in the specified public area for the Festival hours only.
- B. Beer and wine sales shall be from 4:00 PM to 9:15 PM on Thursday, 11:00 AM to 9:15 PM on Friday, 11:00 AM until 9:15 PM on Saturday and 11:00 AM until 5:15 PM on Sunday.
- C. The Festival shall acquire the necessary ABC permit and insurance.
- D. Beverages will be poured into plastic containers unique to their operation.
- E. Consumption of beer and wine sold by the Festival shall be limited to the designated area on Linden Ave. between 8th Street and 9th Street including the Main Stage area on 9th Street, the Avo Performing Stage seating area and the small area of Wullbrandt Way. (see attached map).
- F. The Festival will hire a qualified guard to monitor compliance at each booth.
- G. The Festival will provide 12 guards around the perimeter of the festival to assure consumption occurs within the City's suspended ban areas (see attached map).
- H. The Festival will require alcohol server awareness training for shift volunteers.

8. POLICE, FIRE, SECURITY AND COMMUNICATIONS

- A. The Santa Barbara County Sheriff's Department controls all necessary law enforcement and procedures under contract to the City of Carpinteria.
- B. The Festival will provide for a licensed security guard service to handle property security before and after the Festival hours of operation. The Festival will contract for security on Wednesday, Thursday, Friday and Saturday evenings with the number of personnel to be determined based on the number and location of exhibits.
- C. The Festival requests either the "Command Post" vehicle from the Sheriff's Department or the Fire District's mobile trailer to serve as an emergency services point at the Festival. The Fire District will be contacted for the feasibility of having an on site EMT during the Festival.
- D. First Aid, EMT, and advanced life support will be provided through normal channels: Carpinteria-Summerland Fire District and American Medical Resources (SMART). Santa Barbara County regulates the positioning of paramedic vehicles and there is every effort to maintain availability within 5 minutes of the Festival area.

2015 California Avocado Festival and Golden Jubilee

Project Description and Outline

08/31/2015

- E. The Festival will obtain sufficient numbers of portable radios and/or cellular phones for troubleshooting, information requests, calls for service and emergencies. A portable or base station will be provided for the communications trailer to enhance the dispatching of EMT personnel.
- F. The Fire District will require proof of flame-resistance for each tent erected. In addition, proper fire extinguishers shall be provided by the tent contract for each booth employing open flame cooking or for larger enclosed tents, as required by the Uniform Fire Code.
- G. The County Sheriff's Department and event staff will enforce the "no dog" policy. Signs will be posted at all entries.

9. UTILITIES, SANITATION, TRASH, ETC.

We will be utilizing the team and systems from recent years to maintain our Zero Waste Status.

- A. The Festival will be responsible for the hook-up of all electrical appliances in a safe manner according to the Uniform Electrical Code. Vendors will be asked not to bring household type appliances or halogen lights because of their typically heavy draw on current.
- B. On-site trash and garbage will be collected by a professional janitorial service contracted by the festival for that purpose. Trash and Recycling will be disposed of in 3 40-yard roll-off containers (plus one smaller container) that are donated by E.J. Harrison & Sons of Ventura. They will be located in the Vons parking lot and on 7th Street. The contractor is also providing numerous collection receptacles in the Festival area.
- C. Festival volunteers will assist in overall clean up of the area around the Festival site and will supervise and assist the on-site clean up on Saturday and Sunday evenings.
- D. Appropriate containers for waste oils and grease will be provided for the food vendors and will be disposed of by a rendering company. The Festival will clean any excess grease or oils on the sidewalk or street. A post washing facility (self-contained) is being pursued for the food booth area. Food vendors are required to place appropriate flooring on the street to catch any cooking oils. All county health requirements will be met.
- E. Portable sanitary facilities will be provided at various locations: CHS, 9th and Yucca, 9th and Cactus, 8th and Yucca, 7th and Linden. The Festival will contract for servicing of the facilities once on Thursday twice on Saturday and once on Sunday. Toilets will be placed Thursday morning and picked up on Monday morning. Hand washing facilities will be placed at most sites.
- F. The Health Department of the County of Santa Barbara is the lead agency for controlling food vending at the Festival. All food vendors are required to attend a pre-Festival meeting at City Hall with Health Department officials and must undergo a final inspection prior to first sales on Thursday. All vendors will comply with Health Department rules and regulations.
- G. The Festival will supply standard and handicap bathrooms and sinks at City bathroom locations. City will lock City bathrooms.

2015 California Avocado Festival and Golden Jubilee
Project Description and Outline
08/31/2015

10. INSURANCE

- A. The Festival will contract for a \$1,000,000 liability insurance naming the City of Carpinteria as an additional insured. The Festival will also provide proof of insurance as required to the Carpinteria Unified School District and any other property owners who make facilities available to the Festival.
- B. Proof of insurance is also required of all vendors who are selling any product/service at the Festival. Any Attraction using the City right-of-way will be required to include the city of Carpinteria as an "also insured" as well as the Festival.

11. PERMITS AND APPROVALS

- A. The following permits, approvals or notifications will be obtained by the representative agencies for the Festival:
 - a. Special Event Permit (City of Carpinteria).
 - b. Carpinteria Unified School District for use of parking facilities (Approved).
 - c. Affected vendors will be required to obtain a Sales Tax permit.
 - d. Food vendors will be required to obtain Public Health Department permits for their booths from County (through Festival).
 - e. City will request additional police services for the event from the Santa Barbara County Sheriff Department.
 - f. Carpinteria-Summerland Fire Department, emergency medical services and the local schools will be notified of all street closures by the event coordinator.

12. KEY FESTIVAL PERSONNEL

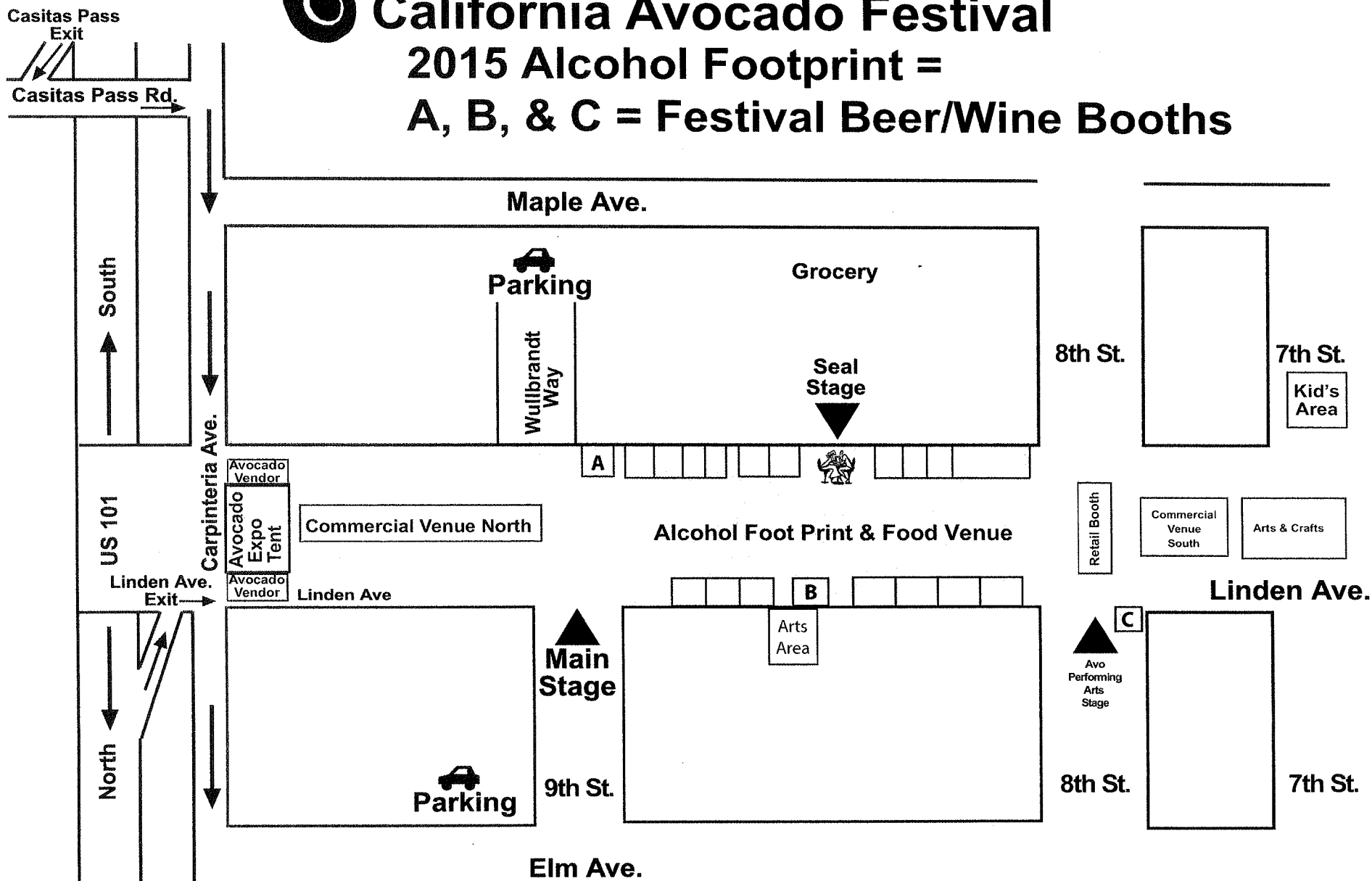
A. Mike Lazaro	Board President/Operations/Entertainment	403-7631(cell)
B. Gregg Carty	Board President/Mayor/Contests Chair	566-3321(work)
C. Gary Dobbins	Media/Board Member	448-4771 (cell)
D. Anthony Staal	Logistics/Board Member	452-6214 (cell)
E. Emily Miles	Expo Chair/Board Member	452-6884(cell)
F. Heather Jenkins	Finance Chair/Board Member	689-1749(cell)
G. Eydie Kaufman	Commercial Venue/Compliance/Board Member	403-5332(cell)
H. Samantha Maas	Executive Assistant	684-0038(office) 448-4044(cell)



California Avocado Festival

2015 Alcohol Footprint =

A, B, & C = Festival Beer/Wine Booths



NOT TO SCALE

Festival Hours

Friday, Oct. 2nd - 11:00 AM - 10:00 PM
 Saturday, Oct. 3rd - 10:00 AM - 10:00 PM
 Sunday, Oct. 4th - 10:00 AM - 6:00 PM

Alcohol Sales Hours

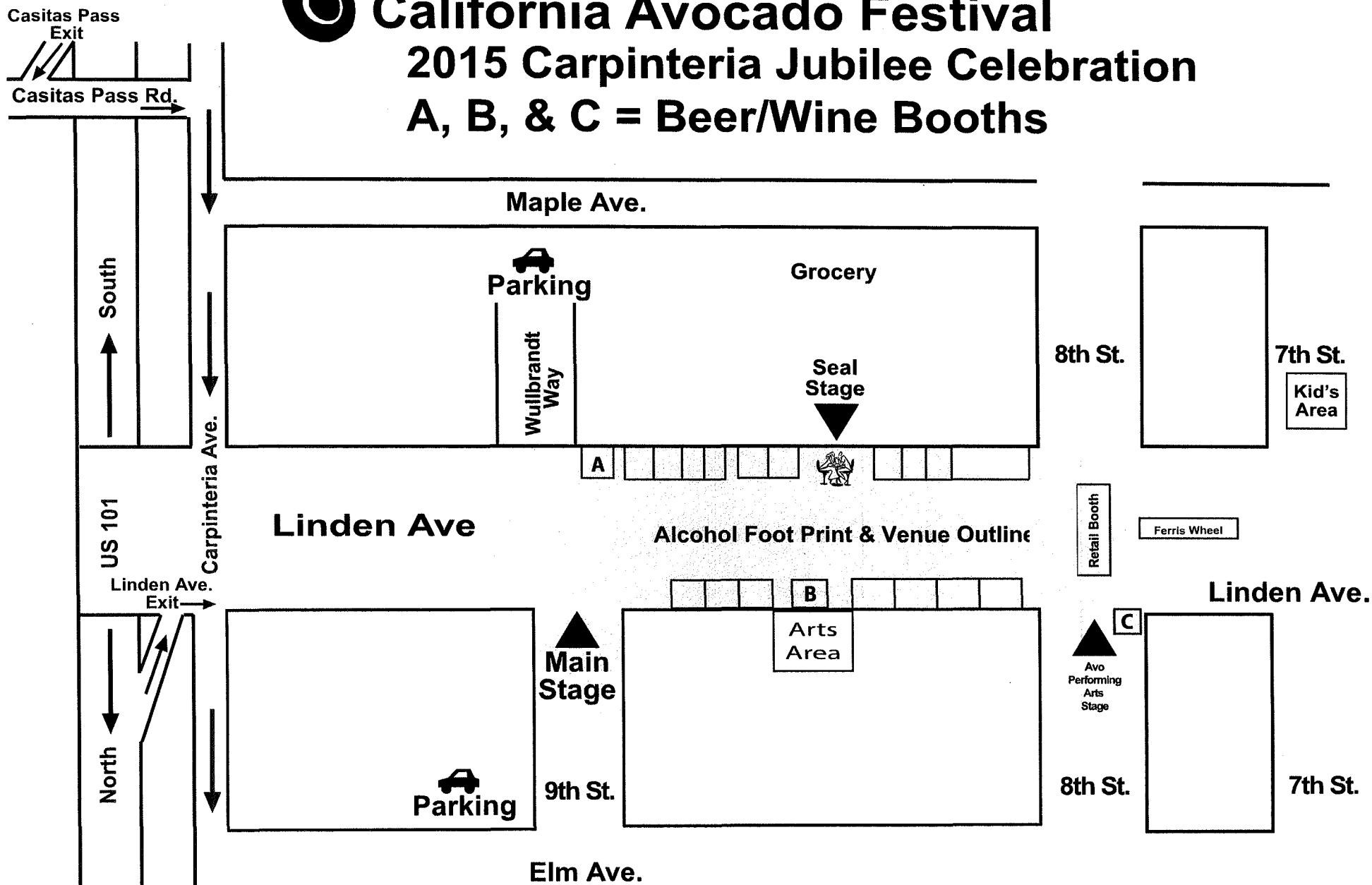
Friday, Oct. 2nd - 11:00 AM - 9:15 PM
 Saturday, Oct. 3rd - 10:00 AM - 9:15 PM
 Sunday, Oct. 4th - 10:00 AM - 5:15 PM



California Avocado Festival

2015 Carpinteria Jubilee Celebration

A, B, & C = Beer/Wine Booths

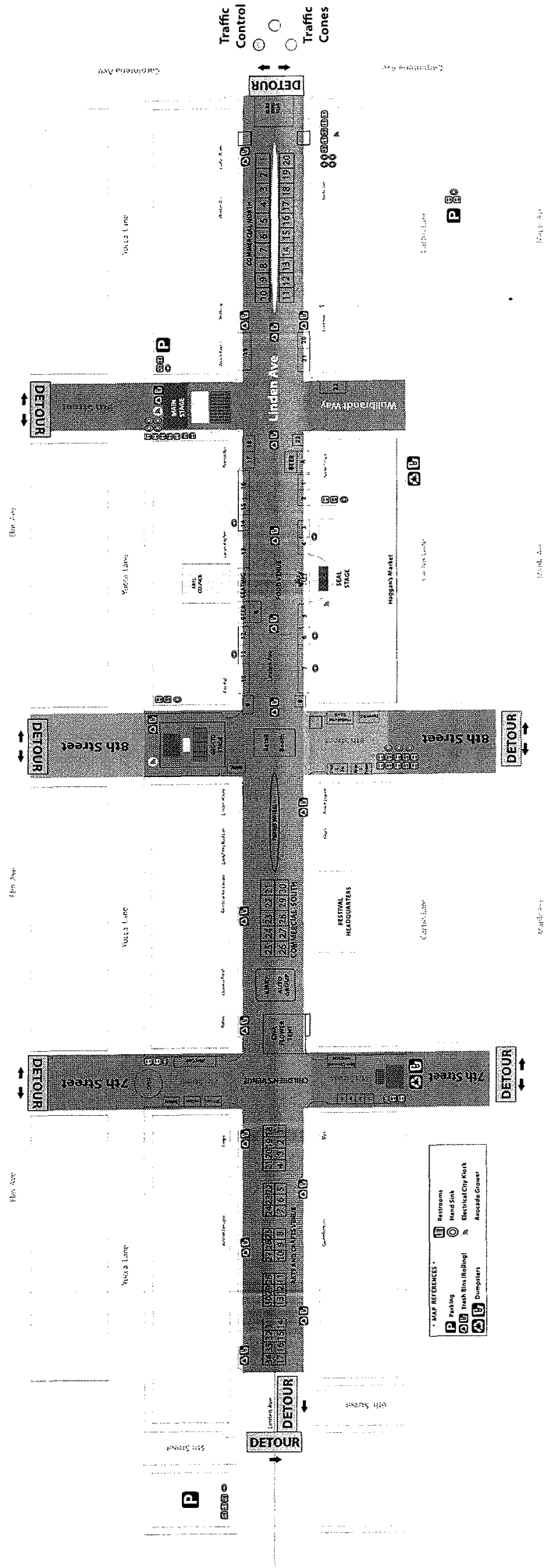


NOT TO SCALE

Festival Hours
Thursday, Oct. 1st- 4:00 PM - 10:00 PM

Alcohol Sales Hours
Thursday, Oct. 1st- 4:00 PM - 9:15 PM

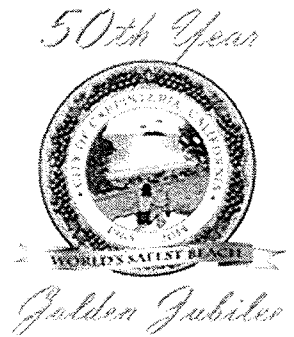
CALIFORNIA AVOCADO FESTIVAL ROAD CLOSURES, DETOURS, and TRAFFIC CONTROL MAP





ATTACHMENT B
Special Event Conditions of Approval

**CITY OF CARPINTERIA
SPECIAL EVENTS PERMIT
CONDITIONS OF APPROVAL
FOR THE GOLDEN JUBILEE AND
2015 CALIFORNIA AVOCADO FESTIVAL**



The Golden Jubilee and 2015 California Avocado Festival Special Event Application and "Project Description and Outline" in its entirety, is incorporated into this Special Event Permit. This permit and the following special conditions supplement the Project Description and Outline and are established pursuant CMC 10.68, Special Event Permits. In case of a conflict between the Special Event Permit application and materials and the following conditions of approval, the conditions shall take precedence.

1. The Festival Committee shall properly notify the downtown merchants and nearby residents of Festival events no less than 1 week prior to the beginning of the Festival. The Festival Committee shall coordinate with the weekly Farmers Market and Carpinteria Creative Arts event to move to Parking Lot #3 on Thursday, October 1, 2015.
2. All City, State, and Local laws shall be complied with.
3. The operator of the event shall establish event rules for attendance whereby animals (except assistance for the disabled) and conduct/activities that threaten pedestrian safety, including but not limited to bicycle riding and skateboarding within the event grounds, are prohibited. Event operators shall post the rules at all entrances to the event. Event operators shall be responsible for monitoring and enforcement, which may include requesting violators to leave the event.
4. In order to protect the safety of the public, the event operator shall establish event rules for exhibitors whereby operating standards and prohibited conduct are described, including but not limited to: compliance with the City's single-use bag regulations and prohibition on the use of non-recyclable plastic take-out food containers; set-up and tear-down schedule; vehicle access and parking; and security and display parameters. Event rules shall be provided to each exhibitor and vendor prior to the event and receipt acknowledged by signature thereof.
5. Festival operation staff shall ensure that festival events and commercial participants are notified to cease activity and close booths by the hour approved by this permit. This shall be done by personal conversation at least one half-hour prior to the close of each festival day.
6. Minor modifications to these conditions, pursuant to requests from an authorized Avocado Festival representative, may be approved by the City Manager.

7. The Avocado Festival Committee is hereby held responsible to maintain the site in a clean, neat and orderly fashion at all times. All trash shall be properly disposed of and all display booths and/or related festival supplies shall be removed. The Festival is responsible for maintenance of City trash cans within and near the event boundaries.
8. By October 19, 2015, the California Avocado Festival shall provide a report to the City that describes the total amount of waste generated from the event and the amount of material diverted from landfills for recycling.
9. A Festival representative shall sign these conditions prior to issuance of the Special Events Permit.
10. Gross receipts subject to sales tax shall be reported to the State Board of Equalization in a manner designating the City of Carpinteria as point of sale.
11. The Festival shall provide certificates of insurance per the requirements on the second page of the application prior to the event.
12. Alcohol sales shall be limited to the hours specified in the application, i.e., Thursday, 4:00 pm to 9:15 pm; Friday, 11:00 am to 9:15 pm; Saturday, 11:00 am to 9:15 pm; and Sunday, 11:00 am to 5:15 pm. No open outside beverage containers shall be allowed within the event boundaries.
13. Festival Committee shall meet with City staff, Sheriff's Department personnel, and effected local liquor store and restaurant owners prior to the event to discuss the sale of alcohol during the event.
14. Street closures, detours, traffic control, and parking restrictions shall be regulated as specified in the Project Description and Outline dated August 31, 2015.
15. The California Avocado Festival shall comply with Municipal Code §8.52 Smoking Regulations. The Code prohibits smoking in all public places where other persons can be exposed to secondhand smoke. Pursuant to §8.52.060 D, the applicant shall designate a smoking area where smoking may be permitted subject to the conditions listed in §8.52.060 C
16. The 2015 California Avocado Festival shall pay for all law enforcement costs related to the event above the City's \$5,000.00 contribution.

APPROVED BY THE CITY COUNCIL ON SEPTEMBER 14, 2015.

I HAVE READ, UNDERSTOOD, AND WILL COMPLY WITH THE ABOVE STATED
CONDITIONS.

Avocado Festival Representative:

Printed Name

Signature

Date



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Request from County of Santa Barbara to contribute funds for a planned Community Choice Energy Feasibility Study.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Authorize participation in the Community Choice Energy feasibility study and working group.
2. Approve appropriation of \$7,500 from the General Fund unallocated fund balance to Account No. 1012220, Contract Services, City Administration.

Motion: I move to: (1) authorize participation in the Community Choice Energy feasibility study and working group and, (2) to approve an appropriation of \$7,500 from the General Fund unallocated fund balance to Account No. 1012220, Contract Services, City Administration.

BACKGROUND

In 2002, California law was established to allow local governments to aggregate electric customers within their respective jurisdictions and to become an energy purveyor. This law is known as Community Choice Aggregation (CCA). CCA entities purchase electrical energy on the wholesale market and provide it to customers within the jurisdiction via existing electrical infrastructure. Several counties and cities have established and are operating such entities (Marin County is a notable example). Workshops have been organized over the years for City staffs and elected officials to learn about CCA from experts, including representatives of Marin County and other public agencies. City staff and Council members have attended some of these educational forums concerning CCA.

Earlier this year the City received an inquiry from the County of Santa Barbara about its interest in studying the feasibility of establishing a CCA entity in the region. The County has titled the effort Community Choice Energy (CCE). In May, the City Council authorized sending a response to the County that affirmed its interest in participating in

the feasibility study and its willingness to consider helping to fund the effort (see attached letters and staff report).

Based on initial interest from Santa Barbara, Goleta and Carpinteria, as well as the Counties of Ventura and San Luis Obispo, Santa Barbara County has determined to proceed to the next step and explore organizing and funding the CCE effort. In July the City received a letter from County Executive Officer Mona Miyasato (attached) asking if the City would be willing to work on the effort and could contribute \$15,000 toward the cost of the feasibility study. The purpose of this agenda matter is to allow the Council to consider and act on the matter of City of Carpinteria participation and funding of the CCE effort.

DISCUSSION

The County is estimating the cost of the feasibility study at up to \$500,000. Once complete, and should the parties determine to proceed, a subsequent Implementation Plan would be required to be prepared at an estimated cost of approximately \$1 million. It is assumed that this expense would also be shared by the participating agencies.

The County of Santa Barbara has solicited interest in participation in the feasibility study from the counties of Ventura and San Luis Obispo and the Cities of Santa Barbara, Goleta and Carpinteria. The County of Santa Barbara has budgeted \$400,000 toward the cost of the study. The City of Santa Barbara and County of Ventura have approved contributions of \$50,000. The City of Goleta approved participation but not funding. The County of San Luis Obispo has yet to respond to the request for a funding contribution.

The County has communicated that agencies participating in the feasibility study would appoint representatives to an advisory working group. The advisory working group would provide input on, among other things, determining the objectives of the study, developing the Request for Proposal (RFP), participating in the consultant selection process, and reviewing and commenting on the draft study. Once the feasibility study work is completed and if it is determined to proceed to developing an Implementation Plan, the County anticipates the participating agencies entering into a formal agreement.

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

The County's letter of July 15, asks if the City is able to contribute \$15,000 toward the cost of the CCE feasibility study. Staff suggests that the City's contribution be \$7,500, which is proportional to its population compared to Santa Barbara and its contribution of \$50,000.

The contribution of \$7,500 is a one-time contribution; however, as discussed above, there would be expected to be additional funding support requested from Carpinteria and other participating agencies should the group determine to proceed with an effort to establish the CCE entity.

LEGAL

There has been no legal analysis conducted for this matter.

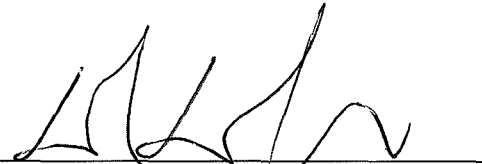
PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

- A. County letter, dated July 15, 2015
- B. City letter, dated May 28, 2015
- C. City Staff Report, dated May 26, 2015

Staff contact: Dave Durflinger
(805 684-5405, daved@ci.carpinteria.ca.us)



Signature

ATTACHMENT A

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

July 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 Energy (CCE)

Dear Mr. Durflinger:

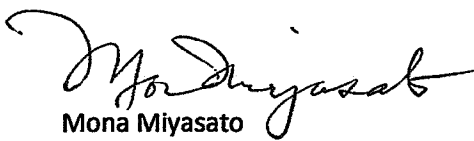
This letter is to follow up on my previous correspondence regarding a local Community Choice Energy (CCE) study.

On June 9, 2015 the Santa Barbara County Board of Supervisors approved the County's 2015-2016 Budget, which included an enhancement to cover the phase 1, including a feasibility study for Santa Barbara County, which was estimated to cost up to \$500,000. A portion of that is anticipated to be offset by other agencies. For example, the City of Santa Barbara has committed to contributing \$50,000 towards the study and the Community Environmental Council, a local non-profit, has committed to contributing \$50,000.

In preparation for soliciting proposals for the feasibility study, we are asking cities that have yet to formally respond to please let us know by September 1, 2015 if your organization will allow the County to include your jurisdiction in the initial study, will work with the County to acquire applicable electricity load data, and if you will be able to contribute \$15,000 for the study. Please note, all contributions must be received by October 15, 2015 so that all sources of funds are known prior to the County authorizing a contract with a consultant to complete the feasibility study.

Please feel free to contact me or Energy and Sustainability Initiatives Division Chief, Angie Hacker, at ahacker@co.santa-barbara.ca.us.

Sincerely,


Mona Miyasato
County Executive Officer

cc: George Chapjian, Community Services Department Director
Angie Hacker, Energy and Sustainability Initiatives Manager

Renée E. Bahl
Assistant County Executive Officer
rbahl@co.santa-barbara.ca.us

Terri Maus-Nisich
Assistant County Executive Officer
tmaus@countyofsb.org

ATTACHMENT B

CITY of CARPINTERIA, CALIFORNIA



May 28, 2015

Mona Miyasato
County Executive Officer
105 East Anapamu Street, Room 406
Santa Barbara, CA 93101

Dear Ms. ~~Miyasato~~ ^{Mona},

Thank you for your letter of May 15, 2015. I am writing to notify you that at its meeting of May 26, 2015, the City Council considered the County's inquiry regarding City interest in participating in a regional Community Choice Aggregation (CCA) effort. The Council concluded that the City of Carpinteria is interested in joining with the County to evaluate a CCA through a feasibility study and will consider contributing to the cost of such a study. Please contact me if you have any questions.

Sincerely,

Dave Durlinger
City Manager
City of Carpinteria
(805) 684-5405, ext. 400

ATTACHMENT C



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.

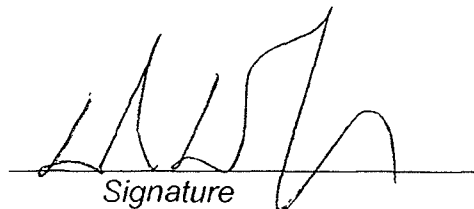
PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

County letter, dated May 15, 2015

Staff contact: Dave Durlinger
(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

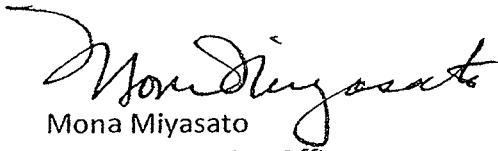
Renée E. Bahl
Assistant County Executive Officer
rbahl@co.santa-barbara.ca.us

Terri Maus-Nisich
Assistant County Executive Officer
tmaus@countyofsb.org

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 at the end.

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Second Amendment to Lease with Ellwood Pipeline, Inc., for Submerged Pipelines Serving Platforms Gail and Grace, in City Submerged Lands.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

1. Approve and authorize the Mayor to execute the attached Second Amendment to a Lease Agreement between the City of Carpinteria and Ellwood Pipeline, Inc., ("Ellwood") a subsidiary of Venoco, Inc., for an extended term of eighteen months (18) months, beginning September 27, 2015, and ending March 26, 2017; and
2. Determine that the proposed action is exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15301, Existing Facilities, Section 15261, Ongoing Project, and 15061(b)(3), Review for Exemption; and approve and direct staff to file and post the attached Notice of Exemption on that basis.

Motion: I move to (1) approve and authorize the Mayor to execute the attached Second Amendment to a Lease Agreement between the City of Carpinteria and Ellwood Pipeline, Inc., ("Ellwood") a subsidiary of Venoco, Inc., for an extended term of eighteen months (18) months, beginning September 27, 2015, and ending March 26, 2017; and, (2) determine that the proposed action is exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15301, Existing Facilities, Section 15261, Ongoing Project, and 15061(b)(3), Review for Exemption; and approve and direct staff to file and post the attached Notice of Exemption on that basis.

BACKGROUND

In 1965, the County granted a 50 year Lease to Standard Oil Company of California, (Ellwood's predecessor in interest), allowing the installation and operation of two 10-

inch pipelines through the three mile area controlled by the County, for the transportation of oil and gas from offshore platforms to the Carpinteria onshore processing facility. In 1968, the City of Carpinteria (City) annexed a two mile portion of the submerged lands that were previously controlled by the County and acceded to the County's interest in the lease. The current City lease area is a 50 foot wide corridor through the two mile area closest to the shore. The County retains the third mile out to the three nautical mile state lands limit.

Chevron USA became the successor in interest to Standard Oil Company of California, and in January of 2002, the City approved an assignment of the 1965 Lease to Ellwood, a subsidiary of Venoco, Inc., by approving the Consent to Assignment of Pipeline Lease and Amendment Thereto, ("First Amendment") that assigned all rights and obligations under the lease from Chevron USA to Ellwood.

The 50 year lease granted by the County in 1965 and subsequently assumed by the City, sunsets on September 27, 2015. Ellwood has submitted a request (see Attachment B), for a 40 year extension of the lease. Representatives of the City, County, and Ellwood, have met on several occasions to discuss Ellwood's request.

The purpose of this matter is to allow the City Council to consider and act on a proposed lease extension, i.e., a Second Amendment (See Attachment A), of the existing lease for a period of time sufficient to allow for the processing and consideration of Ellwood's request. The County of Santa Barbara Board of Supervisors is scheduled to consider a similar matter on Tuesday, September 15, 2015.

DISCUSSION

In order to evaluate Ellwood's request and make a recommendation for City Council consideration, staff has determined that additional information, including an environmental assessment and related documentation, needs to be prepared and considered. Staff has requested, after consultation with the County's Energy and Minerals Division and its technical consultant, additional information on Ellwood's pipeline integrity, operational safety, and mitigation and monitoring programs (see Attachment C). The County Energy & Minerals Division's technical consultant for oil and gas projects also contacted the Federal Bureau of Safety and Environmental Enforcement (BSEE), which has regulatory authority over Platforms Gail and Grace, and the associated pipelines. BSEE provided information regarding the condition and integrity of the Ellwood pipelines from the last three internal inspections of the pipelines, spanning six years.

In reviewing the inspection results, BSEE concluded the pipelines are currently in satisfactory operating condition. A letter dated September 3, 2015, was sent to the County Energy and Minerals Division by Nabil F. Masri, Regional Supervisor of the Office of Field Operations for the Bureau of Safety and Environmental Enforcement for

the United States Department of the Interior. The letter included a statement by Mr. Masri that: "The Platform Grace pipelines are regularly inspected, and there have been no findings of apparent problems and thus no remedial action or further analysis required based on the last several sets of inspection results." (See Attachment D).

POLICY CONSISTENCY

Approval of this Second Amendment to the Lease Agreement between the City and Ellwood, for Ellwood's continued use of two existing submerged oil and gas pipelines offshore of Carpinteria for an extended term of eighteen months (18) months, is in compliance with the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines for Implementation of CEQA, 14 CCR Sections 15301, "Existing Facilities", 15261 (b), "Ongoing Project", and 15061(b)(3), "Review for Exemption". The purpose of the eighteen month extension is to complete additional safety, integrity, and environmental studies to determine the feasibility of a new long-term lease agreement, or long-term extension of the current lease agreement.

The short-term lease extension is categorically exempt from environmental review in accordance with CEQA Guidelines, Section 15301 – Class 1, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The temporary extension of the current lease agreement between the City and Ellwood will, along with a corresponding action by the County, provide for the continued operation, repair, maintenance, and leasing of the two pipelines, as private facilities, involving no expansion of use, and is therefore exempt under Section 15301. See *North Coast Rivers Alliance v. Westlands Water Dist.* (2014) 227 Cal.App.4th 832; *Bloom v. McGurk* (1994) 26 Cal.App.4th 1307.

Section 15261 of the CEQA Guidelines provides a statutory exemption for a private project if the project received approval of a lease, license, certificate, permit, or other entitlement for use from a public agency prior to April 5, 1973. The lease between the County and Standard Oil Company of California, Ellwood's successor in interest, was approved by the County, a public agency, on September 27, 1965. The proposed Second Amendment to the lease would allow Ellwood to continue use of its private pipeline facilities for an extended term of eighteen months. Therefore, the recommended action of temporarily extending the lease and allowing Ellwood to continue its use of the private facilities is statutorily exempt from further CEQA review in accordance with CEQA Guidelines Section 15261. See *North Coast Rivers Alliance*.

CEQA Guideline Section 15061(b)(3) states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with

certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. "Significant effect on the environment is defined in the CEQA Guidelines as "...a substantial, or potentially substantial, adverse change in the environment." Whether the project will have a significant effect is determined by comparing the effects of the project to the environmental baseline existing at the time of project approval. In this case, the baseline includes the pipelines which are operating under the current lease. Because the baseline conditions will not be changed by the short-term extension of the lease, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. See *Creed-21 v. City of San Diego* (2015) 234 Cal. App. 4th 488, 507. The short-term lease extension is therefore exempt from further CEQA review in accordance with CEQA Guidelines Section 15061(b)(3).

None of the exceptions to the exemptions contained in Guideline Section 15300.2 are applicable. There are no new pipeline projects foreseen for the area, and therefore this lease extension does not pose a risk of significant cumulative impacts resulting from projects of the same type under subparagraph (b). See *North Coast Rivers* at 875. While a portion of the pipelines is located in proximity to a Seal Rookery, the fact that BSEE has reviewed inspection reports for the pipelines and concluded that they are in satisfactory operating condition demonstrates that there is not a reasonable possibility that this short-term extension of the lease will have a significant effect on the environment under subparagraph (c). See *North Coast Rivers Alliance* at 873; *Bloom* at 1315. (Exceptions in subparagraphs (a), (d), (e), and (f) are not relevant to this project.)

FINANCIAL CONSIDERATIONS

Lease payments to the City would continue during the extended term of the proposed Second Amendment to the Ellwood lease.

LEGAL

Pursuant to amendments to the statutes granting tide and submerged lands to the City (Stats.1978, Ch.697), approval of the California State Lands Commission is required for pipeline leases on tide and submerged lands under the City's control. The Commission's next meeting will not occur until October. The City has contacted State Lands Commission staff who instructed that the lease extension can be retroactively approved by the Commission. It is expected that the Commission will consider the lease extension at its October meeting.

OPTIONS

- A. Second Amendment to Ellwood Pipeline lease
- B. Approve and authorize the Mayor to execute the attached Second Amendment to the subject Lease Agreement (staff recommendation)

- C. Amend the proposed Second Amendment to the subject Lease Agreement and Approve and authorize the Mayor to execute.
- D. Decline to approve the subject extension.

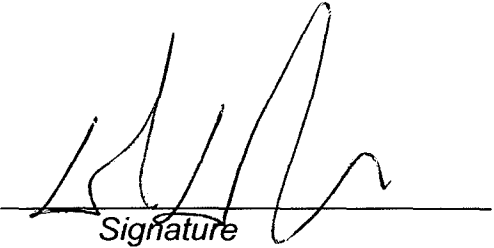
PRINCIPAL PARTIES EXPECTED AT MEETING

Ellwood Pipeline, Inc., representative(s)

ATTACHMENTS

- A. Second Amendment to Ellwood Pipeline Lease
- B. Ellwood Pipeline Letter Request, dated December 17, 2014
- C. City of Carpinteria letter, dated August 11, 2015
- D. BSEE letter, dated September 3, 2015
- E. CEQA Notice of Exemption

Staff contact: Dave Durflinger
805 684-5405 x400, daved@ci.carpinteria.ca.us



Signature

ATTACHMENT A

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made September __, 2015 by and between the **City of Carpinteria**, a general law city ("City" or "Lessor")), and **Ellwood Pipeline, Inc.** ("Ellwood" or "Lessee") (City and Ellwood are referred to collectively as "Parties"), with reference to the following facts:

A. The County of Santa Barbara and Standard Oil Company of California entered into that certain Lease Agreement dated September 27, 1965 for the lease of tide and submerged lands controlled by the County to Standard Oil Company ("Lease").

B. In 1968, the State of California Legislature adopted Chapter 1044 of the Statutes of 1968 confirming City as the successor in interest to the County in that portion of tide and submerged lands located within City's boundaries.

C. As to the Lease, City is the successor in interest to the County and Chevron U.S.A., Inc. is the successor to Standard Oil Company of California.

D. By that certain Consent to Assignment of Pipeline Lease and Amendment Thereto between City and Ellwood, dated January 30, 2002 ("First Amendment"), City consented to the assignment of the Lease by Chevron U.S.A., Inc. to Ellwood and the Parties further agreed to a number of amendments to the Lease (the term "Lease" shall mean the Lease as amended by the First Amendment, which Lease is attached hereto as Exhibit A and incorporated by reference).

E. Paragraph 1 of the Lease provides that the Lease shall continue until September 27, 2015.

F. Paragraph 16 of the Lease provides that the Lease may be amended by mutual consent of the Parties.

G. The Parties desire to enter into this Second Amendment extending the term of the Lease in order to provide adequate time for the Parties to consider and negotiate a possible new lease agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **True and Correct Recitals.** The above stated recitals are true and correct and are incorporated herein by reference.
2. **Amendment of Lease.** The Lease shall be amended as follows (deletion in strikethrough and addition in underline):
 - a. **Paragraph 1** of the Lease is amended as follows:

"1. That the term of this agreement shall commence upon the above recited date of September 27, 1965, and shall continue thereafter (unless sooner terminated as hereinafter provided) until ~~September 27~~March 26, 2015~~7~~."
 - b. **Paragraph 20** of the Lease is added as follows:

“20. Lessee shall defend, indemnify and hold harmless the Lessor, including its agents, officers and employees from any claim, action or proceeding against the Lessor, including its agents, officers and employees, to attack, set aside, void, or annul, in whole or in part, the Lessor’s approval of the Second Amendment to the Lease. Lessor agrees to notify the Lessee of any such claim, action or proceeding promptly after receiving notice of such claim, action or proceeding, and in no case, more than three days after receiving notice. Lessor agrees to cooperate fully in the defense of any such claim, action or proceeding.”

3. **Lease Remains in Full Force and Effect.** The Lease, except as amended herein, shall remain in full force and effect. The Parties agree that this Second Amendment shall be binding upon the Parties, as well as their respective heirs, representatives, successors, and assigns. If there is a conflict between the provisions of this Second Amendment and any provisions of the Lease, the provisions of this Second Amendment shall control.
4. **Effective Date of Second Amendment.** This Second Amendment shall be effective as of the date set forth above.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above.

ATTEST:

CITY OF CARPINTERIA:

Fidela Garcia, City Clerk

Gregg A. Carty, Mayor

APPROVED AS TO FORM:

Dylan K. Johnson, on behalf of
Brownstein Hyatt Farber Schreck, LLP,
acting as City Attorney for the City of Carpinteria

ELLWOOD PIPELINE, INC.

By:

APPROVED AS TO FORM:

By:

ATTACHMENT B



VENOCO, INC.

December 17, 2014

City of Carpinteria
City Manager's Office
5775 Carpinteria Avenue
Carpinteria, CA 93013
ATTN.: **Mr. Dave Durflinger**

DEC 18 2014

County of Santa Barbara
General Services Dept.-Real Property
Courthouse, East Wing, 2nd Floor
Santa Barbara, CA 93101
ATTN.: **Mr. Matthew P. Pontes**

RE: OCS SANTA CLARA UNIT – LEASE for Offshore Pipelines

Ellwood Pipeline, Inc.

Santa Barbara County, California

Request to Extend LEASE dated September 27, 1965 – CA0132.S00021

Gentlemen:

Ellwood Pipeline, Inc. ("Ellwood"), a subsidiary of Venoco, Inc., is requesting a 40-year extension of that certain LEASE dated September 27, 1965, which currently has a term of 50-years expiring September 26, 2015. As you may be aware, the LEASE covers two (2) active pipelines --- i.e. a 10-inch oil and a 10-inch natural gas pipeline which transport oil and gas from Platforms Gail and Grace situated in the Outer Continental Shelf (OCS)-Santa Clara Unit (see map attached).

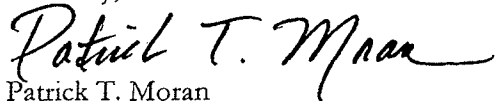
Since the time the original pipeline LEASE was entered into in 1965, jurisdictional oversight of the offshore waters has changed. Pursuant to Section 3 of Chapter 1044 of the Statutes of 1968, as amended by Chapter 1069 of the Statutes of 1971 and Chapter 697 of the Statutes of 1978, the City of Carpinteria ("City") oversees approximately the first two (2) nautical miles of water from the shoreline-high tide mark. The County of Santa Barbara ("County") oversees the third nautical mile out to the three (3) [nautical] mile limit.

Entering into a renewal/new LEASE will require a coordinated effort with the City and County. Both the City and the County will be required to enter into a separate renewal Lease Agreement over the waters in which they have jurisdiction ---- the City, over the first two (2) nautical miles measured from the shoreline-high tide mark; the County over waters measured from said two (2) mile mark out to the three (3) nautical mile mark. It is recommended that a meeting be held with the appropriate representatives from both the City and the County to review and discuss the best approach to securing the renewal LEASE in a timely manner.

My initial thought is to invite you to Venoco's offices here in Carpinteria in January 2015. I will call you to determine your availability and see if we can set a date to meet here in Carpinteria. If not, we can meet in either the City's or County's offices all together, or independently, as necessary.

Thank you for your consideration. In the event you have any thoughts or comments please let me know, I can be reached at 805 745-2145, or 805 701-5556.

Sincerely,



Patrick T. Moran

Sr. Land Negotiator

on behalf of Ellwood Pipeline, Inc.

Enclosure

cc: Marina Voskanian
Chief of Planning and Development
State Lands Commission (Rc: PRC 3150.1)
State of California
200 Oceangate, 12th floor
Long Beach, CA 90802-4331

Don Grady
Real Property Supervisor
County of Santa Barbara
Courthouse Annex
1105 Santa Barbara St.
Santa Barbara, CA 93101-6065

DEC 18 2014

LEASE

THIS LEASE, entered into this 27th day of September, 1965, by and between the COUNTY OF SANTA BARBARA, a body politic and corporate and subdivision of the State of California (hereinafter referred to as "County"), as Lessor, and STANDARD OIL COMPANY OF CALIFORNIA, as Lessee (hereinafter referred to as "Lessee").

For and in consideration of the covenants and agreements of Lessee, County does hereby lease, let and demise unto Lessee, for a term of fifty (50) years, commencing on the date hereof, the following parcel of tide and submerged land situate in said County of Santa Barbara, and more particularly described as follows, to wit:

A parcel of land fifty (50) feet in width situated in the County of Santa Barbara, State of California, the center line of which is described on the California Coordinate System, Zone 5, as follows:

Beginning at a point having Lambert coordinates of North 325,290 feet, East 1,545,490 feet; thence *40' OH ME* South 14° East Grid, 456 feet; thence South 19° 60' East Grid, 1200 feet; thence South 0° Grid, 810 feet; thence South 10° 40' West Grid, 1000 feet; thence South 21° 20' West Grid, 1000 feet; thence South 32° West Grid, 13,800 feet to platform Hope (Lambert Coordinates, Zone 5 of said platform Hope are North 309,513 feet, East 1,537,980 feet); thence North 81° East Grid, 3780 feet to platform Heidi (Lambert Coordinates, Zone 5 of said platform Heidi are North 310,050 feet, East 1,541,600 feet).

The parties to this agreement do hereby covenant and agree as follows:

1. That the term of this agreement shall commence upon the above recited date of September 27, 1965, and shall continue thereafter

VE00302

(unless sooner terminated as hereinafter provided) until September 27,
2015.

2. Lessee shall pay to the County as consideration for the granting of this Lease, the sum of Thirteen Thousand Six Hundred Twenty Dollars (\$13,620.00) upon execution of this agreement, being the total rental for the full term; provided, however, that in the event of termination of this agreement pursuant to Paragraph 12 herein, no portion of said consideration shall be refundable.

3. Lessee will pay to the County the said consideration without deduction, default or delay; and, in the event of failure of the Lessee so to do, or in the event of a breach of any of the other covenants contained within this agreement, or failure to observe the terms, conditions, restrictions or time limitations herein contained, to be kept, performed and observed, it shall be lawful for the County to re-enter into and upon said premises, and to remove all persons and property therefrom, and to repossess and enjoy the herein described premises as in the first and former estate of the County, anything to the contrary herein contained notwithstanding.

4. The described land shall be used during the term hereof only for lawful purposes, namely, for submerged pipe lines and appurtenant facilities.

5. Lessee shall not transfer or assign this Lease, nor sublet said land or any part thereof except upon the prior written consent of the County first had and obtained.

6. County expressly reserves the right to grant easement or crossings in, upon and under said premises, subject to this lease, and nothing herein contained shall be construed as limiting the powers of the County to lease, during the life of this agreement, the hereinabove described lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to Lessee by this agreement.

7. Lessee shall maintain and keep in good, sound repair all

structures, facilities or appurtenances of Lessee upon the property.

8. Lessee agrees to indemnify the County against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance by Lessee of structures upon, or the use by the Lessee and/or agents thereof, of said premises.

9. Lessee shall observe and comply with all rules and regulations now promulgated by any agency of the State of California or the County of Santa Barbara having jurisdiction therein and such reasonable rules and regulations as may hereafter be promulgated by any agency of the State of California or the County of Santa Barbara having jurisdiction therein; and the Lessee shall at all times take suitable precautions to prevent pollution and contamination of waters of the Pacific Ocean.

10. County, through its authorized agents, shall have the right at all reasonable times to go upon said premises for the purpose of inspecting the same.

11. All structures, buildings, pipe lines, machinery and facilities placed or erected by Lessee or existing and located upon said premises shall be salvaged and removed by Lessee, at Lessee's sole expense and risk, within ninety (90) days after the expiration of the period of this agreement, or prior to any sooner termination of this agreement, to a depth of fifteen (15) feet at mean low tide or to one hundred fifty (150) feet seaward of the line of mean low tide, whichever is greater; and Lessee in so doing shall restore said premises as nearly as possible to the condition existing prior to the erection or placing of the structures, buildings, pipe lines, machinery and facilities so removed.

12. The Lessee may terminate this agreement upon sixty (60) days' notice of such termination to the County; provided, however, that no such termination shall become effective, and the Lessee shall be fully liable to pay the consideration and for the performance of all other obligations on the part of the Lessee, until said Lessee has fully complied with and has

consummated each and all of the provisions of Paragraphs 11 and 13 hereof.

13. Lessee will, on the last day of said term or sooner termination of this agreement, peaceably and quietly leave, surrender and yield up to County, all and singular, the said premises in good order, condition and repair, reasonable use and wear thereof and damage by act of God or the elements excepted; and execute and deliver to County a good and sufficient quitclaim deed to the rights arising hereunder. Should Lessee fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure or refusal of Lessee to execute and deliver said quitclaim deed as herein provided shall, from the date of recordation of said notice, be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this agreement.

14. All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To the County:

Board of Supervisors
County Court House
Santa Barbara, California

To the Lessee:

Standard Oil Company of California
P. O. Box 606
La Habra, California 90633

The address to which the notices shall be mailed as aforesaid may be changed by written notice as herein provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

15. Time is the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto; if more than one Lessee is named herein the obligations of said parties herein contained shall be joint and several.

16. This agreement may be terminated or the provisions changed,

VE00305

altered or amended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
as of the date hereinbefore set forth.

ATTEST:

J. L. Davis
Clerk

COUNTY OF SANTA BARBARA

By A. J. Callahan
Chairman, Board of Supervisors
"County"

STANDARD OIL COMPANY OF CALIFORNIA

By P. L. Lacombe
P. L. LACOMBE, Attorney, Land Department
Standard Oil Company of California, Western
Operations, Inc., a division of said Company

"Lessee"

VE00306

1 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
2 COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

3
4 RESOLUTION NO. 24998

5 WHEREAS, there has been presented to this Board of Supervisors
6 a Lease dated September 27, 1965

7 by and between the County of Santa Barbara and Standard Oil

8 Company of California,

9 by the terms of which provision is made for leasing of tide and
10 submerged land situate in County of Santa Barbara; and

11
12
13 WHEREAS, it appears proper and to the best interests of the
14 County that said instrument be executed,

15 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the
16 Chairman and Clerk of the Board of Supervisors be, and they are
17 hereby, authorized and directed to execute said instrument on
18 behalf of the County of Santa Barbara.

19
20
21 Passed and adopted by the Board of Supervisors of the
22 County of Santa Barbara, State of California, this 27th day
23 of September, 1965, by the following vote:

24 Ayes: George H. Clyde, Joe J. Callahan, Daniel G. Grant,
25 F. H. Beattie and Curtis Tunnell

26 Noes: None

27 Absent: None

28
29 **JOE J. CALLAHAN**
Chairman, Board of Supervisors

30 ATTEST:

31 **J. E. LEWIS**

32 Clerk

STATE OF CALIFORNIA)
) ss
County of Santa Barbara)

I, J. E. LEWIS, County Clerk and ex-officio Clerk of the Board of Supervisors in and for the County of Santa Barbara, do hereby certify that the foregoing is a true and correct copy of the original now remaining on file and of record in my office.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of said Board to be affixed this 27th day of September 1965
J. E. LEWIS, County Clerk

SETTLEMENT AGREEMENT AND MUTUAL LIMITED RELEASE

This Settlement Agreement and Mutual Limited Release (Agreement) is entered into on this 30th day of January, 2002 by and among the City of Carpinteria ("City"), Venoco, Inc., a Delaware corporation and Ellwood Pipeline, Inc., (collectively "Venoco"), and the State of California, State Lands Commission ("SLC"), with reference to the following facts and intentions:

A. City is the successor in interest to the County of Santa Barbara in the certain Lease (the "pipeline lease") dated November 1, 1965. The City is also successor in interest to the County of Santa Barbara in the certain Lease Agreement (the "pier lease") dated September 27, 1965.

B. Chevron U.S.A., Inc., is the successor in interest to the Standard Oil Company of California under the pipeline lease and the pier lease.

C. On or about January 31, 1999, Chevron U.S.A., Inc., sold assets, including the pipeline lease and the pier lease, to Venoco.

D. A dispute (the "dispute") has arisen between the City and Venoco relating to the terms under which the City would consent to the assignment of the pipeline lease and the pier lease from Chevron, U.S.A., Inc., to Venoco. As a result of this dispute, on October 6, 2000, the City initiated an unlawful detainer action (the "unlawful detainer action") against Venoco in the Superior Court for the State of California in the County of Santa Barbara (Action No. 01036744). Thereafter, on October 18, 2000, Ellwood Pipeline, Inc., filed a condemnation action (the "condemnation action") against the City and the SLC in the Superior Court for the State of California in the County of Santa Barbara (Action No. 01036917).

E. The City, SLC and Venoco wish to settle and resolve the dispute and all issues presented in the unlawful detainer action and the condemnation action.

NOW, THEREFORE, the parties agree as follows:

1. **Agreement Contingent on Approval by State Lands Commission.** This Settlement Agreement and Mutual Limited Release are conditioned upon and shall not be effective until the SLC provides written approval of the contents of the (1) **CONSENT TO ASSIGNMENT OF PIPELINE LEASE AND FIRST AMENDMENT THERETO** and (2) **CONSENT TO ASSIGNMENT OF CASITAS PIER LEASE AND THIRD AMENDMENT THERETO**, copies of which are attached as Exhibits 1 and 2, respectively, hereto.

2. **Consent to Assignment of Leases; Amendment of Leases.** Immediately upon the parties having received the written approval of the SLC as referenced in Paragraph 1 above, the City and Venoco will entered into the (1) **CONSENT TO ASSIGNMENT OF PIPELINE LEASE AND AMENDMENT THERETO** and (2) **CONSENT TO ASSIGNMENT OF CASITAS PIER LEASE AND THIRD AMENDMENT THERETO**, copies of which are attached as Exhibit 1 and 2, respectively, hereto.

3. **Mutual Limited Release and Compromise.** Except for the party's respective obligations and as otherwise provided in this Agreement, each party on behalf of themselves, their heirs, assigns, directors, trustees, shareholders, officers, elected officials, agents, insurers, employees, partners, representatives, attorneys, guarantors, and all persons or entities acting by, through, and under them, fully compromises, settles, releases and forever discharges the other party and their heirs, assigns, directors, trustees, shareholders, elected officials, officers, agents, insurers, employees, partners, representatives, attorneys, guarantors, and all persons or entities acting by, through, and under them, from any and all action or actions, cause or causes of action, at law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, obligations, damages, losses, costs, or expenses, including attorneys', paralegal and experts' fees, costs and expenses of any nature, known or unknown, fixed or contingent, which either party may have against the other party by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this Agreement relating to, resulting from or arising out of the dispute, the unlawful detainer action, and the condemnation action (collectively "Claims").

4. **Dismissal.** Immediately after the execution of this Agreement and execution of the lease amendments and consents to transfer, copies of which are attached as Exhibits 1 and 2, the City will dismiss the unlawful detainer action with prejudice, and Venoco will dismiss the condemnation action with prejudice.

5. **Assignment/Transfer.** Each party represents and warrants to the other that there has not been, and that there will not be, any assignment or transfer of any interest in the Claims and each party agrees to indemnify, defend, and hold the other party harmless from and against the Claims, including attorneys' fees and costs incurred by that party which arise out of or relate to any person asserting any such assignment or transfer of the Claims.

6. **Advice and Understanding.** Each party represents and warrants that, in executing this Agreement, each has been advised by and has relied upon independent legal counsel, and that the terms of this Agreement and its consequences have been completely explained by said counsel, and that each party has read and fully understands the terms of this Agreement. Each party further declares and acknowledges that it voluntarily consents to the provisions of this Agreement. Each party desires to preclude forever pursuit of the Claims or recovery arising out of the Claims, except as otherwise provided in this Agreement.

7. **Conditions of Execution.** Each party acknowledges and warrants that its execution of this Agreement is free and voluntary. Furthermore, it is understood and specifically acknowledged by each party that this Agreement is made without reliance upon any statement or representation of any other party not incorporated in this Agreement. It is further understood and acknowledged by each party that this Agreement is a compromise and settlement of disputed claims and in no way constitutes an admission by any party of any fault or liability.

8. **General Provisions.**

a. **Cooperation.** The parties shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the

reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees). In particular, the City and Venoco shall cooperate in obtaining the necessary approvals of the SLC as referenced above, and each party will specifically recommend that the SLC provide such approvals. SLC staff shall immediately undertake all necessary procedures in order to obtain final approvals by the SLC of the above-referenced lease amendments, and shall make all reasonable efforts to obtain such approvals as soon as possible. It is further understood and agreed that SLC staff will specifically recommend that the SLC grant such approvals.

b. **Authority.** The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

c. **Construction.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

d. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

e. **Governing Law.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California.

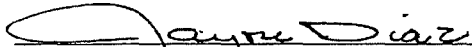
f. **Severability.** If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

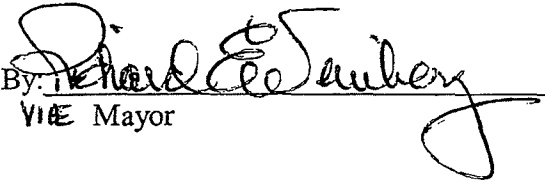
h. **Entire Agreement and Amendment.** This Agreement contains the entire understanding and agreement of the parties with respect to the matters considered, and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. 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 their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

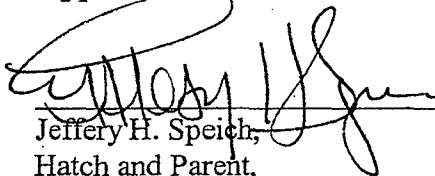
ATTEST:


Jayne Diaz, City Clerk

CITY OF CARPINTERIA

By: 
Vice Mayor

Approved as to form:

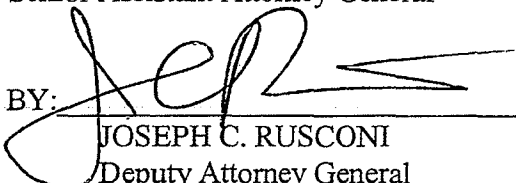

Jeffery H. Speich,
Hatch and Parent,
Attorney for the City of Carpinteria

STATE OF CALIFORNIA

BY: 
Executive Officer

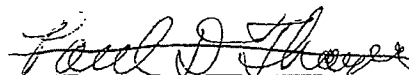
BILL LOCKYER, Attorney General of the State
of California

J. MATTHEW RODRIQUEZ
Senior Assistant Attorney General

BY: 
JOSEPH C. RUSCONI
Deputy Attorney General
Attorneys for Defendants State of
California and State Lands Commission

VENOCO, INC.

BY: 
Its: President

BY: 
Its: Executive Officer

ELLWOOD PIPELINE, INC.

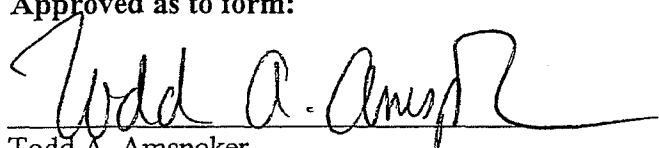
BY:

Its:

BY:

Its:

Approved as to form:


Todd A. Amspoker,
Price, Postel & Parma,
Attorneys for Venoco, Inc., and Ellwood
Pipeline, Inc.

**CONSENT TO ASSIGNMENT OF PIPELINE
LEASE AND AMENDMENT THERETO**

THIS CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT THERETO ("First Amendment") is made as of Jan. 30, 2002, by and between the **City of Carpinteria**, a general law city and subdivision of the State of California ("Lessor") and **Ellwood Pipeline, Inc.**, ("Lessee").

This First Amendment is made with reference to the following facts:

- A.** Lessor is the successor in interest to the County of Santa Barbara in the certain Lease Agreement dated September 27, 1965 ("Lease").
- B.** Chevron U.S.A., Inc. is the successor in interest to the Standard Oil Company of California under said Lease.
- C.** In accordance with Paragraph 5 of said Lease, Chevron U.S.A., Inc. has requested Lessor's written consent to assign the Lease to Lessee.
- D.** Lessor is willing to consent to the assignment of said Lease from Chevron U.S.A., Inc. to Lessee provided the Lease is amended as provided herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. True and Correct Recitals.** The above stated recitals A-D are true and correct and are incorporated into the terms and conditions of this Amendment as set forth in full herein.
- 2. Consent of Assignment.** Lessor hereby consents to the assignment of the Lease from Chevron U.S.A., Inc. to Lessee.
- 3. Assignment Fee.** Concurrent with the execution of this Amendment, Lessee shall pay to Lessor a nonrefundable fee of Two Thousand Five Hundred Dollars (\$2,500.00) to compensate Lessor for its legal and other costs in entering into this First Amendment and processing the assignment described herein. Lessee acknowledges that the fee is not applicable against rent or any other charge or fee under the Lease.
- 4. References to County of Santa Barbara.** All references in the Lease to the County of Santa Barbara are hereby changed to the City of Carpinteria.
- 5. Amendment of Lease.** The Lease shall be amended as follows:

(a) Paragraph 2 of the Lease is deleted and the following new paragraph is added in its place:

“2.1 Annual Rent. Lessee shall pay to the Lessor as consideration for the granting of this Lease an annual rental of \$ 25,000.00, payable commencing on the first of the month immediately following the date of approval of the State Lands Commission of this First Amendment, (“the Anniversary Date”), and continuing thereafter, on the Anniversary Date of each subsequent year during the term of said Lease; provided, however, that if said Lease is terminated pursuant to paragraph 12 hereof, the annual rent paid in advance shall be refunded to Lessee based upon a proration of the rental amount for the time between the termination and the next following Anniversary Date; further provided, however, if the last Anniversary Date is less than one year prior to September 27, 2015, the annual rental due to be paid on that Anniversary Date shall be prorated for the period from said Anniversary Date through September 27, 2015. Lessor is not entitled to any payment for proration of rent for time periods prior to the Anniversary Date in 2001.

2.2 CPI Adjustment. Beginning on the Anniversary Date in 2003, and continuing every two (2) years thereafter (“Adjustment Date”) during the balance of the term of this Lease, the base annual rent of \$25,000.00 (“Base Rent”) shall be adjusted by the change, if any, from the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor, Urban Wage Earners and Clerical Workers, for the Los Angeles-Riverside-Orange County area, All Items (1982-1984=100) for the month which is four months prior to the month in which the 2001 Anniversary Date falls (“2001 Base Index”), herein referred to as “CPI.”

The annual rent payable on each Adjustment Date shall be calculated as follows: the Base Rent of \$25,000.00 shall be multiplied by a fraction, the numerator of which shall be the CPI for the month which is four months prior to the Adjustment Date, and the denominator of which shall be the CPI for the 2001 Base Index. The sum so calculated shall constitute the new annual rent for the current year which commences on the Anniversary Date in the calendar year in which the Adjustment Date occurs. For example, if the Adjustment Date is August 1, 2003, and the CPI for April 2001 is 176 (2001 Base Index) and the CPI for April 2003 is 184, the annual rent commencing August 1, 2003, would be calculated as follows: $\$25,000.00 \times 184/176 = \$26,136.36$.

In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that Lessor and Lessee cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon Lessor and Lessee. The cost of said Arbitration shall be paid equally by Lessor and Lessee.

(b) Paragraph 5 of the Lease is deleted and the following new paragraph is added in its place:

“Lessee shall not transfer or assign this Lease, nor sublet said land or any part thereof except upon the prior written consent of the City first had and obtained. Lessee shall when requesting a transfer or assignment of this Lease pay an application fee of two thousand five hundred dollars (\$2,500.00) toward Lessor’s administrative and other costs in reviewing and processing the request for transfer or assignment (“Transfer Fee”); provided, however, no Transfer Fee shall be paid if the transfer or assignment is to any affiliate of Lessee. Lessee shall pay the Transfer Fee whether or not Lessor consents to the transfer or assignment.”

(c) Paragraph 8 of the Lease is deleted and the following new paragraph is added in its place:

“Paragraph 8. (a) Indemnity. Lessee shall indemnify Lessor against any liability or loss, damage, claim, demand or action caused by, arising out of, or in any way connected with the construction or maintenance by Lessee of the pipeline and appurtenant structures upon, or the use by Lessee or its agents or sub-tenants of, the said premises.

(b) Insurance. Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits not less than **Ten Million Dollars (\$10,000,000.00)** combined single limit, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the leased parcel and all improvements. The insurance policy or policies shall name Lessor, its officers, elected

officials, employees as insured as to the leased parcel. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing. The insurance coverage specified in this Lease shall remain in effect at all times during the term of the Lease and subsequently until all of the leased parcel has been either accepted as improved by Lessor or restored by Lessee as provided in paragraph 11 of said Lease.

The liability insurance shall apply to and cover bodily injury or property damage to third parties, including legally required clean-up costs, arising out of sudden or accidental pollution incidents."

(d) Paragraph 14 of the Lease is deleted and the following new paragraph is added in its place:

"14. All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To the Lessor: City of Carpinteria
City Clerk
City Hall
5775 Carpinteria Avenue
Carpinteria, CA 93013

To the Lessee: Ellwood Pipeline, Inc.
c/o Venoco, Inc.
5464 Carpinteria Avenue
Suite J
Carpinteria, CA 93013-1423

The address to which the notices shall be mailed as aforesaid may be changed by written notice as herein provided, but nothing contained shall preclude the giving of any such notice by personal service."

(e) Paragraph 17 is added as follows:

“17. Mineral Management Services Report. Lessee shall inform the Minerals Management Service (“MMS”) that MMS shall provide to Lessor, on Lessor’s request therefor, copies of any reports submitted to MMS by Lessee, Lessee’s agent and consultants, or by any party on Lessee’s behalf to the MMS. The foregoing obligation shall only apply to reports which are public information and not protected from disclosure under the federal Freedom of Information Act or the state Public Records Act.”

(f) **Paragraph 18 is added as follows:**

“18. Marine Sensitivity Training. Lessee agrees to continue its current marine sensitivity training program. Lessee shall continue to publish and present to new employees at its Carpinteria Facility the pamphlet attached hereto as Exhibit “A” discussing the marine resources surrounding and adjacent to the leased premises and how to avoid disturbing and injuring those resources. Lessee shall also distribute the pamphlet to its primary contractors doing work on the pipeline, to oil companies using the Casitas Pier and to Seal Watch representatives. Lessee shall update its Marine Sensitivity Training program when reasonably necessary to respond to changes in conditions affecting the marine resources adjacent to the leased premises.”

(g) **Paragraph 19 is added as follows:**

“19. Compliance With State Lands Commission’s Regulations. Lessee shall comply with all requirements and safety regulations of the California State Lands Commission as are in effect now or as may be enacted or amended from time to time in the future, with respect to operation of underwater oil and gas pipelines.”

6. Lease Remains in Full Force and Effect. The Lease, except as amended herein, shall remain in full force and effect for the duration of its term. Both parties hereby agree that this Amendment shall be binding upon the parties, as well as their respective heirs, representatives, successors and assigns. If there is a conflict between the provisions of this Amendment and any provisions of said Lease, the provisions of this Amendment shall be controlling.

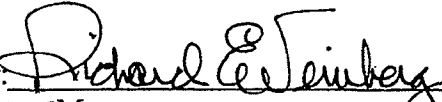
7. Effective Date of First Amendment. This First Amendment shall be effective on the date of the California State Lands Commission approved this First Amendment, which was January 30, 2002.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

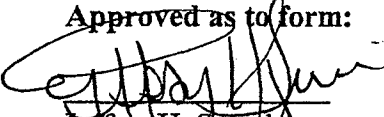
ATTEST:


Jayne Diaz, City Clerk

CITY OF CARPINTERIA

By: 
VICE Mayor

Approved as to form:

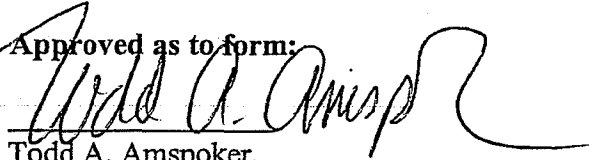

Jeffery H. Speich,
Hatch and Parent, Attorney for
the City of Carpinteria

ELLWOOD PIPELINE, INC.

By 
Its: Vice President

By _____
Its: _____

Approved as to form:


Todd A. Amspoker,
Price, Postel & Parma, attorneys for
and Ellwood Pipeline, Inc.

ATTACHMENT C

CITY of CARPINTERIA, CALIFORNIA



August 11, 2015

Mr. Patrick T. Moran
Ellwood Pipeline, Inc.
c/o Venoco, Inc.
6267 Carpinteria Ave., Ste. 100
Carpinteria, CA 93013

Re: Request for Pipeline Inspection and Integrity Management Information

Dear Mr. ^{Pat}Moran,

As you are aware, City staff is currently evaluating Ellwood Pipeline, Inc.'s (Ellwood) request for a lease extension for pipelines connecting OCS Platforms Gail and Grace to the Carpinteria Processing Facility. The pipelines cross City property both offshore and onshore. Any lease extension is likely to take the form of a new lease in order to include terms that meet current standards and concerns.

We have completed review of information previously submitted by Ellwood and determined that additional information is needed in order for us to prepare recommendations on a new lease to the City Council. Portions of the pipelines were originally laid in 1965 and have been subjected to extreme stresses in the ocean environment, in addition to normal operational wear. It is our understanding that Ellwood estimates that Platforms Grace and Gail could have an economic life of 25 years, further stressing an aging pipeline system.

Given that the County of Santa Barbara recently incurred significant environmental damage due to the oil release from the Plains pipeline into the ocean environment, a pipeline that is land-based and less than 30 years old, the City wants as much confidence as possible that the subject pipelines are fit for service now and over their projected lifetime.

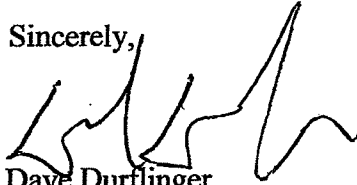
In order to make the most informed recommendation on a new lease, additional information on pipeline integrity, operational safety and corrosion control and monitoring programs is necessary. We have prepared the attached list of documents that are needed. The list was developed based on assumptions derived from our review of the most recent internal and external inspection reports prepared for the oil and gas pipelines, May 17, 2014 and May 18, 2013. Based on our review of the requested information, we may have additional information requests.

As you know, the current lease is set to expire on September 27, 2015. In light of the time it will take to compile and review the requested information, and negotiate a potential new lease, the City plans to provide an interim extension to extend the current lease for a limited period of time. The City will provide a document offering to enter into an interim extension to you shortly.

Mr. Patrick T. Moran
August 11, 2015
Page two

If you have any questions regarding our information needs, please do not hesitate to call me at 805 684-5405 x400.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Durflinger', with a stylized, flowing script.

Dave Durflinger
City Manager

Attachment

Cc: Don Grady, Manager, SB County Real Property Division
Kevin Drude, Deputy Director, SB County Energy Division

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Ellwood Pipeline, Inc.
Review of Pipelines Serving OCS Platforms Gail and Grace
August 11, 2015

Review Summary

1. M1 Platform Grace to Carpinteria Processing Facility

10" Natural Gas pipeline Smart Pig Survey Report, May 18, 2013

- The pipeline length is 80,925 ft /15.33 miles (from this smart Pig Survey Report)
- There were a total of 243 metal loss anomalies grouped in 233 metal loss groups (90 Internal and 145 External) with anomalies greater than 10% metal loss reported.
- The Smart Pig tool accuracy is +/- .10t except +/- .15t for the Axial Grooving and Circumferential Slotting.
- The deepest anomaly is 45.4% (External Corrosion) at a log distance of 79,764.4 ft, 2.62 inches long and 7.6 inches wide. It is about 1,160 ft from the inlet of the Carpinteria Facility.
- The pipeline wall thickness is 0.688 inch.
- During the run, there were 100 sections of pipeline where the tool overspeed occurred on approximately 17, 932 ft of pipeline comprising about 22.16% of the pipeline. Number of metal loss anomalies were not identified or detected due to this excessive toolspeed. It appears that this 22.16% (about ¼) of the pipeline has not been assessed since the last 2009 Smart Pig Survey.

2. M2 Platform Grace to Carpinteria Processing Facility

12" x 10" Oil Pipeline Smart Pig Survey, May 17, 2014

- The pipeline length is 82,254 ft/15.58 miles (from this Smart Pig Survey Report)
- There were a total of 100 metal loss anomalies grouped in 95 metal loss groups (57 Internal and 38 External) with anomalies greater than 10% metal loss reported.
- The Smart Pig tool accuracy is +/- .10t except +/- .15t for the Axial Grooving and Circumferential Slotting.
- The deepest is anomaly of 53.9% (External Corrosion) at a log distance of 12.3 ft (on the Platform), 2.35 inches long and 5.11 inches wide.
- There are two additional significant anomalies: 49.15 % (External Corrosion) and 49.9% (Internal Corrosion), both offshore.
- The pipeline has various wall thicknesses: 0.365 inch (18,861 ft), 0.375 inch (62,122 ft), 0.500 inch (587 ft) and 0.625 inch (685 ft) with a minimum thickness of 0.365 inch.

DOCUMENTS REQUEST

The following documents are requested in order to assess the integrity of the subject pipelines:

Gas Pipeline

1. May 2013 Natural Gas Pipeline Smart Pig Survey could not assess the integrity of about ¼ of the pipeline length (17,932 ft). Provide assessment of these 100 Sections of the pipeline. Since the Smart Pig Survey is conducted biennially, submit a copy of the 2015 Smart Pig Survey.
2. The deepest anomaly is 45.4%. With the tool tolerance (accuracy) of +/- 10t or .15t depending upon the type of anomaly, the worst case depth could be 55.4% or 60.4%. Evaluate this anomaly considering the worst case and provide the assessment.
3. Provide Ellwood's Integrity Management Program (IMP) details. This should include Ellwood's Pipeline Corrosion Control and Monitoring Plan.
4. Provide the two most recent previous Smart Pig Survey Reports.
5. External Corrosion anomalies appear to be more prevalent than the Internal Corrosion anomalies. Provide evaluation for this excessive External Corrosion.
6. Submit the two most recent Pipeline ROV Survey Reports.
7. Provide details of any repairs made in this pipeline.
8. Provide a copy of the Operations and Maintenance Manual.
9. Provide details about the "Automatic Shutdown" and "Alarms" of the pipeline due to the High/Low Pressure and High/Low Flow in the pipeline.

Oil Pipeline

1. The deepest anomaly is 53.9%. Provide the assessment conducted as per 49 CFR 195.450(h).
2. Evaluate and provide an assessment of the two anomalies 49.1% and 49.9% with the appropriate tool tolerance (.10t or .15t). The worst case anomalies could be 59.1% (or 64.1%) and 59.9% (or 64.9%).
3. Provide details of Ellwood's Integrity Management Program (IMP). This should include Ellwood's Pipeline Corrosion Control and Monitoring Plan.
4. Provide the two most recent previous Smart Pig Survey Reports.
5. Internal Corrosion anomalies appear to be more prevalent than the External Anomalies. Provide evaluation for this excessive Internal Corrosion.
6. Submit the two most recent Pipeline ROV Survey Reports.
7. Provide details of any repairs made in this pipeline.
8. Provide a copy of the Operations and Maintenance Manual.
9. Provide details about the "Automatic Shutdown" and "Alarms" of the pipeline due to the High/Low Pressure and High/Low Flow in the pipeline.

ATTACHMENT D



United States Department of the Interior
BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT
PACIFIC OCS REGION
760 Paseo Camarillo, Suite 102
Camarillo, CA 93010-6064

SEP 03 2015

Mr. Kevin Drude
Deputy Director
Planning and Development Department
Energy and Minerals Division
County of Santa Barbara
123 East Anapamu Street
Santa Barbara, CA 93101-2058

Re: Pipeline Integrity, Platform Grace to Shore

Dear Mr. Drude:

Thank you for your inquiry regarding the integrity of the Platform Grace-to-shore oil and gas pipelines. The Bureau of Safety and Environmental Enforcement (BSEE) Pacific OCS Region, Office of Field Operations, has a comprehensive pipeline inspection program that requires operators to use both internal and external inspection technologies in concert to assess and maintain the overall integrity of pipelines. In addition, the pipelines have a cathodic protection system in place with anodes strategically placed along the pipelines to reduce corrosion. The Platform Grace pipelines are regularly inspected, and there have been no findings of apparent problems and thus no remedial action or further analysis required based on the last several sets of inspection results. We discussed those inspection results and the history of the pipelines in more detail with Mr. Jay Sheth of your staff last week.

Please contact Catherine Hoffman, Regional Operations Section Chief, at (805) 384-6332, if you have any questions.

Sincerely,

Nabil F. Masri
Regional Supervisor
Office of Field Operations

cc: Mr. Terrence Larson
Acting Director, Pipeline Safety Office, Western Region Office
U. S. Department of Transportation

Ms. Marina Voskanian, P. E.
Division Chief, Mineral Resources Management
California State Lands Commission

bcc: Subject Files: 202-12 **1G(1)** Cooperation w/SB County
1502-05 **5D(3)** Carpinteria Field Pipeline Inspections

ecc: Subject Files: P:\BSEE\OFO\1G(1) Administrative Function Files & Audits and Investigation
Files\2015\2015_09_03 CSB Pipeline Integrity, Platform Grace to Shore
P:\BSEE\OFO\5D(3) Pipeline Repair Plans and Related
Permits\2015\2015_09_03 CSB Pipeline Integrity, Platform Grace to Shore
Chron
BSEE PAC MANAGERS/SUPERVISORS
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Files\2015\2015_09_03 CSB Pipeline Integrity, Platform Grace to Shore

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Pipeline Integrity, Platform Grace to Shore

ATTACHMENT E

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Santa Barbara

From: (Public Agency): City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

(Address)

Project Title: Ellwood Pipeline Lease Extension

Project Applicant: Ellwood Pipeline, Inc.

Project Location - Specific:

State tidelands offshore of the City of Carpinteria.

Project Location - City: Carpinteria

Project Location - County: Santa Barbara

Description of Nature, Purpose and Beneficiaries of Project:

The proposed action is to extend the existing Lease Agreement between the City and Ellwood Pipeline, Inc. for a short-term interim renewal period of 18 months, to allow the continued use of two existing submerged oil and gas pipelines operated by Ellwood Pipeline, Inc. located in State tidelands offshore of the City.

Name of Public Agency Approving Project: City of Carpinteria

Name of Person or Agency Carrying Out Project: Ellwood Pipeline, Inc.

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15301

☒ Statutory Exemptions. State code number: 15261(b) and 15061(b) (3)

Reasons why project is exempt:
See Attached.

Lead Agency

Contact Person: Dave Durlfing, City Manager

Area Code/Telephone/Extension: 805-684-5405 x46

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Cite specific CEQA and/or CEQA Guideline Section:
15261(b) ONGOING PROJECT

Reasons to support exemption findings: A private project shall be exempt from CEQA if the project received approval of a lease, license, certificate, permit, or other entitlement for use from a public agency prior to April 5, 1973. Here, the original Lease between Ellwood Pipeline, Inc. (as successor in interest to Standard Oil Company of California) and the County of Santa Barbara was executed on September 27, 1965. In 1968, upon annexation of a portion of County tidelands into the City of Carpinteria, the City acceded to the County's rights in the Lease as it relates to that area within the incorporated City limits. This short-term lease extension is a private project, allowing Ellwood Pipeline, Inc. to operate private facilities on submerged lands held in public trust by the City. The extension of the existing Lease Agreement for a period of 18 months is statutorily exempt from CEQA in accordance with Section 15261 of the CEQA Guidelines because it will allow the continued use of the two existing submerged oil and gas pipelines, with no change to facilities and no expansion of use beyond what was originally approved in the original lease.

Cite specific CEQA and/or CEQA Guideline Section:
15061(b)(3) REVIEW FOR EXEMPTION

Reasons to support exemption findings: A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. "Significant effect on the environment" is defined in the CEQA Guidelines as "... a substantial, or potentially substantial, adverse change in the environment." Whether the project will have a significant effect is determined by comparing the effects of the project to the environmental baseline existing at the time the project is reviewed and considered. The existing conditions here include the ongoing operation of the pipelines approved by the original lease. The short-term extension of the existing Lease Agreement for a period of 18 months, to allow continued use of the existing offshore pipelines under the same parameters as currently operated does not involve any change in present conditions, and, therefore, does not have the potential to cause a significant effect on the environment when compared against the existing conditions. No new facilities will be installed and the historic and ongoing operation of the pipelines by the lessee will continue during this interim period without change. Therefore, the short-term lease extension does not have the potential to cause a significant effect on the environment and the action is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3).

Furthermore, the Federal Bureau of Safety and Environmental Enforcement (BSEE) has regulatory authority to oversee maintenance, repair and safety-related planning for offshore Platforms Gail and Grace, and the associated pipelines. BSEE has reviewed the most recent information available regarding the condition and integrity of the subject pipelines including integrity testing and internal/external corrosion reports spanning the

last six years. In reviewing the inspection results, BSEE concluded the pipelines are currently in satisfactory operating condition and no corrective actions are necessary (letter from BSEE dated September 3, 2015). Based on the positive inspection results, the ongoing maintenance program carried out by the operator, the lack of previous incidents/spills and the positive operational record of the applicant, there is no possibility that during the short-term of the interim lease extension (18 months), there will be any significant impact on the environment.

Cite specific CEQA and/or CEQA Guideline Section:
15301 EXISTING FACILITIES

Reasons to support exemption findings: As defined in the California Environmental Quality Act (CEQA) guidelines, Section 15301 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The short-term extension of the existing lease will provide for the continued operation, repair, maintenance and leasing of existing private facilities under the same parameters as currently operated. There will be no physical alteration or expansion of the existing use resulting from the action, and, therefore, the lease extension is exempt from CEQA in accordance with Section 15301.

Exceptions to the exemptions not applicable: In addition, there is no substantial evidence that any of the exceptions to the exemptions contained in Guideline Section 15300.2 apply to the proposed action, as explained below.

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The pipelines' locations are not identified as an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state or local agencies and the City is not relying on the exemptions in Classes 3, 4, 5, 6 and 11.

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The available Federal oil and gas leases in the area of Platforms Gail and Grace have been developed. It is highly unlikely that additional platforms will be constructed during the term of the 18-month lease extension that have the potential to result in additional

transmission pipelines in the area. There are no other oil and gas pipeline systems in the area that have been extended or renewed, or will be extended or renewed by the City or the County of Santa Barbara within the next 18 months. Because successive projects of the same type in the same place are unlikely during the short-term period of the lease extension, no cumulative impacts will occur. Therefore, there will be no successive projects of the same type in the same place over time and no resultant associated cumulative impacts.

- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The Federal Bureau of Safety and Environmental Enforcement (BSEE) has regulatory authority to oversee maintenance, repair and safety-related planning for offshore Platforms Gail and Grace, and the associated pipelines. BSEE has reviewed the most recent information available regarding the condition and integrity of the subject pipelines including integrity testing and internal/external corrosion reports spanning the last six years. In reviewing the inspection results, BSEE concluded the pipelines are currently in satisfactory operating condition and no corrective actions are necessary (letter from BSEE dated September 3, 2015). There will be no physical alteration or expansion of the existing use. During the short-term lease extension, the same facilities will be operated under the same parameters as currently operating. While a portion of the pipelines is located in proximity to a Seal Rookery, the fact that BSEE has reviewed inspection reports for the pipelines and concluded that they are in satisfactory operating condition demonstrates that there is not a reasonable possibility that this short-term extension of the lease allowing the continuation of existing conditions will have a significant effect on the environment. Furthermore, the lease extension will not alter the existing environmental baseline. For the exception to apply, the activity must present unusual circumstances *and* there must be a reasonable possibility that the activity will have a significant effect on the environment. Since there is no reasonable possibility that the activity will have a significant effect on the environment, this exception is inapplicable.

- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

This project is not visible from any scenic highways. Therefore, this exception does not apply.

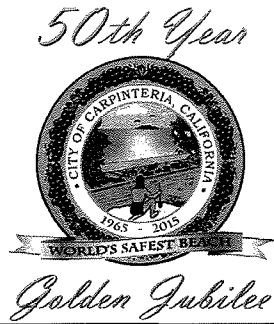
- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

This project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, it is not located on a hazardous waste site and this exception does not apply.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

This project does not involve any historical resources. Therefore, this exception does not apply.

In conclusion, none of the exceptions to the categorical exemptions pursuant to Section 15300.2 of the State CEQA Guidelines apply to this project.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Approval of Contract Amendment No. 4 with Drake Haglan and Associates for Preliminary Engineering Services for the Carpinteria Avenue Bridge Replacement Project

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the Mayor to sign Amendment No. 4 to the Agreement with Drake Haglan and Associates for Preliminary Engineering Services for the Carpinteria Avenue Bridge Replacement Project.

Motion: I move to approve and authorize the Mayor to sign Amendment No. 4 to the agreement for professional engineering services with Drake Haglan and Associates, Inc. for additional FEMA work, hazardous materials testing, stormwater requirements, and correcting cost proposal deficiencies for the Carpinteria Avenue Bridge Replacement Project.

BACKGROUND

In 2010, the City of Carpinteria secured Federal funding through the Highway Bridge Program (HBP) to address structural deficiencies of the 1937 Carpinteria Avenue Bridge over Carpinteria Creek. Since that time, the Department of Public Works has worked closely with Caltrans District No. 5 Local Assistance, grant administrators for the Federal Highways Administration, on proceeding with the Preliminary Engineering (PE) phase of this project. The PE phase includes conceptual design, environmental review permitting, and final engineering design work. Other phases of the project will include right-of-way certification and construction. In 2012, the City, through a consultant contract, completed a preliminary Hydraulics and Hydrology Study which assessed the hydraulics capacity within Carpinteria Creek for existing and future conditions. The condition of the bridge and the hydraulics of the creek support the replacement of the

bridge. The report included bridge replacement alternatives. On May 13, 2013, the City executed an agreement with Drake Haglan and Associates (DHA) to provide the required preliminary engineering, environmental, final design and permitting services.

The City Council executed a first amendment with DHA on July 22, 2013 to prepare a Conditional Letter of Map Revision (CLOMR) for submittal to the Federal Emergency Management Agency (FEMA). The purpose of the CLOMR was to provide design and hydraulic details for both the new Carpinteria Avenue and U.S. 101 bridges over Carpinteria Creek as part of the Linden Avenue and Casitas Pass Road Interchanges Project. The CLOMR documents the resulting effects on the 100-year flood plain within the City of Carpinteria. The City and Caltrans continue to work with FEMA on this issue.

The City Council executed a second amendment with DHA on June 9, 2014 to prepare an Environmental Impact Report (EIR). DHA's original scope of work assumed a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA); however, it was determined that a full EIR under CEQA would be a more appropriate document for the environmental review of the project. At the same time, it was also determined that a more robust community outreach and interface should be adopted.

The City Council executed a third amendment with DHA on January 12, for additional tasks of environmental studies and documentation. During the development of the project's Archeological Survey Report (ASR) it was determined that an extended Phase I archeological investigation was necessary to determine if the Carpinteria Avenue Bridge Replacement project would impact archeological resources. Additional environmental studies and memoranda were required to address temporary impacts to adjacent neighbors and roadway users and address the traffic impacts on the project vicinity when the project is under construction. Lastly, preliminary geotechnical investigations determined that the risk of liquefaction and lateral spreading were more significant than previously considered and further design coordination with the geotechnical subconsultant and added structural modeling were required due to the risk of liquefaction and lateral spreading.

DISCUSSION

This proposed amendment with DHA is needed due to an increase in the scope of work, specifically, the tasks for additional FEMA work, field testing for hazardous materials, extra work required for the Regional Water Quality Control Board's (RWQCB) newly implemented Post-Construction Requirements (PCRs) for stormwater quality, and to correct cost proposal deficiencies addressed in Caltrans' Conformance Letter Review.

The primary purpose of this amendment is to prepare the FEMA CLOMR and LOMR (Letter of Map Revision) application packages for Carpinteria Creek based on the proposed project. The work includes hydraulic modeling, floodplain mapping, and coordination with FEMA and Caltrans. DHA will produce and deliver the FEMA CLOMR and LOMR application packages.

Additionally, it was determined that field work and laboratory testing are required to determine the potential for aerially deposited lead and lead based paint on the existing bridge. DHA will prepare a report identifying locations of hazardous materials for inclusion into the project specifications. The scope of work includes an optional task of testing the roadway striping paint for additional hazardous metals.

The RWQCB implemented new PCRs for construction projects in March of 2014, after the agreement for consultant services was entered into with DHA on May 13, 2013. DHA will include design features such as drainage basins and determine how to most appropriately tie them into the project. DHA will ensure the Carpinteria Avenue Bridge Replacement Project is compliant with these new stormwater requirements.

Lastly, this Amendment is needed to allow the City to comply with the Conformance Letter Review from the Audits and Investigations Division of Caltrans received on April 26, 2013. The Department of Public Works requested a pre-award audit letter from the Audits and Investigations Division of Caltrans to determine if the required fiscal provisions and cost proposals of the proposed original Drake Haglan & Associates agreement were properly presented and in conformance with the requirements set forth in Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 10.

The Conformance Letter noted a few deficiencies with the required fiscal provisions listed in the contract and with the cost proposals from the consultants and stated that any deficiencies identified would need to be resolved. Public Works recently conducted an internal audit and discovered that the aforementioned fiscal provision deficiencies in the contract had been corrected; however, not all of the consultant cost proposal deficiencies had been resolved. The remaining deficiencies to be corrected were the cost proposals for Padre Associates, Avila & Associates, and Van Atta Associates, Inc. These cost proposals' lump sum amounts for other direct costs (ODC's) did not contain the required breakdown of costs. All ODC's need to be properly identified with a detailed cost breakdown and reimbursed at actual costs. The amended cost proposals for Padre, Avila, and Van Atta are included with this proposed amendment, but they have no financial change to the existing agreement with DHA.

As a result of the previously mentioned factors, Amendment No. 4 to the DHA contract, in the amount of \$79,401.90, is being proposed for the Council's consideration.

POLICY CONSISTENCY

The Carpinteria Avenue Bridge Replacement Project is included in the City's Capital Improvement Program/Development Impact Fee Program and it addresses many of the goals and policy statements in the City's General Plan.

- The purpose of the Circulation Element is to designate an efficient system of streets and highways that will provide adequate linkages between land uses in the City. This

Element complements the Land Use Element by contributing to the achievement of the economic, physical, and social goals of the community.

- Circulation and infrastructure needs are typically granted high priority in municipal capital budgets.
- C-1b. The City shall strive to improve vehicular and pedestrian over crossings of the freeway and the various creeks while respecting their habitat value and sensitivity.
- OSC-6a. Support the preservation of creeks and their corridors as open space, and maintain and restore riparian habitat to protect the community's water quality, wildlife diversity, aesthetic values, and recreation opportunities.
- OSC-6b. Protect and restore degraded creeks on City-owned land where protection and restoration does not interfere with good flood control practices.
- Creeks Preservation Program Implementation Policy 2.10, Implementation Measure 2.10.2. The City will specifically promote, through both public and private efforts, the aquatic and riparian habitats of Carpinteria Creek for restoration. (This policy includes several more elements that can be found on Pages 3-34 to 3-36)

FINANCIAL CONSIDERATIONS

The original contract fee to complete the professional services for the Carpinteria Avenue Bridge Replacement Project was \$1,056,912.39. This work is being funded through the Federal Highway Bridge Program (HBP) and the City's Development Impact Fee Program and Measure A funds. The HBP requires a local match to the Federal funding it provides. The City will provide the minimum match which is 11.47% of the total cost.

Amendment No. 1 was to develop a CLOMR for an additional \$154,958.62 of which the majority will be borne by Caltrans. Amendment No. 2 was for the preparation of an EIR for an additional \$115,453.88. Amendment No. 3 was for an additional \$34,627.54 for an increase in environmental studies and detailed structural analysis. This Amendment is for an additional \$79,401.90 and includes preparation of FEMA CLOMR & LOMR applications, testing of hazardous materials (including the optional task of testing the roadway striping paint for additional hazardous metals) at the project site, compliance with RWQCB's Post Construction Requirements, and correcting cost proposal deficiencies per Caltrans' audit. The majority of this proposed amendment will be borne by Caltrans. The contract amounts and the estimated source of funding are shown in the table below:

COSTS		FUNDING			
Contracts	Amount	Federal	Local Match	Caltrans ¹	Total
DHA – Original Contract	\$1,056,912.39	\$935,684.53	\$121,227.86	0	\$1,056,912.39
DHA - Amendment #1	\$154,958.62	\$6,859.25	\$888.69	\$147,210.68	\$154,958.62
DHA – Amendment #2	\$115,453.88	\$102,211.31	\$13,242.57	0	\$115,453.88
DHA – Amendment #3	\$34,627.54	\$30,655.76	\$3,971.78	0	\$34,627.54
DHA – Amendment #4	\$79,401.90	\$39,333.71	\$5,096.10	\$34,972.09	\$79,401.90
Total	\$1,441,354.33	\$1,114,744.56	\$144,427.00	\$182,182.77	\$1,441,354.33

¹ Note: A portion of the cost was borne by the Linden Avenue & Casitas Pass Road Interchanges Project and was therefore paid for by Caltrans.

LEGAL

There are no legal issues associated with this item.

OPTIONS

The City Council could choose not to execute Amendment No. 4 with DHA and/or direct staff to make revisions to the amendment.

PRINCIPAL PARTIES EXPECTED AT MEETING

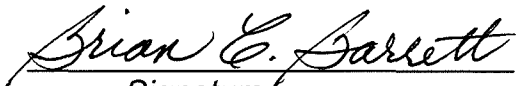
There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Amendment No. 4 to City Contract with Drake Haglan and Associates (DHA)

Staff contact:

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

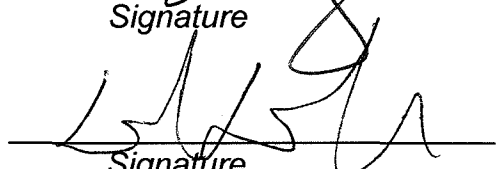

Signature

Reviewed by:

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


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

Amendment No. 4
To Consultant Services Agreement between City of Carpinteria and Drake Haglan
and Associates, Inc. for the Carpinteria Avenue Bridge Project

This Amendment No. 4 ("Amendment") is made this 14th day of September, 2015 to an agreement for Consultant Services between the CITY OF CARPINTERIA ("City") and Drake Haglan and Associates ("Consultant") for the Carpinteria Avenue Bridge Project dated the 13th day of May, 2013 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides under Section 1 SERVICES Subsection 1.2 Additional Services, the ability for City to authorize Consultant to perform Additional Services that are within the expertise of Consultant; and

WHEREAS, the City wishes to modify the Additional Services as described in "Exhibit A.4"; and

WHEREAS, the Agreement between City and Consultant currently provides under Section 5 COMPENSATION, Subsection 5.5 Additional Services, the ability for City to provide compensation for Additional Services; and

WHEREAS, the City Council, on this 14th day of September, 2015, approves this Contract Amendment and authorizes the Mayor to execute this Contract Amendment.

Now therefore City and Consultant agree as follows that Agreement be, and hereby is, amended as follows:

1. Section 1 SERVICES Subsection 1.1 Basic Services of Agreement is amended as follows:

1.1 Basic Services. CITY hereby retains CONSULTANT to perform the services described and set forth in the attached **Exhibit A ("Basic Services")** and **Exhibit A.4 ("Additional Services")**, which is incorporated by this reference as though set forth in full. CONSULTANT hereby agrees to perform said services within the designated time frames and accepts this retention. CONSULTANT shall complete the Basic Services and Additional Services according to a schedule of performance which is also set forth in **Exhibit A and in Exhibit A.4.**

2. This Agreement is amended to delete Exhibit A in its entirety and replace it with Exhibit A.4 attached hereto and incorporated herein.

3. Section 5 COMPENSATION Subsection 5.1 Basic Services.

5.1 Basic Services. For Basic Services, CITY shall pay CONSULTANT a time and materials, not to exceed amount of One Million Four Hundred and Forty One Thousand Three Hundred and Fifty Four Dollars and Thirty Three Cents (\$1,441,354.33), including the fixed fee specified in Article 5.3, as full compensation for all labor, materials, equipment, tools, transportation, and

services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B.4, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks

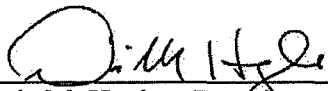
4. This Agreement is amended to delete **Exhibit B** in its entirety and replace it with **Exhibit B.4** attached hereto and incorporated herein.
5. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

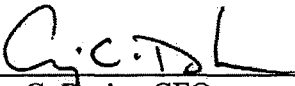
IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 at the place and as of the date first written above.

"CITY"
City of Carpinteria

"CONSULTANT"
Drake Haglan and Associates, Inc.

By: _____
Gregg A. Carty, Mayor

By:  _____
Dennis M. Haglan, President

By:  _____
Craig C. Drake, CFO

APPROVED AS TO FORM:
City of Carpinteria

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

ATTEST:

By: _____
Fidela Garcia, CMC, City Clerk

APPROVED AS TO CONTENT:

By: _____
Charles W. Ebeling, P.E.
Public Works Director

EXHIBIT A.4



June 12th, 2015

Charlie Ebeling
Public Works Director
5775 Carpinteria Avenue
Carpinteria, CA 93013

**SUBJECT: Carpinteria Avenue Bridge Replacement Project Amendment Request
Amendment No. 4: Additional Support Services**

Dear Mr. Ebeling:

Drake Haglan & Associates (DHA) is requesting a contract amendment to perform the additional FEMA work, perform field testing for hazardous materials, and perform work required for the Regional Water Quality Control Board's (RWQCB) newly implemented Post-Construction Requirements (PCRs) for stormwater quality required on the Carpinteria Avenue Bridge Replacement Project. The amendment is needed due to an increase in the scope of work, specifically the tasks for preparing the project Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR), as well as the hazardous material testing and PCR compliance efforts.

The primary purpose of this amendment is to prepare the FEMA CLOMR and LOMR application packages for Carpinteria Creek based on the Carpinteria Avenue Bridge Replacement Project. The work required to build these packages includes hydraulic modelling, floodplain mapping, and coordination with FEMA and Caltrans. The final product produced by DHA and delivered to the City will be the Conditional Letter of Map Revision and Letter of Map Revision packages. Additionally, it was determined that field work and laboratory testing are required to determine the potential for hazardous materials at the bridge site. The final deliverable for this task will be a report identifying locations of hazardous materials for inclusion into the project specifications. Lastly, the RWQCB implemented new PCRs for construction projects in March of 2014, after the agreement for consultant services was entered into with DHA on May 13th, 2013. DHA will perform the design and coordination work necessary to ensure the Carpinteria Avenue Bridge Project is compliant with these new stormwater requirements.

To accommodate the additional work, additional budget is needed for the following contract scope items:

Tasks 2.1 - Project Management

The Project Management task includes the time typically needed to manage the flow of work through the project team. The additional scope included in this amendment will require time for the Project Manager and Project Engineer to coordinate with the project team and stakeholders. The Project Manager and Project Engineer will review the additional items to ensure consistency between the packages and engineering plans and specifications.

Tasks 2.6 – 65% Plans and Updated Estimate

At the 65% design phase a significant level of effort will be required by DHA in order to perform the calculations required to determine the project limits required to implement the

RWQCB's new PCRs. Additionally DHA will need include design features such as drainage basins and swales and determine how to most appropriately tie them into the project. Coordination with the City and RWQCB will also be needed.

Tasks 3.9 – Water Quality Management Plan

From the efforts in tasks 2.6 and 3.10, DHA will continue coordination efforts with the RWQCB and document the design, implementation, and compliance with the RWQCB's PCRs.

Tasks 3.10 – 95% Draft Plans, Specifications, and Estimate

DHA will continue to progress and implement the RWQCB's PCR requirement. Effort in this task assumes preparation and attendance for 1 in-person meeting with the City and RWQCB to discuss PCR implementation into the Carpinteria Avenue Bridge Project. Additional conference call coordination will be performed as needed. In addition to the coordination, DHA will finalize all calculations and implement the necessary project features in to the plans to gain RWQCB PCR compliance.

Avila and Associates

Avila and Associates will perform the hydraulic modelling, floodplain mapping, and assist in the coordination with FEMA and Caltrans required for the FEMA CLOMR and LOMR application packages.

Cardenas

Cardenas will perform additional survey work of features around and downstream of the Carpinteria Avenue Bridge. Work will include surveying additional topographic points, utilities, and other features needed for design.

Fugro

Fugro will prepare a testing plan for City review and then perform field work and laboratory tests for aerially deposited lead and lead based paint on the existing bridge and in the existing roadway striping. Fugro will also produce a final report documenting their findings and showing locations of hazardous materials identified. As an optional task Fugro will also test the roadway striping paint for additional hazardous metals. This optional task will only be performed after written notice to proceed is provided by the City of Carpinteria.

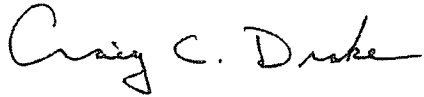
Total All Items

The amount of the requested amendment for the additional scope of work is **\$78,802**, which revises the current contract amount from **\$1,361,953** to a total of **\$1,440,755**. If the optional services by Fugro are opted to be used the amount of the requested amendment for the additional scope of work is **\$79,402**, which revises the current contract amount from **\$1,361,953** to a total of **\$1,441,355**. The fee estimate (Exhibit 10-H) for this additional work is attached.

If you have any questions or would like further clarification of any of these documents, please call me at your convenience.

Sincerely,

Drake Haglan & Associates

A handwritten signature in black ink that reads "Craig C. Drake". The signature is written in a cursive, flowing style.

Craig C. Drake, P.E.
Project Manager

City of Carpenteria Public Works Department
Carpenteria Creek Bridge Replacement

**DRAKE HAGLAN AND ASSOCIATES
AMENDMENT O+A1+A2+A3 SUMMARY**

CONTRACT No.
CONSULTANT:

Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
CDrake	Principal Engineer	760	\$ 75.00	\$57,000.00
KRoss	Principal Engineer	42	\$ 75.00	\$3,150.00
MBurgard	Engineer, Range A	152	\$ 42.00	\$6,384.00
SAlligie	Senior Engineer, Range B	1,196	\$ 48.10	\$57,527.60
JGrant	Engineer, Range B	296	\$ 41.50	\$12,284.00
ABarba	CAD Draftsperson, Range B	888	\$ 35.00	\$31,080.00
DMelis	Senior Engineer, Range C	248	\$ 62.80	\$15,574.40
MMcConnell	Engineer, Range B	552	\$ 45.00	\$24,840.00
ABoyes	Assistant Engineer, Range A	720	\$ 28.00	\$20,160.00
JHildebrandt	Environmental Coordinator, Range B	468	\$ 36.00	\$16,848.00
KDrebert	Project Administrator	36	\$ 36.35	\$1,308.60
TBautista	Administrator, Range B	32	\$ 30.00	\$960.00
DHaglan	Principal Engineer	36	\$ 75.00	\$2,700.00

5,426 Total Hours

Subtotal Direct Labor Costs \$249,816.60

Anticipated Salary Increases \$9,131.61

TOTAL - Direct Labor \$258,948.21

INDIRECT COSTS

	Rate	Total
Overhead	95.36%	\$246,933.01
Fringe Benefit	49.40%	\$127,920.42
General & Administrative	0.00%	\$0.00
	144.76%	

TOTAL - Indirect Costs \$374,853.43

FEE (10.00%)

TOTAL - Fee \$63,380.16

OTHER DIRECT COSTS

			Total
Travel Costs (mileage)	Miles	3,200 @ \$ 0.565	\$ 1,808.00
Travel Costs (lodging)	Nights	15 @ \$ 150.00	\$ 2,250.00
Overnight Service	Each	40 @ \$ 15.00	\$ 600.00
Outside Photocopies (11x17)	Each	750 @ \$ 0.20	\$ 150.00
Color Copies	Each	300 @ \$ 1.00	\$ 300.00
Air Fare	Trip	4 @ \$ 180.00	\$ 720.00
Streetlight Plan Sheet (by others)	Plan Sheet	1 @ \$2,500.00	\$ 2,500.00
Potholing	Per Hole	10 @ \$ 500.00	\$ 5,000.00
Surveys (Cardenas)		1 @ \$9,760.00	\$ 9,760.00
R/W Engineering (Cardenas)		1 @ \$9,480.00	\$ 9,480.00

NOTE: All reimbursable project related expenses will be billed at cost, with appropriate invoices and documentation provided for reference.

TOTAL - Other Direct Costs \$32,568.00

SUBCONSULTANTS

Avila and Associates (Bridge Hydraulics)	\$ 46,158.26
Avila and Associates (CLOMR/LOMR)	\$ 154,958.62
Ayars	\$ 127,290.00
Fugro	\$ 90,746.60
HJA	\$ 55,137.00
Padre	\$ 111,374.00
VAI	\$ 46,538.15

TOTAL - Subconsultants \$ 632,202.63

TOTAL \$1,361,952.43

City of Carpinteria Public Works Department
Carpenteria Creek Bridge Replacement

**DRAKE HAGLAN AND ASSOCIATES
AMENDMENT 4 SUMMARY**

CONTRACT No.
CONSULTANT:

Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
CDrake	Principal Engineer	12	\$ 75.00	\$900.00
KRoss	Principal Engineer	0	\$ 75.00	\$0.00
MBurgard	Engineer, Range A	12	\$ 42.00	\$504.00
SAlligui	Senior Engineer, Range B	0	\$ 48.10	\$0.00
JGrant	Engineer, Range B	0	\$ 41.50	\$0.00
ABarba	CAD Draftsperson, Range B	0	\$ 35.00	\$0.00
DMelis	Senior Engineer, Range C	48	\$ 62.80	\$3,014.40
MMcConnell	Engineer, Range B	72	\$ 45.00	\$3,240.00
ABoyes	Assistant Engineer, Range A	0	\$ 28.00	\$0.00
JHildebrandt	Environmental Coordinator, Range B	0	\$ 36.00	\$0.00
KDrebert	Project Administrator	0	\$ 36.35	\$0.00
TBautista	Administrator, Range B	0	\$ 30.00	\$0.00
DHaglan	Principal Engineer	0	\$ 75.00	\$0.00

144 Total Hours

Subtotal Direct Labor Costs \$7,658.40
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$7,658.40

INDIRECT COSTS

	Rate	Total
Overhead	95.36%	\$7,303.05
Fringe Benefit	49.40%	\$3,783.25
General & Administrative	0.00%	\$0.00
	144.76%	

TOTAL - Indirect Costs \$11,086.30

FEE (10.00%)

TOTAL - Fee \$1,874.47

OTHER DIRECT COSTS

			Total
Travel Costs (mileage)	Miles	@ \$ - \$	-
Travel Costs (lodging)	Nights	@ \$ - \$	-
Overnight Service	Each	@ \$ - \$	-
Outside Photocopies (11x17)	Each	@ \$ - \$	-
Color Copies	Each	@ \$ - \$	-
Air Fare	Trip	@ \$ - \$	-
Streetlight Plan Sheet (by others)	Plan Sheet	@ \$ - \$	-
Potholing	Per Hole	@ \$ - \$	-
Surveys (Cardenas)		@ \$ - \$	1,370.00
R/W Engineering (Cardenas)		@ \$ - \$	-

NOTE: All reimbursable project related expenses will be billed at cost, with appropriate invoices and documentation provided for reference.

TOTAL - Other Direct Costs \$1,370.00

SUBCONSULTANTS

Avila and Associates (Bridge Hydraulics)	\$ -
Avila and Associates (CLOMR/LOMR)	\$ 36,812.73
Ayars	\$ -
Fugro	\$ 20,000.00
HJA	\$ -
Padre	\$ -
VAI	\$ -
Fugro (Optional Metal Testing)	\$ 600.00

TOTAL - Subconsultants \$ 56,812.73
w/ Optional Metal Testing \$ 57,412.73

TOTAL - Amendment 4 \$78,801.90
w/ Optional Metal Testing \$79,401.90

City of Carpenteria Public Works Department
Carpenteria Creek Bridge Replacement

**DRAKE HAGLAN AND ASSOCIATES
TOTAL SUMMARY**

CONTRACT No.
CONSULTANT:

Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
CDrake	Principal Engineer	772	\$ 75.00	\$57,900.00
KRoss	Principal Engineer	42	\$ 75.00	\$3,150.00
MBurgard	Engineer, Range A	164	\$ 42.00	\$6,888.00
SAlligui	Senior Engineer, Range B	1,196	\$ 48.10	\$57,527.60
JGrant	Engineer, Range B	296	\$ 41.50	\$12,284.00
ABarba	CAD Draftsperson, Range B	888	\$ 35.00	\$31,080.00
DMelis	Senior Engineer, Range C	296	\$ 62.80	\$18,588.80
MMcConnell	Engineer, Range B	624	\$ 45.00	\$28,080.00
ABoyes	Assistant Engineer, Range A	720	\$ 28.00	\$20,160.00
JHildebrandt	Environmental Coordinator, Range B	468	\$ 36.00	\$16,848.00
KDrebert	Project Administrator	36	\$ 36.35	\$1,308.60
TBautista	Administrator, Range B	32	\$ 30.00	\$960.00
DHaglan	Principal Engineer	36	\$ 75.00	\$2,700.00

5,570 Total Hours

Subtotal Direct Labor Costs \$257,475.00
Anticipated Salary Increases \$9,131.61

TOTAL - Direct Labor \$266,606.61

INDIRECT COSTS

	Rate	Total
Overhead	95.36%	\$254,236.06
Fringe Benefit	49.40%	\$131,703.67
General & Administrative	0.00%	\$0.00
	144.76%	

TOTAL - Indirect Costs \$385,939.73

FEE (10.00%)

TOTAL - Fee \$65,254.63

OTHER DIRECT COSTS

				Total
Travel Costs (mileage)	Miles	3,200 @	\$ 0.565	\$ 1,808.00
Travel Costs (lodging)	Nights	15 @	\$ 150.00	\$ 2,250.00
Overnight Service	Each	40 @	\$ 15.00	\$ 600.00
Outside Photocopies (11x17)	Each	750 @	\$ 0.20	\$ 150.00
Color Copies	Each	300 @	\$ 1.00	\$ 300.00
Air Fare	Trip	4 @	\$ 180.00	\$ 720.00
Streetlight Plan Sheet (by others)	Plan Sheet	1 @	\$ 2,500.00	\$ 2,500.00
Potholing	Per Hole	10 @	\$ 500.00	\$ 5,000.00
Surveys (Cardenas)		1 @	\$ 11,130.00	\$ 11,130.00
R/W Engineering (Cardenas)		1 @	\$ 9,480.00	\$ 9,480.00

NOTE: All reimbursable project related expenses will be billed at cost, with appropriate invoices and documentation provided for reference.

TOTAL - Other Direct Costs \$33,938.00

SUBCONSULTANTS

Avila and Associates (Bridge Hydraulics)	\$ 46,158.26
Avila and Associates (CLOMR/LOMR)	\$ 191,771.35
Ayars	\$ 127,290.00
Fugro	\$ 110,746.60
HJA	\$ 55,137.00
Padre	\$ 111,374.00
VAI	\$ 46,538.15
Fugro (Optional Metal Testing)	\$ 600.00

TOTAL - Subconsultants \$ 689,015.36
w/ Optional Metal Testing \$ 689,615.36

TOTAL - \$1,440,754.33
w/ Optional Metal Testing \$1,441,354.33

Carpinteria Creek/Carpinteria Avenue Bridge Replacement CLOMR/LOMR

This scope of work was prepared by Avila and Associates, Consulting Engineers Inc. (Avila) at the request of Drake Haglan and Associates (DHA). The purpose of this study is to prepare FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) application packages for Carpinteria Creek based on the Carpinteria Avenue Bridge replacement project. This scope describes the anticipated project tasks to be performed by Avila.

Task 1 Hydraulic Modeling

The new existing conditions HEC-RAS (River Analysis System) hydraulic model for Carpinteria Creek, created in a separate scope of work, will serve as the effective model for Carpinteria Avenue Bridge CLOMR application. Avila will revise this model to represent post-project conditions, which reflects the proposed Carpinteria Avenue Bridge.

Important Note: For CLOMR submittals, FEMA typically wants the modeling to be based on design plans at the 75 to 80 percent completion level (at a minimum).

Per FEMA regulations, up to four models will be run for Carpinteria Creek: a duplicate effective model, a corrected effective model, a pre-project (existing) conditions model, and a post-project conditions model. In this case, the duplicate effective, corrected effective, and pre-project (existing) conditions models are expected to be equivalent. The 10-year, 50-year, 100-year, and 500-year peak discharges will be modeled as required by FEMA for a detailed Zone AE map revision. A floodway analysis will also be run (100-year discharge).

Avila will check that the hydraulic model assumptions, parameters, and results are consistent with FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners* and applicable National Flood Insurance Program (NFIP) regulations. FEMA's CHECK-RAS computer program will also be used as part of the review process.

Deliverable: HEC-RAS models

Assumptions: The Highway 101 roadway embankments can wash out during a major flood event. The washed-out embankments will allow the entire 12,000 cfs to flow downstream of the bridge.

Task 2 Floodplain Mapping

Avila will delineate floodplains within the study area for the 100-year and 500-year flood events. Floodplain workmaps will be developed and annotated/revised Digital Flood Insurance Rate Map (DFIRM) panels will be prepared. Digital files will be organized and submitted to FEMA.

Deliverable: Digital DFIRM mapping and 3 copies of printed version

Assumptions: New mapping procedures are currently under development by FEMA; however, it is not known when they will be implemented. This cost estimate assumes typical floodplain mapping, and does not include the preparation of flood depth grids.

Task 3 CLOMR Application and Follow-up

Documentation for the CLOMR application package will include copies of the completed FEMA MT-2

certification forms, hydraulic model input and output, CHECK-RAS comments and responses, proposed bridge plans, floodplain workmaps, flood profiles, floodway data table, and annotated DFIRM panels showing the revised floodplain. Hydraulic model files and GIS layers will also be provided.

Public notice and/or individual property owner notification may be required by FEMA. Avila will provide text for the public notice and/or notification letter to be sent out by the community.

The Avila team will coordinate with the City of Carpinteria, Caltrans, and the County of Santa Barbara, State and Federal agencies, if needed, regarding the CLOMR submittal. Also included is follow-up with FEMA and their Technical Evaluation Contractor to clarify any questions related to the CLOMR submittal or to furnish available information not previously submitted, including minor revisions to the hydraulic models.

Deliverable: CLOMR application package and correspondence with local, state and federal agencies (if needed).

Assumptions:

- FEMA recently launched the Online Letter of Map Change (LOMC) web tool. It is anticipated that the CLOMR application will be submitted and processed through the Online LOMC. No hard copies of the CLOMR application will be created.
- The FEMA review fee of up to \$6,750 (\$6,500 for an online submission) for a CLOMR based on a new bridge will be paid by the client and is *not* included in this scope of work.

Task 4 LOMR Application and Follow-up

Avila will review as-built plans for the Carpinteria Avenue Bridge replacement, and make minor revisions to the post-project conditions model, as well as updating the flood profiles and CHECK-RAS comments/responses (if required). Documentation for the LOMR application package will include copies of the completed FEMA MT-2 certification forms, hydraulic model input and output (if revised), CHECK-RAS comments and responses (if revised), as-built bridge plans, floodplain workmaps, flood profiles, floodway data table, and annotated DFIRM panels showing the revised floodplain. Hydraulic model files and GIS layers will also be provided (if revised from the CLOMR).

Public notice and/or individual property owner notification may be required by FEMA. Avila will provide text for the public notice and/or notification letter to be sent out by the community.

The Avila team will coordinate with the City of Carpinteria, Caltrans, and the County of Santa Barbara, State and Federal Agencies, if needed, regarding the CLOMR submittal. One review meeting is included in the proposal. Also included is follow-up with FEMA and their Technical Evaluation Contractor to clarify any questions related to the CLOMR submittal or to furnish available information not previously submitted, including minor revisions to the hydraulic models.

Deliverable: LOMR application package and correspondence with local, state and federal agencies (if needed).

Assumptions:

- It is anticipated that the LOMR application will be submitted and processed through the Online LOMC. No hard copies of the LOMR application will be created.
- If FEMA changes the LOMR into a Physical Map Revision (PMR) due to the number of affected map panels, additional coordination over a longer period may be required, which is beyond this scope of work.
- The FEMA review fee of up to \$8,250 (\$8,000 for an online submission) for a LOMR based on a

new bridge will be paid by the client and is *not* included in this scope of work.

Task 5 Surveying:

Complete additional surveying for bridge modeling

Assumptions: Surveying up to the budget limits

Deliverables: Survey points

Task 6 Project Management and Coordination

Avila Project Manager will perform project management and coordination tasks throughout the project, and will participate in conference calls with Avila (and the City of Carpinteria, Caltrans, and/or FEMA, as requested).

Deliverable: None

Assumptions: PM/Coordination up to the budget limits.

Project Schedule

We expect that it will take approximately 2 to 3 months from notice to proceed and receipt of required data to complete the HEC-RAS modeling and create the CLOMR submittal package. The CLOMR submittal will first be reviewed by the City of Carpinteria (and the County of Santa Barbara, if applicable). Once accepted, it will be sent to FEMA for review and approval. In our experience, the FEMA review process typically takes 3 to 4 months for a CLOMR of this size, although we have seen review times as short as 2 months and as long as 6 months for this type of submittal.

The LOMR submittal will be prepared when as-built plans are available for the bridge. We anticipate that it will take 1 to 2 months from receipt of the as-built data to complete the LOMR submittal. A similar review process is anticipated for the LOMR submittal, although it will likely be shorter overall.

For large bridge projects, the LOMR submittal can often take place years after the CLOMR submittal. Unless rate escalation is built into the contract, an adjustment to fee proposal would be required to reflect current billing rates at the time of the LOMR.

CLOMR and LOMR fees to be paid by the City of Carpinteria and are not included in the Fee proposal.

City of Carpinteria Public Works Department
Carpinteria Creek Bridge Replacement

Avila & Associates
Carpinteria Creek - CLOMR/LOMR

CONTRACT No.
CONSULTANT:

Avila & Associates

CONSULTANT COST PROPOSAL
April 22, 2015

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Cathy Avila	Project Manager	92	\$ 80.00	\$7,360.00
Todd Remington	Project Engineer		\$ 60.00	\$0.00
Scott Strosnider	Assistant Engineer	148	\$ 45.00	\$6,660.00
Kate Bode	Plant Ecologist/Technical Editor	0	\$ 57.75	\$0.00
Neil Storey	GIS Specialist	36	\$ 67.50	\$2,430.00
		276	Total Hours	\$16,450.00
Subtotal Direct Labor Costs				\$16,450.00
Anticipated Salary Increases				\$0.00

TOTAL - Direct Labor **\$16,450.00**

INDIRECT COSTS

	Rate	Total
Overhead	56.40%	\$9,277.80
Fringe Benefit	26.00%	\$4,277.00
General & Administrative	16.00%	\$2,632.00
	98.40%	

TOTAL - Indirect Costs **\$16,186.80**

FEE (10.00%)

TOTAL - Fee **\$3,263.68**

OTHER DIRECT COSTS

			Total
Travel	630 @	0.575	\$ 362.25
overnight mail	5 @	20.00	\$ 100.00
Reports	9 @	50.00	\$ 450.00
Hotel	@	150.00	\$ -

TOTAL - Other Direct Costs **\$912.25**

TOTAL - Bridge Hydraulics **\$36,812.73**

FUGRO CONSULTANTS, INC.



4820 McGrath Street, Suite 100
Ventura, California 93003-7778
Tel: (805) 650-7000
Fax: (805) 650-7010

June 10, 2015

Proposal No. 04.72159041

Drake Haglan & Associates
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Attention: Mr. Matt Burgard, Bridge Engineer

Subject: Proposal for Limited Assessment Services
Carpinteria Avenue Bridge Replacement Project
Santa Barbara County, California

Dear Mr. Burgard:

Fugro Consultants, Inc., (Fugro) is pleased to submit this proposal to Drake Haglan & Associates (DHA) to provide limited assessment services for the referenced project. To prepare this proposal, Fugro reviewed the Initial Site Assessment (ISA) for the project prepared for Caltrans in January 2015, and discussed the scope of work with DHA in May 2015. Fugro understands that the existing concrete bridge structure will be removed and replaced with a new structure which may expand the width of the bridge to accommodate a widened sidewalk/bike way. It appears that a wooden railing extending along the bridge approaches will also be removed, as will be various utilities which are currently suspended below the bridge decking. Photographs of the existing bridge structure suggest that the wooden railings, exposed utility piping, and portions of the bridge support structure have been painted in the past. The age of the paint is not known. In addition, based on a review of the ISA and aerial photographs, we observed that soil is exposed within the existing roadway right of way along the bridge approaches.

PROPOSED SCOPE OF SERVICES

The ISA report recommends that the lead content of exposed painted surfaces, the lead content of pavement striping and the presence of aerially deposited lead (ADL) in exposed soil with the proposed construction zone be confirmed. Fugro proposes the following scope of services to address the ISA recommendations:

- Prepare a Sampling and Analysis Plan for the review and approval of the City of Carpinteria (City);
- Conduct a lead based paint (LBP) survey of the existing bridge structure/exposed utilities and pavement markings;
- Conduct an ADL survey of exposed shallow soils; and



- Prepare a Phase II ESA Report.

Prepare a Sampling and Analysis Plan

Fugro will prepare a Phase II ESA Sampling and Analysis Plan (SAP) for the proposed impacted areas comprising the roadway construction zone. The SAP will propose a sampling and testing program to address the ISA recommendations. The SAP will include a Health and Safety Plan signed by a Certified Industrial Hygienist (CIH) and a site plan showing proposed sampling locations. The spacing between the samples will provide representative coverage of the zone of proposed construction. Fugro has included one submittal of the SAP for the City's review and comment.

Conduct Assessment of LBP and ADL

Fugro has assumed that the field work described in this task will be completed during one field day. We have assumed that the work will require obtaining an encroachment permit from the City of Carpinteria/County of Santa Barbara. In addition, Fugro has included the services of a traffic control subcontractor to provide a safe area for the field work to be conducted.

Fugro will subcontract with SCA/LA to assess suspect painted surfaces within the construction zone for the presence of lead. This study will be conducted under the guidance of a CIH. Up to 10 samples of paint from wooden railings and pavement markings, and exposed paint on the concrete bridge structure and exposed utilities will be sampled and tested for total lead. Samples will be collected using appropriate tools and samples will be stored in appropriate containers for transport to a state certified laboratory.

Fugro will obtain samples of shallow soil within the upper 18 inches of soil exposed areas within the construction zone. Sampling will be conducted using hand held tools. For purposes of this proposal, we anticipate that we will collect samples from 2 depths at 10 locations, 5 locations on each side of the roadway. Samples will be preserved in glass jars which will be stored in a cooled ice chest until delivery to a state certified laboratory.

Selected chemical laboratories will perform analytical testing for lead on a standard turnaround basis. All sampling and analyses will be performed in general accordance with standard procedures used by environmental professionals.

Cadmium and total chromium are two metals that have also been found to be present in some roadway striping materials and bridge paints. At the discretion of the City, we can modify the testing program to include testing the 10 selected paint/stripping samples for cadmium and total chromium.

Data Review and Prepare a Phase II ESA Report

Fugro will review the laboratory data reports for completeness and will tabulate the results for inclusion in a Phase II ESA report. The report will describe the conditions encountered during the field investigation. Data will be compared to lead levels established by the Department of Toxic Substances Control (DTSC) for use on Caltrans projects. Based on the study described



herein and the data generated, we will provide conclusions and recommendations regarding the following:

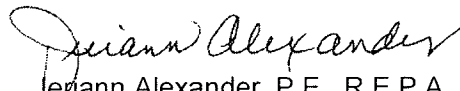
- Presence of ADL in soil including a map showing the potential areas of concern;
- Presence of LBP for the existing bridge structure including a map showing the potential areas of concern;
- Presence of lead in pavement markings, and if authorized, the presence of cadmium and chromium in roadway striping and paints; and
- Whether abatement may be required based on the data collected.

FEE ESTIMATE AND SCHEDULE

Fugro will provide the services described herein on a time and materials basis for a fee not to exceed \$20,000. This fee would be increased to no more than \$20,600 if the planned testing program is expanded to include testing paint and striping samples for cadmium and total chromium. A breakdown of this fee is attached. If you have questions regarding the proposed scope of services or not to exceed fee, please call the undersigned at 916-773-2600, ext 128.

Sincerely,

FUGRO CONSULTANTS, INC.


Jeriann Alexander, P.E., R.E.P.A.
Principal Engineer

JA/jna

Enclosure: Fee Estimate

Cardenas and Associates Surveying, Inc.
 PO Box 1787
 Goleta CA 93116
 ph (805) 966-3713, fax (805) 966-3271

DATE	ITEM	HRS	RATE	DESCRIPTION	AMOUNT
June 2015	office	2	\$80/hr	draft topogrpahic map	160.00
		2	\$105/hr	process data for drafting	210.00
		2	\$140/hr	Review & edit mapping	280.00
	Field	4	\$180/hr	map bridges at state beach	720.00
TOTAL \$					1,370.00

City of Carpenteria Public Works Department
Carpenteria Creek Bridge replacement

Avila & Associates
Carpenteria Creek

CONTRACT No.
CONSULTANT:

Avila & Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Cathy Avila	Project Manager	232	\$ 75.00	\$17,400.00
Todd Remington	Project Engineer	40	\$ 55.00	\$2,200.00
Kate Bode	Plant Ecologist/Technical Editor	16	\$ 52.50	\$840.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00
			\$ -	\$0.00

288
Subtotal Direct Labor Costs \$20,440.00
Anticipated Salary Increases

TOTAL - Direct Labor \$20,440.00

INDIRECT COSTS

	Rate	Total
Overhead	56.40%	\$11,528.16
Fringe Benefit	26.00%	\$5,314.40
General & Administrative	16.00%	\$3,270.40
	98.40%	

TOTAL - Indirect Costs \$20,112.96

FEE (10.00%)

TOTAL - Fee \$4,055.30

OTHER DIRECT COSTS

	Units	Quantity	Unit Cost	Total
Travel	miles	2000 @	0.555	\$ 1,110.00
overnight mail	packages	2 @	20.00	\$ 40.00
Reports	report copies	2 @	50.00	\$ 100.00
Hotel	nights	2 @	150.00	\$ 300.00
			TOTAL - Other Direct Costs	\$1,550.00

Note: All reimbursable projects related expenses will be billed at cost with appropriate invoices and documentation provided for reference

TOTAL COST \$46,158.26

City of Carpinteria
Carpinteria Avenue over Carpinteria Creek Bridge Replacement Project

**PADRE ASSOCIATES, INC.
CONTRACT SUMMARY**

CONTRACT No.
CONSULTANT:

Padre Associates, Inc.

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total	Hourly Rate
Simon Poulter	Senior Professional	30	\$ 56.76	\$1,702.80	\$139.86
Matt Ingamells	Project Professional	504	\$ 44.46	\$22,407.84	\$109.55
Donna Hebert	Staff Professional	224	\$ 30.39	\$6,807.36	\$74.88
Suzun Rasmussen	Drafting	124	\$ 20.00	\$2,480.00	\$49.28
Annette Varner	Word Processor	34	\$ 18.00	\$612.00	\$44.35

916 Total Hours

Subtotal Direct Labor Costs \$34,010.00

Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$34,010.00

INDIRECT COSTS

	Rate	Total
Overhead	59.40%	\$20,201.94
Fringe Benefit	28.00%	\$9,522.80
General & Administrative	59.00%	\$20,065.90
	146.40%	

TOTAL - Indirect Costs \$49,790.64

FEE (10.00%) TOTAL - Fee \$8,380.06

OTHER DIRECT COSTS

	Units	Quantity	Unit Cost	Total
Mailings (notices)	All CEQA mailings	1	\$ 250.00	\$ 250.00
Printing	EIR reproduction	1	\$ 2,064.00	\$ 2,064.00
Conejo Archeological Consultants	Archeological Survey Report	1	\$ 4,255.00	\$ 4,255.00
Andrew Forde (bat survey)	Acoustic bat survey	1	\$ 1,840.00	\$ 1,840.00
Compass Rose Archeological	Extended Phase 1 Archeological Survey	1	\$ 10,784.00	\$ 10,784.00

TOTAL - Other Direct Costs \$19,193.00

TOTAL COST \$111,374.00

Note: All reimbursable project-related expenses will be billed at cost with appropriate invoices and documentation provided for reference.

City of Carpinteria
Carpinteria Avenue over Carpinteria Creek Bridge Replacement Project

**VAN ATTA ASSOCIATES, INC.
CONTRACT SUMMARY**

CONTRACT No.
CONSULTANT:

Van Atta Associates, Inc.

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Susan Van Atta	Principal Landscape Architect	22	\$ 102.00	\$2,244.00
Guillermo Gonzalez	Senior Associate / Landscape Arch	32	\$ 52.00	\$1,664.00
Bill Wildenberg	Project Manager / Landscape Archi	106	\$ 36.50	\$3,869.00
Anne Ballweg	Associate Designer	72	\$ 28.00	\$2,016.00
Scott Capps	Technical Designer	56	\$ 24.50	\$1,372.00
Chris Arntz	Technical Designer	56	\$ 20.00	\$1,120.00
Rick Echanique	Administration, Range B	3	\$ 15.00	\$45.00

347 Total Hours

Subtotal Direct Labor Costs \$12,330.00

Anticipated Salary Increases \$431.55

TOTAL - Direct Labor \$12,761.55

INDIRECT COSTS

	Rate	Total
Overhead (including fringe benefits)	162.50%	\$20,737.52
General & Administrative	50.40%	\$6,431.82

TOTAL - Indirect Costs \$27,169.34

FEE (10.00%)

TOTAL - Fee \$3,993.09

OTHER DIRECT COSTS

	UNITS	QTY	UNIT COST	Total
Travel Costs (mileage)	Miles	125 @	\$ 0.555	\$ 69.38
Travel Costs (lodging)	Nights	0 @	\$ 150.00	\$ -
Outside Photocopies	Each	0 @	\$ 0.10	\$ -
Plan Reproduction	Full Size Sheets	32 @	\$ 61.25	\$ 1,960.00
Overnight Service	Each	6 @	\$ 15.60	\$ 93.60
Graphic Presentation Boards	Boards	4 @	\$ 122.80	\$ 491.20

TOTAL - Other Direct Costs \$2,614.18

NOTE: All reimbursable project related expenses will be billed at cost with appropriate invoices and documentation provided for reference.

TOTAL COST \$46,538.15

SUBCONSULTANTS

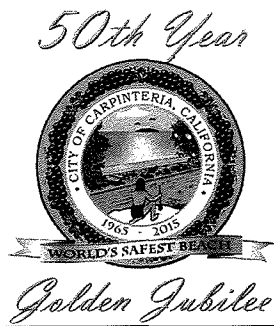
N/A

\$ -
\$ -
\$ -
\$ -

Total Subconsultants Cost

\$ -

Total Contract \$46,538.15



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 14, 2015

ITEM FOR COUNCIL CONSIDERATION

Agreement with Stantec Consulting Services Inc. for Traffic Engineering Services

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the City Manager to sign the agreement with Stantec Consulting Services Inc. for traffic engineering services.

Motion: I move to approve and authorize the City Manager to sign the agreement with Stantec Consulting Services Inc. for traffic engineering services.

BACKGROUND

The Department of Public Works has a Pre-Authorized Qualified On-Call Consultants List that was established under the On-Call Professional Services Program. The list assists the Department in the delivery of services, programs and projects by allowing the City to efficiently hire pre-authorized consultants from various service categories on an as-needed basis. As services are needed, the Department requests a project specific scope of work and cost from a selected firm on the list.

The Department of Public Works is recommending that the City Council authorize the City Manager to sign an agreement for consultant services with Stantec Consulting Services Inc. (Stantec) to provide professional traffic engineering services including updates to the engineering and traffic surveys for re-establishing speed limits, development of parking plans and traffic studies.

DISCUSSION

Stantec proposes to provide professional traffic engineering services as discussed below. The term for the agreement shall be effective as of the date the agreement is signed until all services to be provided are completed, but in no event, later than

December 31, 2016 unless terminated earlier as provided within Section 6 of the agreement.

- Engineering and Traffic Survey Updates for Speed Limits

The California Vehicle Code (CVC) establishes prima facie speed limits for roadways in California. The CVC also authorizes local agencies to establish speed limits on certain local roadways based on an Engineering and Traffic Survey (ETS). Establishing a speed limit based on an ETS allows law enforcement a full range of enforcement methods including radar. Local agencies may also establish speed limits without an ETS; however, law enforcement agencies are reluctant to enforce speed limits established without an ETS because the tools for enforcing the speed limits are limited. To enforce a speed limit established without an ETS, law enforcement must pace (follow) a speeding vehicle. On many local streets, pacing is not feasible or safe.

The CVC states that Caltrans is responsible for determining the methodology used in the ETS. The methodology is published by Caltrans in the California Manual on Uniform Traffic Control Devices (MUTCD).

An ETS is used to determine the speed at which 85% of vehicles are traveling at or slower. It is important to note that the MUTCD requires that the 85th percentile speed be rounded to the *nearest* 5 mph increment. Therefore, if the 85th percentile speed is 43.5 mph, the speed limit is required to be set at 45 mph. Current methodologies allow for an additional five mile-per-hour decrease for safety reasons. A civil engineer or traffic engineer must certify that there is a safety condition that warrants the decrease in the set speed limit. Criteria for lowering the speed limit 5 mph for safety reasons is outlined in the MUTCD.

The CVC requires that local agencies conduct an ETS every five years for each roadway segment with a posted speed limit. The time period can be extended for two years and again for another three years for a total of ten years if a civil engineer or traffic engineer certifies at each interval that no significant changes have been made to the roadway and that traffic patterns have not changed. The engineer must also review the roadway conditions and collision records to determine if there are any safety concerns that should be addressed.

The last ETS conducted in the City was in 2007. Stantec will work with the City to determine if any of these conditions apply to roadway segments surveyed in 2007. For those where changes have occurred, a new ETS will need to be performed. For those segments where conditions remain essentially unchanged, Stantec will document this fact and certify the surveys for up to 10 years from the original survey date.

- Bailard Avenue Angled Parking

On November 13, 2012, the City Council approved the modification of on-street parking along Bailard Avenue to provide angled parking near Via Real to Birch Street at the

recommendation of the Traffic Safety Committee. Due to the complexity of this item, the Department of Public Works is requesting assistance with the parking layout. Stantec will explore the option of adding angled parking to one or both sides of the street in order to maximize on-street parking, while maintaining a reasonable road width for the traveling public and emergency vehicles.

- Sixth Street Parking Layout

The Department of Public Works received a request from the Traffic Safety Committee to develop a parking plan that improves existing parking stalls on the 5000 block of Sixth Street. Public Works is requesting assistance from Stantec to prepare a parking layout that incorporates the Americans with Disabilities Act Standards for accessible parking stalls.

- Ogan Road and Seventh Street Traffic Studies

The Traffic Safety Committee received requests from the public to consider traffic calming options to control vehicle speeds on Ogan Road and Seventh Street. The Committee requested that the Department of Public Works conduct traffic studies to evaluate the measures that can be undertaken to slow traffic. Stantec will collect hourly speed, volume and vehicle classification data to determine if traffic control devices are needed.

MUTCD guidelines will be followed to assist in the recommendation of potential traffic control devices. Selected traffic control devices, if any, must be based on a study and approved by the City Council by resolution.

POLICY CONSISTENCY

The CVC requires that speed limits be established per Sections 22357 and 22358 of the CVC and be justified by an ETS conducted every five years. Chapter 10.44 of the Carpinteria Municipal Code (CMC) establishes speed limits on segments of City roadways that are based on an ETS performed in 2007.

The parking layouts for Bailard Avenue and Sixth Street will meet the requirements of CMC Section 14.54.070, which determines the size, location and design of parking spaces. The requirements of CMC Sections 10.32.100-10.32.130 and the Americans with Disabilities Act standards will be incorporated to ensure that all legal requirements for accessibility are met.

To address the request to consider traffic calming options for Ogan Road and Seventh Street, the MUTCD will be used to evaluate the appropriateness of traffic control devices. The MUTCD contains warrants and guidelines for each type of traffic control device, and factors such as traffic volumes, accident rates, pedestrian traffic and travel delays are taken into consideration.

FINANCIAL CONSIDERATIONS

The proposed agreement with Stantec Consulting Services Inc. is for \$34,700 and will be funded by Measure A funds.

LEGAL

The proposed agreement will allow Stantec Consulting Services Inc. to assist the City with meeting California Vehicle Code, the Americans with Disabilities Act, and California Manual on Uniform Traffic Control Devices requirements.

The City Attorney has reviewed this report and the attached agreement.

OPTIONS

The City Council could choose to not authorize the City Manager to sign the agreement with Stantec Consulting Services, Inc. and direct staff to make revisions.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

ATTACHMENTS

Attachment A: Agreement for Consultant Services

Staff contact:

Melissa Angeles, Engineering Technician
(805) 684-5405, ext. 445
MelissaA@ci.carpinteria.ca.us



Signature

Reviewed by:

Charles W. Ebeling, Public Works Director



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the ____ day of _____, 2015 by and between the City of Carpinteria, a municipal corporation (“**City**”), and Stantec Consulting Services Inc. (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of subcontractors for performance of the Services unless previously agreed to in writing by the City.

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 31 day of December, 2016; unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of thirty four thousand seven hundred (\$34,700) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys,

notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:
- Material breach of this Agreement;
 - Cessation of Consultant to be licensed, as required;
 - Failure to substantially comply with any applicable federal, state or local law or regulation;
 - Filing by or against Consultant of any petition under any law for the relief of debtors; and,
 - Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.
- 6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.
- 6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.
8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents (“**Indemnified Parties**”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys’ fees and costs, which arise out of the negligence, recklessness or willful misconduct of Consultant.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City’s prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered “voluntary” provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant’s related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to

discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

- 11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.
- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:

Hady Izadpanah, Senior Principal
Stantec Consulting Services Inc.
111 East Victoria Street
Santa Barbara, CA 93101-2018
P: (805) 963-9532
F: (805) 966-9801

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this

Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged

invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.
- 12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

"CONSULTANT"
Stantec Consulting Services Inc.

By: _____
David Durflinger, City Manager

By: _____
Hady Izadpanah, Senior Principal

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

TASKS TO BE PERFORMED



Stantec Consulting Services Inc.
111 East Victoria Street
Santa Barbara, CA 93101-2018

July 2, 2015

**Attn: Mr. Charlie Ebeling,
Public Works Director**

City of Santa Barbara
Public Works Department
630 Garden Street
Santa Barbara, CA 93101

**Reference: City of Carpinteria On-Call Transportation Services
Professional Services Proposal**

Dear Mr. Ebeling,

As per your request, we are pleased to present this proposal for providing professional services for the above-noted. The following outlines our understanding of the scope of work and our related professional fees.

1.0 INTRODUCTION

The City has requested that we assist them in completing the following tasks:

Engineering and Traffic Surveys (E&TS's) Updates

The California Vehicle Code requires that E&TS's be performed every 5 years in order to set legal, enforceable speed limits. If it is determined that no significant changes in roadway conditions have occurred, the time limit can be extended from 5 to 7, or even up to 10 years. This determination can delay the need to perform new E&TS's. The CAMUTCD defines "significant changes" as:

- Addition or elimination of parking or driveways;
- Changes in number of travel lanes;
- Changes in the configuration of bike lanes;
- Changes in intersection control;
- Changes in traffic signal coordination;
- Significant changes in traffic volumes.

Stantec will work with City staff to determine if any of these conditions apply to roadway segments surveyed in 2007. For those where changes have occurred, a new ET&S will need to be performed. For those segments whose conditions remain essentially unchanged, P&S will document this fact and certify the surveys for up to 10 years from the original survey date.

The 2014 CAMUTCD allows enforceable speed limits to be established at the nearest 5 mph increment to the 85th percentile speed of the roadway. The speed may be reduced an additional 5 mph if it can be justified as allowable under CVC 627 and 22358.5. These justifications include:



July 2, 2015
Mr. Charlie Ebeling
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- High collision rate;
- Roadway/side conditions **not** readily apparent to the driver;
- Residential density;
- Pedestrian and bicyclist safety.

Alternatively, since January 1, 2012, the CAMUTCD allows local agencies to set the enforceable speed limit at the first 5 mph increment below the 85th percentile. However, no additional reductions per the CVC are allowed.

Bailard Avenue Angled Parking

It is our understanding that there is a desire to expand the amount of on-street parking along end of Bailard Avenue north of Via Real. The City would like to explore the option of adding angled parking to one or both sides of the street in order to maximize on-street parking, while maintaining a reasonable road width for the traveling public and emergency vehicles. The existing roadway is approximately 64' wide, with sidewalk immediately adjacent to the curb. This means that no overhang of the curb can be allowed, and wheel stops will need to be used in order to keep the sidewalks accessible. Angled parking can be introduced at a variety of angles and can either head-in or back in. Each has its own set of pro and cons that will be evaluated as a part of the process.

Sixth Street Parking Layout

Access issues have been raised as a result of perpendicular parking stalls being located directly in front of business doors, potentially blocking access the Sixth Street businesses. The City would like a review of the parking layout in the 5000 block of Sixth Street in an attempt to eliminate these potential obstructions to private property.

Ogan Road Traffic Study

The stretch of Ogan Road between Casitas Pass and Linden Avenue is the source of many speeding complaints. The City would like traffic data collected in sufficient detail to determine if a speeding issue exists and whether stop signs are warranted at Camino Trillado or El Portal Street.

Seventh Street Traffic Study

The stretch of Seventh Street between Carpinteria Avenue and Linden Avenue is the source of many speeding complaints. The City would like traffic data collected in sufficient detail to determine if a speeding issue exists and if so, they would like Stantec to recommend potential alternatives to control speeds.



2.0 SCOPE OF WORK AND FEES

2.1 Engineering and Traffic Surveys (E&TS's) Updates

2.1.1 Review Street Segments

- Meet with Public Works and Police staff to review segments and any proposed changes since 2007 E&TS. (Meeting #1);
- Field review street segments with potentially changed conditions as identified by City staff;
- Determine number of segments where a new E&TS needs to be performed.

2.1.2 Data Collection (if needed)

- Collect radar speed data using radar device that meets National Traffic Highway Safety Administration standards and has been calibrated within 3 years. Data will be collected under the following conditions:
 - Free-flowing traffic;
 - Located away from influence of stop signs and signals in areas that are representative of the street segment;
 - Within an unmarked car and with inconspicuous behavior;
 - During fair weather, i.e.: dry pavement and no other unusual conditions;
 - Include a minimum of 50 vehicles in each direction;
 - Obtain 2-year collision history from Statewide Integrated Traffic records System (SWITRS) or City records.

2.1.3 Data Reduction (if needed)

- Calculate 85th percentile speed, 10 mph pace speed and average speed for each segment;
- Calculate collision rates and compare to county and state averages. Rates that exceed the county/state averages suggest conditions not readily apparent to the driver;
- Summarize speed and collision data for each segment in tabular form, showing comparisons to historical data;



- Meet with Public Works and Police staff to review E&TS data (Meeting #2).

2.1.4 Speed Limit Determination

Document conditions not readily apparent to the driver such as:

- Shoulder condition;
- Sight distance;
- Parking;
- Pedestrian amenities/activity;
- Speed zoning of adjacent segment;
- Land use – residential/business density;
- Prepare Draft E&TS report, summarizing preliminary speed limit recommendations;
- Meet with Public Works and Police staff to recommended speed limits (Meeting #3).

2.1.5 Report Preparation

- Prepare an ET&S, in the City's preferred format, establishing the speed limit for each segment.

2.2 Bailard Avenue Angled Parking

- Conduct field review of existing conditions and document field measurements, to be converted into a project basemap in AutoCAD format. Take special note of trees, utility cabinets, utility poles, streetlights, sidewalk width and other physical obstructions to on-street parking;
- Compile field data collected into AutoCAD drawing with aerial photo (Google Earth or City-supplied);
- Prepare on-street parking layout to address private property access issues and provide before and after parking space count;
- Revise layout per City comments and prepare final signing and striping plan;



2.3 Sixth Street Parking Layout

- Conduct field review of existing conditions and document field measurements, to be converted into a project basemap in AutoCAD format. Take special note of existing doorways, disabled parking areas, trash bin storage, utility cabinets, power poles and other physical obstructions to on-street parking;
- Compile field data collected into AutoCAD drawing with aerial photo (Google Earth or City-supplied);
- Prepare parking layout based upon selected parking scheme;
- Revise layout per City comments and prepare final signing and striping plan.

2.4 Ogan Road Traffic Study

- Collect hourly speed, volume and vehicle classification data at two locations on Ogan Road. One 90-feet west of the Faith Lutheran Church sign and another between La Marina and El Portal. Data collection shall continue for a full week;
- Collect hourly traffic volume data on Camino Trillado and El Portal Street;
- Reduce data to determine average hourly 85th percentile speed on Ogan for weekdays and weekends;
- Prepare stop sign warrant worksheets for intersections of Ogan and Camino Trillado and El Portal Street;
- Summarize information in brief letter report.

2.5 Seventh Street Traffic Study

- Collect hourly speed, volume and vehicle classification data at two locations on Seventh Street. One at the bridge, approximately 750-feet southeast of Carpinteria Avenue and another near Elm Street. Data collection shall continue for a full week;
- Reduce data to determine average hourly 85th percentile speed on Seventh Street for weekdays and weekends;
- Summarize information in brief letter report and recommend potential mitigations, in consultation with City staff.



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Mr. Charlie Ebeling
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Stantec's "not to exceed" fee, invoiced on a time and materials basis, for this portion of the work will be as follows:

Task 2.1 - Speed Surveys:	\$17,000
Task 2.2 - Bailard Avenue Angled Parking Plan	\$5,200
Task 2.3 - Sixth Street Parking Plan	\$6,100
Task 2.4 - Ogan Road Traffic Study	\$3,200
Task 2.5 - Seventh Street Traffic Study	\$3,200
Total	\$34,700

Stantec's invoices will show the current and cumulative billing amounts, so that it will be reasonably clear, as the project proceeds, whether this estimated fee amount will be adequate. If it appears that this fee will be exceeded, Stantec will confirm revised fees with the client prior to billing over the initial budget amount.

The deliverables for this portion of the work program will be:

- Engineering and Traffic Surveys in modified Caltrans/County of Santa Barbara format;
- Signing and Striping Plan sheets for Bailard and Sixth Streets;
- Letter reports for Ogan and Seventh Street traffic studies.

3.0 GENERAL LIMITATIONS AND CONDITIONS

In addition to any limitations and conditions noted in the other parts of this proposal, the following limitations and conditions apply to this work.

- 3.1 The offer to provide services, including the rates indicated in this proposal, expires if this proposal is not accepted by the Client within thirty (30) days after the date indicated near the top of the first page of this letter.
- 3.2 The fees in this proposal exclude all taxes, levies or duties that may be applied by a Federal, State, County, or Municipal Government on fees for services.
- 3.3 The fees allow for the duration of the project to be such that the design will be completed in 2015. If the schedule is delayed, Stantec will provide a quote for a fee revision.
- 3.4 Stantec does not guarantee that any Approving Authority will approve any portion of this project. Payment of Stantec's fees is not contingent on receipt of approvals or the length of time required for the Approving Authority to grant approvals.



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- 3.5 Payment of invoices shall not be subject to any discounts, back charges, or set-offs by the Client, unless agreed to by Stantec. Payment to Stantec for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
- 3.6 Payment of all invoices is due within 30 calendar days of the invoice date. If full payment is not received within 30 calendar days, all Stantec work related to the project shall cease until payment arrangements are made that are acceptable to Stantec.
- 3.7 The cost of disbursements included in the fee allows for:
- Printing costs for plans and documents required to complete the work. Printing costs for presentation graphics and any other plans or documents that are not required by Stantec or approving authorities in the normal course of business are not included in the disbursement fees. With respect to approving authorities, the estimated printing costs are based on year 2015 requirements;
 - Computer and plotter usage costs;
 - Other costs related to the normal course of business as determined by Stantec.
- 3.8 The fees in this proposal allow for three meetings with the Client to discuss the project. The duration of the meetings must not exceed two hours. If the Client or approving authority requests additional meetings, Stantec will invoice for attendance on a time and materials basis.
- 3.9 All electronic drawings provided to Stantec by the Client or the Client's consultants are to be in AutoCAD Version 2012 format.
- 3.10 The Client is responsible for payment of all government application, permitting, municipal fees, and all other fees.
- 3.11 Revisions to plans, whether the plans are complete or being prepared, due to Client or approving authority initiated changes, shall be completed on a time and materials basis.
- 3.12 Examples of items that are specifically excluded from this proposal include, but are not limited to:
- Geotechnical consulting and materials testing;
 - Architectural services;
 - Electrical design or coordination;
 - Landscape/Irrigation plans;



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- Water quality design;
- Preparation and processing of drawings and information for utility providers;
- Coordination with utility providers;
- Preparation of offsite easements and/or rights of entry as may be required;
- Construction staking;
- Structural design or structural engineering;
- Design of electrical, telephone, cable television, and natural gas facilities;
- Design of street lighting systems;
- Traffic controls and lane closures;
- Submission and / or coordination of permit applications of any kind;
- Construction administration, construction inspection, and construction management;
- Bid support services;
- Traffic signal and street lighting design;
- Preparation or review of as-built or record drawings;
- Any other services not specifically described in this proposal.

Stantec shall not be responsible for any costs associated with the above noted exclusions.

Stantec is capable of providing most of these services. If the Client requests that Stantec provide these services, Stantec will provide a proposal. If directed in writing by the Client to provide these services with less than 5 business days' notice before the work must be started, Stantec will perform the work on a time and materials basis.

The work will be completed under the terms of City's contract.

We trust that this proposal is in order. However, please do not hesitate to contact the undersigned at (805) 963-9532 ext. 157 if you have any questions.



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Thank you for considering Stantec for this project.

Regards,

STANTEC CONSULTING SERVICES INC.

Derek Rapp,
Senior Project Manager
Phone: (805) 963-9532 ext. 154
Fax (805) 966-9801
Derek.Rapp@stantec.com

Attachment: Rate Table

DBR:jlb

EXHIBIT B
PAYMENT SCHEDULE

Stantec
111 East Victoria Street
Santa Barbara, CA 93101
(805) 963-9532

Prevailing Wages (y/n): y

Classification			\$/hr	Expenses		Cost	Billing Factor	Reimbursables	Consultant
12	Principal Engineer	198.00		2.1.2 Speed Survey (NDS)	2000	1.15		2300	
8	Assistant Engineer II	133.00		2.4 Data Collection (NDS)	650	1.15		747.5	
7	Assistant Engineer I	110.00		2.5 Data Collection (NDS)	650	1.15		747.5	
				Construction Staking	*	1.15		0	
				Blueprints		1.15	0		
43	Technical Support	75.00		Travel	100	1.10	110		
				Mail		1.15	0		
				Telephone	*	1.15	0		
				Photocopies	75	1.10	82.5		
				Photographs	*	1.15	0		
Average Rate:			132.155					\$193	\$3,795

Grand Total =	\$34,648
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EXHIBIT A
PENFIELD & SMITH, NOW STANTEC CONSULTING SERVICES
BILLING RATES EFFECTIVE JANUARY 1, 2015

Engineering

Engineering Technician	\$89
Associate Technician	98
Senior Technician	110
Designer	133
Senior Designer	144
Assistant Engineer I	110
Assistant Engineer II	133
Associate Engineer	153
Senior Engineer I	168
Senior Engineer II	178
Principal Engineer	198

Geomatics (Surveying & Mapping)

Surveying Technician	\$110
Surveying Associate	150
Senior Surveyor	176
Principal Surveyor	198

One-Man Survey Crew	\$180
Prevailing Wage	210
Two-Man Survey Crew	250
Prevailing Wage	285

Planning

Assistant Planner	115
Associate Planner	135
Senior Planner I	157
Senior Planner II	167
Principal Planner	187

Construction Management

Construction Technician	\$98
Assistant Construction Manager	133
Associate Construction Manager	153
Senior Construction Manager I	168
Senior Construction Manager II	178
Principal Construction Manager	198

Construction Inspector	\$127
Senior Construction Inspector	133

General

Technical/Clerical Support	\$75
Dry Utility Coordinator	157
Special Consultant	221
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Expert Witness/Deposition Rates

Court appearance – flat fee \$3,300/day
 Depositions - \$400/hour including travel time
 Supplementary work – 1.5 times the regular rate

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant..... Cost + 15%

Reimbursable Expenses Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Stantec reserves the right to make adjustments at any time.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Hady Izadpanah, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Stantec Consulting Services Inc.

By: _____
Hady Izadpanah, Senior Principal

Dated: _____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b. (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- 8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.